



City Council Meeting/Work Session

Tuesday, September 22, 2026 at 7:00 pm

Attendees: Mayor Kevin Dunn, Councilmember Kirk Crowley, Councilmember Ron Skinner, Councilmember Nathan Chamberlain, Councilmember Shane Brewer, Councilmember Todd Westcott, City Manager Kaeden Kulow, Assistant City Manager Megan Gallegos, City Recorder Melissa Gill

Monticello City Council Meeting

Meeting Location: Hideout Community Center 648 S Hideout Way

- 1. Call to Order**
- 2. Invocation/Opening Remarks/Pledge of Allegiance**
- 3. Public Comment**

This is an opportunity for members of the public to share comments, concerns, or suggestions with the Council. Please state your name for the record and limit remarks to three (3) minutes. The Council appreciates your participation. In accordance with the Utah Open and Public Meetings Act, the Council may ask questions or provide brief responses but cannot take action or engage in substantive discussion on items not listed on the agenda.

- 4. Councilmember General Comment/Declaration of Conflict of Interest**
- 5. Future Fire Restrictions (discussion)**
- 6. Consider for Approval: Resolution 2026-11 Interlocal Agreement with the Town of Bluff for Building Inspection Services (discussion/action)**

Roll Call Vote

Attachments:

- **Interlocal Agreement - Building Inspections - Bluff 260922** (Interlocal_Agreement_-_Building_Inspections_-_Bluff_260922.pdf)

- 7. Discussion and Possible Action Regarding Removal of Member of Airport Committee (discussion/action)**
- 8. Monticello City Committee By-Laws (discussion)**

Attachments:

- **Airport Committee 260922** (Airport_Committee_260922.pdf)
- **Parks & Beautification Committee 260922** (Parks_Beautification_Committee_260922.pdf)

- **Recreation Advisory Committee 260922** (Recreation_Advisory_Committee_260922.pdf)

9. Spring Creek Project Update (discussion)

10. Follow Up Items (discussion)

This is an opportunity for Council Members to address any public comments received during the meeting, if they feel further discussion is warranted, and to continue discussion on items previously considered by the Council. No final action will be taken unless the item is properly noticed on the agenda.

11. Administrative Communications

12. Consider Upcoming Agenda Items (action)

13. Adjournment (action)

AUDIO FILE

<https://soundcloud.com/user-250815044/2026-09-22-city-council-1>

NOTICE OF SPECIAL ACCOMMODATIONS

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

Contact: Melissa Gill, Recorder (melissa@monticelloutah.gov 435-587-2271) | Agenda published on 09/17/2026 at 2:02 PM

INTERLOCAL COOPERATION AGREEMENT BETWEEN CITY OF MONTICELLO AND TOWN OF BLUFF FOR BUILDING INSPECTION SERVICES

This Interlocal Cooperation Agreement (“**Agreement**”) is made and entered into pursuant to 11-13-1, Utah Code Annotated, as amended, commonly referred to as the Interlocal Cooperation Act, by and between **TOWN OF BLUFF**, a municipal corporation of the State of Utah,, hereinafter referred to as “**Bluff**”, and the **CITY OF MONTICELLO**, a municipal corporation of the State of Utah, hereinafter referred to as “**Monticello**.” Bluff and Monticello are hereinafter referred to individually as “**Party**” and collectively as “**Parties**.”

RECITALS

WHEREAS, Monticello wants a safe and secure environment for its citizens, businesses and all others within the City boundaries; and

WHEREAS, Monticello desires to make the most cost-effective use of tax dollars to provide Inspection Services; and

WHEREAS, Monticello feels that the Town of Bluff Building Department can provide excellent, cost-effective Inspection Services within Monticello boundaries; and

WHEREAS, Monticello is required by State Code to have a licensed building official performing the functions of inspections and plan approvals, and requests that these functions be provided by the Town of Bluff Building Department; and

WHEREAS, Monticello and Bluff have determined that it is mutually advantageous to enter into this Agreement for the Town of Bluff Building Department to provide building inspection services for Monticello; and

WHEREAS, the Parties agree that the Inspection Services provided will be paid for by the Monticello as set forth herein and that such payment constitutes reasonable, fair, and adequate consideration for the Inspection Services;

NOW, THEREFORE, pursuant to the Utah Interlocal Cooperation Act, the Parties agree as follows:

SECTION ONE: AGREEMENT

1.01 The foregoing recitals are incorporated into this Agreement.

1.02 For the purposes of this Agreement:

- (a) “**Building Official**” means (1) the licensed building official designated by Town of Bluff; or (2) any designee duly authorized by the licensed building official.

- (b) **“Building Inspector”** means any employee or contractor of Town of Bluff authorized to conduct building inspections under the supervision of the Building Official and per this Agreement.
- (c) **“Inspection Services”** means plan reviews, inspections, and related services performed by the Building Official or a Building Inspector pursuant to Utah law and this Agreement.

