CITY OF MONTICELLO

ORDINANCE NO. 2019-1-1

TITLE: **Amendments to the Subdivision Regulations, Zoning Lot Postponement of Improvements Agreement (Lien Form)**

PURPOSE: **To adopt amendments to the Subdivision Regulations, Title 11, of the City of Monticello as Title 11-8-1, Zoning Lot Postponement of Improvements Agreement (Lien Form).**

WHEREAS, this ordinance was originally adopted in 2008 but unintentionally removed from the City Code, and

WHEREAS, it has been recommended by the Planning Commission that Title 11, of the Subdivision Regulations of the City Code of Monticello provide for and authorize the use of a Zoning Lot Postponement of Improvements Agreement (Lien Form).

WHEREAS, the City of Monticello is anticipating growth within undeveloped areas of the City and has the desire to collect fees associated with the installation of mandatory improvements.

WHEREAS, a public hearing was duly advertised and held on the 9th day of July, 2008, where an opportunity for public comment on the proposed amendments was provided:

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

Title 11, of the Subdivision Regulations of the City Code of Monticello is hereby amended as follows:

As a subject, the addition of (Title 11-8-1) Zoning Lot Postponement of Improvements Agreement (Lien Form).

CITY OF MONTICELLO
ZONING LOT
POSTPONEMENT OF IMPROVEMENTS AGREEMENT
(LIEN FORM)

<APPLICANT NAME> of The City of Monticello, County of San Juan, State of Utah, hereinafter referred to as **APPLICANT**, and **MONTICELLO CITY CORPORATION**, a municipal corporation of the State of Utah, hereinafter referred to as "the **CITY**," hereby agree as follows:

1. **PRELIMINARY**. **APPLICANT** has applied for a building permit for a new structure or an addition to or remodeling of an existing structure, on property located at <PHYSICAL ADDRESS>, more particularly described in Paragraph 2 hereof. There is now in force an ordinance of the **CITY**, known as Ordinance # 2008-___. This ordinance requires the installation of off-site improvements, including, but not limited to: construction/paving of curb, gutter, sidewalks, and streets adjacent to any property and connections for culinary water, secondary water, and sewer, where the same have not previously been installed. Said improvements are to be installed at such time as application is made for a building permit for any other improvement on such property.

2. **LEGAL DESCRIPTION**. Following is a legal description of the property to which this agreement pertains, to wit;

3. **AGREEMENT FOR POSTPONED INSTALLATION**. The parties agree that **APPLICANT** may postpone compliance with the terms of Ordinance #2008-___, until such time the City Council shall determine, in its considered discretion, that the improvements should be installed adjacent to the **APPLICANT'S** property. The City Council shall not make such determination until like improvements are required to be installed on adjacent properties.

4. **POSTPONED INSTALLATION**. Upon receipt of notice that the City Council has made the determination referred to in Paragraph 3, hereof, **APPLICANT** or its successor in interest shall either proceed to install the said off-site improvements or reimburse the **CITY** if the **CITY** elects to install the improvements. In the event a special improvement district (SID) is organized for the purpose of installing the off-site improvements, **APPLICANT** agrees to make payment to SID for improvements. In any case, **APPLICANT** will refrain from objecting either formally or otherwise to the installation of the improvements, the establishment of such a district, or the assessment imposed by the district for construction of the improvements indicated above.

5. **COMPLIANCE WITH CITY ORDINANCES AND SPECIFICATIONS**. It is agreed that the installation of the off-site improvements shall be constructed in accordance with all applicable, specifications, and standards of the **CITY**, and with any administrative rules or regulations pertinent thereto. All work shall be subject to the inspection of the **CITY** Building Official or his agent, and any questions as to conformity with the **CITY** specifications or standards or as to the technical sufficiency of the work shall be decided by the **CITY** Building Official, and his decision shall be final and conclusive.

6. **LIEN TO BE RECORDED**. It is agreed that this Agreement shall be placed on record in the office of the San Juan County Recorder, and shall be a lien against the property described in Paragraph 2 hereof. Upon satisfactory completion of the installation of said off-site improvements, the lien shall be discharged by the **CITY**. **APPLICANT** shall pay the expenses of recording and discharging the lien.

7. **SUCCESSORS, ENFORCEMENT**. This agreement shall be binding on the parties hereto, their successors or assigns. Should the services of an attorney be required to enforce this Agreement, the defaulting party agrees to pay a reasonable attorney's fee and court costs.

WITNESS WHEREOF, the undersigned parties have executed this Agreement in duplicate, of which may constitute an original, this _____ day of _____.

APPLICANT(s)
BY:_____

_____

MONTICELLO CITY CORPORATION

_____
MANAGER

ATTEST:

_____
CITY RECORDER

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

The above APPLICANT(s) signed this document before me this _____ day of _____.

NOTARY

This ordinance became effective December 10, 2008, and shall be reinstated/

PASSED and APPROVED by the Monticello City Council on this 9 day of January, 2019.

Tim Young, Mayor

ATTEST:

Cindi Holyoak, Recorder