



MONTICELLO CITY COUNCIL MEETING AGENDA
Tuesday - March 25, 2014 - 7:00 p.m.
17 North 100 East

- | | |
|--|-------------------|
| 1. Call to Order | |
| 2. Invocation/Opening Remarks | |
| 3. Minutes Review/Approval – Feb. 25, 2014 (1) | ACTION |
| 4. Public Comment | INFORMATION |
| 5. Payment of Bills (2) | ACTION |
| 6. Follow-Up Items: Deer Inside City Limits | DISCUSSION |
| 7. Consider Fire Chief Assistant Appointment (3) | ACTION |
| 8. Consider Purchase of Fire/Brush Truck (4) | ACTION |
| 9. Consider Police Vehicle Engine Replacement (5) | DISCUSSION/ACTION |
| 10. Consider Purchase of Fuel (6) | ACTION |
| 11. Consider Golf Tournament & Trails Fee (7) | ACTION |
| 12. Consider Golf Board Member Appointment (8) | ACTION |
| 13. Consider Golf Cart Lease (9) | ACTION |
| 14. Consider Score Board Purchase (10) | ACTION |
| 15. Consider Purchase and Sale of Garbage Truck (11) | ACTION |
| 16. Consider Vehicle Purchase (12) | ACTION |
| 17. Consider Planning Commission Appointment (13) | ACTION |
| 18. Consider Airport Project Bid Awards | ACTION |
| 19. Secondary Water Rates | DISCUSSION |
| 20. Governing Body/Administrative Communications | INFORMATION |
| 21. Upcoming Agenda Items | DISCUSSION |
| 22. Meetings | INFORMATION |
| 23. Adjournment | ACTION |

Mailing/Posting Date: 03/21/14 /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 CITY COUNCIL MEETING MINUTES

Tuesday • February 25, 2014 • 7:00 p.m.

17 North 100 East, Monticello, UT

1. Call to Order - The regularly scheduled meeting of the Monticello City Council was called to Order by Mayor Tim Young at 7:03 p.m. The following persons were present for all, or portions of the meeting.

City Officials

Mayor Tim Young

City Council

Scott Frost

Scott Shakespeare

Steven Duke

George Rice

Rick Clark – not present

City Manager: Greg Westfall

Assistant City Manager: Oliver Crane

City Recorder: Cindi Holyoak

Police Chief: Kent Adair

Visitors

Andy Murdoch, Paul Barr, Monte Wells, Brad Young Shannon Young, and Dennis Hoggard

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

3. Minutes Review/Approval - The minutes were emailed with the agendas. Emailed instead of mailed - #7 Mayor Young

MOTION was made by Councilman Scott Frost to approve the minutes of the February 11, 2014, City Council Meeting with noted corrections. The motion was seconded by Councilman George Rice and passed unanimously.

4. Public Comment – Monte Wells

Monte Wells said he came to City Council to have information on record concerning the gun range which was built near the water treatment plant. Wells said rumors say he is the one who shut the range down. He was informed the City had not gone to the Forest Service to get the proper permitting for the use of the property and he was concerned because he knew the City could lose their permit for the water treatment plant or have a fine and/or criminal charges pressed. He wrote a story about the issue and contacted Forest Ranger Mike Biem on the same day U.S. Forest Service officials met with the City. Mike Biem relieved Wells concerns and said the City would not be

Monticello City Council
February 25, 2014

fined and the water treatment permit was still in place. He also said the shooting range would have to be shut down in the meantime. Wells then spoke with Manager Westfall about the issue and was told the same thing. Wells said he, at no time, encouraged the Forest Service to close the facility and he is sorry people think he is the one who closed it and he ensured the City Council and the public that he enjoys the range himself. Mayor Young agreed there has been some confusion on the issue and said the blog wells posted may have led the public to that conclusion. Wells was thanked for his comments.

5. Payment of Bills - Questions and answers were directed to the following bills:
#39760 to Smuin Rich & Marsing – Payment to auditor for field work.
#397584 to VMTE Payments – various medical payments for cancer patients.

MOTION was made by Councilman Scott Shakespeare to approve the bills as paid. The motion was seconded by Councilman Scott Frost and passed unanimously.

6. Follow-Up Items

Alcohol License ordinance

7. Public Hearing for 1616 Clayhill Drive Annexation

Mayor Tim Young opened the public hearing at 7:20 p.m. and turned the time over to the public for comments. ACM Crane discussed the protest period for the annexation and the next step of the process. The time was opened to the public for discussion. Mayor Young said he has had some questions about the location. ACM Crane presented a map of the location.

There was no further discussion; the hearing was closed at 7:25p.m.

8. Consider 1616 Clayhill Drive Annexation

MOTION was made by Councilman George Rice to approve the annexation for 1616 Clayhill Drive. The motion was seconded by Councilman Scott Shakespeare and opened for discussion.

Councilman Steven Duke – Aye

Councilman George Rice – Aye

Councilman Scott Frost – abstained

Councilman Rick Clark – Aye

Councilman Scott Shakespeare – Aye

The motion passed with one abstention.

9. Public Hearing for 2013-14 Budget Amendments

**Monticello City Council
February 25, 2014**

Mayor Tim Young opened the public hearing at 7:28 p.m. and turned the time over to the public for comments. Manager Westfall explained additional tax revenue from a recent annexation provided the City with \$50,000 more revenue than was budgeted in the 2013-14 budget. Paul Barr asked when the annexation went through; Manager Westfall said it was finalized about six months ago and the City has received the check. Monte Wells asked if the money was new money or if it was being reallocated; Manager Westfall said it is new money which needs to be budgeted into the correct accounts. Manager Westfall explained a priority list has been created by departmental needs which has his recommendations. He read the list to the public. Mayor Young said this increase will benefit the budget for years to come.

There was no further discussion; the hearing was closed at 8:35 p.m.

10. Consider 2013-14 Budget Amendments

There was discussion about saved funds for equipment which would be put in a General Fund Savings General Ledger account which could then be moved to a Public Trust Investment Fund (PTIF).

MOTION was made by Councilman Shakespeare to approve the 2013-14 budget amendments as presented with a maximum amount of \$10K for the golf course, \$15K for ball fields fencing, \$10K for administrative vehicle, and a minimum of \$15K in savings. The motion was seconded by Councilman Scott Frost and opened for discussion.

**Councilman George Rice – Aye
Councilman Scott Frost – Aye
Councilman Rick Clark – not present
Councilman Scott Shakespeare – Aye
Councilman Steven Duke – Aye**

The motion passed unanimously.

