



## SPECIAL CITY COUNCIL MEETING

Notice is hereby given that the City Council will hold a City Council meeting at **6:00 pm, on Thursday, December 4, 2025**, in the City Council Chambers at **38 West Center Street**.

## AGENDA

1. Roll Call
2. Invocation/Inspirational Thought
3. Pledge of Allegiance
4. Public Forum (Individuals' public comments shall be limited to 3 minutes and must be pertinent to the scope of city authority and jurisdiction. Comments may be delivered in person at the meeting or submitted to the City Recorder prior to 5:00 pm on the meeting date for presentation to the Council)
  - a. Casey Dyring Hospital Board
5. Awards, Recognitions, and Bids
  - a. Design Services for Gunnison Park Sports Court Facilities
  - b. 2025 Storm Drain Infrastructure Project Change Order
6. Discussion and Possible Action Items
  - a. Tarr Canyon Well Project Update and Related Easements
  - b. Reimbursement Agreement between Gunnison City and John Mogle for the West Hills Estate Phase 1 Subdivision
  - c. Reimbursement Agreement between Gunnison City and A & M Builders for development at 130 West Veterans Way
  - d. Waterline Agreement between Gunnison City and J & J Farm, LLC
  - e. UDOT Main Street Pedestrian Crossing at 100 South
  - f. American 250 Celebration Funding and Related Programs
7. Resolutions and Ordinances
  - a. Resolution 2025-17 Fee Schedule Amendments (Water Rate Changes, misc.)
  - b. Resolution 2025-18 Council Meeting Schedule for 2026
  - c. Ordinance 2025-10, Imposing a RAP tax
  - d. Ordinance 2025-11, Wildland Urban Interface Building Standards
8. Minutes
  - a. November 19, 2025, Regular Council Meeting
9. Bills for period ending December 1, 2025, totaling \$77,949.38
10. Reports by Officers and Staff
11. CLOSED SESSION (May be called to discuss the character, professional competence, or physical or mental health of an individual)
12. CLOSED SESSION (May be called to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property)
13. Adjournment

### ADA NOTICE

If you are planning to attend this Public Meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City Office ten or more hours in advance, and we will, within reason, provide what assistance may be required.

## CERTIFICATE OF MAILING/POSTING

The undersigned duly appointed City Recorder for the municipality of Gunnison City hereby certifies that a copy of the foregoing Notice and Agenda was posted on [www.gunnisoncity.org](http://www.gunnisoncity.org), as well as posted on the State of Utah's Public Notice Website.

BY: /S/ Valerie Andersen, City Recorder



# Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: Design Services for Gunnison Park Sports Court Facilities

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The Council directed staff to prepare a funding application for 2026 CDBG funds. Documentation required with the application must include how the city selected design professional services related to our desired project (I.E., reconstruction of the sports court at the park).

An RFP was advertised directly to 10 professional design firms that have done work for Gunnison, are located in Sanpete County, or that expressed interest in future Gunnison projects. The deadline for response to the RFP is December 1 at 5:00 pm. Responses to the RFP will be provided to the Council for consideration after the closing date of the advertisement.

## **Council Action Needed**

1. Review and discuss responses to the professional services advertisement and determine an awardee for the CDBG-related project work.



# Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: 2025 Storm Drain Infrastructure Project Change Order

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It is proposed that the scope of work for the 2025 Storm Drain Infrastructure project be amended to include additional curb, gutter, and sidewalk along 400 West. See attached map.

The City Engineer estimates the additional work will cost \$15,000.

A formal change order request was not available at the time of preparing this memo, but will be provided before the Council meeting.

## **Council Action Needed**

Discuss the proposed change request and approve/alter/deny the request.



## 2025 Storm Drain Infrastructure Project





# Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: Tarr Canyon Well Project – Update and Related Easements

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## **Closed Meeting Item**

City staff will update the Council about easement negotiations.

## **Council Action Needed**

1. Review and approve easement agreements ready for action.
2. Provide direction to the Mayor and staff on further actions.



# Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: Reimbursement Agreement between Gunnison City and John Mogle for the West Hills Phase 1 Subdivision at 260 North 400 West.

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## **Council Action Needed:**

Discuss and take action on the proposed reimbursement agreement.

## **The Request**

The West Hills Phase 1 Subdivision was constructed in 2023. The warranty period for the public infrastructure was completed, and improvements were accepted in November 2024. Mr. Mogle is requesting that the city enter into a reimbursement agreement with him so the adjacent property owners who may take advantage of the infrastructure will have to reimburse him for a proportional amount of the improvement costs.

## **Gunnison Municipal Code**

Gunnison Code, Section 9.20.060.5 allows the city to levy “extension reimbursement fees” against developments connecting to infrastructure that is oversized or extended by another developer.

The drafted agreement (see attached) provides that reimbursement fees will be charged for up to seven years from when the infrastructure was accepted by the city. The fees will be calculated by the city’s engineering consultant based on costs of the improvements and the proportionality of costs.

## INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into, effective as of the \_\_\_\_\_ day of December, 2025, by and between Gunnison City, Utah, a municipality and political subdivision of the State of Utah, (hereinafter "City") and John Mogle (hereinafter referred to as "Owner"). The City and the Owner being parties ("Parties") to this Agreement and may be referred to as such in the singular or plural.

WITNESSETH:

WHEREAS, the City has adopted certain land use ordinances, which govern the uses of real property and the construction of buildings and infrastructure improvements within the municipal boundaries; and

WHEREAS, Owner developed the West Hills Estate Phase 1 Subdivision, recorded as entry #318327 in the Sanpete County Recorder's office (the "Subdivision"); and

WHEREAS, development of the Subdivision included construction of infrastructure improvements within City streets or right-of-way to which adjacent property owners may benefit should they desire future development of their properties and need to connect to the Subdivision infrastructure; and

WHEREAS, Owner is requesting that the City levy extension reimbursement fees, in accordance with Gunnison Municipal Code, Section 9.20.060.5, against any new development that will connect to the Subdivision infrastructure; and.

WHEREAS, the Parties now desire to enter into this Agreement in order to establish the terms and conditions of such reimbursement fees.

NOW THEREFORE, in consideration of mutual covenants, agreements, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. City acknowledges the completion and its acceptance of the Subdivision improvements in 250 North between 400 West and 450 West, namely, the surface improvements of asphalt, curb and gutter, and placement of shoulder stabilizing materials on the south side of the edge of asphalt, and the subsurface utilities of water, sewer, and secondary water (hereafter "Reimbursable Improvements"). The City's acceptance of the Reimbursable Improvements took place on November 21, 2024.
2. Upon notice from the Developer to the City during the application and approval process of a future developer regarding the City's obligations hereunder, Gunnison will require, in accordance with its development standards, that any future development that connects to or utilizes the Reimbursable Improvements will be required to pay a reimbursement Fee to the City. After collecting reimbursement fees, Gunnison shall remit the payment of any reimbursement fees to the Owner, minus a 1% administration fee from each disbursement, which will be retained by the City.
3. Upon notice from the Developer to the City during the application and approval process of a future developer regarding the City's obligations hereunder, the city shall not record nor permit the recording of any final plat or approve a building permit for projects that connect to or use any of the Reimbursable Improvements until the applicant for such approval has paid the reimbursement fees or has obtained a written waiver of said fees from the Owner.
4. The reimbursement provision of this Agreement shall apply to applications filed for final plat or building permit approvals for projects that connect to or use any Reimbursable Improvements within seven (7) years from the date of acceptance of the Reimbursable Improvements as noted in paragraph

one above but only upon notice from the Developer to the City during the application and approval process of a future developer regarding the City's obligations hereunder.

5. The amount to be reimbursed shall be determined by the City Engineer based on the per-front-foot cost of such improvements minus the per frontage cost for the same which is determined to be the Owner's obligation. The City will apply reimbursement fees to a connector's development fees in an amount equal to the City Engineer's determined per frontage cost until the determined reimbursement amount is refunded or the seven-year duration of the reimbursement period ends, whichever is sooner.
6. Owner shall indemnify and hold harmless the City, and all of its officers, agents, employees, and representatives, from any and all claims, damages, or liabilities of any nature related to this Agreement including, but not limited to, damages arising from claims that the requirement of payment of reimbursement fees to Owner is illegal, unconstitutional, or excessive.
7. Should the City be prohibited from enforcing this Agreement on Owner's behalf, by state statute or regulation, court order, or executive decree, the City shall have no further obligations to Owner under this Agreement.
8. Owner expressly acknowledges that nothing in this Agreement shall be deemed to relieve Owner from their obligations to comply with all applicable requirements of the City necessary for any use of the Subdivision property(s) including payment of fees, the approval of all building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City.
9. Any and all of the obligations of the Parties as outlined in this Agreement shall run with the Property described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors- in-interest, assigns, transferees, and any subsequent purchaser of the Property or any portion thereof resulting from a subdivision of the same.
10. This Agreement has been reviewed and revised by legal counsel for Owner and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
11. Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.
12. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested, or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such

notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:

Gunnison City  
c/o Dennis Marker, City Administrator  
38 West Center Street  
Gunnison, UT 84634

If to Owner to:

John Mogle  
PO Box 1045  
Gunnison, UT 84634-1045

If to subsequent owner(s) of the Property or any portion thereof, the City shall provide notice to the owners of record and to the mailing address of record for such owners, which is deemed sufficient by the Parties hereto.

13. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of four (4) pages, including notary acknowledgment forms, which constitute the entire understanding and agreement of the Parties to this Agreement.
14. In the event City commences legal action to enforce or interpret any term of this Agreement, City shall be entitled to recover from the other Party or Parties reasonable attorney's fees, court costs, and any other costs in connection with said action.
15. This Agreement contains the complete Agreement concerning the arrangement between the Parties with respect to reimbursement fees for infrastructure installed in the West Hills Estate Phase 1 Subdivision, and shall supersede all other agreements between the Parties, written or oral.
16. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.
17. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.
18. This Agreement, performance hereunder and enforcement of the terms contained herein shall be construed in accordance with and pursuant to the laws of the State of Utah.
19. The failure of either City or Owner to this Agreement to insist upon the performance of any of the terms and conditions contained herein, or the waiver of any breach of any of the terms and conditions contained herein, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.
20. In the event that any person challenges this Agreement or any of the provisions herein, Owner agrees to indemnify the City for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation of an itemized list of costs, expenses, and fees.