1.03 Bluff, through the Town of Bluff Building Department, agrees to furnish Inspection Services and to enforce applicable state laws within the corporate limits of Monticello as described herein.

1.04 This Agreement constitutes the complete agreement between the Parties and supersedes any existing building inspection service agreement, oral or written, between the Parties.

1.05 The Monticello City Manager and the Monticello City Planning and Zoning Administrator shall be the administrators of this Agreement for Monticello. The Bluff Town Manager will be the administrator of this Agreement for Bluff. These parties will be expected to attend meetings as requested and available.

1.06 Monticello shall be solely responsible and solely authorized to enforce all Monticello City codes, ensure land use is appropriate, and issue stop-work orders and certificates of occupancy.

SECTION TWO: SCOPE OF SERVICES

2.01 Monticello shall furnish personnel for (1) collection of applications and fees; (2) data input into building software; (3) compliance investigations; (4) communications with Bluff employees and applicants; (5) issuance of stop-work orders with cosign from Building Inspector, as applicable; (6) issuance of Certificates of Occupancy; (7) follow-up communications; and (8) any other services in the field of construction that are within the legal power and ability of City to provide.

2.02 Bluff shall (1) furnish all tools and resources reasonably necessary perform Inspection Services; (2) facilitate timely communications with Monticello and applicants.

2.03 Bluff shall provide an official schedule to Monticello to ensure Inspection Services are meeting the requirements of Utah law. Bluff may adjust the schedule to meet current or future state code timeline requirements and deadlines.

2.05 Monticello shall provide the software used to record and document the City's building permits. Bluff shall document its work in the City's permit system along with any attachments to each building permit. If such work and supporting attachments are accidentally uploaded to the wrong Party's permit system, the Party discovering the error shall notify the other Party within 48 hours so the record may be corrected.

SECTION THREE:

AUTHORITY AND EMPLOYMENT STATUS

3.01 For purposes of liability, Bluff officers, employees, and contractors shall not be deemed Monticello officers or employees except as explicitly provided in this Agreement. All Building Inspectors employed by Bluff shall be Bluff employees and shall not be entitled to any Monticello pension, civil service benefit, or any other City employee benefits for services provided under this Agreement. Bluff shall retain full supervisory authority over its personnel performing Inspection Services. Any contractors retained by Bluff shall perform Inspection Services per their contracts with Bluff and under Bluff's supervision.

3.02 Monticello shall be solely responsible for the issuance of building permits.

SECTION FOUR: INDEMNIFICATION

4.01 Monticello shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of Monticello in connection with the performance of this Agreement. Monticello shall also defend and indemnify Bluff for all claims and expenses that arise out of the enforcement of a State law or Monticello ordinance that is deemed to be unlawful or unconstitutional.

4.02 Bluff shall be responsible for all damages to persons or property that occur as a result of negligence or fault of Bluff in connection with the performance of this Agreement. Bluff shall indemnify and hold Monticello free and harmless from all claims that arise as a result of the negligence or fault of Bluff, its officers, agents and employees.

4.03 In the event that Monticello or any of its officers or employees are named as co-defendants with Bluff or any of its officers or employees in any civil action based upon the delivery of Bluff services under the terms of this Agreement, Bluff agrees to undertake the defense of Monticello or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by Bluff that a conflict of interest exists, at which time Monticello will be notified of its duty to independently undertake and pay for the defense of Monticello or its officer or employee named as a co-defendant in such civil actions.

4.04 In the event that Bluff or any of its officers or employees are named as co-defendants with Monticello or any of its officers or employees in any civil action based upon the delivery of Monticello services under the terms of this Agreement, Monticello agrees to undertake the defense of Bluff or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by the Monticello that a conflict of interest exists, at which time Bluff will be notified of its duty to independently undertake and pay for the defense of Bluff or its officer or employee named as a co-defendant in such civil actions.

**SECTION FIVE:
RESPONSIBILITY FOR SALARY AND BENEFITS**

- 5.01 Monticello shall not assume any liability for the payment of any salaries, wages, employment benefits, or other compensation to any Bluff personnel performing services hereunder for Monticello and will not assume any other employment related liability except as provided for in this Agreement.
- 5.02 Monticello shall not be liable for compensation or indemnity to any Bluff employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the Bluff hereby agrees to hold Monticello harmless against any such claim.

**SECTION SIX:
TERM OF AGREEMENT**

- 6.01 Unless terminated sooner as provided for herein, this Agreement shall be effective 12:01 am, September , 2026, and shall run for a five (5) year period until 12 midnight September , 2031.
- 6.02 In the event Monticello desires to extend this Agreement for a succeeding five year period, the Monticello City Council, by May 15 of the year of the expiration date of this Agreement, shall notify the Bluff Town Council that it wishes to renew the Agreement, whereupon the Bluff Town Council, not later than June 15, shall notify the Monticello City Council in writing of its determination concerning the renewal for an additional five-year period together with any readjusted rates for the new extended agreement and a new agreement shall be executed. If these notifications are not made, this Agreement shall expire and shall terminate on the final day of this agreement.
- 6.03 Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 30 days prior written notice to the other party. In the event of a termination, all services will be carried out to the end of the month, regardless of which Party terminates the agreement. Payments will be prorated based on time of cancellation and refunds to Monticello or payments from Monticello will be processed within 30 days after the day of termination of the Agreement.