11. Consider Employee Compensation

Police Chief said he would like to promote Officer Cole Young to sergeant and increase his salary as written.

MOTION was made by Councilman Scott Shakespeare to approve the employee compensation and promotion as presented. The motion was seconded by Councilman George Rice and opened for discussion.

**Councilman Scott Frost – Aye
Councilman Rick Clark – not present
Councilman Scott Shakespeare – aye
Councilman Steven Duke – Aye
Councilman George Rice – Aye**

Monticello City Council
February 25, 2014

The motion passed unanimously

12. Dog Issues

Mayor Young said this item was put on the agenda for discussion due to several complaints. He said he personally has seen a large number of dogs "at large". Chief Adair said the problem is catching the dogs and it is hard to know if you catch it, who's dog it is. By the way the ordinance is written, if the neighbor gives permission for a dog to be there, they are legal to be on the property so the neighbors need to sign a complaint for the police to have recourse to take care of the dog. Many times people think they know who owns the dog when they don't. He said the dog problem will never go away but the problem is not as bad as it used to be. Some options have been discussed to help enforce the dog ordinance. Councilman George Rice said the Sheriff is willing to allow the county dog catcher to catch city problem dogs for a per dog fee if the City will provide upgrades to the dog pound facility. He also said if we use our police, the sheriff would go 50/50 on materials for the dog pound. Chief Adair said he is not sure he is in favor of the agreements at this point, more negotiation and discussion is needed. There was discussion about using a tranquilizer. Chief Adair said there are lots of problems with using tranquilizer darts. He said people vandalize the dog traps so they are not used often. Mayor Young asked how often dogs are put in the pound. Chief Adair said there are always dogs in the pound. He said the department realizes there is a problem and they are working to improve the situation. He advised the public to call San Juan County dispatch with dog complaints. The animal ordinance needs to be revised. Officer Young will be in charge of the animal control. Councilman Rice said there is a big problem with dogs around the area of 100 W. Brad Young said there are 3 dogs in his neighborhood that cause a lot of problems. He said signing a complaint against his neighbors is difficult and causes stress and hard feelings. He said whatever the ordinance is, he does not like to sign a complaint. Chief Adair asked how the ordinance can be written to solve the problem without a signed complaint. Shanon Young said the problem may take care of itself if there are consequences. Manager Westfall said the only way the owner can have a consequence if they claim the dog. Chief Adair agreed it is hard to discover ownership. There was discussion about the dog pound fees and the push to force individuals to get the animals licensed. Chief Adair discussed other options with tickets, etc. there are problems with citations going to court. Mayor Young said possibly Officer Young could write a notice in the paper to let people know stray dogs will be picked up. Councilman Rice suggested a note on the utility bill. Chief Adair suggested informing new utility account holders of the dog ordinance. Monte Wells said you always have dog owners that care and dog owners that do not care. He said if there is a way, maybe property rights should be returned to the property owner to protect their own property.

13. Police Department Report

Chief Adair provided a copy of total incidents for 2013, which was reviewed by the Council. Animal problem incidents include deer, horses, sheep, dogs, etc. . . There

Monticello City Council
February 25, 2014

were 912 traffic citations. Councilman Rice said he would like to see the report by officer. Chief Adair said he will learn how to run a report like that. He said there are some reports on the Spillman System that the police department is not allowed to pull up because the software system is owned by the county. Mayor Young asked if all the incidents on the report have to be initiated by dispatch. Chief Adair said they do not have to be reported by dispatch, however; incidents responded to by the county do not show up on the report given to the Council. There are issues with Spillman and the part-time officers who are currently unable to issue a citation. Legislature is in process to allow hand written citations again which will help the part time officers. Mayor Young asked of what issues the Council should be made aware. Chief Adair said the department is concerned about the availability of marijuana with the new laws in Colorado. He said it has become more accessible and the department is seeing more youth using the drug. Mayor Young said he would like to start a template, format for future police department reports. Councilman Shakespeare said from a school administrator standpoint, the Monticello Police Department has done a real great job and really helps the schools out. Mayor Young also expressed his appreciation to the department.

14. Consider Well Project

Superintendent Langston reported John Files, the hydro-geologist who has been consulting with city engineers and staff, said the City would be wasting resources by drilling an additional well in town as it will tax the same aquifer water source as used by the existing well. He suggested drilling north of town, out by the airport and piping the water in. Monte Wells asked what kind of study has been completed to know if there is water out by the airport. Langston said John Files is very knowledgeable about the geology and the aquifer tables. A map was provided for the Council to review which showed targeted areas. Councilman Shakespeare said targeted area #1 may be the best option. Superintendent Langston said that location may exhaust the funding due to the distance to pipe the water, however; if a lot of water is found out that far, the Community Impact Fund Board (CIB) may be willing to contribute more funding to pipe it. Chief Adair asked if logs were kept on the oil well drilled in the Spring Creek area. Monte Wells said if the oil well was registered with the state, it should be available with all the data of water, oil, etc. . . . Mayor Young said the Council should follow the advice of the John Files even if it is risky. He said the City is better off to know. A well is needed at the airport anyway and if the water is not enough to pipe to town, the money will not have to be spent on piping.

MOTION was made by Councilman Scott Shakespeare to instruct city staff to work with the engineers to pursue drilling in target area #1, or the area that is felt most promising to find water. The motion was seconded by Councilman George Rice and opened for discussion.

Councilman Rick Clark – not present
Councilman Scott Shakespeare – Aye

Monticello City Council
February 25, 2014

Councilman Steven Duke – Aye
Councilman George Rice – Aye
Councilman Scott Frost – Aye

The motion passed unanimously

15. Governing Body/Administrative Communications

15.1 Start working on the deer problem. Manager Westfall will contact Guy Wallace and it will be on a future agenda.

15.2 San Juan County is willing to merge the senior center with the community center. A floor plan, design layout was available for the Council to review. A supplemental application will be submitted to the CIB for the building funding with an inter-local agreement. The City budget will not change from the originally budgeted \$500,000 at 1.5% interest. Total revenue from the City with all grants will be 1.3 million. San Juan County will ask for 1.6 million from the CIB. The partnership will enhance the building significantly. It is unknown if the project will have to go out to bid again. Councilman Shakespeare said the project should not be rushed but should be carefully planned.

15.3 Swimming Pool opening early: Mayor Young said he spoke with Jared Harris, owner of Inn at the Canyons, who agreed to allow the swim team to practice in his pool if the City can provide liability insurance and the kids bring their own towels. A \$500 negotiation was discussed and preliminarily agreed upon. Manager Westfall will discuss this with City Attorney Walter Bird. Councilman Duke said he would like to encourage the citizens to pursue some additional funding for the pool as was discussed in the Feb. 11, City Council Meeting.