21. A Notice of Agreement shall be filed in the office of the Sanpete County Recorder by the City within 10 business days of the execution hereof.

IN WITNESS THEREOF, this Agreement has been executed by a person(s) duly authorized by Owner to execute the same and by the duly elected Mayor of the City of Gunnison, with the approval of the Gunnison City Council as of December 3, 2025.

## GUNNISON CITY

Lori Nay, Mayor

ATTEST:

Valerie Andersen, City Recorder

STATE OF UTAH )  
:ss  
COUNTY OF SANPETE)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, Lori Nay whose identity is personally known to me and who by me duly sworn, did say that she is the Mayor of Gunnison City and said document was signed by her in behalf of said corporation by authority of the City Council who authorized execution of the same.

## Notary Public

**OWNER**

John Mogle

STATE OF UTAH )  
:ss  
COUNTY OF SANPETE)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, John Mogle who, after being duly sworn, acknowledged to me that he is authorized to execute this document and who executed the same.

## Notary Public

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# Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: Reimbursement Agreement between Gunnison City and A & M Builders, LLC

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## **Council Action Needed:**

Discuss and take action on the proposed reimbursement agreement.

## **The Request**

A & M Builders, LLC desires to build a townhome development at 130 West Veterans Way. On November 17, the City Council approved a rezoning to accommodate the development. The rezone approval was subject to entering into an agreement that outlined the improvement of Veterans Way (see attached) and possible reimbursement of expenses.

Veterans Way was dedicated to the City in 2005 and has remained an unimproved public right-of-way since that time. Any subdivision developments adjacent to Veterans Way are required to provide hard surfacing of the public road for the length of their property. Where properties on the north and south side of Veteran's Way can still be developed, A & M Builders is asking the City to levy an extension reimbursement fee on any other developments fronting onto the A & M improvements. The fee would be proportional to expenses incurred by A & M Builders.

## **Gunnison Municipal Code**

Gunnison Code, Section 9.20.060.5 allows the city to levy "extension reimbursement fees" against developments connecting to infrastructure that is oversized or extended by another developer.

The drafted agreement (see attached) provides that reimbursement fees will be charged for up to seven years from when the infrastructure was accepted by the city. The fees will be calculated by the city's engineering consultant based on the proportionality of costs of the improvements.

## INFRASTRUCTURE REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into, effective as of the \_\_\_\_\_ day of December, 2025, by and between Gunnison City, Utah, a municipality and political subdivision of the State of Utah, (hereinafter "City") and A & M Builders, LLC. (hereinafter referred to as "Developer"). The City and the Developer are parties ("Parties") to this Agreement and may be referred to as such in the singular or plural.

WITNESSETH:

WHEREAS, the City has adopted certain land use ordinances, which govern the uses of real property and the construction of buildings and infrastructure improvements within the municipal boundaries; and

WHEREAS, Developer has proposed a multi-family development ("Development") on property identified as Sanpete County parcel ID 0000002638, and located at approximately 130 West Veterans Way ("Property"); and

WHEREAS, development of the Property includes construction of infrastructure improvements within City streets or right-of-way to which adjacent property owners may benefit should they desire future development of their properties and need to connect to the Development infrastructure; and

WHEREAS, Developer is requesting that the City levy extension reimbursement fees, in accordance with Gunnison Municipal Code, Section 9.20.060.5, against any new development that will connect to the Development infrastructure; and

WHEREAS, the Parties now desire to enter into this Agreement in order to establish the terms and conditions of such reimbursement fees.

NOW THEREFORE, in consideration of mutual covenants, agreements, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Developer agrees to construct a minimum 24-foot wide paved road within the Veterans Way right-of-way ("Road") and in accordance with Gunnison City road construction standards. Developer will design, bond for, and construct the Road as part of its Development.
2. The City acknowledges that the Developer is only obligated to pay for  $\frac{1}{2}$  of the Road improvements under the city's current development standards and that the Road improvements do not include curb, gutter, sidewalk, or the full 36-foot asphalt width adopted as the city's road standard. Because the Developer agrees to make the Road improvements beyond what they are obligated to do, upon notice from the Developer to the City that reimbursement fees may be due from a future developer to the City, the City will levy extension reimbursement fees to help the Developer recoup that portion of the Road improvement costs for which they were not first obligated to provide ("Reimbursable Improvements").
3. Developer will comply with the city's improvement guarantee requirements for all improvements that will be dedicated to the city upon completion of the Development. Upon completion of the Road and other public improvements required with the Development, or the Developer providing satisfactory improvement guarantees for the public infrastructure, the City will authorize building permits to be issued within the Development. However, no Certificate of Occupancy will be authorized within the Development if the required public improvements are not completed.
4. The City shall accept the Road improvements as public infrastructure after completion of a warranty period and upon the City determining that the road was constructed in accordance with City road

construction standards.

5. Upon notice from the Developer to the City during the application and approval process of a future developer regarding the City's obligations hereunder, Gunnison will require, in accordance with its development standards, that any future development that connects to or utilizes the Road Improvements will be required to pay a reimbursement Fee to the City. After collecting reimbursement fees under this agreement, Gunnison shall remit the payment of any reimbursement fees to the Developer, minus a 1% administration fee from each disbursement, which will be retained by the City.
6. Upon notice from the Developer to the City during the application and approval process of a future developer regarding the City's obligations hereunder The city shall not record nor permit the recording of any final plat or approve a building permit for projects that connect to or use any of the Reimbursable Improvements until the applicant for such approval has paid the reimbursement fees or has obtained a written waiver of said fees from the Developer.
7. The reimbursement provision of this Agreement shall apply to applications filed for final plat or building permit approvals for projects that connect to or use any Reimbursable Improvements within seven (7) years from the date of acceptance of the Reimbursable Improvements as noted in paragraph four above but only upon notice from the Developer to the City during the application and approval process of a future developer regarding the City's obligations hereunder.
8. The amount to be reimbursed shall be determined by the City Engineer based on the per-front-foot cost of such improvements minus the per frontage cost for the same which is determined to be the Developer's obligation. The City will apply reimbursement fees to a connector's development fees in an amount equal to the City Engineer's determined per frontage cost until the determined reimbursement amount is refunded or the seven-year duration of the reimbursement period ends, whichever is sooner.
9. Developer shall indemnify and hold harmless the City, and all of its officers, agents, employees, and representatives, from any and all claims, damages, or liabilities of any nature related to this Agreement including, but not limited to, damages arising from claims that the requirement of payment of reimbursement fees to Developer is illegal, unconstitutional, or excessive.
10. Should the City be prohibited from enforcing this Agreement on Developer's behalf, by state statute or regulation, court order, or executive decree, the City shall have no further obligations to Developer under this Agreement.
11. Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve Developer from their obligations to comply with all applicable requirements of the City necessary for any use of the Development property(s) including payment of fees, the approval of all building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City.
12. Any and all of the obligations of the Parties as outlined in this Agreement shall run with the Property described above and shall constitute an encumbrance thereon. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors- in-interest, assigns, transferees, and any subsequent purchaser of the Property or any portion thereof resulting from a subdivision of the same.
13. This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no

presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

14. Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.
15. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested, or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:

Gunnison City  
c/o Dennis Marker, City Administrator  
38 West Center Street  
Gunnison, UT 84634

If to Developer to:

Albert Park	Mike Wanner
PO Box 1117	PO Box 493
Gunnison, UT 84634-1117	Gunnison, UT 84634-493

If to subsequent owner(s) of the Property or any portion thereof, the City shall provide notice to the owners of record and to the mailing address of record for such owners, which is deemed sufficient by the Parties hereto.

16. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of five (5) pages, including notary acknowledgment forms, which constitute the entire understanding and agreement of the Parties to this Agreement.
17. In the event City commences legal action to enforce or interpret any term of this Agreement, City shall be entitled to recover from the other Party or Parties reasonable attorney's fees, court costs, and any other costs in connection with said action.
18. This Agreement contains the complete Agreement concerning the arrangement between the Parties with respect to reimbursement fees for infrastructure installed with the Development, and shall supersede all other agreements between the Parties, written or oral.
19. Any modification of this Agreement or additional obligations assumed by either party in connection

with this Agreement shall be binding only if evidenced in writing and signed by each Party.

20. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.
  21. This Agreement, performance hereunder and enforcement of the terms contained herein shall be construed in accordance with and pursuant to the laws of the State of Utah.
  22. The failure of either City or Developer to this Agreement to insist upon the performance of any of the terms and conditions contained herein, or the waiver of any breach of any of the terms and conditions contained herein, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred.
  23. In the event that any person challenges this Agreement or any of the provisions herein, Developer agrees to indemnify the City for all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the City upon presentation of an itemized list of costs, expenses, and fees.
  24. A Notice of Agreement shall be filed in the office of the Sanpete County Recorder by the City within 10 business days of the execution hereof.

IN WITNESS THEREOF, this Agreement has been executed by a person(s) duly authorized by Developer to execute the same and by the duly elected Mayor of the City of Gunnison, with the approval of the Gunnison City Council as of December 3, 2025.

## GUNNISON CITY

Lori Nay, Mayor

ATTEST:

## Valerie Andersen, City Recorder

STATE OF UTAH )  
:ss  
COUNTY OF SANPETE)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, Lori Nay, whose identity is personally known to me and who by me duly sworn, did say that she is the Mayor of Gunnison City and that said document was signed by her in behalf of said corporation by authority of the City Council, who authorized execution of the same.

## Notary Public

DEVELOPER, A & M Builders, LLC.

Albert Park, Manager

STATE OF UTAH )  
:ss  
COUNTY OF SANPETE)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, Albert Park whose identity is personally known to me and who by me duly sworn did say that he is the Manager of A & M Builders, LLC. and that said document was signed by him in behalf of said corporation by authority of its bylaws and said Albert Park acknowledged to me that said Corporation executed the same.

Notary Public \_\_\_\_\_

Mike Wanner, Manager

STATE OF UTAH )  
:ss  
COUNTY OF SANPETE)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, Mike Wanner whose identity is personally known to me and who by me duly sworn did say that he is the Manager of A & M Builders, LLC. and that said document was signed by him in behalf of said corporation by authority of its bylaws and said Mike Wanner acknowledged to me that said Corporation executed the same.