**SECTION SEVEN:
COMPENSATION FOR SERVICES**

- 7.01 Monticello agrees to pay Bluff the amount set forth in Attachment A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this agreement. Monticello shall pay the amount set forth in Attachment A, as scheduled in this agreement, even during times when a new officer is being recruited, hired, trained, etc. to fill a vacancy under this agreement.
- 7.02 Monticello's payments will cover all work required for each permit, including all

inspections by Bluff through completion of the permit. If additional inspections or unplanned adjustments are needed, they will be added to the permit with a note explaining the reason.

7.03 Monticello shall budget for and remit the amounts due to the Bluff at the close of the semi-annual year: June and December. If such payment is not remitted to Bluff within 30 days following the end of the quarter, a reminder will be sent from Bluff inquiring about the payment. The Parties are responsible for tracking the payment amounts due following the semi-annual schedule.

~~7.04 The compensation paid by Monticello to Bluff pursuant to this Agreement shall be used for the services provided pursuant to this Agreement, and Bluff shall not have the authority or right to use such funds for other purposes. Further, the Bluff agrees not to offset the City's present or future budget because of the compensation paid pursuant to this Agreement.~~

SECTION EIGHT: REPORTS AND RECORDS

8.01 Records will be maintained of all building inspection activity and services in and the records will be accessible to Monticello at all reasonable times. Bluff shall prepare an annual report of building inspections in Monticello and shall review the report annually with Monticello Staff at a meeting upon request by Monticello. Bluff Building Official shall also provide updates to online building records within 48 hours of performing Inspection Services.

SECTION NINE: COORDINATION

9.01 Monticello City's Manager, Mayor, or other designated representatives may confer with Bluff, and/or Bluff's designated contract representatives to coordinate with the Town of Bluff Building Department regarding the performance of services under this Agreement, the costs for future periods under this Agreement, or any other issues related to the services provided under this Agreement. Such meetings will be subject to the discretion and availability of the required officials and shall be handled in accordance with Bluff policy.

9.02 All inspections shall be requested by Monticello City Planning & Zoning Administrator. Bluff shall schedule each inspection directly with the property owner based on the proper timeline for the requested inspection. Following completion, Bluff shall document the inspection in Monticello system within 48 hours.

~~9.03 Bluff shall notify the City of any adjustments to the Bluff fee schedule for plan reviews or inspection fees within 1 week of adoption, to allow proper collection of the fees.~~

SECTION TEN: BUILDING OFFICIAL CONTINUITY AND REPLACEMENT

10.01 The Parties acknowledge that this Agreement is for the provision of building official and related building department services and is not dependent upon the continued employment or availability of a particular individual.

10.02 Bluff shall use reasonable efforts to ensure continuity of building official services throughout the term of this Agreement. If the individual designated to provide the services under this Agreement resigns, retires, is terminated or becomes unavailable, loses or fails to maintain any required certification or qualification, or otherwise ceases to be available to perform services, Bluff shall promptly notify Monticello.

10.03 Bluff shall make reasonable efforts to designate a qualified replacement building official or other qualified individual to provide the services without unreasonable interruption. Any replacement individual shall meet all applicable statutory, regulatory, certification, licensing, and qualification requirements.

10.04 Should Bluff be unable to provide a qualified replacement within twenty (20) calendar days after the vacancy or other loss of availability, Monticello may, at its option:

- A.
- B.

10.05 Nothing in this section shall prevent either party from taking immediate action reasonably necessary to protect public health and welfare or to comply with applicable law during a period in which a qualified building official is unavailable.

~~P10.02 Bluff projects within the City's municipal boundary shall be requested through the City system and given the same timeline as all other building requests. Fees shall be waived for all services provided by the Bluff. Non-inspection related City fees shall still be assessed, unless waived or adjusted by the City Council at the Bluff's request.~~

~~10.03 Other Governmental projects within the City's municipal boundary shall pay the set fees and follow the same process as standard building permits, unless an adjustment is requested and approved by the City Council and the Bluff Commission.~~

SECTION ELEVEN: ADDITIONAL COVERAGE & ITEMS

10.1 Bluff will maintain and keep Monticello updated on changes to the required optional inspector list. Monticello will not be required to keep a separate list under this agreement.

10.2 In the event that either party requires additional assistance with land use administration or building permit preparation and requests assistance of the opposing party. Both parties agree to provide that service as requested at a negotiated rate at the

time of need. This is to ensure the operation of both parties land use and building permit preparation and reviews. Nether party will try to interpret City or Town Code only provide general preparation services and reference code review to the responsible parties administration.

