



**MONTICELLO CITY COUNCIL/ MUNICIPAL BUILDING AUTHORITY MEETING
AGENDA**

**Tuesday ▪ May 24, 2016 ▪ 7:00 p.m.
648 S Hideout Way**

- | | |
|--|-------------|
| 1. Call to Order Municipal Building Authority | |
| 2. Minutes Review/Approval – May 10, 2016 (1) | ACTION |
| 3. Payment of Bills (2) | ACTION |
| 4. Adjourn | ACTION |
| 5. Call to Order Monticello City Council | |
| 6. Invocation/Opening Remarks | |
| 7. Minutes Review/Approval – April 26, May 10, 2016 (3) | ACTION |
| 8. Public Comment | INFORMATION |
| 9. Payment of Bills (4) | ACTION |
| 10. Consider San Juan Strike Force Interlocal Agreement (5) | ACTION |
| 11. Consider Closed Session for the Purpose of Discussing Personnel Issues | ACTION |
| 12. Consider Employment Contract (6) | ACTION |
| 13. Consider Vehicle Lease Option (7) | ACTION |
| 14. Rural Planning Participation(8) | DISCUSSION |
| 15. Follow-Up Items | DISCUSSION |
| 16. Governing Body/Administrative Communications | INFORMATION |
| 17. Upcoming Agenda Items | DISCUSSION |
| 18. Meetings | INFORMATION |
| 19. Adjournment | ACTION |

Mailing/Posting Date: 05/20/2016 /s/Cindi Holyoak, Recorder, CMC

THE PUBLIC IS INVITED TO ATTEND ALL CITY MEETINGS

Monticello City Council holds meetings on the 2nd and 4th Tuesdays of each month, unless otherwise posted, at the Monticello City Office, 17 N 100 E, beginning promptly at 7:00 p.m. 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.

1

MONTICELLO MUNICIPAL BUILDING AUTHORITY MEETING MINUTES
Tuesday ▪ April 26, 2016 ▪ 7:00 p.m.
648 S Hideout Way

1. Call to Order Municipal Building Authority

The Municipal Building Authority Meeting was called to order by Mayor Tim Young at 7:05 p.m. The following persons were present for all, or portions of the meeting:

City Officials

Mayor Tim Young

City Council

Blaine Nebeker

Sanford Randall

Steven Duke – not present

George Rice

Nathan Chamberlain

City Manager: Ty Bailey

City Recorder: Cindi Holyoak

Public Works Superintendent: Nate Langston

Visitors

Mary Cokenour, Roy Cokenour, Tom Wigginton, Crystal Lessner, Luke Lessner, Bayley Hedglin, and Ben Giblette

2. **Minutes Review/Approval – February 23, 2016** – MOTION was made by Councilman Blaine Nebeker to approve the Municipal Building Authority Minutes for April 12, 2016. The motion was seconded by Councilman George Rice and passed unanimously.
3. **Payment of Bills** –MOTION was made by Councilman Blaine Nebeker to approve the bills as paid. The motion was seconded by Councilman Nathan Chamberlain and passed unanimously.
4. **Adjourn** - MOTION was made by Councilman Nathan Chamberlain to adjourn the Municipal Building Authority Meeting at 7:09 p.m. The motion was seconded by Councilman Blaine Nebeker and passed unanimously.

ATTEST: _____

Cindi Holyoak, Recorder

Minutes APPROVED by: _____

DATE: _____

Mayor Tim Young

MONTICELLO MUNICIPAL BUILDING AUTHORITY MEETING MINUTES
Tuesday ▪ May 10, 2016 ▪ 7:00 p.m.
648 S Hideout Way

1. Call to Order Municipal Building Authority

The Municipal Building Authority Meeting was called to order by Mayor Tim Young at 7:04 p.m. The following persons were present for all, or portions of the meeting:

City Officials

Mayor Tim Young

City Council

Blaine Nebeker – not present

Sanford Randall – not present

Steven Duke

George Rice

Nathan Chamberlain

City Manager: Ty Bailey

City Recorder: Cindi Holyoak

Public Works Superintendent: Nate Langston

Visitors

Mary Cokenour, Roy Cokenour, Tom Wigginton, Crystal Lessner, Luke Lessner, Bayley Hedglin, and Ben Giblette

2. **Minutes Review/Approval – April 26, 2016** – MOTION was made by Councilman George Rice to approve the Municipal Building Authority Minutes for April 26, 2016. The motion was seconded by Councilman Nathan Chamberlain and passed unanimously.
3. **Payment of Bills** –MOTION was made by Councilman George Rice to approve the bills as paid. The motion was seconded by Councilman Steven Duke and passed unanimously.
4. **Adjourn** - MOTION was made by Councilman Nathan Chamberlain to adjourn the Municipal Building Authority Meeting at 7:06 p.m. The motion was seconded by Councilman George Rice and passed unanimously.

ATTEST: _____

Cindi Holyoak, Recorder

Minutes APPROVED by: _____

DATE: _____

Mayor Tim Young

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Monticello City
General Ledger for 54 Municipal Building Authority - 5/6/2016 to 5/18/2016

Account		Description	Debit	Credit	Balance
Date	Code				
1111 - Checking MBA					(\$234,556.82)
5/6/2016	APCK	Check # 43264 - EMPIRE ELECTRIC		858.75	(235,415.57)
5/6/2016	APCK	Check # 43274 - MOSAIC NETWORKX		215.93	(235,631.50)
				(\$1,074.68)	(\$235,631.50)
Report Total:					(\$235,631.50)

3

MONTICELLO CITY COUNCIL MEETING MINUTES

Tuesday ▪ April 26, 2016 ▪ 7:00 p.m.

648 S Hideout Way, Monticello, UT

Items 1-4 were part of the Municipal Building Authority Meeting held prior to this City Council Meeting.

5. Call to Order - The regularly scheduled meeting of the Monticello City Council was called to Order by Mayor Tim Young, at 7:07 p.m. The following persons were present for all, or portions of the meeting.

City Officials

Mayor Tim Young

City Council

Blaine Nebeker

Sanford Randall – not present

Steven Duke

George Rice

Nathan Chamberlain

City Manager: Ty Bailey

City Recorder: Cindi Holyoak

Visitors

Mary Cokenour, Roy Cokenour, Tom Wigginton, Luke Lessner, Crystal Lessner, Bayley Hedglin, and Ben Giblette.

6. Invocation/Opening Remarks - Mayor Tim Young invited anyone in the audience or the governing body to offer a prayer or opening remarks. A prayer was given by Mayor Tim Young.

7. Minutes Review/Approval - The minutes were emailed with the agendas.

MOTION was made by Councilman Nathan Chamberlain to approve the minutes of the Monticello City Council meeting held on April 12, 2016. The motion was seconded by Councilman George Rice and passed unanimously.

8. Public Comment

None

9. Payment of Bills - Questions and answers were directed to the following bills: 43185: Seven Cross Drilling – second payment for the well at the airport. There was discussion about the costs for upgrades and keeping the well and the water it produces as owned by the city and not paid through the airport FFA

**Monticello City Council
April 26, 2016**

grant. There was discussion about the shortfall of transportation funding due to the low oil prices.

MOTION was made by Councilman Blaine Nebeker to acknowledge review of the payables as presented. The motion was seconded by Councilman Steven Duke and passed unanimously.

10. Consider Home Occupations

MOTION was made by Councilman George Rice to approve the home occupation license for Luke Lessner – tree cutting and removal, Thomas Wigginton – tree cutting removal, and Roy Cokenour – visual effects and graphic arts studio. The motion was seconded by Councilman Nathan Chamberlain and opened for discussion.