## Notary Public



# Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: Waterline Agreement between Gunnison City and J & J Farm, LLC

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## **Council Action Needed:**

Discuss and take action on the proposed reimbursement agreement.

## **The Request**

During the October 15, 2025 council meeting, Mr. Jay Yardley asked the City to consider taking ownership of the water line servicing his and other properties along the Mayfield Rd. The service line currently feeds four connections and was installed in the late 1970's. Mr. Yardley would like to extend the line and asks that he be allowed to have up to three additional connections on the line. It was determined at a follow-up meeting with Mr. Yardley, the Mayor, and city staff, that the most appropriate course was to enter into a pipeline agreement that would outline future connection limits and maintenance responsibilities (see attached).

The drafted agreement establishes that the service line will remain a private line, with all maintenance to be done by the pipeline users under a separate agreement. The line may be extended, but any future connections must provide water to the city and have a metered user account with the City. A portion of the pipeline will need to be upsized to accommodate additional connections.

## **Gunnison Municipal Code**

The service line is metered near the city's tank east of town. Any line extension beyond the meter is considered a private line (GMC 9.20.050.4). Although the line is a private line, each connection to that line and ultimately the city's water system is required to be metered (GMC 9.20.050.1). The proposal creates a unique situation that is not addressed in the city's water regulations. As such, Gunnison Code, Section 9.20.020.2 provides the Council authority to "adopt additional regulations controlling the manner and circumstances under which the water and sewer systems may be used."

## **Attorney Comments:**

The City's contracted legal firm reviewed the agreement and noted that a term limit should be included in the agreement.

## **Recommended Motion:**

Move to authorize the Mayor to execute the pipeline agreement between Gunnison City and J & J Farm, LLC, with the legal counsel's concern being addressed.

## PIPELINE AGREEMENT

Between Gunnison City and J & J Farm, LLC

This Pipeline Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Gunnison City, a Utah municipal corporation and public water system ("City"), and J & J Farm, LLC, a Limited Liability Company registered in the State of Utah ("Owner") having an address of 800 East Mayfield Rd, Gunnison, UT, 84634. The City and the Owner being parties ("Parties") to this Agreement and may be referred to as such in the singular or plural.

### WITNESSETH:

WHEREAS, the City operates a public water system under the laws and regulations of the State of Utah; and

WHEREAS, Gunnison city authorized Owner to connect a limited service, 4-inch pipeline ("Pipeline) to the city's system in the 1980's in order to provide water to the Yardley dairy at 800 East Mayfield Rd, and three residences outside of Gunnison City limits; and

WHEREAS, Owner now desires to connect additional homes to the Pipeline; and

WHEREAS, the Parties now desire to enter into this Agreement in order to set forth the terms and conditions for the installation, ownership, operation, expansion, maintenance, and use of the Pipeline owned by Owner and used to convey water supplied by the City.

NOW THEREFORE, in consideration of mutual covenants, agreements, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. Ownership

- 1.1 Owner shall be the sole owner of the Pipeline, including all appurtenances, valves, fittings, structures, and any related facilities installed downstream of the City's point of delivery.
- 1.2 Nothing in this Agreement shall be construed as transferring any ownership interest in the Pipeline to the City.

#### 2. Operation and Maintenance Responsibilities

- 2.1 The Pipeline shall be constructed, operated, repaired, and maintained exclusively by Owner at Owner's sole cost and expense.
- 2.2 The City shall have no obligation or responsibility to inspect, operate, repair, replace, or maintain the Pipeline or associated facilities.
- 2.3 If the Pipeline fails, leaks, causes damage, or otherwise requires repair, Owner shall promptly perform all necessary corrective actions at Owner's cost.

#### 3. Point of Delivery

3.1 The City's responsibility for water service ends at the point of delivery, defined as the outlet of the 2" meter located approximately 500'-800' feet from the City Tank.

3.2 All facilities downstream of this point shall be considered private facilities owned by Owner.

#### 4. Compliance With Laws and Standards

4.1 The Pipeline shall be constructed and maintained in compliance with Utah DDW rules, Gunnison City ordinances, and applicable state and local codes.

4.2 Owner shall obtain any required permits or approvals related to construction or modification of the Pipeline.

#### 5. Connections and Users

5.1 The City acknowledges that the Pipeline currently serves four (4) existing connections/users, which are hereby authorized to remain in service under this Agreement.

5.2 Owner may permit up to three (3) additional future connections/users, provided each proposed connection applies and receives formal approval through the City, pays all required fees, meets all ordinances and standards, including but not limited to dedicating water rights/shares for each new serviced property.

5.3 No additional connections beyond the four existing and three future users may be added without written City approval.

5.4 All connections to the Pipeline will include installation of a city water meter and the creation of a Gunnison City utility billing account. Each connection will pay the applicable monthly water service and usage fees established by Gunnison City, which may be changed from time to time by act of the City Council.

#### 6. Access

6.1 Owner shall grant the City reasonable access to inspect the point of delivery and verify compliance with city water system standards.

6.2 Inspection does not create any obligation for the City to maintain or repair the Pipeline.

7. Indemnification. Owner agrees to indemnify, defend, and hold harmless Gunnison City from claims, damages, or liabilities arising out of construction, operation, failure, or use of the Pipeline.

8. No Guarantee of Water Pressure or Volume. The City does not guarantee minimum pressure, continuous supply, or specific flow rates.

9. Should the City be prohibited from enforcing this Agreement on Owner's behalf, by state statute or regulation, court order, or executive decree, the City shall have no further obligations to Owner under this Agreement.

10. Term and Termination

10.1 This Agreement remains in effect until terminated with 30 days written notice but not to exceed 40 years. This agreement may be renewed in additional 5-year increments with the written consent of the parties.

10.2 Termination does not relieve Owner of outstanding responsibilities.

10.3 Upon service discontinuation, Owner remains responsible for capping, abandoning, or removing the Pipeline.

10.4 This agreement shall also terminate at the time when all users of the Pipeline are connected directly to the Gunnison City water system. Owner agrees and will stipulate to all users of the Pipeline, that the individual services from the Pipeline must connect to the Gunnison City water system at such time that a Gunnison water main is within 300 feet of the individual Pipeline connection. Connections to the city's main will be in accordance with city standards and at the sole expense of the connecting user. At no time shall there be fewer than three connections remaining on the Pipeline.

11. Binding Effect. The rights, duties and obligations herein shall inure to the benefit of and be binding upon the heirs, successors- in-interest, assigns, transferees, and any subsequent purchaser of the Pipeline or properties provided water therefrom.

12. This Agreement has been reviewed and revised by legal counsel for Owner and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

13. Each of the Parties hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further actions reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

14. Notice. Any notice or communication required hereunder between the Parties must be in writing and may be given either personally or by registered or certified mail, return receipt requested, or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this

paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:

Gunnison City  
c/o Dennis Marker, City Administrator  
38 West Center Street  
Gunnison, UT 84634

If to Owner to:

Jay Yardley  
800 East Mayfield Rd.  
Gunnison, UT 84634

15. Entire Agreement. This Agreement constitutes the full understanding between the parties with respect to the Pipeline and shall supersede all other agreements between the Parties, written or oral.
16. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of four (4) pages, including notary acknowledgment forms, which constitute the entire understanding and agreement of the Parties to this Agreement.
17. In the event City commences legal action to enforce or interpret any term of this Agreement, City shall be entitled to recover from the other Party or Parties reasonable attorney's fees, court costs, and any other costs in connection with said action.
18. Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.
19. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.
20. Governing Law. This Agreement is governed by Utah law.

IN WITNESS THEREOF, this Agreement has been executed by a person(s) duly authorized by Owner to execute the same and by the duly elected Mayor of the City of Gunnison, with the approval of the Gunnison City Council as of \_\_\_\_\_, 20\_\_\_\_.

[signature page follows]

## SIGNATURES

GUNNISON CITY

By: \_\_\_\_\_  
Lori Nay, Mayor

ATTEST:

---

Valerie Andersen, City Recorder

STATE OF UTAH )

:ss

COUNTY OF SANPETE )

On this \_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, Lori Nay whose identity is personally known to me and who by me duly sworn, did say that she is the Mayor of Gunnison City and said document was signed by her in behalf of said corporation by authority of the City Council who authorized execution of the same.

---

Notary Public

OWNER: J & J Farm, LLC

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

Jay Yardley, Manager

STATE OF UTAH )

:ss

COUNTY OF SANPETE )

On this \_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, Jay Yardley whose identity is personally known to me and who by me duly sworn, did say that he is the Manager of J & J Farm, LLC and said document was signed by him in behalf of said corporation by authority of its bylaws which authorize him to execute the same.

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Notary Public



# Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: Resolution 2025-17 Fee Schedule Amendments

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## The Request

The proposed fee schedule amendments are as follows:

Department	Difference	Reason
Facilities	Added decoration rental fee	Offer existing decorations for special events to capitalize existing assets
Facilities	Added \$50 Weekend fee for park equipment rentals (see footnote 4)	The weekend fee covers additional staff time to set up and take down equipment on the weekends.
Development	Added Reimbursement Fees. (TBD based on agreements)	This creates a flag in the fee schedule for developers and staff to check possible reimbursement agreements as part of the review process.
Utilities	Increases water rate tiers by 1% and institutes a new base rate for city users	Increase general water revenues by 1% to cover a portion of the O&M increases in the budget.

## **RESOLUTION 2025-11**

### **A RESOLUTION ESTABLISHING THE FEE SCHEDULE FOR GUNNISON CITY**

**WHEREAS**, The Gunnison City Council desires to provide citizens, business owners, and others who may utilize city services, with a schedule of fees for services and permits provided by the city; and

**WHEREAS**, The Gunnison City Council acknowledges that the fees required of various developers, subdividers, property owners, and citizenry of the city necessitate periodic review; and

**WHEREAS**, the Gunnison City Council desires to make adjustments where necessary to the Fee Schedule in order to ensure proper and adequate service to the citizens of Gunnison;

**NOW THEREFORE, BE IT RESOLVED** by the Gunnison City Council that the following fees shall be established for various development projects and services rendered by employees and volunteers of the City, and shall be collected by the City Recorder at the submittal of an application or request for action for which the fee has been designated herein:

**PASSED** by the City Council of the City of Gunnison, Utah this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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Lori Nay, Mayor

ATTEST

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Valerie Andersen, City Recorder

Councilmember Robert Andersen	_____
Councilmember Donald Childs	_____
Councilmember Shawn Crane	_____
Councilmember Stella Hill	_____
Councilmember Michael Wanner	_____



# Consolidated Fee Schedule

## Administration

Notary Services - \$10.00

Returned Checks- \$25.00

Utility Account Set Up Fee- \$25.00

### Copies

8.5 x 11 B&W / Color - \$0.10 per page / \$0.40 per page

11 x 17 B&W / Color - \$0.20 per page / \$0.50 per page

### GRAMA Requests

First 15 min is free per state GRAMA law 536-2-203(5). Additional research may be billed according to staff hourly rates.