IN WITNESS WHEREOF, Monticello, by resolution duly adopted by its Monticello City Council, caused this Agreement to be signed by its Mayor and attested by its Recorder, and Town of Bluff, by resolution of its Bluff Town Council, has caused this Agreement to be signed by its Mayor and attested by its Recorder, all on the day and year appearing below their respective signatures.

CITY OF MONTICELLO

By _____
Mayor Kevin Dunn

Date _____

ATTEST:

Approved as to form and for compliance
with state law:

Recorder – Melissa Gill

Attorney –Jayme Blakesley

TOWN OF BLUFF

By _____
Mayor Josh Ewing

Date _____

ATTEST:

Approved as to form and for compliance
with state law:

Recorder – Erin Nelson

Town of Bluff Attorney

Attachment A

Bluff and Monticello have agreed upon the following fee schedule.

Payments to Bluff

Semi-Annual payments in the amount of **\$5,000 (\$10,000 yearly)** will be made by June 30 and December 31 of each year. This will continue for five (5) years as stated in the current contract and on the terms specified in Section Seven, Compensation of Services.

Each \$5,000 payment will cover 24 physical visits to Monticello and 66 hours of work performed (including any remote plan review or communications). Additional services rendered will be paid using the following payment schedule:

- Travel to Monticello will be paid at the rate of \$30 per round trip.
- Additional hours worked will be paid \$62 per hour for wages and additional administrative costs.

Payment Review

At the end of each semi-annual period an adjustment request can be supplied by Bluff to request from Monticello for additional services rendered at the rates specified above. The review will be completed with Bluff and Monticello Administration Staff to confirm records and invoice appropriately.

Training Budget

Monticello will reserve funds up to \$2,000 per year that can be requested by Bluff for Inspector training and certifications. Must be requested one month prior to scheduled training or certification start date, with May and June being black out months for entity budget closing. These funds will be used to meet up to 1/3 cost of required training for the Building Official. Each request will need to be submitted and include supporting documentation of costs and 1/3 cost breakdown. Any remaining funds not used will remain with Monticello.

~~Add clause for back-up services for land use agreements.~~



**CITY OF MONTICELLO
AIRPORT COMMITTEE
BY-LAWS**

I. NAME AND DUTIES

- A. The City of Monticello created the Airport Committee for the purpose of monitoring the operation and quality of airport facilities and making recommendations for compliance and other airport improvements.
- B. The Airport Committee shall act in an advisory capacity to a member of City Administration designated to the committee by the City Manager in all matters relating to Monticello City airport operations, compliance, and improvements; to include matters pertaining to advertising, marketing, identification, and coordination of all city volunteer efforts. Additionally, the Committee shall advise on other matters brought before it by the designated City Administrative. The Committee shall perform such other duties as may be assigned to the Committee by City Council. The Committee may form one or more subcommittees to deal with the short-term measurement tools and indicators that will help successfully gauge the state of city airport operations and/or to study any related topic(s) of interest within the department with designated City Administrative approval.
- C. The Committee is committed to serving the citizens of Monticello by offering assistance and execution with the airport operations, capital projects input, and improving the airport in ways that enhance the quality of life in the City of Monticello.

II. COMMITTEE MEMBERSHIP

- A. The Committee shall consist of 5 voting members of the Airport Committee and one nonvoting member of the City Council and one nonvoting administrative employee. **The committee must have at least 2 voting members that reside in the City of Monticello. All members shall** have vested interest in the success of the City of Monticello and and shall be appointed by the designated City Administrative, City Manager and representing City Council Member. Recommendations from the remaining committee members will be taken into consideration.
- B. Each member shall serve for a term of ~~four~~ **three** years. ~~No member shall serve for more than three consecutive terms.~~ Any vacancy on the Committee shall be filled by the City Manager until vacant position(s)

are appointed. City officials and employees who serve in their official capacity shall be exempt from the term limitations.

- C. Any member of the Committee may be removed for cause by formal vote of the Committee, provided that such member first be given a written statement of the causes and an opportunity to be heard thereon. Regarding attendance, failure of a member to attend at least 75 percent (nine) of the regularly scheduled meetings of the agency held within any calendar year shall automatically constitute cause for removal; provided, however, that the same requirements of notice and opportunity of a hearing shall apply.

III. COMMITTEE MEMBERS AND THEIR DUTIES

- A. The Committee shall have a Chairman, Vice Chairman, ~~and Secretary~~. These positions will be appointed by volunteering. If no member(s) volunteer, or multiple members volunteer for the same position, then a majority vote of the committee will designate the position(s).
- B. The Chairman of the Committee shall preside at all meetings of the Committee, present to City Council annually of yearly accomplishments, **be responsible for setting and approving the agenda for each meeting**, shall notify Committee members, designated City Administrative and City Council member of all meetings, shall conduct such correspondence as the Committee may direct; shall oversee all sub-committees including the youth committee, and shall perform other duties as may be determined by the Committee.
- C. The Vice-Chairman shall assume the duties of the Chairman in his or her absence and assist with any duties the Chairman may delegate.
- ~~D. The Committee Secretary shall keep minutes of all meetings of the Committee and shall forward all minutes of all meetings to the Committee members, designated City Administrative, and City Council member.~~
- E. The City Administrative Representative will be responsible for maintaining the records of the meetings including a copy of the meeting agenda and an audio recording of the meeting. No meeting minutes will be taken, and audio is only for review of decisions of agenda items.