**Councilman Blaine Nebeker – Aye
Councilman Sanford Randall – not present
Councilman Nathan Chamberlain – Aye
Councilman Steven Duke – Aye
Councilman George Rice – Aye**

The motion passed unanimously.

11. Consider Deer Removal

Mayor Young said due to citizen complaints about the excessive number of deer, the Council is contemplating the submittal of a request to the BLM for deer removal. Councilman Rice asked if there is a way to have the meat used. Mayor Young said slaughtered deer will be taken to the meat plant where individuals can purchase the meat. Manager Bailey said there is an option to run a program by the City but it is very difficult to manage. Manager Bailey said the Bureau of Land Management prefers the City pass a “no deer feeding” ordinance within city limits. Mayor Young said he thinks removing the deer has been effective in the past. Mary Cokenour said it is difficult because there are some benefits to the deer. Some people really enjoy them, especially visitors.

MOTION was made by Councilman Blaine Nebeker to request the removal of deer as presented. The motion was seconded by Councilman George Rice and opened for discussion.

**Councilman Sanford Randall – not present
Councilman Nathan Chamberlain – Aye
Councilman Steven Duke – Aye
Councilman George Rice – Aye
Councilman Blaine Nebeker – Aye**

The motion was passed unanimously.

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12. Chamber of Commerce Update

Bayley Hedglin said the BEAR program grants are offered by the State for rural area development. The San Juan County Business Incubator will focus on different areas of business development. She explained the Incubator without Walls program was designed to accelerate the growth of start-up business and help with networking. The funding comes from the Governor's Office Economic Development (GOED) and the 2017 proposal for funding will be submitted. Mayor Young said even those who come out of college with a business degree don't really understand how to foresee the accounting and feasibility of business management. A BEAR business boot camp is scheduled for June 9th at the CEU Campus. Business conferences are funded by the GOED program. A Grant to upgrade electrical and lighting in the park has been received by the City. Northern Electric will be providing a bid for the project. "At the Base of the Blues" is the 2016 Pioneer Days theme. There was discussion about new requirements for vendor insurance and other insurance issues for the event. There are some vacant positions for the Chamber of Commerce. The Monticello Water Wise campaign will sponsor a poster contest which. This campaign is a cooperative effort between the San Juan County Chamber and the City of Monticello Public works.

13. Follow-Up Items

Trailer park – pictures taken by Chief Black and ordinances reviewed.

Phone problems – a new phone system is not working well with some of the programs on the server. It is a voice over IP system. The pro shop phone number has been ported to the new system but that process messed up the call forwarding.

KSL was emailed by Councilman Rice

The budget will be discussed during the June 14 Council meeting.

14. Governing Body/Administrative Communications

a. TAP award from the Utah Local Governments Trust – Letter from Doug Folsom explaining the award:

The 2015 TAP Award is presented to Monticello City in recognition of the City's implementation of safety and risk management best practices as required by the Trust Accountability Program. To receive this award the City has implemented best practices in areas including safety committees, incident investigation and remediation, safety training, self-audit/inspection, return to work programs, driver management and sewer system management. These best practices have proven to aid Trust members in preventing losses, lowering EMODs and controlling the adverse effects of losses on premiums.

In addition to the presentation award Monticello has received a cash award equal to 5% of its liability premium. Additionally, going forward you will also receive discounting on your Work Comp premium. You will receive a 1.5% discount for each consecutive year that the TAP program is completed up to a

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maximum Work Comp discount of 4.5%. This discount will continue as long as the TAP program is completed each year.

I would like to thank the Mayor and City Council for their support of the City staff in implementing these best practices. I would also like to thank Ty for his leadership and congratulate department heads and safety committee members for their efforts in implementing these safety and risk management best practices.

Thank you,

DOUG FOLSOM CSP, ARM-P, CPSI Loss Prevention Consultant
UTAH LOCAL GOVERNMENTS TRUST

b. Main Street Tree Removal: Manager Bailey and Superintendent Langston looked at problem trees and marked them for removal. The City is going to try to remove some of them with cooperation from UDOT.

c. Sheep Killed at Sewer Lagoons: Chief Black is investigating. They were on city property and it is assumed dogs are to blame.

d. Law Suit Filed Against Envision 4: They were paid their first payment and the work was not completed. Manager Bailey set up a payment schedule for them to repay us and they have defaulted on the schedule.

15. Upcoming Agenda Items

RFP

Budget

16. Meetings:

17. Adjournment

MOTION was made by Councilman Steven Duke to adjourn the meeting at 8:27 p.m. The motion was seconded by Councilman Blaine Nebeker and passed unanimously.

ATTEST: _____

Cindi Holyoak, Recorder

Minutes APPROVED by: _____

DATE: _____

Mayor Tim Young

MONTICELLO CITY COUNCIL MEETING MINUTES

Tuesday ▪ May 10, 2016 ▪ 7:00 p.m.

648 S Hideout Way, Monticello, UT

Items 1-4 were part of the Municipal Building Authority Meeting held prior to this City Council Meeting.

5. Call to Order - The regularly scheduled meeting of the Monticello City Council was called to Order by Mayor Tim Young, at 7:07 p.m. The following persons were present for all, or portions of the meeting.

City Officials

Mayor Tim Young

City Council

Blaine Nebeker – arrived at 8:15 p.m.

Sanford Randall – not present

Steven Duke

George Rice

Nathan Chamberlain

City Manager: Ty Bailey

City Recorder: Cindi Holyoak

Visitors

Mary Cokenour, Roy Cokenour, Tom Wigginton, Crystal Lessner, Luke Lessner, Bayley Hedglin, Cade Lewis, and Ben Giblette.

6. Invocation/Opening Remarks - Mayor Tim Young invited anyone in the audience or the governing body to offer a prayer or opening remarks. A prayer was given by Councilman George Rice.

7. Minutes Review/Approval - The minutes were emailed with the agendas.

Due to technical difficulties, the minutes were not available for approval.

8. Public Comment

Jason Davis, owner of the Blue Mountain Horsehead Inn said he was there due to a tourism article which appeared in the San Juan Record stating an increase in short term rentals in Monticello. He cited the Monticello City Code 10-6-2, 10-1-4, 10-2-4-f. These codes pertain to the R-1 section of the zoning code. He read the definition of a family pointed out the phrase, “the encouragement of orderly growth” and talked about the competition of short term rentals to the motel business. Mayor Young asked Davis if he has seen an impact on his business. Davis said the issue has been swept under the rug and it is creating competition. Mayor Young said it seemed like the City Council decided to wait until fall to better know the impact to the community. Manager Bailey said there were issues with on property which has since been sold.

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He said it is back on the agenda of the Planning Commission. Jason Davis said no one will rent houses long because they can rent them as short term. Manager Bailey said there should be discussion about what is allowed in the R-1 zones. Candace Davis said she is worried about flooding the market. She said this spring has been slow and that one gentleman said he thought about staying there but decided to rent a cabin instead and that hurts their business. Eric Niven asked about the Transient Room Taxes. Manager Bailey explained the properties should be listed with property managers who take care of collecting and paying the taxes. Mary Cokenour asked if the owners are required to be insured, inspected, etc. . . .

9. Payment of Bills - Questions and answers were directed to the following bills:

MOTION was made by Councilman Nathan Chamberlain to acknowledge review of the payables as presented. The motion was seconded by Councilman Steven Duke and passed unanimously.

10. Reed Young Score Board Update

Race Young discussed the details of his Eagle Scout project which includes scoreboard installation and design, for the City of Monticello ball park, which has been newly named after his dad, the late Reed Young. He said the fundraising has been very successful and the balance due for the project is \$119. He handed out a picture of the design of the scoreboard for the Council to review. The location of the new scoreboard was discussed and will allow for installation without disturbing the grass. Race Young said Northern Electric will donate labor for the power connections. Mayor Young asked when it will be finished. Race Young said the date is not yet known. Councilman Duke asked if any more help is needed by the City. Race Young said a post-hole digger would be helpful. Councilman Duke said the new scoreboard will add to the value of the park and the City should be willing to contribute to the project.