## Animal Control

### Dog License

Non-Spayed/Neutered- \$25.00

Spayed/Neutered- \$10.00

Animal Reclamation Fees In addition to the fees below, owners shall pay any boarding fees incurred by the city to hold an animal until reclaimed. Additionally, any unlicensed dog must be licensed and have the appropriate fees paid for the animal will be released to the owner.

### Licensed Dogs

1<sup>st</sup> Offense- \$25.00

2<sup>nd</sup> Offense- \$50.00

3<sup>rd</sup> Offense- \$75.00

4<sup>th</sup> Offense- Dog is taken from owner permanently.

## Business Licenses

### Alcohol License (new & renewal)

Class A- \$100.00

Class B- \$150.00

Class C- \$200.00

Class D- \$200.00

Commercial - Initial License - \$90.00<sup>1</sup>

Annual Renewal - \$50.00

Home Occupation Initial - \$40.00<sup>1</sup>

Annual Renewal - \$25.00

Renewal Delinquency- \$25.00

### Temporary Business Licenses

Single Day \$30/day

Holiday/Seasonal Vendor \$50

Solicitor \$100

Event Vendor \$TBD/event

<sup>1</sup> Fees for licenses issued during the first six (6) months of the year shall be for the full amount of the annual license. Fees for licenses issued during the last six (6) months of the year shall be one-half (1/2) the annual fee (GCMC 4.10.050.3)

## **Cemetery**

### Purchase of Burial Right

Resident-	\$300.00
Non-Resident-	\$750.00

### Transfer of Burial Rights

To Resident -	\$50.00
To Non-Resident -	\$350.00

### Grave Opening and Closing

Resident-	\$250.00
Weekend or Holiday-	\$300.00
Non-Resident-	\$400.00
Weekend or Holiday-	\$500.00

## **Facilities and Equipment<sup>2</sup>**

### Heritage Hall Rental

Cleaning Deposit-	\$200.00 <sup>3</sup>
Heritage Hall-	\$150.00
Kitchen-	\$50.00
Table clothes -	\$2 per cloth.
<u>Additional Décor</u>	<u>Pricing varies based on selection.</u>

### Park Rentals

Cleaning Deposit <sup>3</sup> -	
Small Group	\$50.00
Large Group	\$100.00
Non-Residents	Full / Half Day    \$100.00 / \$50.00
Resident	Full / Half Day    \$80.00 / \$40.00
Equipment <sup>4</sup>	
Corn Hole-	\$10.00/Set
Volleyball-	\$40.00

### Folding Chairs (fee is charged per 30 chairs used)

Renter loads and unloads - \$40 deposit with ½ returned upon returning of chairs  
City staff assist with loading and unloading - \$20

## **Impact and Connection fees**

The following connection and impact fees, where applicable, shall be paid prior to any metered services being turned on at a property and before the city will grant final approvals for any certificate of occupancy.

### Culinary System

Meter Fee –	City cost at time of new meter installation.
Meter Installation Fee -	\$500.00

<sup>2</sup> Facility and equipment fees are not charged for non-profit, philanthropic organizations or when requested for government/quasi government purposes. Cleaning deposits must still be paid for any rental.

<sup>3</sup> Cleaning deposits may be returned in whole or in part based on completion of cleanup list items after facility use and deduction of any city costs related to additional clean up labor and materials necessary. Small groups are less than 25 people.

<sup>4</sup> Weekend requests for equipment will be charged an additional \$50 regardless of equipment requested and the user.

Connection Fee <sup>5</sup> -	\$1,200.00 minimum. Additional costs may be applied based on city and consultant time and materials to provide a new connection point.
Water Impact Fee -	\$3,000
Water Re-Connection -	\$100

### Pressurized Irrigation System

Size	1-inch	Greater than 1-inch
Connection Fee <sup>4</sup>	\$2,000	TBD on material prices, staff time, and availability of services at the time of meter installation.
Meter Fee		

P.I. Meter Installation- \$500.00

Roads -	Road Frontage Assessment Fee <sup>6</sup> - TBD by City Engineer at the time of permit application based on adjacent infrastructure, city construction standards and road plans.
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### Sewer

Sewer Impact Fee-	\$1984.88
Sewer Inspection Fee-	\$200.00

## Library

### Copies

Black and White-	\$0.10/page
Color-	\$0.40/page

Faxes-	\$0.25/page
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Patron Fees-	\$20.00/year (All Cities excluding Gunnison, Centerfield and Fayette)
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## Permit Fees

### Accessory Building

200+ Sq Ft.-	\$100.00	Less than 200 Sq Ft.-	\$25.00
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Animal Management Permit-	\$50.00
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Appeals Requests	\$1000.00
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Code Amendment	\$800.00
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Rezoning Request	\$500.00
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Code Interpretation-	\$400.00
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### Conditional Use

Residential-	\$800.00 + Associated Engineering Review Costs
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Non- Residential-	\$800.00 + Associated Engineering Review Costs
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Determination of Non-Conforming/Non-Complying Structures-	\$600.00
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Fence Permit-	\$25.00
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General Plan Amendment	\$800.00
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P-1 Use or Site Plan Review	
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SF Residential-	\$100.00 + Associated Engineering Review Costs
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MF/Non-Residential-	\$200.00 + Associated Engineering Review Costs
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P-2 Use or Site Plan Review	
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MF Residential-	\$500.00 + Associated Engineering Review Costs
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<sup>5</sup> Connection Fees are charged to cover costs of the city adding onto or extending its system for a new user. New users located within a subdivision or development where the connections are installed by a developer are not charged this connection fee.

<sup>6</sup> Fee is to be calculated based on half of the required full street improvements along the frontage.

Non-Residential-Sign Permit- (P1/P2/CU)	\$800.00+ Associated Engineering Review Costs \$25.00 /
Subdivision	
Concept Review	\$500 + Engineering Review Costs
Preliminary	
Minor	\$350 + \$50/Lot
Major	\$500 + \$50/Lot
Master Planned	\$750 +\$50/lot + Engineering Review Costs
Final (fees per phase being platted)	
Minor	\$200 + Engineering Fees
Major	\$350 + \$50/Lot + Engineering Review Costs
Master Planned	\$500 + \$50/Lot + Engineering Review Costs
<u>Reimbursement Fees</u>	<u>Depending on property location and agreements with the City.</u>
Temporary Use Permit-	\$150.00
Variance Application-	\$800.00
Zone Change Request -	\$800.00
Zoning Application Fee-	\$100.00

## Pool

Admission		Resident <sup>7</sup>		Non-Resident	
		Individual	Family <sup>8</sup>	Individual	Family <sup>7</sup>
	Single Day Pass	\$4.00	\$12.00	\$5.00	\$16.00
	Monthly Pass	\$40	\$100	\$50	\$150
	Annual Pass	\$200	\$300	\$350	\$500
	Seniors Discount <sup>8</sup>	25%		20%	
	Summer (3 month)		\$100		\$150
	10 Punch Pass	\$25		\$40	
	20 Punch Pass	\$50		\$80	
Rentals					
	Party Room	\$25 / Hr.		\$30 / Hr.	
	Pool (<25 people)	\$50 / Hr.		\$60 / Hr.	
	Pool (>25 people)	\$75 / Hr.		\$100 / Hr.	
	Pool Business Rental	\$200 / 2 Hr block (Includes Wibit)		\$250 / 2 Hr block (Includes Wibit)	
	Wibit	\$100		\$100	

## Special Service Monthly Fees

Local Fire Services - \$2.00

Garbage- \$17.75

Additional Cart- \$2.50

<sup>7</sup> Resident includes citizens of Gunnison and Centerfield

<sup>8</sup> For purposes of applying this fee schedule, a Family shall be 4 or more persons of the same household or who are related by blood, marriage, or adoption.

<sup>7</sup> Individuals who are 60+ years of age ("Seniors") may receive a discount on all pass rates as indicated for residents and non-residents. The discount only applies to individuals and may not be utilized to discount admission of other family members who do not qualify as Seniors.

Beautification- \$3.00  
Storm Drainage- \$\$6.00  
Street Lights - \$1.00

## **Utilities**

### **Culinary Water - Monthly**

CUCF Water Rate<sup>9</sup> – \$35.35 for 0-6,000 Gallons

Overage Rates

\$1.52 per 1000 Gallons for 6,001-50,000 Gallons  
\$2.02 per 1000 Gallons for 50,001-300,000 Gallons  
\$2.53 per 1000 Gallons for 300,001-500,000 Gallons  
\$3.54 per 1000 Gallons for 500,001-1,000,000 Gallons  
\$4.55 per 1000 Gallons for 1,000,001-2,000,000 Gallons  
\$6.56 per 1000 Gallons for 2,000,001 Gallons and Over

Inside City Limits Base Rate- \$3534.15 for 0-4,000 6,000 Gallons per connection

Overage Rates

**\$1.00 per 1000 Gallons for 4,001-8,000 Gallons**  
\$1.52 per 1000 Gallons for 8,001-50,000 Gallons  
\$2.02 per 1000 Gallons for 50,001-300,000 Gallons  
\$2.53 per 1000 Gallons for 300,001-500,000 Gallons  
\$3.54 per 1000 Gallons for 500,001-1,000,000 Gallons  
\$4.55 per 1000 Gallons for 1,000,001-2,000,000 Gallons  
\$6.56 per 1000 Gallons for 2,000,001 Gallons and Over

Outside City Limits Base Rate- \$42.00 for 0-6,000 Gallons

Overage Rates

\$1.92 per 1000 Gallons for 6,001-50,000 Gallons  
\$2.53 per 1000 Gallons for 50,001-300,000 Gallons  
\$2.63 per 1000 Gallons for 300,001-500,000 Gallons  
\$3.54 per 1000 Gallons for 500,001-1,000,000 Gallons  
\$4.55 per 1000 Gallons for 1,000,001-2,000,000 Gallons  
\$6.56 per 1000 Gallons for 2,000,001 Gallons and Over

### **Culinary/Hydrant Use for Construction Water**

- Measured through City Meter - \$1,000 refundable deposit + applicable culinary monthly base and overage rates. Monthly base rate only charged once during permitted water use.
- Measured via truck load - \$20 per truck connection.
- Penalty for use of Hydrant without prior approval - \$1,000

### **Pressurized Irrigation Fees**

1. Private customer owner water shares, being delivered through the city system shall be assessed an annual operating and maintenance fee of \$5.00 per share. The fee may be prorated and collected monthly.
2. All City system customers shall be assessed

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<sup>9</sup> The CUCF rate is established in accordance with the Direct Award Grant Agreement between Gunnison City and DFCM. This rate may not include any charges related to financing costs associated with the Tarr Canyon Well project. Operational increases are allowed in as much as the increase is uniformly applied to other system users.