15.4 Added expense for new wells maintenance.

16. Upcoming Agenda Items

16.1 MOU for Chamber of Commerce – Action

16.2 MBA Payments

17. Meetings:

18. Adjournment

MOTION was made by Councilman Scott Shakespeare to adjourn the meeting at 9:01 p.m. The motion was seconded by Councilman George Rice and passed unanimously.

ATTEST: _____

Monticello City Council
February 25, 2014

Cindi Holyoak, Recorder

Minutes APPROVED by: _____

DATE: _____

Mayor Tim Young

2

**Monticello City
Check Register
Checking Wells Fargo - 07/01/2013 to 03/20/2014**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
All Wells Drilling, LLC	39764	final	02/19/2014	67,277.17	well drilling	511610 - Construction in progress
Century, wireline services	39765	0066290-IN	02/19/2014	4,462.00	logging well	511610 - Construction in progress
JONES & DEMILLE ENGINEERING,	39766	0111055	02/19/2014	10,798.01	engineering wells	511610 - Construction in progress
MOUNTAINLAND SUPPLY CO	39767	S100813047.001	02/19/2014	59.27	parts	511610 - Construction in progress
MOUNTAINLAND SUPPLY CO	39767	S100813047.002	02/19/2014	59.27	parts	511610 - Construction in progress
MOUNTAINLAND SUPPLY CO	39767	S100816330.001	02/19/2014	186.30	parts	511610 - Construction in progress
MOUNTAINLAND SUPPLY CO	39767	S100816330.002	02/19/2014	186.30	parts	511610 - Construction in progress
MOUNTAINLAND SUPPLY CO	39767	S100876997.001	02/19/2014	41.72	parts	511610 - Construction in progress
				\$532.86		
SONDEREGGER, INC	39768	021062	02/19/2014	675.00	machine work	511610 - Construction in progress
BAIRD, CHRIS	39769	02212014CB	02/21/2014	848.23	RWAU Annuual Conference	514751.230 - Water TRAVEL and
SAN JUAN COUNTY HOSPITAL	39770	Della Lawley 1/2	02/26/2014	151.07	della lawley	214610 - Care Contributions
SAN JUAN COUNTY HOSPITAL	39770	Eula Beeson 1/2	02/26/2014	483.52	Eula Beeson	214610 - Care Contributions
SAN JUAN COUNTY HOSPITAL	39770	Kathy Smith 1/28	02/26/2014	2.00	Kathy Smith	214610 - Care Contributions
SAN JUAN COUNTY HOSPITAL	39770	Spencer Frost 01	02/26/2014	122.72	Spencer Frost	214610 - Care Contributions
SAN JUAN COUNTY HOSPITAL	39770	Spencer Frost 1/	02/26/2014	1,725.38	Spencer Frost	214610 - Care Contributions
SAN JUAN COUNTY HOSPITAL	39770	Spencer Frost 2/	02/26/2014	21.39	Spencer Frost 2/4	214610 - Care Contributions
SAN JUAN COUNTY HOSPITAL	39770	Suzzette Glazner	02/26/2014	38.14	Suzzette Glazner	214610 - Care Contributions
				\$2,544.22		
PETER V SUNDWALL MD PCA	39771	LYNDA BARLO	02/26/2014	187.73	LYNDA BARLOCKER 7/18/13	214610 - Care Contributions
UTAH VALLEY RADIOLOGY	39772	Leroy Manzanar	02/26/2014	14.11	Leroy Manzanar 11/27/13	214610 - Care Contributions
UTAH VALLEY RADIOLOGY	39772	Stephanie Pehrs	02/26/2014	11.38	Stephanie Pehrson 12/23/13	214610 - Care Contributions
				\$25.49		
EQUITABLE/EQUI-VEST	39781	PR022114-106	02/27/2014	219.05	Equitable EE amt	102223 - State Retirement Withhol
EQUITABLE/EQUI-VEST	39781	PR022114-106	02/27/2014	418.35	Equitable ER	102223 - State Retirement Withhol
				\$637.40		
ICMA RETIREMENT TRUST - 457	39782	PR022114-141	02/27/2014	493.54	ICMA Retirement ER	102223 - State Retirement Withhol
ICMA RETIREMENT TRUST - 457	39782	PR022114-141	02/27/2014	575.00	ICMA Retirement EE amt	102223 - State Retirement Withhol
				\$1,068.54		
LIBERTY NATIONAL	39783	PR022114-2153	02/27/2014	66.00	Liberty Nat Life Ins	102224 - Conesco & Liberty health
OR Dept. of Justice	39784	PR022114-2723	02/27/2014	135.69	Child Support OR	102231 - Advance & Other W/H
PEHP LTD Program Attn: LTD Paym	39785	PRDISA022814	02/27/2014	130.36	LONG TERM DISABILITY	101563 - Health Insurance clearing
BIRD, TYLER	39786	TB02282014	03/06/2014	120.00	Ref for 5 Sat. Jr. Jazz 3 games total of 15 games	104560.350 - Rec CONTRACTED
Duncan, Carson	39787	CD030514	03/06/2014	128.00	Jr. Jazz Ref	104560.350 - Rec CONTRACTED
AAT (U.S.) Inc.	39795	689903	03/13/2014	412.00	sig prospect	104565.251 - Golf COURSE SUPP
ALBA, MYRIAM	39796	76	03/13/2014	250.00	Feb Cleaning	104140.610 - Admin MISCELLAN
BIRD, WALTER	39798	feb2014	03/13/2014	1,540.00	criminal and civil contract work feb 2014	104121.310 - Court PROFESSION
CHEMTECH-FORD LABORATORIE	39799	1400676	03/13/2014	30.00	hide out well 1/21/14	514751.450 - Water WATER SAM