IV. ELECTION AND TERMS OF COMMITTEE MEMBERS

- A. The Members shall be elected to serve a **three**-year term ending the last day of the month that the individual being replaced was appointed.
- B. The election of Member(s) will be held at the regular meeting in the month prior to term(s) expiring, elected members will assume their appointment on the committee the following month.

- C. In the event the Chairman resigns or for any reason is not able to complete his or her term of office, the Vice-Chairman shall assume the office of Chairman and serve for the remainder of the term.
- D. In the event the Vice-Chairman resigns, assumes the office of Chairman, or for any other reason is not able to complete his or her term of office, the Committee shall elect a successor Vice-Chairman to serve for the remainder of the term.

V. COMMITTEE MEETINGS

- A. The Committee will regularly meet once per month. A monthly meeting may be suspended by majority vote of the Committee (e.g., taking the month of August off). Suspension of a monthly meeting must be coordinated with the designated City Administrative. [All meetings will be posted on the City website to allow the public to attend.](#)
- B. Special meetings may be held at any time or place at the call of the Chairman or upon the request of three members of the Committee and coordinated with the designated City Administrative. Special meetings shall not replace the regular Committee meetings where the conduct of official Committee business should take place. [All special meetings will be posted on the City website to allow the public to attend.](#)
- C. Airport Committee Meetings shall only be held when a quorum consisting of at least three of the Committee members are present.
- D. Regular meetings, and special meetings, ~~will be audio recorded, and minutes will be taken.~~ [Meeting documentation \(including; handouts, agendas, meeting minutes, audio recordings\) shall be turned over to the City Record quarterly.](#) ~~Minutes will be available to the public upon request.~~
- E. Every member present at a meeting of the Airport Committee shall discuss each matter placed before the Committee unless the matter involves consideration of that member's own official conduct, or where that member's financial interests are involved (regardless of amount), or where that member is otherwise prohibited by law from voicing their opinion on the matter. Should a member have such an interest or be so prohibited by law, he or she shall specifically cite the conflicting interest or the legal prohibition at the time.
- F. Standing Operating Procedures shall be developed and support the conduct of the Committee meetings. These procedures, at a minimum, will provide guidance for meeting start times, agenda, standing, and special committee structure. Modifications to the standing operating procedures shall be at the discretion of the Chairman with the support of the majority of the Committee members and not limited to a specified review period.
- G. All regularly scheduled Committee meetings will be open to the public by appointment. A member of the public may make a public comment during the public comment portion of the meeting limited to five minutes.

That will be the only time comments are accepted during the meeting unless approved otherwise by the Chairman during said meeting.

VI. SUBCOMMITTEES

- A. The Chairman may appoint such committees, standing or special, as may be deemed appropriate. The name and purpose of the subcommittees will be designated in the standing operating procedures.
- B. All Airport Committee members may be asked to participate on a standing committee.
- C. The Chairman shall be an ex-officio member of all committees.
- D. Meeting agenda and minutes will be provided to the Airport Committee to update the committee regrading information on the projects and progress of the subcommittee.

VII. Financial Requests

- A. This board functions as an advisory committee and does not have power over financial funds. The committee may make requests to the City Administration for funding of projects/activities. Additionally, a committee may use approved fund raiser to generate funds for selected projects/activities. All actions regarding funds will follow all City policies and procedures.
 - a. Fund requests will require a completed request form that has been presented to the committee and approved. The Chair of the committee must sign the request attesting to a member's majority approval. Requests will be reviewed by the City Manager and approved using city policies and procedures.
 - b. Funds raised will also be documented with a double signature meeting the cash handling policies of the City. All funds raised will be review by the City Manager and applied to the appropriate account.
- B. All funds held by the City will be held in a manner of best interest for all parties involved.

VIII. BYLAW REVIEW

- A. The bylaws shall be reviewed ~~every three years~~ or as necessary to adapt to Departmental procedure changes. Bylaw updates require approval from a series of City officials prior to being fully enforceable.
- B. Changes to the bylaws shall be made only if notice is given by the designated City Administrative, at the Airport Committee meeting preceding the date at which the change is to be voted on by the City Council.