- a. An annual operating and maintenance fee of \$25.00/acre. This includes the Gunnison Irrigation Company assessment and the Gunnison City operating and maintenance costs. The fee may be prorated and collected monthly.
- b. \$6.50 per month per household with one or more connection to cover the city's obligations associated with the 2022 Irrigation Meter Revenue Bond.
- 3. City System customers who are served from the city owned pond will be charged
  - a. 1.00 per month per connection to pay for the construction and inclusion of Peacock Spring water in the system.
  - b. \$2.00 per month per connection to pay for the annual increase in assessments from the Gunnison Irrigation Company.
  - c. \$3.00 per month per connection to pay for operating and maintenance fees of the pressurized irrigation system.
  - d. \$7.00 per month per connection for capital replacement and irrigation pond expansion.
- 4. Properties approved to be included in "City SID Area" per Gunnison City land use ordinance section 1630 1-C will pay an assessment fee equal to \$1,500.00 per acre.
- 5. After July 1, 2024, due to the cost of installing irrigation meters and lifetime replacement costs, users will be charged a meter replacement fee each month based on the size of their irrigation meter as follows: 1-inch = \$3, 1.5-inch = \$8, 2-inch = \$11, 3-inch = \$15.

**Sewer Fees - Monthly**

\$ 15.00 Base Rate for first 6,000 gallons used

Overage Rates

- \$0.20 per 1,000 gallons between 6,000 – 12,000 gallons
- \$0.25 per 1,000 gallons between 12,000 – 25,000 gallons
- \$0.50 per 1,000 gallons between 25,000 – 50,000 gallons
- \$0.75 per 1,000 gallons between 50,000 – 100,000 gallons
- \$1.00 per 1,000 gallons between 100,000 – 250,000 gallons
- \$1.50 per 1,000 gallons between 250,000 – 500,000 gallons
- \$3.00 per 1,000 gallons between 500,000 – 1,000,000 gallons
- \$4.50 per 1,000 gallons between 1,000,000 – 2,500,000 gallons
- \$5.75 per 1,000 gallons between 2,500,000 – 5,000,000 gallons
- \$6.00 per 1,000 gallons over 5,000,000 gallons

**Delinquency Fees-** A delinquency fee shall be charged to all utility service bills not paid prior to the past due date. The amount of the fee shall be 7 percent per month for the delinquent portions of the bill.



## Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: Council Meeting Schedule for 2026

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The Gunnison Municipal Codes and State law requires the Council to establish an annual meeting schedule. Resolution 2025-18 sets the meeting schedule for 2026.

The Council may hold additional meetings with proper notice required by the Open Public Meetings Act.

## **RESOLUTION 2025-18**

### **A RESOLUTION ADOPTING THE 2026 CITY COUNCIL ANNUAL SCHEDULE OF MEETINGS**

**WHEREAS**, the Gunnison Municipal Code, §2.20.020 Meetings provides for the City Council to establish an annual schedule of meetings; and

NOW THEREFORE BE IT RESOLVED by the Gunnison City Council that the 2026 Annual Schedule of Meetings shall be as follows:

<b>Regular Meeting Dates:</b>		
January 7	May 6	September 2
January 21	May 20	September 16
February 4	June 3	October 7
February 18	June 17	October 21
March 4	July 1	November 4
March 18	July 15	November 18
April 1	August 5	December 2
April 15	August 19	December 16

Additional special or emergency meetings may be called in accordance with state open public meetings laws and meeting requirements of Gunnison Municipal Code, §2.20.020 Meetings

**PASSED** by the City Council of Gunnison City, Utah this 3<sup>rd</sup> of December 2025.

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**Lori Nay, Mayor**

**ATTEST**

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**Valerie Andersen, City Recorder**



## Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: Ordinance 2025-10, Imposing a RAP tax

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Although the Gunnison voters approved the imposition of a RAP tax, the Council must adopt an ordinance establishing the RAP tax before the State Tax Commission can begin to collect it within the City limits.

Ordinance 2025-10 establishes the RAP tax and codifies it in the Municipal Code, because it was not previously codified.

## **ORDINANCE 2025-10**

**AN ORDINANCE TO ENACT A LOCAL SALES AND USE TAX OF 0.1% ON THE TRANSACTIONS DESCRIBED IN SUBSECTION 59-12-103(1) LOCATED WITHIN THE CITY OF GUNNISON, TO FUND CULTURAL, RECREATIONAL AND ZOOLOGICAL FACILITIES AND BOTANICAL, CULTURAL, AND ZOOLOGICAL ORGANIZATIONS WITHIN THE CITY OF GUNNISON, SANPETE COUNTY, UTAH.**

**WHEREAS**, Gunnison City is a fifth-class city of the state of Utah; and

**WHEREAS**, the State of Utah provided under Section 59-12-14 Utah Code Annotated for cities to impose a sales tax of 0.1% pursuant to Section 59-12-1402, with the intent to provide funding for cultural, recreational and zoological facilities and ongoing operating expenses of botanical, cultural, and zoological organizations, and

**WHEREAS**, pursuant to Section 59-12-1402 and based on voter approval obtained at an election held November 4, 2025, the City may impose a local sales and use tax of 0.1% on the transactions described in Subsection 59-12-103(1) located within the City beginning January 1, 2025 based on a majority of voter approval; and

**WHEREAS**, the Mayor and City Council of the City have determined that the adoption of this ordinance will be in the best interest of the City, its citizens, inhabitants, owners, occupants, and people frequenting the City; now therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUNNISON, SANPETE COUNTY, STATE OF UTAH:**

**SECTION I. ESTABLISHMENT OF A 0.1% SALES TAX:** In addition to any other tax authorized by the laws of the State of Utah or of this municipality, there hereby is established, approved, and levied a sales and use tax upon the retail sales, as defined and included in Subsection 59-12-103(1), Utah Code Annotated and as restricted in Subsection 59-12-1402, Utah Code Annotated, as amended, of one tenth of one percent (0.1%), the revenues derived therefrom to be used for funding cultural, recreational and zoological facilities and the ongoing operating expenses of botanical, cultural, and zoological organizations under the jurisdiction of the City of Gunnison and in accordance with the Gunnison Valley Recreation Interlocal Compact Agreement between Centerfield City, Gunnison City, and the Town of Mayfield, which Compact agreement was entered into on March 4, 2013.

**SECTION II. COMPLIANCE WITH STATE PROVISIONS.** The sales and use tax described herein shall be imposed upon all transactions as described in Section 59-12-103(1), Utah Code Annotated, as amended, and subject to exemptions set forth in Section 59-12-104, Utah Code Annotated, as amended. The location of a transaction subject to this ordinance shall be determined in accordance with Section 59-12-206, Utah Code Annotated, as amended

**Section III.** Municipal Code Amendment. Section 3.70 Recreation, Arts and Parks Tax is hereby created and shall read as indicated in the attached Exhibit A which by this reference is made part hereof.

**Section IV.** Contrary Provisions Repealed. Any and all other provisions of the Gunnison City Municipal Code that are contrary to the provisions of this Ordinance are hereby repealed.

**Section V.** Codification, Inclusion in the Code, and Scrivener's Errors. It is the intent of the City Council that the provisions of this ordinance be made part of the Municipal Code of Gunnison City, Utah as adopted, that sections of this ordinance may be re-numbered or re-lettered, that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Sections of the ordinance may be re-numbered or re-lettered. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

**Section VI.** Severability. If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section VII.** Posting and Effective Date. Prior to 5:00 p.m. on December 4, 2025, the City Recorder shall: (a) deposit a copy of this ordinance in the official records of the City; and (b) post a copy of this ordinance in three places within the City. This ordinance shall be effective upon execution of a separate development and reimbursement agreement between Gunnison City and the applicants.

**ADOPTED AND PASSED** by the City Council of the City of Gunnison, Utah this 3<sup>rd</sup> day of December, 2025.

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Lori Nay, Mayor

ATTEST

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Valerie Andersen, City Recorder

Councilmember Robert Andersen  
Councilmember Donald Childs  
Councilmember Shawn Crane  
Councilmember Stella Hill  
Councilmember Michael Wanner

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## EXHIBIT A: MUNICIPAL CODE AMENDMENT

### **Title 3.70 Recreation, Arts and Parks Tax**

#### **3.70.010 TITLE**

This chapter shall be known as the RECREATION, ARTS AND PARKS TAX of Gunnison City, or alternatively, as the RAP Tax chapter of this Code.

#### **3.70.020 PURPOSE**

It is the purpose of this chapter to establish, impose, and levy a RAP Tax in accordance with Utah Code § 59-12-1401 et seq., as such code may be amended from time to time.