11. Public Hearing: Tentative 2016-17 Budget Adoption

Manager Bailey reminded the Council that the budget has been a work in progress as it has been revamped this year and the debt payments are now being recorded properly. He discussed the pay range proposal which was included in the tentative budget. This proposal has been modified several times to accurately reflect starting wages for new hires to give flexibility to more experienced employees. The proposal outlines career paths for all full time employees. He said there were challenges in comparing last year's figures as some balances were overstated, which was partially due to invoicing system procedures.

Mayor Young opened the public hearing at 7:55 p.m.

Eric Niven asked the percentage of increase for the tentative budget from the 2015-16 budget. Manager Bailey said he did not calculate the percentage but with a \$2,000,000 budget, the difference is \$66,295. There was discussion about some of the

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May 10, 2016**

salaries, particularly the department head salaries, being paid by the enterprise funds rather than the general fund. There was no further discussion. The hearing was closed at 8:00 p.m.

12. Consider Tentative 2016-17 Budget Adoption

MOTION was made by Councilman Steve Duke to adopt the Tentative 2016-17 Budget as presented. The motion was seconded by Councilman George Rice and opened for discussion.

**Councilman George Rice – Aye
Councilman Blaine Nebeker – not present
Councilman Sanford Randall – not present
Councilman Nathan Chamberlain – Aye
Councilman Steven Duke - Aye**

The motion passed unanimously.

13. Consider Amendments to Ordinance: Animal Control; Licensing Requirements

Manager Bailey explained the new licensing requirements are intended to increase the number of licensed dogs and to decrease the amount of money paid for licensing. Dog license renewals will coincide with vaccination dates which will be every two to three years instead of annually.

MOTION was made by Councilman George Rice to adopt the Amendments to Animal Control: Licensing Requirements, as presented. The motion was seconded by Councilman Steve Duke and opened for discussion.

**Councilman George Rice – Aye
Councilman Blaine Nebeker – not present
Councilman Sanford Randall – not present
Councilman Nathan Chamberlain – Aye
Councilman Steven Duke - Aye**

The motion passed unanimously.

14. Consider Consolidated Fee Schedule Amendments: Dog License Fees

Candace Davis asked what will happen if her dog is licensed but lost without a tag. Manager Bailey said it may have to go to the pound and the same fees will apply. Mary Cokenour said it should be mandatory for dogs to be chipped. Manager Bailey said chipping is not something the City wishes to mandate at this time. He said the County gave the chips to the City to use for those who would like them.

MOTION was made by Councilman Nathan Chamberlain to adopt the Consolidated Fee Schedule for Dog License Fees, as presented. The motion was seconded by Steven Duke and opened for discussion.

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**Councilman George Rice – Aye
Councilman Blaine Nebeker – Aye
Councilman Sanford Randall – not present
Councilman Nathan Chamberlain – Aye
Councilman Steven Duke - Aye**

The motion passed unanimously.

15. Zoning Violations Ordinance Changes

Manager Bailey informed the Council that with this change, the City will be able to handle most zoning violations without court. Currently, all violations have to be processed through the Justice Court, causing the City to pay court fees and the enforcement is decided by judicial interpretation of the code. The ordinance amendments will allow the City to issue a warning, then a fee with the allowance of an appeal, then a citation for non-compliance. Mayor Young asked if it is legal for City personnel to handle personal property to clean or perform the tasks required for code compliance. Manager Bailey said he will consult with an attorney. Mayor Young said in the past, he has seen a code violation case span the course of 2 summers to be thrown out of court. Councilman Nebeker asked how the payment of fees will be enforced. Manager Bailey said the courts will handle the cases of non-compliance.

16. Consider Request for Proposal – Old Pro Shop

Manager Bailey would like to accept all proposals submitted for use of the old pro shop. His goal is to find a repurpose proposal which will enhance the golf course.

MOTION was made by Councilman Steve Duke to approve the Request for Proposal as presented. The motion was seconded by Councilman George Rice and opened for discussion.

**Councilman George Rice – Aye
Councilman Blaine Nebeker – Aye
Councilman Sanford Randall – not present
Councilman Nathan Chamberlain – Aye
Councilman Steven Duke - Aye**

The motion passed unanimously.

17. Follow-Up Items

Pool: in operation for the 2016 season.
Council Tours of City Sites: Manager Bailey recommended scheduling a work meeting once per month before a City Council meeting.

**Monticello City Council
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18. Governing Body/Administrative Communications

City Manager Contract: Manager Bailey will draft a contract for his position of employment to be reviewed and discussed in closed session.

19. Upcoming Agenda Items

Employment Contract

20. Meetings

21. Adjournment

MOTION was made by Councilman Blaine Nebeker to adjourn the meeting at 8:50 p.m. The motion was seconded by Councilman Nathan Chamberlain and passed unanimously.

ATTEST: _____

Cindi Holyoak, Recorder

Minutes APPROVED by: _____

DATE: _____

Mayor Tim Young

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**Monticello City
Invoice Register - 5/6/2016 to 5/18/2016 - All Invoices**