C. The latest revisions of the bylaws were adopted by the City Council at their meeting held on _____.

Mayor

City Manager

City Recorder

Representing City Administrative

Committee Chairperson



**CITY OF MONTICELLO
PARKS & BEAUTIFICATION COMMITTEE
BY-LAWS**

I. NAME AND DUTIES

- A. The City of Monticello created the Parks and Beautification Committee for the purpose of beautifying the city.
- B. The Parks and Beautification Committee shall act in an advisory capacity to a member of City Administration designated to the committee by the City Manager in all matters relating to Monticello City beautification efforts, parks, and city ground beautification in the city to include matters pertaining to advertising, marketing, identification, and coordination of all city volunteer efforts. Additionally, the Committee shall advise on other matters brought before it by the designated City Administrative. The Committee shall perform such other duties as may be assigned to the Committee by City Council. The Committee may form one or more subcommittees to deal with the short-term measurement tools and indicators that will help successfully gauge the state of city grounds and park operations in the City and/or to study any related topic(s) of interest within the department with designated City Administrative approval.
- C. The Committee is committed to serving the citizens of Monticello by offering assistance and execution with the creation of projects, annual project management, and improving the community in ways that enhance the quality of life in the City of Monticello.

II. COMMITTEE MEMBERSHIP

- A. The Committee shall consist of 5 voting members of the Parks and Beautification Committee and one nonvoting member of the City Council. **The committee must have at least 2 voting members that reside in the City of Monticello. All members shall** have vested interest in the success of the City of Monticello and shall be appointed by the designated City Administrative, City Manager and representing City Council Member. Recommendations from the remaining committee members will be taken into consideration.
- B. Each member shall serve for a term of ~~four~~ **three** years. ~~No member shall serve for more than three consecutive terms.~~ Any vacancy on the Committee shall be filled by the City Manager until vacant position(s)

are appointed. City officials and employees who serve in their official capacity shall be exempt from the term limitations.

- C. Any member of the Committee may be removed for cause by formal vote of the Committee, provided that such member first be given a written statement of the causes and an opportunity to be heard thereon. Regarding attendance, failure of a member to attend at least 75 percent (nine) of the regularly scheduled meetings of the agency held within any calendar year shall automatically constitute cause for removal; provided, however, that the same requirements of notice and opportunity of a hearing shall apply.

III. COMMITTEE MEMBERS AND THEIR DUTIES

- A. The Committee shall have a Chairman, Vice Chairman, and Secretary. These positions will be appointed by volunteering. If no member(s) volunteer, or multiple members volunteer for the same position, then a majority vote of the committee will designate the position(s).
- B. The Chairman of the Committee shall preside at all meetings of the Committee, present to City Council annually of yearly accomplishments, ~~present any recommended purchases over \$1,000 to City Council,~~ **be responsible for setting and approving the agenda for each meeting,** -shall notify Committee members, designated City Administrative and City Council member of all meetings, shall conduct such correspondence as the Committee may direct; shall oversee all sub-committees including the youth committee, and shall perform other duties as may be determined by the Committee.
- C. The Vice-Chairman shall assume the duties of the Chairman in his or her absence and assist with any duties the Chairman may delegate.
- ~~D. The Committee Secretary shall keep minutes of all meetings of the Committee and shall forward all minutes of all meetings to the Committee members, designated City Administrative, and City Council member.~~
- E. The City Administrative Representative will be responsible for maintaining the records of the meetings including a copy of the meeting agenda and an audio recording of the meeting. No meeting minutes will be taken, and audio is only for review of decisions of agenda items.
- F. Each member of the Parks & Beautification Committee shall oversee or assist in at least one annual project appointed by the Chair of the Committee.

IV. ELECTION AND TERMS OF COMMITTEE MEMBERS

- A. The Members shall be elected to serve a **three**-year term ending the last day of the month that the individual being replaced was appointed.
- B. The election of Member(s) will be held at the regular meeting in the month prior to term(s) expiring, elected members will assume their appointment on the committee the following month.

- C. In the event the Chairman resigns or for any reason is not able to complete his or her term of office, the Vice-Chairman shall assume the office of Chairman and serve for the remainder of the term.
- D. In the event the Vice-Chairman resigns, assumes the office of Chairman, or for any other reason is not able to complete his or her term of office, the Committee shall elect a successor Vice-Chairman to serve for the remainder of the term.

V. COMMITTEE MEETINGS

- A. The Committee will regularly meet once per month. A monthly meeting may be suspended by majority vote of the Committee (e.g., taking the month of August off). Suspension of a monthly meeting must be coordinated with the designated City Administrative. [All meetings will be posted on the City website to allow the public to attend.](#)
- B. Special meetings may be held at any time or place at the call of the Chairman or upon the request of three members of the Committee and coordinated with the designated City Administrative. Special meetings shall not replace the regular Committee meetings where the conduct of official Committee business should take place. [All special meetings will be posted on the City website to allow the public to attend.](#)
- C. Parks & Beautification Committee Meetings shall only be held when a quorum consisting of at least three of the Committee members are present.
- D. Regular meetings, and special meetings, ~~will be audio recorded, and minutes will be taken.~~ [Meeting documentation \(including; handouts, agendas, meeting minutes, audio recordings\) shall be turned over to the City Record quarterly.](#) ~~Minutes will be available to the public upon request.~~
- E. Every member present at a meeting of the Parks & Beautification Committee shall discuss each matter placed before the Committee unless the matter involves consideration of that member's own official conduct, or where that member's financial interests are involved (regardless of amount), or where that member is otherwise prohibited by law from voicing their opinion on the matter. Should a member have such an interest or be so prohibited by law, he or she shall specifically cite the conflicting interest or the legal prohibition at the time.
- F. Standing Operating Procedures shall be developed and support the conduct of the Committee meetings. These procedures, at a minimum, will provide guidance for meeting start times, agenda, standing, and special committee structure. Modifications to the standing operating procedures shall be at the discretion of the Chairman with the support of the majority of the Committee members and not limited to a specified review period.
- G. All regularly scheduled Committee meetings will be open to the public by appointment. A member of the Page 19
public may make a public comment during the public comment portion of the meeting limited to five minutes.