**Monticello City
Check Register
Checking Wells Fargo - 07/01/2013 to 03/20/2014**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
CHEMTECH-FORD LABORATORIE	39799	1401103	03/13/2014	470.00	drinking water samples	514751.450 - Water WATER SAM
				\$500.00		
COMPLIANCE DRUG & ALCOHOL	39800	7976	03/13/2014	50.00	DOT Drug testing	104410.610 - Streets MISCELLAN
COUNTRY COMFORT, LLC	39801	3811	03/13/2014	36.50	pump and servie toliet	104460.610 - Airport MISCELLAN
CRAFCO, INC	39802	05300070	03/13/2014	2,745.12	utah spec sealant	104410.483 - Streets CRUMB RU
CRANE, OLIVER	39803	08/01/13	03/13/2014	39.52	corridor study	104140.230 - Admin TRAVEL and
CRANE, OLIVER	39803	08/1/13	03/13/2014	39.52	lazy ace health fair	104140.230 - Admin TRAVEL and
CRANE, OLIVER	39803	2/22/14	03/13/2014	263.36	richfiel baseball meeting	104560.230 - Rec TRAVEL and T
CRANE, OLIVER	39803	8/1/13	03/13/2014	39.52	land use training	104140.230 - Admin TRAVEL and
				\$381.92		
DPC INDUSTRIES INC	39804	DE74000012-14	03/13/2014	162.00	chlorine	514751.265 - Water SUPP & MAIN
EMPIRE ELECTRIC	39805	1004feb14	03/13/2014	2,294.58	street lights	104410.280 - Streets UTILITIES
EMPIRE ELECTRIC	39805	1006feb14	03/13/2014	35.26	64 w 100 s shop	104410.280 - Streets UTILITIES
EMPIRE ELECTRIC	39805	1011feb14	03/13/2014	75.96	Sewer Lagoon	524752.280 - Sewer UTILITIES
EMPIRE ELECTRIC	39805	1017feb14	03/13/2014	50.70	Central & Main stoplight	104410.280 - Streets UTILITIES
EMPIRE ELECTRIC	39805	1034feb14	03/13/2014	54.98	s/pinto sub industrial well	514751.280 - Water UTILITIES
EMPIRE ELECTRIC	39805	1035feb14	03/13/2014	304.27	17 n 100 e adm office	104140.280 - Admin UTILITIES
EMPIRE ELECTRIC	39805	1036feb14	03/13/2014	169.24	216 s main	104150.554 - Non Dept VISITOR
EMPIRE ELECTRIC	39805	1037feb14	03/13/2014	388.56	1/2 mi w/city limit	514751.280 - Water UTILITIES
EMPIRE ELECTRIC	39805	1042feb14	03/13/2014	157.72	Golf Course Dr	104565.280 - Golf UTILITIES
EMPIRE ELECTRIC	39805	1043feb14	03/13/2014	94.40	17 w 600 s	104565.280 - Golf UTILITIES
EMPIRE ELECTRIC	39805	1047	03/13/2014	32.83	200 N Main S light	104410.280 - Streets UTILITIES
EMPIRE ELECTRIC	39805	1048feb14	03/13/2014	32.72	200 N Main - N light	104410.280 - Streets UTILITIES
EMPIRE ELECTRIC	39805	1056feb14	03/13/2014	385.79	132 S 100 W	104220.280 - Fire UTILITIES
				\$4,077.01		
EQUITABLE/EQUI-VEST	39806	PR030714-106	03/13/2014	219.05	Equitable EE amt	102223 - State Retirement Withhol
EQUITABLE/EQUI-VEST	39806	PR030714-106	03/13/2014	415.24	Equitable ER	102223 - State Retirement Withhol
				\$634.29		
FASTENAL	39807	COBAY25544	03/13/2014	320.57	shop vac	104410.610 - Streets MISCELLAN
FOUR CORNERS WELDING & GAS	39808	CD00163132	03/13/2014	7.00	Argon mix	104410.250 - Streets SUPP & MAI
FRONTIER	39809	0357feb14	03/13/2014	166.67	admin phone	104140.280 - Admin UTILITIES
FRONTIER	39809	2200feb14	03/13/2014	185.69	pro shop	104566.290 - Pro Shop TELEPHO
FRONTIER	39809	2271feb14	03/13/2014	571.39	city office	104140.280 - Admin UTILITIES
FRONTIER	39809	2618feb14	03/13/2014	163.73	waterplant	514751.280 - Water UTILITIES
FRONTIER	39809	3059feb14	03/13/2014	40.51	golf club	104565.280 - Golf UTILITIES
FRONTIER	39809	3401feb14	03/13/2014	97.00	visitor center	104150.554 - Non Dept VISITOR
FRONTIER	39809	5033feb14	03/13/2014	6.28	pool	104562.280 - Pool UTILITIES
				\$1,231.27		
GETGO IMAGING, INC.	39810	9147	03/13/2014	153.00	VC banners	104150.554 - Non Dept VISITOR
GOLF UTAH TODAY	39811	139	03/13/2014	500.00	1/4 pag ad feb2014	104566.455 - Pro Shop ADVERTI
ICMA RETIREMENT TRUST - 457	39812	PR030714-141	03/13/2014	493.54	ICMA Retirement ER	102223 - State Retirement Withhol