Invoice No.	Vendor	Check No.	Ledger Date	Due Date	Amount	Account No.	Account Name.	Description
PR042916-3461	AFLAC		5/6/2016	5/6/2016	\$127.32	10 2224	Conseco & Liberty health insu	Aflac Insurance
					41.34	10 2224	Conseco & Liberty health insu	Aflac - pre tax
					85.98	10 2224	Conseco & Liberty health insu	Aflac - pre tax
313054	BLUE MOUNTAIN MEATS	43308	5/11/2016	5/12/2016	\$109.95	10 4160.554	Visitor Center MISCELLANEO	t ba=gs
					109.95	10 4160.554	Visitor Center MISCELLANEO	t ba=gs
9674	BOWTIE BEVERAGE	43309	5/11/2016	5/12/2016	\$45.50	10 4566.481	Pro Shop FOODS & BEVERA	f & B
					45.50	10 4566.481	Pro Shop FOODS & BEVERA	f & B
28504132166	DIRECTV	43314	5/11/2016	5/12/2016	\$150.85	54 4600.280	Utilities	tv
					150.85	54 4600.280	Utilities	tv
051020169DDW	DIVISION OF DRINKINGWATER OPER	43306	5/10/2016	5/11/2016	\$100.00	51 4751.310	Water PROFESSIONAL/TEC	OPERATER CERTIFICATION
					100.00	51 4751.310	Water PROFESSIONAL/TEC	OPERATER CERTIFICATION
PR042916-1310	EFTPS		5/6/2016	5/6/2016	\$6,553.61		FICA/FWT Withholding	Social Security Tax
					3,495.50	10 2221	FICA/FWT Withholding	Medicare Tax
					817.52	10 2221	FICA/FWT Withholding	Federal Income Tax
					2,240.59	10 2221	FICA/FWT Withholding	Federal Income Tax
1029april16	EMPIRE ELECTRIC	43315	5/9/2016	5/10/2016	\$32.49	10 4510.280	Parks UTILITIES	baseball field
					32.49	10 4510.280	Parks UTILITIES	baseball field
1040april16	EMPIRE ELECTRIC	43315	5/11/2016	5/12/2016	\$1,340.39	10 4565.280	Golf UTILITIES	golf course
					1,340.39	10 4565.280	Golf UTILITIES	golf course
1052april16	EMPIRE ELECTRIC	43315	5/9/2016	5/10/2016	\$45.86	10 4510.280	Parks UTILITIES	center & main
					45.86	10 4510.280	Parks UTILITIES	center & main
					\$1,418.74			
PR042916-106	EQUITABLE/EQUI-VEST		5/6/2016	5/6/2016	\$607.86	10 2223	State Retirement Withholding	Equitable
					607.86	10 2223	State Retirement Withholding	Equitable
9674	GETGO IMAGING, INC.	43316	5/10/2016	5/11/2016	\$71.60	10 4566.455	Pro Shop ADVERTISING/MA	marketing
					71.60	10 4566.455	Pro Shop ADVERTISING/MA	marketing
PR042916-141	ICMA RETIREMENT TRUST - 457/PLA		5/6/2016	5/6/2016	\$272.08	10 2223	State Retirement Withholding	ICMA Retirement
					272.08	10 2223	State Retirement Withholding	ICMA Retirement
Refund: 194971	MARTINEZ, LUKE & KRISTIE		5/9/2016	5/9/2016	\$1.46	51 1311	Accounts Receivable	Refund: 194971 - MARTINEZ,
					1.46	51 1311	Accounts Receivable	Refund: 194971 - MARTINEZ,
C35809	MONTICELLO MERCANTILE CO	43319	5/6/2016	5/7/2016	\$133.46	10 4562.250	Pool SUPP & MAINT -EQUIP	supplies
					133.46	10 4562.250	Pool SUPP & MAINT -EQUIP	supplies
C35916	MONTICELLO MERCANTILE CO	43319	5/6/2016	5/7/2016	\$8.77	10 4140.240	Admin OFFICE SUPPLIES	STRIPS
					8.77	10 4140.240	Admin OFFICE SUPPLIES	STRIPS
C35974	MONTICELLO MERCANTILE CO	43319	5/7/2016	5/8/2016	\$16.74	10 4562.250	Pool SUPP & MAINT -EQUIP	LANYARD
					16.74	10 4562.250	Pool SUPP & MAINT -EQUIP	LANYARD
C35978	MONTICELLO MERCANTILE CO	43319	5/7/2016	5/8/2016	(\$16.74)	10 4562.250	Pool SUPP & MAINT -EQUIP	LANYARD
					-16.74	10 4562.250	Pool SUPP & MAINT -EQUIP	LANYARD
c36110	MONTICELLO MERCANTILE CO	43319	5/9/2016	5/10/2016	\$43.16	10 4410.250	Streets SUPP & MAINT - EQ	shop supplies
					43.16	10 4410.250	Streets SUPP & MAINT - EQ	shop supplies
c36156	MONTICELLO MERCANTILE CO	43319	5/10/2016	5/11/2016	\$2.79	10 4410.250	Streets SUPP & MAINT - EQ	shop sign
					2.79	10 4410.250	Streets SUPP & MAINT - EQ	shop sign
c36167	MONTICELLO MERCANTILE CO	43319	5/10/2016	5/11/2016	\$9.17	10 4410.250	Streets SUPP & MAINT - EQ	shop supplies
					9.17	10 4410.250	Streets SUPP & MAINT - EQ	shop supplies

**Monticello City
Invoice Register - 5/6/2016 to 5/18/2016 - All Invoices**

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
c36170	MONTICELLO MERCANTILE CO	43319	5/10/2016	5/11/2016	\$0.70 0.70 \$198.05	10 4410.250	Streets SUPP & MAINT - EQ	shop suppllies
051816KM	Vendor Total: MOORE, KAREN	43320	5/18/2016	5/19/2016	\$100.00 100.00	21 4610	Care Contributions	VMTE DONATION
s101794241.001	MOUNTAINLAND SUPPLY LLC	43321	5/6/2016	5/7/2016	\$114.67 114.67	51 4751.267	Water SUPP & MAINT SECO	sec leak 200 s
83836604001	OFFICE DEPOT, INC	43322	5/6/2016	5/7/2016	\$5.46 5.46	10 4140.240	Admin OFFICE SUPPLIES	office supplies
838366450001	OFFICE DEPOT, INC	43322	5/6/2016	5/7/2016	\$266.15 266.15 \$271.61	10 4140.240	Admin OFFICE SUPPLIES	toner
PR042916-2291	Vendor Total: OPTUM HEALTH BANK		5/6/2016	5/6/2016	\$1,433.80 1,433.80	10 2225	PEHP Health Insurance	Health Saving
PR042916-2723	OR Dept. of Justice		5/6/2016	5/6/2016	\$135.69 135.69	10 2231	Advance & Other W/H	Child Support OR
190626	PACKARD WHOLESALE CO.	43323	5/12/2016	5/13/2016	\$82.29 82.29	10 4566.481	Pro Shop FOODS & BEVERA	snacks
54485	PREMIER VEHICLE INSTALLATION IN	43325	5/6/2016	5/7/2016	\$300.00 300.00	10 4210.610	Police MISCELLANEOUS	installation of dash camera
Refund: 194888	PROCTER, JESSE	43326	5/12/2016	5/12/2016	\$112.80 112.80	51 1311	Accounts Receivable	Refund: 194888 - PROCTER,
6000april16	QUESTAR GAS COMPANY	43327	5/10/2016	5/11/2016	\$841.89 208.60 80.82 7.16 36.66 347.53 76.98 76.98 7.16	10 4140.280 10 4160.280 10 4565.280 10 4565.280 51 4751.280 51 4751.280 52 4752.280 52 4752.280	Admin UTILITIES Visitor Center UTILITIES Golf UTILITIES Golf UTILITIES Water UTILITIES Water UTILITIES Sewer UTILITIES Sewer UTILITIES	17 n 100 e 232 s main 17 w 600 s 797 s golf course In 832 w abajo dr 133 s 100 w 133 s 100 w 349 w central
2016	Rex Tanner and/or Kim Pierce	43328	5/17/2016	5/18/2016	\$8,700.00 8,700.00	10 4150.551	Non Dept ECONOMIC DEVE	2016 billboard
05092016	STONER TOP LUMBER	43304	5/9/2016	5/10/2016	\$814.00 407.00 407.00	10 4410.250 10 4510.250	Streets SUPP & MAINT - EQ Parks SUPP & MAINT - EQUI	LUMBER LUMBER
417807	The Local Pages of Utah, LLC	43331	5/6/2016	5/7/2016	\$48.00 48.00	10 4566.455	Pro Shop ADVERTISING/IMA	marketing
PR042916-318	UTAH STATE RETIREMENT		5/6/2016	5/6/2016	\$6,250.60 4,397.30 1,624.95 127.32 65.00 25.00 11.03	10 2223 10 2223 10 2223 10 2223 10 2223 10 2223 10 2223	State Retirement Withholding State Retirement Withholding State Retirement Withholding State Retirement Withholding State Retirement Withholding State Retirement Withholding State Retirement Withholding	State Retirement 457 Plan 401k Plan Roth IRA Traditional IRA State Retirement - Post Retire