#### **3.70.030 RAP TAX**

1. There is hereby imposed and levied, and there shall be collected, a local Sales and Use Tax of 1/10 of one percent (0.1%) of the sales price upon all retail sales transactions, including personal property, services, and meals, made within Gunnison City, except for the exempt transactions listed in Utah Code § 59-12-104.
2. For purposes of this chapter, all retail sales shall be presumed to have been consummated at the place of business delivered by the retailer or their agent to an out-of-State destination or to a common carrier for delivery to an out-of-State destination. In the event a retailer has no permanent place of business, the place or places at which the retail sales are consummated shall be as determined under the rules and regulations adopted by the Utah State Tax Commission.
3. The tax revenues earned by the RAP Tax shall be used to fund City or non-profit projects within the City, or as otherwise in accordance with the Gunnison Valley Recreation Interlocal Compact Agreement, for recreational, cultural, and/or botanical facilities, including, but not limited to, capital projects, programs, and ongoing operating expenses of recreational and cultural facilities as such terms are defined in Utah Code § 59-12-1401 et seq.
4. So long as the Gunnison Valley Recreation Interlocal Compact Agreement remains in effect, expenditure of RAP tax funds shall be made at the discretion of the Gunnison Valley Recreation Board members as provided in the Gunnison Valley Recreation Interlocal Compact Agreement.

#### **3.70.040 CITIZENS ADVISORY COMMITTEE**

If at such time, the Gunnison Valley Recreation Interlocal Compact Agreement is no longer in effect, the Mayor, with the advice and consent of the Council, shall appoint a Citizens RAP Committee consisting of five (5) members. The Committee members shall be made up of the Mayor, an elected official, a representative from the South Sanpete School District, and two at-large members who are residents of Gunnison City.

The Citizens Advisory Committee shall receive and review applications for funding for projects eligible for RAP Tax monies. The committee shall make a recommendation to the Council for projects and amounts to be funded as part of the city's annual budgetary process. The committee shall function based on policies adopted by the City.

#### **3.70.050 EFFECTIVE DATE**

The effective date of the Gunnison City RAP Tax shall be April 1, 2026.

**3.70.060 MAYOR AUTHORIZED TO EXECUTE DOCUMENTS**

The Mayor is authorized to execute any and all documents necessary for the State Tax Commission to collect the RAP Tax and distribute it to the City for the purposes outlined in this chapter.



## Memorandum

To: Mayor Nay and City Council  
From: Dennis L. Marker, City Administrator  
Date: November 26, 2025  
Re: Ordinance 2025-11 Wildland Urban Interface Building Standards

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The 2025 legislature adopted H.B. 48, which mandates communities adopt any state established wildland urban interface building standards. Ordinance 2025-11 adopts the state wildland urban interface building standards by reference and authorizes the Fire Chief to enforce the same.

## **ORDINANCE 2025-11**

### **AN ORDINANCE ADOPTING WILDLAND URBAN INTERFACE BUILDING STANDARDS, PROVIDING FOR CODIFICATION, INCLUSION IN THE MUNICIPAL CODE, CORRECTION OF SCRIVERNER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE**

**WHEREAS**, Gunnison City is a fifth-class city of the state of Utah; and

**WHEREAS**, through interlocal agreement, the Gunnison City Fire Department is responsible for fire protection services for neighboring communities and unincorporated areas of Sanpete County; and

**WHEREAS**, The state legislature adopted H.B. 48 during the 2025 legislative session, which requires municipalities to adopt the wildland urban interface building standards, as defined in Utah Code, Section 65A-8-401 as part of a municipalities responsibilities for enforcing fire prevention and providing fire protection services; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GUNNISON, SANPETE COUNTY, STATE OF UTAH:

**Section I.** Municipal Code Amendment. Section 8.20.010.5 Wildland Urban Interface Building Standards is hereby created and shall read as follows:

#### **8.20.010.5 Wildland Urban Interface Building Standards**

The Wildland Urban Interface Building standards, as defined in Utah Code Section 65A-8-401, as may be amended from time to time, and any state-adopted editions of the Utah Wildland Urban Interface Code, issued by the International Code Council, with the alternatives, or amendments approved by the state. The Gunnison City Fire Chief shall be responsible for enforcing these provisions of the city's adopted building codes.

**Section II.** Contrary Provisions Repealed. Any and all other provisions of the Gunnison City Municipal Code that are contrary to the provisions of this Ordinance are hereby repealed.

**Section III.** Codification, Inclusion in the Code, and Scrivener's Errors. It is the intent of the City Council that the provisions of this ordinance be made part of the Municipal Code of Gunnison City, Utah as adopted, that sections of this ordinance may be re-numbered or re-lettered, that the word ordinance may be changed to section, chapter, or other such appropriate word or phrase in order to accomplish such intent regardless of whether such inclusion in a code is accomplished. Sections of the ordinance may be re-numbered or re-lettered. Typographical errors which do not affect the intent of this ordinance may be authorized by the City without need of public hearing by its filing a corrected or re-codified copy of the same with the City Recorder.

**Section IV.** Severability. If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section VII.** Posting and Effective Date. Prior to 5:00 p.m. on December 4, 2025, the City Recorder shall: (a) deposit a copy of this ordinance in the official records of the City; and (b) post a copy of this ordinance in three places within the City. This ordinance shall be effective upon execution of a separate development and reimbursement agreement between Gunnison City and the applicants.

**ADOPTED AND PASSED** by the City Council of the City of Gunnison, Utah this 3<sup>rd</sup> day of December, 2025.

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Lori Nay, Mayor

ATTEST

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Valerie Andersen, City Recorder

Councilmember Robert Andersen \_\_\_\_\_  
Councilmember Donald Childs \_\_\_\_\_  
Councilmember Shawn Crane \_\_\_\_\_  
Councilmember Stella Hill \_\_\_\_\_  
Councilmember Michael Wanner \_\_\_\_\_



# City Council Meeting

November 5<sup>th</sup>, 2025

City Council Chambers, 38 West Center

7 P.M. Mayor Nay opened the meeting.

## Roll Call:

Donald Childs, Mike Wanner, Shawn Crane, Robert Andersen, Lori Nay. Councilor Hill was excused.

## Invocation/Inspirational Thought:

Given by City Administrator Dennis Marker

## Pledge of Allegiance:

Led by Mayor Nay

## Public Forum:

Gina Frelove wanted to express some concern about the possible rezone that is on the agenda. She stated that she is concerned that the city will allow rezones for certain individuals and not others. She asked if all the neighborhood that would be affected was notified. City Administrator Dennis Marker addressed her concern and let her know that planning and zoning held a public hearing and addressed concerns and comments from citizens in the neighborhood and that the Planning and Zoning Commission felt as though this was a need and shouldn't be a negative effect on the neighborhood.

## Discussion and Possible Action Items

### Notification of Council Vacancy:

City Councilor Michael Wanner submitted a letter of resignation from the City Council on November 18, 2025. Mr. Wanner's resignation is not effective until he is sworn in as the new Mayor on January 7, 2026. The City Council needs to take steps to fill the upcoming vacancy. State law provides that after notification of a vacancy from the City Council, the city shall advertise the vacancy, allow residents to submit their names for consideration, and the Council shall interview all interested people in an open, public meeting. The City Council acknowledged Mr. Wanner's resignation letter and asked City staff to initiate the vacancy advertisement process. The Council requested a form be put together for applicants to fill out that will include why they are applying, history, experience, and feelings on current and future capital projects within the city moving forward.

### **Tarr Canyon Well Project – Professional Services Agreement:**

Kelly Chappell with Ensign Engineering addressed the council. The Tarr Canyon funding agreement with DFCM requires that a professional services agreement be entered into between Gunnison City and its engineering consultant on the project. Ensign Engineering has been providing professional services related to the Tarr Canyon Well for the past three years. The agreement covers professional services up to and including drilling the Tarr Canyon production well, approximately 20,000-25,000 feet of water transmission and distribution line, and power line extensions to the site. Funding for these professional services will come from the previously authorized DFCM funds. The Council asked Kelly how the cost compares with the market. Kelly stated that this is going to be below market level and that the normal amount is around 10%.

Councilor Crane made the motion to approve the Tarr Canyon Well Project- Professional Services Agreement with Ensign Engineering, Councilor Wanner seconded the motion.

Roll Call:

Childs: No, Wanner: Yes, Crane: Yes, Andersen: No, Mayor Nay: Yes

### **Resolutions and Ordinances**

#### **Ordinance 2025-09, Rezoning of Property at 130 West 400 North from R-2 to R-4:**

Before discussing this matter, Councilor Wanner recused himself from the meeting due to having a conflict of interest in the proposal.

A&M Builders LLC is requesting that Gunnison modify its zoning map so it can construct an 11-unit townhome development on their property at 135 West Veteran's Way (400 N). Under the current zoning (R-2) the property could be subdivided to accommodate a new single-family home and a duplex. Multi-family or condominium developments are not permitted in the R-2 Zone. The R-4 zone permits multi-family and condominium developments with a Conditional Use review. Based on the size of the subject property, an 11-unit townhome development may be possible under the R-4 zone. The property is currently a vacant field.

Councilor Crane made the motion to approve Ordinance 2025-09 Rezoning of property at 130 West 400 North from R-2 to R-4, Councilor Childs seconded the motion.

Roll Call:

Childs: Yes, Crane: Yes, Andersen: Yes

6:59 P.M. Councilor Wanner returned to the meeting

## Minutes

### **November 5, 2025, Special Council Meeting:**

Councilor Crane made the motion to approve the minutes for the November 5, 2025, special council meeting. Councilor Wanner seconded the motion.

Roll Call:

Childs: Yes, Wanner: Yes, Crane: Yes, Andersen: Abstain

### **November 5, 2025, Regular Council Meeting:**

Councilor Crane made the motion to approve the minutes for the November 5, 2025, regular council meeting, Councilor Childs seconded the motion.

Roll Call:

Childs: Yes, Wanner: Yes, Crane: Yes, Andersen: Abstain

### **Bills for period ending November 14, 2025, totaling \$138,121.14:**

Councilor Wanner made the motion to approve the bills for the period ending November 14, 2025, totaling \$138,121.14, Councilor Childs seconded the motion.

Roll Call:

Childs: Yes, Wanner: Yes, Crane: Yes, Andersen: Yes

## **Reports of Officers, Staff, Boards and Committees**

### **JD Bunnell:**

Christmas lights will be installed on Monday.

## **Reports by Mayor and Council Members**

### **Robert Andersen:**

Requested a gift certificate for those that helped with the tree on Main Street by providing heavy equipment.

### **Tarr Canyon Well Project Update and Related Easements:**

Councilor Wanner made the motion to go into closed meeting to discuss the pending or reasonably imminent litigation, and/or purchase, exchange, or lease of real property. Councilor Andersen seconded the motion.