**Monticello City
Check Register
Checking Wells Fargo - 07/01/2013 to 03/20/2014**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
ICMA RETIREMENT TRUST - 457	39812	PR030714-141	03/13/2014	575.00	ICMA Retirement EE amt	102223 - State Retirement Withhol
				\$1,068.54		
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	29.33	sewer	524752.252 - Sewer FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	50.57	parks	104510.252 - Parks FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	52.87	streets	104410.252 - Streets FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	54.59	streets	104410.252 - Streets FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	65.52	sewer	524752.252 - Sewer FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	120.95	sewer	524752.252 - Sewer FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	135.15	streets	104410.252 - Streets FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	135.75	police	104210.252 - Police FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	153.25	streets	104410.252 - Streets FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	164.26	police	104210.252 - Police FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	262.98	streets	104410.252 - Streets FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	265.51	police	104210.252 - Police FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	305.32	police	104210.252 - Police FUEL
KELLERSTRASS ENT INC.	39813	NP40561746a	03/13/2014	1,400.39	garbage	534753.252 - Sanitation FUEL
				\$3,196.44		
LIBERTY NATIONAL	39815	PR030714-2153	03/13/2014	66.00	Liberty Nat Life Ins	102224 - Conseco & Liberty health
MARTINEZ, ZACCIA	39816	02/24/13	03/13/2014	5.00	Zaccia Martinez restitution cs 081206007	103510 - Court Fines/Forfeit
MONTICELLO HOME & AUTO SUP	39817	363046	03/13/2014	33.33	rags grinding wheel sealant battery	104565.249 - Golf CART FLEET M
MONTICELLO HOME & AUTO SUP	39817	363046	03/13/2014	36.28	rags grinding wheel sealant battery	104565.253 - Golf OIL & LUBRICA
MONTICELLO HOME & AUTO SUP	39817	363046	03/13/2014	72.48	rags grinding wheel sealant battery	104565.250 - Golf EQUIPMENT R
MONTICELLO HOME & AUTO SUP	39817	363360	03/13/2014	274.71	timing chain , cover chain tenser	104210.250 - Police SUPP & MAI
MONTICELLO HOME & AUTO SUP	39817	363456	03/13/2014	121.52	oil filter tail lamp lens spark plug	104565.249 - Golf CART FLEET M
MONTICELLO HOME & AUTO SUP	39817	363610	03/13/2014	36.14	oil and filter	104210.250 - Police SUPP & MAI
MONTICELLO HOME & AUTO SUP	39817	363783	03/13/2014	24.82	antifreeze	104210.250 - Police SUPP & MAI
MONTICELLO HOME & AUTO SUP	39817	364276	03/13/2014	50.31	degreaser deck scrub	534753.250 - Sanitation SUPP &
MONTICELLO HOME & AUTO SUP	39817	364277	03/13/2014	42.02	joist hng, screw,	104560.250 - Rec SUPP & MAINT
MONTICELLO HOME & AUTO SUP	39817	364278	03/13/2014	25.99	grease gun	104410.250 - Streets SUPP & MAI
MONTICELLO HOME & AUTO SUP	39817	364279	03/13/2014	3.32	switch oli sensor	104565.250 - Golf EQUIPMENT R
MONTICELLO HOME & AUTO SUP	39817	364279	03/13/2014	54.37	switch oli sensor	104565.253 - Golf OIL & LUBRICA
MONTICELLO HOME & AUTO SUP	39817	364279	03/13/2014	92.19	switch oli sensor	104565.249 - Golf CART FLEET M
MONTICELLO HOME & AUTO SUP	39817	364280	03/13/2014	6.32	screws	104565.249 - Golf CART FLEET M
MONTICELLO HOME & AUTO SUP	39817	364281	03/13/2014	144.23	fuel filters, oil, air filter	104410.250 - Streets SUPP & MAI
				\$1,018.03		
MONTICELLO MERCANTILE CO	39818	A176754	03/13/2014	43.41	battires	104220.250 - Fire SUPP & MAINT
MONTICELLO MERCANTILE CO	39818	A176846	03/13/2014	3.69	narrow hinge	104560.250 - Rec SUPP & MAINT
MONTICELLO MERCANTILE CO	39818	A177242	03/13/2014	10.99	aaa batteries	104410.250 - Streets SUPP & MAI
MONTICELLO MERCANTILE CO	39818	A177284	03/13/2014	1.75	misc hardware	104410.250 - Streets SUPP & MAI
MONTICELLO MERCANTILE CO	39818	A177294	03/13/2014	2.38	Key cutting	534753.250 - Sanitation SUPP &
MONTICELLO MERCANTILE CO	39818	A177388	03/13/2014	3.99	Battery Term Tool	104410.250 - Streets SUPP & MAI
MONTICELLO MERCANTILE CO	39818	A177698	03/13/2014	4.98	bik enamel	104560.250 - Rec SUPP & MAINT
MONTICELLO MERCANTILE CO	39818	A177715	03/13/2014	142.83	60w 6500 tube	104565.270 - Golf BUILDING MAI
MONTICELLO MERCANTILE CO	39818	A177744	03/13/2014	4.98	bik enamel	104560.250 - Rec SUPP & MAINT
MONTICELLO MERCANTILE CO	39818	A177881	03/13/2014	1.99	cabl tie	104410.250 - Streets SUPP & MAI

**Monticello City
Check Register
Checking Wells Fargo - 07/01/2013 to 03/20/2014**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
MONTICELLO MERCANTILE CO	39818	A178023	03/13/2014	0.68	misc hardware	104410.250 - Streets SUPP & MAI
MONTICELLO MERCANTILE CO	39818	A178041	03/13/2014	3.99	clr mailing tape	104560.250 - Rec SUPP & MAINT
MONTICELLO MERCANTILE CO	39818	C2598	03/13/2014	11.98	cable ties	104410.250 - Streets SUPP & MAI
MONTICELLO MERCANTILE CO	39818	C3027	03/13/2014	28.86	pleat fur filter cup hook	104150.554 - Non Dept VISITOR
				\$266.50		
MOUNTAINLAND SUPPLY CO	39819	S100865917.001	03/13/2014	40.82	Foam for lid	514751.266 - Water SUPP & MAIN
MOUNTAINLAND SUPPLY CO	39819	S100889873.001	03/13/2014	289.00	High school meter	514751.266 - Water SUPP & MAIN
MOUNTAINLAND SUPPLY CO	39819	S100908741.001	03/13/2014	544.36	10xlg s'eev, ufr1500	514751.266 - Water SUPP & MAIN
MOUNTAINLAND SUPPLY CO	39819	S100917325.001	03/13/2014	13.07	snap repair clamp	514751.266 - Water SUPP & MAIN
MOUNTAINLAND SUPPLY CO	39819	S100918209.001	03/13/2014	9.66	valve box	514751.266 - Water SUPP & MAIN
MOUNTAINLAND SUPPLY CO	39819	S100918521.001	03/13/2014	140.18	R & F Fire Hydrant	514751.266 - Water SUPP & MAIN
				\$1,037.09		
OFFICE OUTPOST	39820	75887	03/13/2014	65.29	council name plates	104140.125 - Admin MAYOR/COU
OR Dept. of Justice	39821	PR030714-2723	03/13/2014	135.69	Child Support OR	1022231 - Advance & Other W/H
PLAYER, KATHRYN & KIRK	39822	3/11/14	03/13/2014	50.00	payment for restitution case 131200017	103510 - Court Fines/Forfeit
PUBLIC EMPLOYEE HEALTH PLAN	39823	21/14-2/28/14	03/13/2014	10,949.76	employee premium	101563 - Health Insurance clearing
R & R PRODUCTS, INC	39824	CD1760464	03/13/2014	28.79	flagstick	104565.249 - Golf CART FLEET M
R & R PRODUCTS, INC	39824	CD1760464	03/13/2014	99.95	flagstick	104565.251 - Golf COURSE SUPP
R & R PRODUCTS, INC	39824	CD1760512	03/13/2014	9.45	adapter hose	104565.275 - Golf IRRIGATION R
R & R PRODUCTS, INC	39824	CD1760512	03/13/2014	279.95	core string trimmer	104565.610 - Golf MISCELLANEO
R & R PRODUCTS, INC	39824	CR91075	03/13/2014	-86.40	1 14/ coup	104565.251 - Golf COURSE SUPP
				\$331.74		
RURAL WATER ASSOC OF UT	39825	1244117-648224	03/13/2014	440.00	2014 Annual conference	514751.230 - Water TRAVEL and
SAN JUAN BUILDING SUPPLY	39826	2139110	03/13/2014	64.50	red wood for eagle project	104565.610 - Golf MISCELLANEO
SAN JUAN COUNTY ROAD DEPT.	39827	37628	03/13/2014	40.00	repair wires from can to truck	534753.250 - Sanitation SUPP &
SAN JUAN COUNTY ROAD DEPT.	39827	37629	03/13/2014	272.02	broken spindle and hub	534753.250 - Sanitation SUPP &
SAN JUAN COUNTY ROAD DEPT.	39827	37635	03/13/2014	646.43	change oil nad service transmission	534753.250 - Sanitation SUPP &
SAN JUAN COUNTY ROAD DEPT.	39827	37640	03/13/2014	108.26	repair exhaust	534753.250 - Sanitation SUPP &
SAN JUAN COUNTY ROAD DEPT.	39827	37652	03/13/2014	333.59	replace back up alarm rear strob and r windshield	534753.250 - Sanitation SUPP &
SAN JUAN COUNTY ROAD DEPT.	39827	37653	03/13/2014	140.70	rotate tires check all systems	534753.250 - Sanitation SUPP &
				\$1,541.00		
SAN JUAN RECORD	39828	144181	03/13/2014	13.00	public hearing amended budger	104140.210 - Admin DUES, SUBS
SAN JUAN RECORD	39828	144184	03/13/2014	23.00	public planning published	104140.210 - Admin DUES, SUBS
SAN JUAN RECORD	39828	144200	03/13/2014	24.00	sealed bids	104140.220 - Admin PUBLIC NOTI
SAN JUAN RECORD	39828	144203	03/13/2014	30.00	public hearing	104140.220 - Admin PUBLIC NOTI
				\$90.00		
STOTZ EQUIPMENT	39829	P19010	03/13/2014	55.44	CROSS AND BEARING	104565.249 - Golf CART FLEET M
TURF EQUIPMENT & IRRIGATION	39830	364111-00	03/13/2014	44.45	seal lip	104510.250 - Parks SUPP & MAIN
U.S. POSTMASTER/MONTICELLO	39831	Courts 2014	03/13/2014	60.00	PO BOX rental 2014	104121.250 - Court SUPP & MAIN
UAOA	39832	2014 Conf	03/13/2014	100.00	2014 UAOA conf	104460.230 - Airport TRAVEL & T
UAOA	39832	2014 Conf	03/13/2014	120.00	2014 UAOA conf	104460.230 - Airport TRAVEL & T