**Monticello City
Invoice Register - 5/6/2016 to 5/18/2016 - All Invoices**

<u>Invoice No.</u>	<u>Vendor</u>	<u>Check No.</u>	<u>Ledger Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Account No.</u>	<u>Account Name.</u>	<u>Description</u>
PR042916-319	UTAH STATE TAX COMMISSION		5/6/2016	5/6/2016	\$1,118.87	10 2222	State Tax Withholding	State Income Tax
					\$29,981.24			
					6,553.61	10 2221	GL Account Summary	
					1,118.87	10 2222	FICA/FWT Withholding	
					7,130.54	10 2223	State Tax Withholding	
					127.32	10 2224	State Retirement Withholding	
					1,433.80	10 2225	Conseco & Liberty health insu	
					135.69	10 2231	PEHP Health Insurance	
					280.38	10 4140.240	Advance & Other W/H	
					208.60	10 4140.280	Admin OFFICE SUPPLIES	
					8,700.00	10 4150.551	Admin UTILITIES	
					80.82	10 4160.280	Non Dept ECONOMIC DEVE	
					109.95	10 4160.554	Visitor Center UTILITIES	
					300.00	10 4210.610	Visitor Center MISCELLANEO	
					462.82	10 4410.250	Police MISCELLANEOUS	
					407.00	10 4510.250	Streets SUPP & MAINT - EQUI	
					78.35	10 4510.280	Parks SUPP & MAINT - EQUI	
					133.46	10 4562.250	Parks UTILITIES	
					1,384.21	10 4565.280	Pool SUPP & MAINT - EQUIP	
					119.60	10 4566.455	Golf UTILITIES	
					127.79	10 4566.481	Pro Shop ADVERTISING/MA	
					28,892.81		Pro Shop FOODS & BEVERA	
							Total	
					100.00	21 4610	Care Contributions	
					114.26	51 1311	Accounts Receivable	
					114.67	51 4751.267	Water SUPP & MAINT SECO	
					424.51	51 4751.280	Water UTILITIES	
					100.00	51 4751.310	Water PROFESSIONAL/TEC	
					753.44		Total	
					84.14	52 4752.280	Sewer UTILITIES	
					150.85	54 4600.280	Utilities	
					\$29,981.24		GL Account Summary Total	

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**SAN JUAN STRIKE FORCE
INTER-LOCAL AGREEMENT**

This is an agreement by and among the undersigned parties creating an Inter-local Law Enforcement Strike Force.

This Agreement is made and executed by and among the following undersigned jurisdictions: San Juan County, Monticello City, Blanding City, and Utah Highway Patrol.

RATIONAL FOR ESTABLISHING STRIKE FORCE

WHEREAS, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Inter-local Cooperation Act, authorizes public agencies to enter joint agreements for the promotion of police protection; and

WHEREAS, all of the parties hereto are public agencies as defined by the Inter-local Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdiction a continuing problem of the production, manufacture, trade and use of illegal controlled substances; and

WHEREAS, the effective investigation and prosecution of sales, use and manufacturing of controlled substances requires specialized personnel, able to investigate on a regional basis and in a cooperative arrangement;

NOW THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Inter-local Cooperation Act, as follows:

**SECTION ONE
RATIFICATION AND MISSION STATEMENT**

1.1 The creation of the San Juan Strike Force (hereinafter "Strike Force") is hereby ratified by the parties. The parties have not contemplated nor intended to establish a separate legal entity under the terms of this Inter-Local Agreement. The Strike Force is created by the participants pursuant to the Inter-local Cooperation Act for the purpose of investigating and prosecuting the illegal importation, manufacture, use and sale of controlled substances under state, federal and local laws within the San Juan County area as provided herein.

**SECTION TWO
GOVERNING BOARDS**

2.1 The Strike Force shall utilize two boards in its administration and governance, an Administrative Board acting in an advisory capacity and an Executive Board vested with voting authority to govern and regulate the Strike Force.

2.1.1 Administrative Board

1. The Administrative Board shall consist of the San Juan County Attorney or his/her designee, (who shall act as the chair of the Board), the head of each participant's

STRIKE FORCE INTERLOCAL AGREEMENT

PAGE 2

law enforcement office/department or a duty appointed assistant thereto, as determined by the participant.

- B. Members of the Administrative Board shall designate (on or about the first of January every other year) one of their members to serve in an "at large" position on the Executive Board for a period of two (2) years. The designated "at large" representative shall have voting status as a member of the Executive Board.

1. The duties of the Administrative Board shall be to:

- a. Review the activities of the Strike Force generally;
- b. Recommend a Strike Force Unit Commander;
- c. Request financial audits as deemed necessary, but ensure at least one audit per year is performed with an additional audit done upon completion of any Unit Commander's term;
- d. Issue an annual report of the preceding year's activities to the participants;
- e. Conduct program evaluation;
- f. Seek federal and state grant money as may be available;
- g. Recommend the appointment of supervisors and staff as needed;
- h. Recommend operating policy as needed; and
- i. Recommend appropriate training.

- C. Meetings. The Administrative Board shall have no less than two meetings per calendar year during the months of February and September, for the purpose of fulfilling their duties as specified in this Agreement.

2.1.2 Executive Board

The Executive Board of the Strike Force is comprised of members of the Administrative Board that have acquired voting status. The Board shall select at its first meeting during a calendar year, a Chair and a Vice-Chair for the purpose of conducting the business of the Board. Any reference in this Agreement to an action by vote shall be referred to as a vote of the entire Executive Board.

- A. The Executive Board shall be made up of a representative from each jurisdiction that provides at least one officer or the monetary equivalent to the Strike Force a minimum of twelve (12) months of every three (3) years, plus an at-large member as appointed by the Administrative Board.

Non-voting participants are those who have provided other resources.

1. The duties of the Executive Board shall be to:
 - a. Govern the activities of the Strike Force generally;
 - b. Adopt by-laws or rules for regulating the activities of the Strike Force;
 - c. Select a Strike Force Unit Commander;
 - d. Make and execute contracts or agreements necessary for the performance of its duties and the exercise of its powers under the Inter-local Cooperation Act;
 - e. Own, lease, operate, maintain, repair any equipment or facility useful in carrying out the purpose of the Strike Force;
 - f. Receive property, grants, gifts, supplies, materials, contributions, forfeitures, and any benefit derived there from for the provision of law enforcement services as provided by this Agreement and in accordance with state and federal law;
 - g. Conduct financial audits as deemed necessary, ensuring that at least one audit per year is performed with an additional audit done upon completion of any Unit Commander's term;
 - h. Issue an annual report of the preceding year's activities to the participants and public;
 - i. Conduct program evaluation;
 - j. Seek federal and state grant money as may be available;
 - k. Appointment of supervisors and staff as needed;
 - l. Establish operating policy as needed;
 - m. Coordinate training as appropriate; and
 - n. ***Provide insurance as specified in this Agreement.***
- C. Meetings. The Executive Board shall have no less than two meetings per calendar year during the months of March and October, for the purpose of fulfilling their duties as specified in this Agreement.

**SECTION THREE
STRIKE FORCE ADMINISTRATION**

3.1 The Strike Force shall primarily investigate crimes related to controlled substances. The Strike Force will notify individual jurisdictions of all crimes discovered in their geographic boundaries, provided, such notification may be delayed if, in discretion of the Strike Force Unit Commander, notification will hinder a current Strike Force investigation.

3.1.1 The Strike Force shall be headed by a Unit Commander.

- a. The Unit Commander shall be a Certified Law Enforcement Officer.
- b. The Unit Commander shall be solely in charge of directing the Strike Force activities subject to approval of the Executive Board;
- c. The Unit Commander shall be responsible for the administrative activity of the Strike Force including maintaining financial records and reporting as required by the Executive Board.
- d. The unit Commander shall perform such other duties as required by the Executive Board.

3.1.2 All Peace officers of the Strike Force Shall be Certified Law Enforcement or Correctional Officers as defined by the laws of the State of Utah.

**SECTION FOUR
STRIKE FORCE JURISDICTION**

4.1 All of the participants acknowledge the territorial jurisdiction of the Strike Force to be that of San Juan County. The Signatories hereto expressly consent to the investigations conducted by the Strike Force within their respective geographical boundaries provided that Strike Force Investigators not from the jurisdiction in which an investigation is conducted shall not be considered agents of that jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section Seven.