Roll Call:

Childs: Yes, Wanner: Yes, Crane: Yes, Andersen: Yes

Councilor Wanner was excused from the meeting at 7:15 p.m.

7:30 P.M. The Council exited closed session. No action was taken.

**Adjournment:**

Councilor Andersen made the motion to adjourn; Councilor Crane seconded the motion.

Roll Call:

Childs: Yes, Crane: Yes, Andersen: Yes

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Approval Date: December 3, 2025

Lori Nay, Mayor

Attest:

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Valerie Andersen, City Recorder

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>10-2221</b>							
4009	IRS	2025.11.16	11/03/2025-11/16/2025	11/19/2025	5,570.63	5,570.63	11/20/2025
Total 10-2221:					5,570.63	5,570.63	
<b>10-2225</b>							
3570	UTAH RETIREMENT SYSTEMS	2025.11	LIABILITIES-RETIREMENT PAYA	11/17/2025	4,844.81	4,844.81	11/20/2025
Total 10-2225:					4,844.81	4,844.81	
<b>10-2229</b>							
4067	SUN LIFE	2025.11	INSURANCE- DECEMBER 2025	11/17/2025	339.50	339.50	11/20/2025
Total 10-2229:					339.50	339.50	
<b>10-2231</b>							
4003	PEHP FLEX	2025.11.16	FLEX - 11/03/2025-11/16/2025	11/17/2025	194.23	194.23	11/20/2025
Total 10-2231:					194.23	194.23	
<b>10-2232</b>							
2390	PEHP LTD PROGRAM	2025.11.16	LIABILITIES- 11/03/2025-11/16/20	11/17/2025	98.00	98.00	11/20/2025
2385	PUBLIC EMPLOYEES HEALTH	0124176296	LIABILITIES-10/01/2025-10/31/20	10/20/2025	139.49	139.49	11/20/2025
Total 10-2232:					237.49	237.49	
<b>10-41-21</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - ZOOM	10/28/2025	15.99	15.99	11/20/2025
Total 10-41-21:					15.99	15.99	
<b>10-41-23</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - MAYOR AND STELLA	10/28/2025	48.03	48.03	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - DINNER FOR ULCT	10/28/2025	600.00	600.00	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - LODGING MAYOR U	10/28/2025	512.45	512.45	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - LODGING MIKE WAN	10/28/2025	512.45	512.45	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - LODGING SHAWN C	10/28/2025	512.45	512.45	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - LODGING DONALD	10/28/2025	512.45	512.45	11/20/2025
3120	STELLA HILL	2025.11	COUNCIL - GAS REIMBURSEME	11/25/2025	140.00	140.00	11/25/2025
Total 10-41-23:					2,837.83	2,837.83	
<b>10-41-60</b>							
31	AMAZON BUSINESS	17YH-9QVT-KJ	COUNCIL - MAYORS RETIREME	11/17/2025	304.47	304.47	11/20/2025
31	AMAZON BUSINESS	1DTN-41D1-G	COUNCIL - MAYORS RETIREME	10/10/2025	126.12	126.12	11/20/2025
780	COPY STATION	5798	COUNCIL - MAYOR RETIREMEN	11/08/2025	18.75	18.75	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - MAYORS RETIREME	10/28/2025	160.80	160.80	11/20/2025
Total 10-41-60:					610.14	610.14	
<b>10-42-31</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	COURT - G SUITE	10/28/2025	24.91	24.91	11/20/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 10-42-31:				24.91	24.91	
<b>10-43-23</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	PLANNING AND ZONING - LOD	10/28/2025	264.60	264.60	11/20/2025
	Total 10-43-23:				264.60	264.60	
<b>10-49-21</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	ADMIN - DOMAIN RENEWAL	10/28/2025	23.19	23.19	11/20/2025
	Total 10-49-21:				23.19	23.19	
<b>10-49-23</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	ADMIN - LODGING FOR VALERI	10/28/2025	177.05	177.05	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	ADMIN - LODGING FOR VALERI	10/28/2025	354.10	354.10	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	ADMIN - LODGING DENNIS MAR	10/28/2025	512.45	512.45	11/20/2025
3900	VALERIE ANDERSEN	2025.11	ADMIN - MILEAGE REIMBUSEM	11/17/2025	68.60	68.60	11/20/2025
	Total 10-49-23:				1,112.20	1,112.20	
<b>10-49-24</b>							
3958	CIVICPLUS, LLC	348605	ADMIN - WEB OPEN PLATFORM	11/15/2025	4,428.38	4,428.38	11/20/2025
4009	IRS	2025.11.19	ADMIN - ACCOUNT BALANCE, P	11/17/2025	3,248.63	3,248.63	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	ADMIN - MAIN FREEZE LUNCH	10/28/2025	115.99	115.99	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	ADMIN - PDFSAM ENHANCED P	10/28/2025	105.23	105.23	11/20/2025
	Total 10-49-24:				7,898.23	7,898.23	
<b>10-49-31</b>							
2805	SANPETE COUNTY CLERK	G2025-005	ADMIN - 2025 MUNICIPAL GENE	11/17/2025	2,299.50	2,299.50	11/20/2025
	Total 10-49-31:				2,299.50	2,299.50	
<b>10-49-34</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	RECORDER - GSUITE	10/28/2025	28.77	28.77	11/20/2025
	Total 10-49-34:				28.77	28.77	
<b>10-49-60</b>							
1631	JD BUNNELL	2025.11	ADMIN - ONE YEAR GYM REIMB	11/19/2025	336.00	336.00	11/20/2025
	Total 10-49-60:				336.00	336.00	
<b>10-51-74</b>							
2410	PETERSON REFRIGERATION &	131811	CITY HALL - REPLACEMENT FO	11/17/2025	29,804.29	29,804.29	11/20/2025
	Total 10-51-74:				29,804.29	29,804.29	
<b>10-52-29</b>							
2685	ROCKY MOUNTAIN POWER	2025.66589636	SHOP - OCTOBER 2025	11/10/2025	99.82	99.82	11/25/2025
	Total 10-52-29:				99.82	99.82	
<b>10-56-22</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - MAYOR NAY LODGI	10/28/2025	210.29	210.29	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - STELLA HILL LODGI	10/28/2025	420.58	420.58	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - MIKE WANNER LOD	10/28/2025	420.58	420.58	11/20/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3839	STATE BANK OF SOUTHERN UT	2025.11	COUNCIL - SHAWN CRANE LOD	10/28/2025	420.58	420.58	11/20/2025
	Total 10-56-22:				1,472.03	1,472.03	
<b>10-56-37</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	ECO DEVELOPMENT - 4TH OF	10/28/2025	29.95	29.95	11/20/2025
	Total 10-56-37:				29.95	29.95	
<b>10-60-29</b>							
2685	ROCKY MOUNTAIN POWER	2025.66589636	STREETS - OCTOBER 2025	11/10/2025	628.56	628.56	11/25/2025
	Total 10-60-29:				628.56	628.56	
<b>10-62-55</b>							
2860	SANPETE SANITARY LANDFILL	2025.11	CO-OP LANDFILL FEES	10/31/2025	2,437.20	2,437.20	11/20/2025
	Total 10-62-55:				2,437.20	2,437.20	
<b>10-70-29</b>							
2685	ROCKY MOUNTAIN POWER	2025.66589636	PARKS AND CEMETERY - OCTO	11/10/2025	181.07	181.07	11/25/2025
	Total 10-70-29:				181.07	181.07	
<b>10-70-35</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	PARKS - ABOUT UTAH OUTDO	10/28/2025	476.87	476.87	11/20/2025
	Total 10-70-35:				476.87	476.87	
<b>10-75-21</b>							
31	AMAZON BUSINESS	17WP-76X9-Q	LIBRARY - ASSORTED BOOKS	09/14/2025	10.38	10.38	11/20/2025
2170	MICRO MARKETING LLC	993597	LIBRARY-	11/04/2025	45.10	45.10	11/20/2025
2170	MICRO MARKETING LLC	994050	LIBRARY-	11/11/2025	38.53	38.53	11/25/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	LIBRARY - KINDLE	10/28/2025	11.73	11.73	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	LIBRARY - KINDLE	10/28/2025	12.80	12.80	11/20/2025
	Total 10-75-21:				118.54	118.54	
<b>10-75-31</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	LIBRARY - G SUITE	10/28/2025	43.85	43.85	11/20/2025
	Total 10-75-31:				43.85	43.85	
<b>10-76-30</b>							
2685	ROCKY MOUNTAIN POWER	2025.66589636	RODEO - OCTOBER 2025	11/10/2025	11.77	11.77	11/25/2025
	Total 10-76-30:				11.77	11.77	
<b>10-78-29</b>							
2685	ROCKY MOUNTAIN POWER	2025.66589636	AIRPORT - OCTOBER 2025	11/10/2025	163.15	163.15	11/25/2025
	Total 10-78-29:				163.15	163.15	
<b>21-40-24</b>							
115	AMAZON	193C-D9FK-F	POOL - SPEAKER SYSTEM	09/29/2025	273.99	273.99	11/25/2025
	Total 21-40-24:				273.99	273.99	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>21-40-26</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	POOL - CONCESSIONS	10/28/2025	234.45	234.45	11/20/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	POOL - CONCESSIONS	10/28/2025	1,076.09	1,076.09	11/20/2025
Total 21-40-26:					1,310.54	1,310.54	
<b>21-40-29</b>							
2685	ROCKY MOUNTAIN POWER	2025.66589636	POOL - OCTOBER 2025	11/10/2025	1,499.57	1,499.57	11/25/2025
Total 21-40-29:					1,499.57	1,499.57	
<b>21-40-33</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	POOL - GSUITE	10/28/2025	13.51	13.51	11/20/2025
Total 21-40-33:					13.51	13.51	
<b>21-40-42</b>							
565	CEM AQUATICS	23410	POOL - CHEMICAL	10/20/2025	1,862.19	1,862.19	11/20/2025
590	CENTRAL UTAH PUBLIC HEALT	2025.10.POOL	POOL - WATER SAMPLES OCT	10/31/2025	60.00	60.00	11/20/2025
Total 21-40-42:					1,922.19	1,922.19	
<b>22-40-25</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	FIRE - BADGES FOR THE FIRE	10/28/2025	1,033.50	1,033.50	11/20/2025
Total 22-40-25:					1,033.50	1,033.50	
<b>22-40-29</b>							
2685	ROCKY MOUNTAIN POWER	2025.66589636	FIRE - OCTOBER 2025	11/10/2025	204.29	204.29	11/25/2025
Total 22-40-29:					204.29	204.29	
<b>22-40-70</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	FIRE - G SUITE	10/28/2025	18.77	18.77	11/20/2025
Total 22-40-70:					18.77	18.77	
<b>50-40-30</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	PI - GSUITE	10/28/2025	14.03	14.03	11/20/2025
Total 50-40-30:					14.03	14.03	
<b>51-81-23</b>							
1631	JD BUNNELL	2025/11/25	WATER - PER DIEM FOUR COR	11/25/2025	88.50	88.50	11/25/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	WATER - LODGING FOR ANNUA	10/28/2025	205.03	205.03	11/20/2025
Total 51-81-23:					293.53	293.53	
<b>51-81-25</b>							
590	CENTRAL UTAH PUBLIC HEALT	2025.10.PW	WATER- PUBLIC WATER SAMPL	10/31/2025	100.00	100.00	11/20/2025
998	DYNAMIC INTEGRATIONS, LLC	INV-10612	WATER - SCADA COMPUTER F	12/09/2024	850.00	850.00	11/20/2025
2225	MOUNTAINLAND SUPPLY CO	S107420981.0	WATER - FORD C86-44-U-NL, F	11/03/2025	1,770.87	1,770.87	11/20/2025
2225	MOUNTAINLAND SUPPLY CO	S107421107.00	WATER- RIDGID	11/04/2025	340.05	340.05	11/20/2025
Total 51-81-25:					3,060.92	3,060.92	
<b>51-81-29</b>							
2685	ROCKY MOUNTAIN POWER	2025.66589636	WATER - OCTOBER 2025	11/10/2025	5,668.88	5,668.88	11/25/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 51-81-29:				5,668.88	5,668.88	
<b>51-81-31</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	WATER - GSUITE	10/28/2025	17.54	17.54	11/20/2025
	Total 51-81-31:				17.54	17.54	
<b>51-81-77</b>							
4140	SANPETE NEWS COMPANY	72179	WATER - CALL FOR BIDS AD FO	11/19/2025	140.00	140.00	11/25/2025
	Total 51-81-77:				140.00	140.00	
<b>52-82-23</b>							
1631	JD BUNNELL	2025/11/25	SEWER - PER DIEM FOUR COR	11/25/2025	88.50	88.50	11/25/2025
3839	STATE BANK OF SOUTHERN UT	2025.11	SEWER - 52-82-23	10/28/2025	205.02	205.02	11/20/2025
	Total 52-82-23:				293.52	293.52	
<b>52-82-29</b>							
2685	ROCKY MOUNTAIN POWER	2025.66589636	SEWER - OCTOBER 2025	11/10/2025	52.69	52.69	11/25/2025
	Total 52-82-29:				52.69	52.69	
<b>52-82-31</b>							
3839	STATE BANK OF SOUTHERN UT	2025.11	SEWER - GSUITE	10/28/2025	14.03	14.03	11/20/2025
	Total 52-82-31:				14.03	14.03	
<b>52-82-67</b>							
2860	SANPETE SANITARY LANDFILL	65282	SEWER - SEWER LAGOONS	11/02/2025	12.76	12.76	11/20/2025
	Total 52-82-67:				12.76	12.76	
	Grand Totals:				77,949.38	77,949.38	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_City Recorder: \_\_\_\_\_  
\_\_\_\_\_