That will be the only time comments are accepted during the meeting unless approved otherwise by the Chairman during said meeting.

VI. SUBCOMMITTEES

- A. The Chairman may appoint such committees, standing or special, as may be deemed appropriate. The name and purpose of the subcommittees will be designated in the standing operating procedures.
- B. All Parks and Beautification Committee members may be asked to participate on a standing committee.
- C. The Chairman shall be an ex-officio member of all committees.
- D. Meeting agenda and minutes will be provided to the Recreation Committee updated information regarding the subcommittees projects and progress.

VII. Financial Requests

- A. This board functions as an advisory committee and does not have power over financial funds. The committee may make requests to the City Administration for funding of projects/activities. Additionally, a committee may use approved fund raiser to generate funds for selected projects/activities.
 - a. Fund requests will require a completed request form that has been presented to the committee and approved. The Chair of the committee must sign the request attesting to a member's majority approval. Requests will be reviewed by the City Manager and approved using city policies and procedures.
 - b. Funds raised will also be documented with a double signature meeting the cash handling policies of the City. All funds raised will be review by the City Manager and applied to the appropriate account.
- B. All funds held by the City will be held in a manner of best interest for all parties involved.

VIII. BYLAW REVIEW

- A. The bylaws shall be reviewed every three years or as necessary to adapt to Departmental procedure changes. Bylaw updates require approval from a series of City officials prior to being fully enforceable.
- B. Changes to the bylaws shall be made only if notice is given by the designated City Administrative, at the Parks and Beautification Committee meeting preceding the date at which the change is to be voted on by the City Council.

C. The latest revisions of the bylaws were adopted by the City Council at their meeting held on February 13, 2024

Mayor

City Manager

City Recorder

Representing City Administrative

Committee Chairperson



**CITY OF MONTICELLO
RECREATION ADVISORY COMMITTEE
BY-LAWS**

I. NAME AND DUTIES

- A. The City of Monticello created the Recreation Advisory Committee for the purpose of coordinating programs for the youth, adult, and senior citizens.
- B. The Recreation Advisory Committee shall act in an advisory capacity to the Director of Recreation in all matters relating to recreational programs and activities in the city to include matters pertaining to advertising, marketing, identification, and coordination of city all recreational programming. Additionally, the Committee shall advise on other matters brought before it by the Director. The Committee shall perform such other duties as may be assigned to the Committee by City Council. The Committee may form one or more subcommittees to deal with the short-term measurement tools and indicators that will help successfully gauge the state of recreational activities and operations in the City and/or to study any related topic(s) of interest within the department with Director approval.
- C. The Committee is committed to serving the citizens of Monticello by offering staff assistance with creation and improving the activities of recreation that enhance the quality of life in the City of Monticello.

II. COMMITTEE MEMBERSHIP

- A. The Committee shall consist of 5 voting members and one nonvoting member of the City Council and one nonvoting administrative employee. [The committee must have at least 2 voting members that reside in the City of Monticello. All members shall](#) and shall be appointed by the Recreation Director, City Manager and representing City Council Member. Recommendations from the remaining committee members will be taken into consideration.
- B. Each member shall serve a term of three years. ~~No member shall serve for more than three consecutive terms.~~ Any vacancy on the Committee shall be filled by the City Manager until vacant position(s) are appointed. City officials and employees who serve in their official capacity shall be exempt from the term limitations.

- C. Any member of the Committee may be removed for cause by formal vote of the Committee, provided that such member first be given a written statement of the causes and an opportunity to be heard thereon. Regarding attendance, failure of a member to attend at least 75 percent (nine) of the regularly scheduled meetings of the agency held within any calendar year shall automatically constitute cause for removal; provided, however, that the same requirements of notice and opportunity for a hearing shall apply.