4.2 Participating jurisdictions may refer any controlled substance investigations within their jurisdiction to the Strike Force. IN order to maintain a complete county-wide database, all agencies will route drug case information to the Strike Force. The Strike Force may decline any case for cause.

SECTION FIVE

SEIZURES AND FORFEITURES

STRIKE FORCE INTERLOCAL AGREEMENT

PAGE 5

- 5.1 All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act shall be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to State and Federal laws.

SECTION SIX STRIKE FORCE FUNDING

- 6.1 Except as provided at the sole discretion of the Strike Force, each participant hereto shall absorb all costs associated with their participation. In the event a city contributes manpower on alternating years, the manpower will serve as their contribution only during the years the manpower is with the Strike Force. During the time an entity does not contribute manpower, they must pay the assessments as provided by the Executive Board.
- 6.2 The Administrative Board will provide for an operating fund for general costs incurred not directly attributable to any participant herein. In an annual budget meeting the Executive Board shall review the budget and expenses of the past year; review a proposed budget for the coming fiscal year prepared by the Strike Force Unit Commander; and approve or modify the proposed budget. After approval of the budget, the executive Committee shall make proposed assessments for the coming fiscal year.
- 6.3 The Administrative Board shall review the budget and assessments proposed by the Strike Force Commander and within 30 days shall submit said budget with any comments to the Executive Board for final approval. Once the Executive Board has approved the budget and assessments, the budget shall be submitted to the participating entities for approval in accordance with their respective budget approval processes.
- 6.3.1 Assessments shall be paid within 30 days of the beginning of the fiscal year unless other arrangements are made with the approval of the Executive Board.
- 6.3.2 The Executive Board shall provide the needed office space for the Strike Force. The Executive Board may acquire other facilities as needed.

SECTION SEVEN INSURANCE AND PARTICIPATING MEMBER LIABILITY

The Strike Force shall procure and keep in force a General Liability and Directors' and Officers' Liability Policy with limits prescribed by the Executive Board for the purpose of defending and indemnifying its officers and participating agencies. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the parties are otherwise entitled. Each

participant shall indemnify its own officers for any claim of liability arising while participating in the Strike Force for amounts exceeding Strike Force liability policy limits.

STRIKE FORCE INTERLOCAL AGREEMENT
PAGE 6

SECTION EIGHT
STRIKE FORCE DURATION AND DISSOLUTION

- 8.1 This Agreement shall be in effect for an indefinite period of time not to exceed 50 years, provided, however, that:
- 8.1.1 Any party may withdraw at the end of the fiscal year upon 30 days written notice to the Executive Board.
 - 8.1.2 The Executive Board may terminate the Agreement upon a majority vote of the total membership of the Executive Board.
 - A. Upon Withdrawal of any party or termination of this agreement the withdrawing party shall retain that property which it allowed to be used by the Strike Force. Upon termination of this agreement, any property obtained in common shall be sold and the proceeds divided among the current members in proportion to their most recent annual contribution.
 - B. Upon termination of this entire agreement, all total available funds shall be distributed among the current members in proportion to their most recent annual contribution.
 - 8.1.3 Other jurisdictions, not an original party to this Agreement, may join with approval of the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as thought appropriate by the Executive Board.

SECTION NINE
STRIKE FORCE POLICY AND PROCEDURES

- 9.1 All participants hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with their own policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his own department's policies while acting for the Strike Force.
- 9.2 The Strike Force shall have no authority to discipline an officer except that the Unit Commander may suspend an officer from the Strike Force and make recommendations to the Executive Board and responsible department. Removal of an officer, if the officer is the only officer contributed for the current year by a particular department, shall cause the participant to lose voting status unless another officer is contributed to the Strike Force within 15 days.

**SECTION TEN
MISCELLANEOUS**

10.1 Warranties of Participants

Each participant hereby represents and warrants that:

- (i) It is a public agency or public entity within the meaning of the Act and the Inter-local Act; and
- (ii) It is duly authorized to execute and deliver this Inter-local Agreement; and
- (iii) There is no litigation or legal governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Inter-local Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

10.2 Documents on File

Executed copies of this Inter-local Agreement shall be placed on file in the office of the Keeper of Records of each of the Participants and shall remain on file for public inspection during the term of this Inter-local Agreement.

10.3 Amendment

This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Inter-local Act.

10.4 Effective Date

This Inter-local Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by each of the Participants which shall include the approval as to form by each participant's respective Attorney.

10.5 Laws of Utah

It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

10.7 Severability of Provisions

If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.

STRIKE FORCE INTERLOCAL AGREEMENT
PAGE 8

10.8 Captions and Headings

The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

10.9 Broad Construction

It is the intention of the Participants that this joint and cooperative undertaking contemplated in the Agreement be broadly construed to include all actions, undertakings and objectives permitted or contemplated by the provision of the Act, and any other applicable law, insofar as such provisions relate to fostering and protecting public health. The provisions of this Agreement shall be construed as broadly as necessary to accomplish the purposes and objectives set forth herein and pursuant to State law.

10.10 Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

IN WITNESS WHEREOF, the parties have affixed their signature hereto upon resolution of their governing body as required by law and join and give effect to the Agreement.

BOARD OF COUNTY COMMISSIONERS
OF SAN JUAN COUNTY

Date _____ By _____
Chair

ATTEST:

John David Nielson
San Juan County Clerk

APPROVED AS TO PROPER FORM AND AS COMPATIBLE WITH THE LAWS OF THE STATE OF UTAH, AND DULY AUTHORIZED, EXECUTED AND DELIVERED BY THE FOREGOING PARTICIPANT.

Date: _____ By _____
San Juan County Attorney

IN WITNESS WHEREOF, the parties have affixed their signature hereto upon resolution of their governing body as required by law and join and give effect to the Agreement.

BLANDING CITY COUNCIL

Date _____ By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO PROPER FORM AND AS COMPATIBLE WITH THE LAWS OF THE STATE OF UTAH, AND DULY AUTHORIZED, EXECUTED AND DELIVERED BY THE FOREGOING PARTICIPANT.

Date: _____ By _____
City Attorney

IN WITNESS WHEREOF, the parties have affixed their signature hereto upon resolution of their governing body as required by law and join and give effect to the Agreement.

MONTICELLO CITY COUNCIL

Date _____ By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO PROPER FORM AND AS COMPATIBLE WITH THE LAWS OF THE STATE OF UTAH, AND DULY AUTHORIZED, EXECUTED AND DELIVERED BY THE FOREGOING PARTICIPANT.

Date: _____ By _____
City Attorney

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EMPLOYMENT AGREEMENT FOR MONTICELLO CITY MANAGER

THIS AGREEMENT, made and entered into this day _____ of _____, 2016, by and between MONTICELLO CITY, a Municipal Corporation, of 17 North 100 East, Monticello, Utah, 84535, hereinafter called the "City," as party of the first part, and Tyrell Bailey of 33 Blue Mountain Dr., Monticello, Utah, 84535 hereinafter called "manager," as party of the second part, both of whom understand and agree as follows:

RECITALS

1. The City desires to employ the services of said manager as City Manager of Monticello City in accordance with the provisions of Chapter 6 Article A of the Monticello City Code.
2. It is the desire of the Mayor and City Council (hereinafter referred collectively as "Council" or individually referred to as "Mayor" or "City Council" to provide certain benefits, to establish certain conditions of employment and to set working conditions of said Manager.
3. The manager desires to continue employment as City Manager of said Monticello City.

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

AGREEMENT

Section 1: DUTIES

The City hereby employs Tyrell Bailey as City Manager to perform the functions and duties specified in Chapter 6 Article A of the Monticello City Code, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign. Provided, however, that the following powers are not delegated to the manager:

- A. The Mayor's legislative or judicial powers
- B. The Mayor's position as Chairman of the City Council; or
- C. Any ex-officio position that the Mayor holds.