**Monticello City
Check Register
Checking Wells Fargo - 07/01/2013 to 03/20/2014**

Payee Name	Reference Number	Invoice Number	Payment Date	Amount	Description	Ledger Account
UAOA	39832	2014 Membershi	03/13/2014	25.00	2014 Membership	104460.230 - Airport TRAVEL & T
				\$245.00		
UTAH JUSTICE COURT JUDGES A	39833	2014	03/13/2014	25.00	association dues 2014	104121.230 - Court TRAVEL and
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	-1,386.71	payment accounts receivable	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	0.60	Life Add'l child Premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	1.40	life basic premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	2.00	AD&D basic Premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	6.53	LT Care Premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	19.20	Life BASIC Premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	19.30	AD&D basic Premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	38.40	Life Add'l Spouse Premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	48.15	Life Add'l Insured Premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	91.42	Long Term Care Premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	169.96	Life Basic Premium	101563 - Health Insurance clearing
UTAH LOCAL GOVERNMENTS TR	39834	1475902	03/13/2014	1,051.97	workers comp monthly fee	101563 - Health Insurance clearing
				\$62.22		
UTAH STATE DIVISION OF FINANC	39835	7 - 2006 Shop C	03/13/2014	10,000.00	Principal - 2006 Shop Construction	542510.2 - 2006 MBA Lease Reve
UTAH STATE TREASURER	39836	00578 3/5/14	03/13/2014	3,706.39	fine surcharges	103510 - Court Fines/Forfeit
WINDOW WELDER	39837	192	03/13/2014	315.11	dodge Dakota broken rear window	104560.250 - Rec SUPP & MAINT
PEHP LTD Program Attn: LTD Paym	39839	PRDISA0314201	03/13/2014	121.25	long term disability	101563 - Health Insurance clearing
				<u>\$137,597.82</u>		

**Monticello City
Cash Summary
All Bank Accounts as of 03/20/2014**

<u>Bank Account</u>	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
Checking Wells Fargo	10.1111	Checking General	\$133,123.14
Checking Wells Fargo	21.1111	Checking VMTE	\$1,370.13
Checking Wells Fargo	25.1111	Checking Parks & Rec	\$21,546.41
Checking Wells Fargo	40.1111	Checking Capital Projects	\$179,149.85
Checking Wells Fargo	51.1111	Checking Water	\$45,543.53
Checking Wells Fargo	52.1111	Checking Sewer	\$28,283.86
Checking Wells Fargo	53.1111	Checking Sanitation	\$73,627.39
Checking Wells Fargo	54.1111	Checking MBA	\$25,279.72
			\$507,924.03
PTIF 1109 Saving Account	10.1120	PTIF 1109 General Savings	\$118,677.75
PTIF 1109 Saving Account	25.1120	PTIF 1109 Parks & Rec	\$20,000.00
PTIF 1109 Saving Account	51.1120	PTIF 1109 Water	\$135,489.47
PTIF 1109 Saving Account	53.1120	PTIF 1109 Sanitation	\$132,523.03
			\$406,690.25
PTIF 1710 C Roads	10.1122	PTIF 1710 Road C Fund	\$180,954.29
PTIF 3052 Transportation Trust	40.1124	PTIF 3052 Transportation	\$670,191.66
PTIF 3721 Fire dept trust	40.1127	PTIF 3721 Fire trust	\$237,766.12
PTIF 4575 VMTE cmmtte	21.1128	PTIF 4575 VMTE	\$8,179.02
PTIF 5188 Swimming Pool Replacement Fund	54.1135	PTIF 5188 Swimming Pool Payment	\$370,189.82
PTIF 5580 Water Reserve Fund	51.1127	PTIF 5580 Water Reserve Fund	\$150,393.10
PTIF 5581 Road Bond Repayment	10.1131	PTIF 5581 Road Bond Repayment	\$103,113.60
PTIF 5662 Sewer Reserve Fund	52.1127	PTIF 5662 Sewer Reserve Fund	\$61,110.46
PTIF 5727 Airport Reserve	40.1130	PTIF 5727 Airport Reserve	\$162,285.01
PTIF 6128 Landfill	53.1130	PTIF 6128 Landfill financial assurance	\$22,670.13
PTIF 7066 Swimming Pool Construction	54.1134	PTIF 7066 Municipal Building Authority	\$4,556.62
PTIF 7468 2013 Irrigation Metering	51.1136	PTIF 7468 Irrigation Metering	\$172,269.28
PTIF 7484 Drilling Project	51.1137	PTIF 7484 Drilling Project	\$1,084,893.14
PTIF 7503 ALL WELLS RET	51.1139	PTIF 7503 ALL WELLS RET	\$13,281.69
UNDEPOSITED PAYMENTS	10.1175	Undeposited receipts	\$933.16
UNDEPOSITED PAYMENTS	51.1175	Undeposited receipts	\$21,925.35
UNDEPOSITED PAYMENTS	52.1175	Undeposited receipts	\$3,339.98
UNDEPOSITED PAYMENTS	53.1175	Undeposited receipts	\$337.66
			\$26,536.15
			\$4,183,004.37