III. COMMITTEE MEMBERS AND THEIR DUTIES

- A. The Committee shall have a Chairman, Vice Chairman, and Secretary. These positions will be volunteer, if no member(s) volunteer then a majority vote of the Recreation Committee will designate the position(s).
- B. The Chairman of the Committee shall preside at all meetings of the Committee, present to City Council annually of yearly accomplishments, [set and approve the agenda for each meeting](#), shall conduct such correspondence as the Committee may direct, and shall perform other duties as may be determined by the Committee.
- C. The Vice-Chairman shall assume the duties of the Chairman in his or her absence and assist with any duties the Chairman may delegate.
- ~~D. The Committee Secretary shall notify Committee members and the Recreation Director of all meetings; shall keep minutes of all meetings of the Committee; shall conduct such correspondence as the Committee may direct; and shall forward all minutes of all meetings to the Committee members.~~
- E. The City Administrative Representative will be responsible for maintaining the records of the meetings including a copy of the meeting agenda and an audio recording of the meeting. No meeting minutes will be taken, and audio is only for review of decisions of agenda items.

IV. ELECTION AND TERMS OF COMMITTEE MEMBERS

- A. The Members shall be elected to serve a three-year term ending the last day of the month that the individual being replaced was appointed.
- B. The election of Member(s) will be held at the regular meeting in the month prior to term(s) expiring then elected members will assume their appointment on the committee the following month.
- C. In the event the Chairman resigns or for any reason is not able to complete his or her term of office, the Vice-Chairman shall assume the office of Chairman and serve for the remainder of the term.
- D. In the event the Vice-Chairman resigns, assumes the office of Chairman, or for any other reason is not able to complete his or her term of office, the Committee shall elect a successor Vice-Chairman to serve for the remainder of the term.

V. COMMITTEE MEETINGS

- A. The Committee will regularly meet once per month. A monthly meeting may be suspended by majority vote of the Committee (e.g., taking the month of August off). Suspension of a monthly meeting must be coordinated with the Recreation Director. [All meetings will be posted on the City website to allow the public to attend.](#)
- B. Special meetings may be held at any time or place at the call of the Chairman or upon the request of three members of the Committee and coordinated with the Recreation Director. Special meetings shall not replace the regular Committee meetings where the conduct of official Committee business should take place. [All special meetings will be posted on the City website to allow the public to attend.](#)
- C. Recreation Committee Meetings shall only be held when a quorum consisting of at least three of the Committee members is present.
- D. Regular meetings, and special meetings, ~~will be audio recorded, and minutes will be taken.~~ [Meeting documentation \(including; handouts, agendas, meeting minutes, audio recordings\) shall be turned over to the City Record quarterly.](#) ~~Minutes will be available to the public upon request.~~
- E. Every member of the Recreation Committee present at a meeting of the Recreation Committee shall discuss each matter placed before the Committee unless the matter involves consideration of that member's own official conduct, or where that member's financial interests are involved (regardless of amount), or where that member is otherwise prohibited by law from voicing their opinion on the matter. Should a member have such an interest or be so prohibited by law, he or she shall specifically cite the conflicting interest or the legal prohibition at the time.
- F. Standing Operating Procedures shall be developed and support the conduct of the Committee meetings. These procedures, at a minimum, will provide guidance for meeting start times, agenda, standing, and special committee structure. Modifications to the standing operating procedures shall be at the discretion of the Chairman with the support of the majority of the Committee members and not limited to a specified review period.
- G. All regularly scheduled Committee meetings will be open to the public. A member of the public may make a public comment during the public comment portion of the meeting limited to five minutes. That will be the only time comments are accepted during the meeting. Unless approved otherwise by the Chairman during the meeting.

VI. SUBCOMMITTEES

- A. The Chairman may appoint such committees, standing or special, as may be deemed appropriate. The Page 24
name and purpose of the subcommittees will be designated in the standing operating procedures.

- B. All Recreation Committee members may be asked to participate on a standing committee.
- C. The Chairman shall be an ex-officio member of all committees.
- D. Meeting agenda and minutes will be provided to the Recreation Committee updated information regarding the subcommittees projects and progress.

VII. Financial Requests

- A. This board functions as an advisory committee and does not have power over financial funds. The committee may make requests to the City Administration for funding of projects/activities. Additionally, a committee may use approved fund raiser to generate funds for selected projects/activities. All actions regarding funds will follow all City policies and procedures.
 - a. Fund requests will require a completed request form that has been presented to the committee and approved. The Chair of the committee must sign the request attesting to a member's majority approval. Requests will be reviewed by the City Manager and approved using city policies and procedures.
 - b. Funds raised will also be documented with a double signature meeting the cash handling policies of the City. All funds raised will be review by the City Manager and applied to the appropriate account.
- B. All funds held by the City will be held in a manner of best interest for all parties involved.

VIII. BYLAW REVIEW

- A. The bylaws shall be reviewed ~~at least every three years~~ or as necessary to adapt to Departmental procedure changes. Bylaw updates require approval from a series of City officials prior to being fully enforceable.
- B. Changes in the bylaws shall be made only if notice is given, by the Recreation Director, at the Recreation Committee meeting preceding the date at which the change is to be voted on by the City Council.
- C. The latest revisions of the bylaws were adopted by the City Council at their meeting held on March 20, 2023

Mayor

City Manager

Recreation Director

City Recorder

Committee Chairperson