Section 2: TERM

- A. As provided in Chapter 6 Article A of the Monticello City Code, the manager shall serve at the pleasure of the Council, and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate services of the manager at any time, with or without cause, subject only to the provisions set forth in Section 4 of this Agreement. This Agreement continues for an indefinite term, subject to Sections 4, 5, and 6 of this agreement.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the manager to resign at any time from his position with the City, subject only to the provisions set forth in Section 5 of this Agreement.
- C. The manager agrees to remain in the exclusive employ of the City during the term of this Agreement. The term "employed" however, shall not be construed to include but not be limited to occasional

teaching, writing, speaking or consulting performed on the manager's time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the City. In the event overnight travel is required for such non-City related business, the Council shall be notified in advance. *De Minimis* use of the City's equipment (such as laptop computers) for such purposes is hereby authorized.

Section 3: SUSPENSION

The City may suspend the manager with or without full pay and benefits at any time during the term of this Agreement, but only if:

- A. A majority of the Council and the manager agree; or
- B. A majority of the Council votes to suspend the manager for just cause provided, however, that the manager shall have been given written notice setting forth any grounds for suspension at least ten (10) days prior to such action by the Council members setting forth such grounds.

Section 4: TERMINATION AND SEVERANCE PAY

A. In the event the manager is terminated by the Council and the manager is willing and able to perform his duties under this Agreement, then in that event the City agrees to pay the manager full salary, including wages, and benefits for three (3) months' from the date of termination, or an amount calculated by using the formula set forth in Paragraph B of this Section, whichever is greater. The manager shall also be compensated for all earned sick leave, vacation, holidays, compensatory time, deferred compensation and all other accrued benefits to date on the last paycheck of the severance period.

B. The amount of salary payable at termination as defined in this Section shall increase by one (1) month for each year of service rendered by the manager, accrued on a monthly basis, to a maximum of six (6) months' salary beginning at the time of termination.

C. Section 4 shall not apply if the manager is terminated for cause, which means commission of a felony or any crime involving moral turpitude or willful misconduct detrimental to the interests of the City.

Section 5: RESIGNATION

In the event the manager voluntarily resigns his position with the City before expiration of the aforesaid term of his employment, the manager shall give the City thirty (30) days' notice in advance, unless the parties agree otherwise.

Section 6: DISABILITY

If the manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, medical incapacity, or health for a period of four (4) successive weeks beyond any accrued sick leave, the City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4, paragraph A.

Section 7: SALARY

Base Salary: The City agrees to pay the manager for his services rendered pursuant hereto an annual base salary of \$_____, payable in installments at the same time as other employees of the City are paid.

Cost of Living: The City agrees to increase said base salary of the manager at the same time and rate as, and not less than, any cost of living increase that may be given to all City employees.

Merit Increase/ Pay Plan Market Study: In addition, the City may increase said base salary and/or benefits of the manager in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual salary and positive performance review of the manager.

Bonus Eligibility: The City may provide the manager with a performance bonus based upon satisfactory achievement of goals and performance objectives as set forth in the annual Performance Evaluation described in Section 8. The amount of bonus eligibility shall not exceed 5% of the manager's annual salary and shall be determined by the City Council in consultation with the manager at the time the aforementioned goals and performance objectives are defined each year.

Fringe Benefits: The City may provide the manager with fringe benefits as the Council may determine that it is desirable to include items such as, a cell phone, laptop computer, tablet computer, use of a take home vehicle or, cash allowance for such items included in manager's paycheck. Fringe benefits may be considered as taxable income.

Section 8: PERFORMANCE EVALUATION

A. The Council shall review and evaluate the performance of the manager at least once annually in advance of the adoption of the annual operating budget. The Council shall provide an adequate opportunity for the manager to discuss his evaluation with the Council.

B. Annually, the Council and the manager shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Council and the manager mutually agree to abide by the provisions of applicable law.

Section 9: HOURS OF WORK

It is recognized that the manager must devote a great deal of time outside the normal office hours to business of the City, and to that end the manager will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours. Hours in excess of 80 for any given pay period must be reported on a time card.

Section 10: OUTSIDE ACTIVITIES

The manager shall not engage in any outside activities that would jeopardize and/or interfere with the manager's ability to perform the duties pursuant to this agreement.

Section 11: VACATION AND SICK LEAVE

The manager will accrue annual leave at the same time and rate as other employees of the City. Additional time needed shall require the approval of the Mayor. The manager shall further accrue sick leave at the same time and rate as other employees of the City.

Section 12: DISABILITY AND HEALTH INSURANCE

The City agrees to put into force and to pay the required premium payments for the manager for health insurance and disability income benefits, major medical and dependent's coverage group insurance covering the manager and his dependents, which policies are under the auspices of the Utah Local Governments Trust or other provider approved by majority of Council. The manager shall participate in the payment premium at the time and proportion as other employees of the City.

Section 13: RETIREMENT

The City agrees to provide a retirement contribution to the Utah Retirement System (URS) equal to that provided for other employees. The City also agrees to provide an additional 11.74% to a qualified 457 retirement fund managed by the Utah Retirement System. The Council may increase the City's level of participation as deemed desirable by a majority vote of the Council at the time of the manager's annual performance review. The manager will be given first opportunity to opt out of the Utah Retirement System in the event that it becomes an option; thereafter the manager may apply the full amount to any other qualified retirement fund as determined by the manager.

Section 14: PROFESSIONAL DEVELOPMENT

The City agrees to budget for and to pay for travel, per diem, and conference registration expenses of the manager to attend the Annual International City and County Management Association (ICMA) Conference, the Utah City Managers Association (UCMA) Conferences, and the Utah League of Cities and Towns (ULCT) Conferences. The City also agrees to budget for and to pay for travel and per diem expenses and other registration fees for other training courses, institutes, conferences, and seminars that are necessary for his professional development and for the good of the City. Any conferences or trainings not previously budgeted for shall be approved in advance by the Council prior to budget ratification. Per Diem expenses shall be provided to the manager congruent with IRS established per diem rates pertinent to the relevant city or locale. The City will also pay the annual dues for the manager's membership in ICMA and UCMA. This section does not preclude the ability of the Council to send the manager to other meetings, conferences, and/or workshops deemed appropriate and beneficial to the City by the Mayor or City Council and to pay for relevant per diem and travel expenses as described herein.

Section 15: INDEMNIFICATION

In addition to that required under state and local law, the City shall defend, save harmless and indemnify the manager against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, and out of an alleged act or omission occurring in the performance of the manager's duties as City manager except for willful and deliberate acts of wrongdoing committed by the manager, even after termination of employment.

Section 16: BONDING

The City shall bear the full cost of any fidelity or other bonds required of the manager under any law or ordinance.

Section 17: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council, in consultation with the Mayor and the manager, shall fix such other terms and conditions of employment as it may determine from time to time relating to the performance of the manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Ordinances, or any other law.

B. All provisions of the City Ordinances, policies, regulations and rules relating to, vacation and sick leave, retirement and pension systems contributions, holidays and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the manager as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the manager as herein provided.

C. The manager shall be entitled to accrue sick leave benefits and receive payment for such unused benefits as part of the severance agreement upon the Council's termination of employment.

Section 18: NO REDUCTION OF BENEFITS

The City shall not at any time during the term of the Agreement reduce the salary, compensation, or other financial benefits of the manager, except to the degree of such a reduction across the board for all employees of the City.

Section 19: NOTICES

Notices pursuant to the Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. CITY: Monticello City Mayor

P.O. Box 457

Monticello, Utah 84535

B. Manager: Tyrell Bailey

P.O. Box 1237

Monticello, Utah 84535

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties and supersedes any prior written or oral understanding or agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the manager.