3



March 20, 2014

Monticello City Council:

I, Fire Chief Jon Nielson, recommend Tony Chavira be appointed Assistant Fire Chief for the Monticello Fire Department. If you have questions concerning this decision, please call 435-459-1302.

Thanks,

A handwritten signature in black ink, appearing to read "Jon Nielson", with a long horizontal line extending to the right.

Jon Nielson, Fire Chief

4



Outback Firefighting, Inc.

Proposal

Date	Estimate #
2/7/2014	4

Name / Address
Monticello City Fire Chief Jonathan Nielson muleyhunter19@hotmail.com

			Project
Item	Description	Qty	Total
Engine	2014 Dodge Ram 5500 Cummins Diesel 4x4 • SUPER DUTY BRUSH TRUCK- 4 DOOR, • 6 speed AUTOMATIC TRANSMISSION • EXHAUST (JAKE) BRAKE • AC • POWER WINDOWS, LOCKS, MIRRORS • CRUISE • TILT WHEEL, • EXTENDED MIRRORS, • AM/FM , • CD PLAYER, • 19.5" WHEELS & TIRES, • SPARE TIRE, • TINTED GLASS, • KEYLESS ENTRY (ALARM), • WHELEN LIGHT BAR w MANUFACTURER WARRANTY • CONTROL PANEL, • SIREN, • WORK LIGHT, • HEAVY DUTY EXTRUDED ALUMINUM BED, • ALUMINUM STORAGE BINS, • HEAVY DUTY BRUSH GUARD, • REFLECTIVE STRIPING, • CUSTOM RACKS, • CUSTOM REAR LIGHTBAR, • HOSE WRENCHES, • INTERIOR BOX LIGHTING, • 18HP WATEROUS PUMP, 400 psi w 2YR WARRANTY, • 400 GALLON POLY TANK w LIFETIME WARRANTY, • SCOTTY FOAM SYSTEM,	1	95,900.00
		Total	

Customer Signature _____



Outback Firefighting, Inc.

Proposal

Date	Estimate #
2/7/2014	4

Name / Address
Monticello City Fire Chief Jonathan Nielson muleyhunter19@hotmail.com

			Project
Item	Description	Qty	Total
	<ul style="list-style-type: none"> • FOAM CELL, • 2" DRAFT CONNECTION, • WATER HAMMER CHECK VALVE, • 2 -HANNAY HOSE REELS, • 200' FEET 1" HOSE, • CUSTOM MANIBLOCK DISCHARGE, (2) 1 1/2" discharge, (2) 1" discharge 		
	Subtotal		95,900.00
Custom	Whelen - Pioneer Series Light - PFA1P1 - Single Panel Pioneer Plus with Pole/Pedestal Mount Adapter and On/Off Switch - 12VDC	2	1,474.48
Custom	Whelen - Pioneer 3000 Series Pole Assemblies Side Mount - 3" Mount with Cradle - Top Mounta Pull - Up 12" Outer Body, 57" Silver, with 4C Internal Input Wire	2	1,158.04
Installation	Installaion Hardware	2	20.00
Installation	Installation Labor	4	200.00
	Subtotal		2,852.52
Custom	Under Body Box: 14 x 24 Diamond Plate Box	2	750.00
Custom	Mounting Kit	2	44.00
	Subtotal		794.00
Pump	511-C Waterous Pump - Specs Attached	1	12,825.00
Custom	Apparatus Plumbing Upgrade for Higher Pump Pressure	1	475.00
Discount	18 HP Waterous Pump Credit -		-5,300.00
	Subtotal		8,000.00
		Total	\$107,546.52

Customer Signature _____

5

Draper Towing and Repair LLC
 PO Box 1257
 Monticello, UT 84535
 435-459-4801
 EIN: 80-0240429

Estimate

Date 3/20/2014
 Estimate # 124

Name / Address
 City of Monticello
 PO Box 457
 Monticello, UT 84535
 dodge durango
 #601

P.O. #
Terms Due on receipt

Due Date 3/20/2014
Other

Description	Qty	Rate	Total
4.7 liter engine monticello home and auto		3,147.21	3,147.21
r@i engine assembly,check all fluids	12.4	15.00	186.00
engine will need new oil filter and oil purchased from napa at city cost		0.00	0.00
Subtotal			\$3,333.21
Sales Tax (0.0%)			\$0.00
Total			\$3,333.21

drapertowing@hotmail.com

435-459-4801
 435-587-3520

6

From: Carl Hunt [mailto:Carl@bcdist.com]
Sent: Thursday, March 20, 2014 8:22 AM
To: Jayleen Torgerson
Subject: RE: Gas Prices

RED DSL \$3.33

- 500 g = \$1,665

NL E10 \$2.999

NL CONV (NO ETHANOL) \$3.099

- 1,000 g = \$3,099

PRICES ARE GOOD THROUGH 18:00 TODAY

From: Jayleen Torgerson
Sent: Thursday, March 20, 2014 7:56 AM
To: Carl Hunt
Subject: FW: Gas Prices

7

The Golf committee has recommended that two fees at the golf course either be changed or implemented.

- The recommendation has been made to increase the fee of entry for all golf tournaments organized by the hideout golf course to be increased by \$5 per person.
- The recommendation has been made to charge a cart path fee of \$5 for persons who ride in a private cart that do not hold a season cart pass.

8

Jimmy Johnson
920 N. 300 W.
Blanding, UT 84511
(435) 275-5200

February 14, 2014

Hideout Golf Club
Attn: Selection Committee
549 S. Main Street
Monticello, UT 84535

Dear Selection Committee:

I would like to express my interest in becoming a volunteer Board Member with the Hideout Golf Club. In this capacity, I hope to be able to use my education and experience to help further the mission and objectives of the club.