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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## Report Criteria:

Detail report.

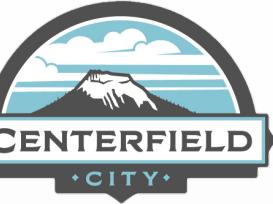
Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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Protecting our Freedoms with Honor and Integrity



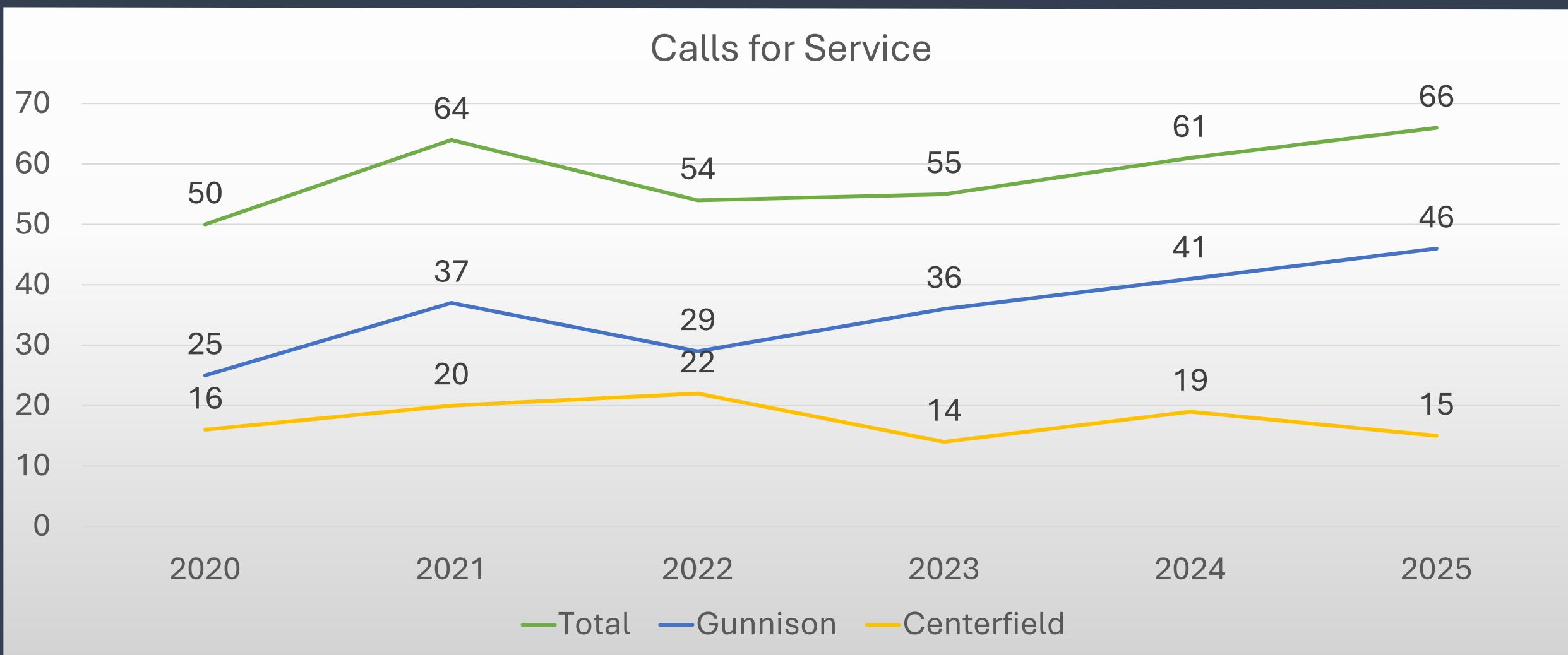
# Gunnison Valley Police Department



November 2025  
Statistical and  
Chief's Update  
Report



# Calls for Service – Nov 2025





# November 2025 Calls



Classification	Events Reported
Burglar Alarm	4
Animal Attack	1
ANIMAL OTHER	1
FIRE DEPARTMENT	2
Civil Problem	1
Cruelty Toward Child	1
Family Offense, Other	1
Found Property	1
Harassment, Other	1
Juvenile Problem	3
Lost Property	1
Mental Subject	1
Miscellaneous Incidents	1
Missing Person	1
Ordinance Violation, Other	1
PO VIOLATION	1

Classification	Events Reported
FUNERAL	1
VIN INSPECTION	1
Assist Public	1
Lockout	1
Other Public Service	2
PARADE	1
VIN INSPECTION	4
WELFARE CHECK	3
Suspicious Activity	1
Suspicious Person	3
Larceny, from Yard/Land	1
VEHICLE DAMAGE	2
Traffic Accident, Injury	1
Traffic Accident, Vehicle Damage	1
Traffic, Other	1
Event Totals	55



# Overall UCR Crime View

	Nov 2020	Nov 2021	Nov 2022	Nov 2023	Nov 2024	Nov 2025	Avg
Assault		1	0	0	0	0	.17
Burglary		0	0	0	0	0	0
Homicide		0	0	0	0	0	0
Larceny (Theft)		0	0	2	1	1	.83
Robbery		0	0	0	0	0	0
Sexual Offense		0	0	0	0	0	0
Stolen Auto		0	0	0	0	0	0
<b>Total</b>	1	0	2	1	1	1	



# Arrests – Citations – Warnings

## Proactive Policing





# Time Analysis



Year	Time of Day	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Total
2020	# of Calls	2	1	0	0	0	0	0	1	1	3	2	1	2	7	3	3	6	3	2	4	5	2	1	1	50
2021	# of Calls	2	3	0	0	0	0	1	1	1	2	1	2	6	3	3	5	0	13	6	1	5	4	2	3	64
2022	# of Calls	0	1	0	0	1	0	0	0	3	2	3	1	4	2	2	5	9	7	3	2	7	1	0	1	54
2023	# of Calls	0	1	0	0	0	0	0	0	3	2	3	4	4	3	4	5	1	6	7	0	3	2	3	4	55
2024	# of Calls	2	0	0	1	1	0	0	1	2	3	2	1	6	2	10	4	10	7	4	2	1	1	0	1	61
2025	# of Calls	0	0	1	0	0	0	1	1	0	1	4	9	7	6	6	6	5	3	3	2	5	4	1	1	66
	Totals:	6	6	1	1	2	0	2	4	10	13	15	18	29	23	28	28	31	39	25	11	26	14	7	11	



# Department Updates

- Vehicles
  - We sold Buege's truck and the Dodge Durango.
  - Decals on one vehicle, the next coming in a couple of weeks.
- Upcoming Events
  - Centerfield Tree Lighting
    - December 5
  - Shops with a Cop
    - December 6
  - Christmas & New Years Eve