C. This Agreement shall be effective commencing the ____ day of _____, 2016.

D. If any provision or any portion thereof contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement, or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed the day and year first above written.

MANAGER:

By: _____

Tyrell Bailey

MONTICELLO CITY

By: _____

Mayor: Tim Young

ATTEST:

By: _____

Cindi Holyoak

City Recorder

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HORSEPOWER FLEET RENTAL QUOTE FOR STATE PURCHASE CONSIGNMENT



VEHICLE INFORMATION

Year: 2016 Make: Ram 2500 Model: Laramie Color Exterior: Any
 Description: 4X4, Mega Cab, short bed, Cummins diesel engine, Leather, back-up sensors, Bluetooth connectivity, Tow package, side steps, Back-up Camera
 Rental Term: 12 months or 34k miles Annual Rental Payment: \$2000.00



VEHICLE INFORMATION

Year: 2016 Make: Ford F250 Model: Lariat Color Exterior: Any
 Description: 4X4, Crew Cab, short or long bed, 7.3 diesel engine, back-up camera, Bluetooth connectivity, Tow package, Side steps, Back-up camera
 Rental Term: 12 months or 34k miles Annual Rental Payment: \$2000.00



VEHICLE INFORMATION

Year: 2016 Make: Chevrolet 2500HD Model: 1LZ Color Exterior: Any
 Description: 4X4, Crew Cab, short or long bed, Duramax Engine, Bluetooth connectivity, Power Lift gate, Leather, Tow package, Back-up Camera, Side steps
 Rental Term: 12 months or 34k miles Annual Rental Payment: \$3000.00



VEHICLE INFORMATION

Year: 2016 Make: Chevrolet Tahoe Model: LT Color Exterior: Any
 Description: 4X4, V8 Hemi engine, Bluetooth connectivity, Power Lift gate, Leather, Tow package, Back-up Camera, 7-8 passenger
 Rental Term: 12 months or 34k miles Annual Rental Payment: \$3500.00



VEHICLE INFORMATION

Year: 2016 Make: Ford F150 Model: Lariat Color Exterior: Any
 Description: 4X4, Super crew cab , Short bed, V8 engine, Leather, Back-up Camera, Bluetooth connectivity, Tow package
 Rental Term: 12 months or 34k miles Annual Rental Payment: \$4000.00



VEHICLE INFORMATION

Year: 2016 Make: Ford Explorer Model: XLT Color Exterior: Any
 Description: 4X4, V8 engine, Bluetooth connectivity, Power Lift gate, Leather, Tow package, Back-up Camera, 7 passenger
 Rental Term: 12 months or 34k miles Annual Rental Payment: \$4000.00



VEHICLE INFORMATION

Year: 2016 Make: Jeep Model: Grand Cherokee Color Exterior: Any
 Description: AWD, V8 engine , Limited
 Rental Term: 12 months or 34k miles Annual Rental Payment: \$3500.00



VEHICLE INFORMATION

Year: 2016 Make: Dodge Model: Durango Color Exterior: Any
 Description: AWD, V8 engine , R/T
 Rental Term: 12 months or 34k miles Annual Rental Payment: \$4500.00

*All trucks will be delivered and pickup at no charge to the customer

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MEMORANDUM OF UNDERSTANDING

To: Ty Bailey, City Manager, Monticello
From: Rural Planning Group
Date: May 17, 2016
Subject: Planning 'Rodeo'

Thank you for your interest in the Rural Planning Group's Planning 'Rodeo'. The purpose of this memorandum is to develop a common understanding of the services the Rural Planning Group will provide Monticello, and the actions required of Monticello in relation to those services.

Definitions

RPG Rural Planning Group Keith Heaton, Aubrey Larsen, Paul Moberly, Abigail Morrison, Kyle Slaughter, Flint Timmins

Point Person responsible for communications between Rural Planning Group and municipal leaders/community members. Ty Bailey

Committee Municipal leaders, staff, and community members who will be working on the project. PLEASE DEFINE WHO YOU'D LIKE ON THE COMMITTEE

Moving forward, we propose the following steps for the Rural Planning Group's work in Monticello. Steps are sequential; failure to complete steps by either party in a timely manner will likely result in project delays:

Step #1: Community Assessment

The Rural Planning Group will gather socio-economic and survey data through various methods and sources to provide a foundation for community leaders to understand their community's current situation.

	Action	Responsible	Done by	Delivered To
1	Complete <i>Planning Rodeo Survey</i>	Point/Committee	Complete	RPG
2	Provide any current capital improvement lists, asset inventories, and general or master plans.	Point/Committee	ASAP	RPG
3	Schedule 3-4 town 'windshield' tours: Public Works Director (or similar); Mayor and/or City Manager; 1-2 other leaders.	Point/Committee	May 25 th	RPG
4	Schedule 3-4 onsite leadership interviews: Mayor and/or City Manager; Town Council Person; P&Z Board Person; 1 other.	Point/Committee	May 25 th	RPG
5	Provide other data as requested	Point	TBD	RPG

Step #2: Public Meeting

The Committee will hold a public meeting, during which RPG will capture community feedback then confirm and present their preliminary findings. After agreeing upon a date and location with RPG, the Committee will make the necessary logistical arrangements and promote the event using local methods (in compliance with the Open and Public Meetings Act). Monticello will host the event and provide refreshments; RPG will direct the meeting. It is anticipated that the meeting will last 1-2 hours.

	Action	Responsible	Done by	Delivered To
1	Schedule and advertise public meeting	Point/Committee	May 25 th	Public
2	Reserve space & provide refreshments	Point	May 25 th	RPG
3	Direct meeting (public engagement, collect feedback, etc.)	RPG	June 8 th	Public

Step #3: Final Deliverable

RPG will integrate public feedback and provide a final deliverable (defined below). It is anticipated that a final draft of this document will be completed within three weeks of the public meeting.

	Action	Responsible	Done by	Delivered To
1	Finalize and provide deliverable	RPG	June 29 th	Committee
2	Complete RPG Assessment	Point/Committee	July 1 st	RPG

Deliverable

The final deliverable provided by the Rural Planning Group will be a graphically rich 12-24 page document containing the following elements:

Community Asset Inventory	Community Socio-Economic Data	SWOT Analysis
Public & Commercial Buildings Inventory	Comparative Measurement on Key Metrics	Scenario Analysis/Timeline
Main Street Analysis	Liabilities Gap Analysis	Optimization Analysis
Housing Assessment	Planning & Ordinance Audit	Suggestions & Recommendations
Community Survey	Regional Plan Alignment Audit	Contacts for Further Action

The deliverable is intended to assist community leaders and the planning commission as they consider the future of Monticello. RPG recommends that Monticello's City Council, Planning Commission, and full-time employees internalize the information and use it for future planning.

If you are willing to commit to this process, next steps include:

1. Sign this Memorandum of Understanding (please call with any questions, May 17th)
2. Complete outlined required actions (coordinate with RPG first) (As noted)

Please note that if Monticello does not provide required project support, RPG must withdraw its resources from the project. If you have any questions about what any of these deliverables are, how to use them, or have an other questions, please do not hesitate to call. Thank you for your time.

Project Team from the Rural Planning Group

Kyle Slaughter, Flint Timmins, Aubrey Larsen, Paul Moberly

Signature _____

Paul Moberly (Project Lead)

Signature _____

Jonathan Hardy
Director, Housing & Community Development

Monticello Representatives

Ty Bailey

COMMUNITY COMMITTEE, AS DEFINED

Signature _____

Ty Bailey (City Manager)

Call Paul Moberly at (801) 468-0074 if you have questions or need any assistance.