As a lifelong resident of San Juan County who is passionate about both golf and economic development within the county, I feel that I could be a valuable addition to the Board of Directors. I have a Master's in Business Administration (MBA) and I am currently the Chief Financial Officer (CFO) of Utah Navajo Health System, Inc.

I have extensive experience in business development, financial management, forecasting, financial analysis, and a wide array of other business management skills that may be of value. Throughout the last several years, I have seen the growth and maturity of the Hideouts Golf Club where I spend most of my Saturday's during the summer. I would relish the opportunity to give back in some capacity to both the community and sport I have grown to love.

I get along well with other when working in group setting and have the ability to facilitate group discussion and come to common grounds where disagreements make arise. I am confident that I have the skills, experience, and ability to hold such a position and to be of benefit to the Hideout Golf Club.

Should you have any questions about my interest in joining the Board of Directors please feel free to reach me at (435) 275-5200 or jjohnson@unhsinc.org. Thank you in advance for considering me as a potential candidate for this important role.

Sincerely,

Jimmy Johnson

Enclosure: Resume

9



YAMAHA MOTOR CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

YAMAHA COMMERCIAL CUSTOMER FINANCE

03/13/2014

CITY OF MONTICELLO

YAMAHA CONDITIONAL SALE DOCUMENTATION

DOCUMENTS TO BE COMPLETED BY MUNICIPALITY

- CONDITIONAL SALE - MASTER AGREEMENT**
Authorized City Official signs as "Lessee" on page 4.
- EXHIBIT A - EQUIPMENT SCHEDULE NO. 108275**
Authorized City Official signs as "Purchaser".
- AMORTIZATION SCHEDULE**
To be initialed by the Authorized City Official signing the documents.
- GOVERNMENT PURCHASE ORDER**
If the city requires the use of Purchase Orders, please have them provide one with the documents. However, if they are not r
please include a signed statement on official city letterhead stating that a purchase order will not be required for this
transaction.
- CERTIFICATE OF ACCEPTANCE**
To be completed by course after cars are delivered. Attach a list of equipment serial numbers.
- INSURANCE LETTER**
To be completed by Purchaser. Letter is to be forwarded to Insurance Agent and a copy of the letter forwarded to Yamaha.
This letter is needed to assist the insurance agent in providing a certificate of insurance to Yamaha
showing the required coverage needed under our lease agreement.



YAMAHA

Commercial Customer Finance

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of March 13, 2014 by and between Yamaha

Motor Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and CITY OF MONTICELLO

(hereinafter call "Purchaser") having its principal office and place of business at _____
PO BOX 457, MONTICELLO, UT 84535

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on the Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. **DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.**

4.1 **Delivery and Acceptance of The Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. **OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES**

OR COMMERCIAL LOSSES SUFFERED BY CUSTOMER OR ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. **TITLE AND ASSIGNMENT.**

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or the Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 **Assignment by Seller.**

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. **TAXES AND FEES.**

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to the Equipment Schedule (excepting only Federal, state and local taxes based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and the Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or the Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or the Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or,

(c) Any representation or warranty made by Purchaser in the Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or the Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or the Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary transfer Constitutes Default. Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations. Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement. Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in the Equipment Schedule and that this Agreement and the Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor the Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. The Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

CITY OF MONTICELLO

YAMAHA MOTOR CORPORATION, U.S.A.

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: Kim Ruiz
Title: Vice President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of the Company, to negotiate, execute and deliver the Conditional Sale Agreement dated as of March 13, 2014, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____.

SEAL

Secretary

CONDITIONAL SALE EXHIBIT A
EQUIPMENT SCHEDULE # 108275

Dated March 14, 2014

1. This Schedule covers the following property ("Equipment"):
25 YDRA GOLF CARS
2. Location of Equipment:
HIDEOUT GOLF COURSE
549 S. MAIN
MONTICELLO, UT 84535
3. The Terms for the Equipment described herein shall commence on
consist of 60 months from the first day of the month following said date, May 01, 2014 and shall
4. The down payment of the Equipment shall be \$ \$0.00
5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:
60 MONTHLY PAYMENTS IN THE AMOUNT OF \$884.25 (APPLICABLE TAXES TO BE BILLED).
STARTING MAY 2014 AND ENDING APRIL 2019. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

May-14 \$884.25	Jan-15 \$884.25	Jan-16 \$884.25	Jan-17 \$884.25	Jan-18 \$884.25	Jan-19 \$884.25
Jun-14 \$884.25	Feb-15 \$884.25	Feb-16 \$884.25	Feb-17 \$884.25	Feb-18 \$884.25	Feb-19 \$884.25
Jul-14 \$884.25	Mar-15 \$884.25	Mar-16 \$884.25	Mar-17 \$884.25	Mar-18 \$884.25	Mar-19 \$884.25
Aug-14 \$884.25	Apr-15 \$884.25	Apr-16 \$884.25	Apr-17 \$884.25	Apr-18 \$884.25	Apr-19 \$884.25
Sep-14 \$884.25	May-15 \$884.25	May-16 \$884.25	May-17 \$884.25	May-18 \$884.25	
Oct-14 \$884.25	Jun-15 \$884.25	Jun-16 \$884.25	Jun-17 \$884.25	Jun-18 \$884.25	
Nov-14 \$884.25	Jul-15 \$884.25	Jul-16 \$884.25	Jul-17 \$884.25	Jul-18 \$884.25	
Dec-14 \$884.25	Aug-15 \$884.25	Aug-16 \$884.25	Aug-17 \$884.25	Aug-18 \$884.25	
	Sep-15 \$884.25	Sep-16 \$884.25	Sep-17 \$884.25	Sep-18 \$884.25	
	Oct-15 \$884.25	Oct-16 \$884.25	Oct-17 \$884.25	Oct-18 \$884.25	
	Nov-15 \$884.25	Nov-16 \$884.25	Nov-17 \$884.25	Nov-18 \$884.25	
	Dec-15 \$884.25	Dec-16 \$884.25	Dec-17 \$884.25	Dec-18 \$884.25	

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$49,375.00
7. Other Terms:
Interest Factor: 3.325 %

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of this contract. Service is the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Master Agreement shall not relieve Purchaser of the responsibility under the Master Agreement.

Current agreement is on ACH debit. We will continue on that program unless otherwise advised.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated March 13, 2014. All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule.

CITY OF MONTICELLO

YAMAHA MOTOR CORPORATION, U.S.A.

By _____
Signature

Name: _____
Type or Print

Title: _____

By _____
Signature

Name: Kim Ruiz
Type or Print

Title: Vice President



YAMAHA

City of Monticello

AMORTIZATION SCHEDULE FOR MUNICIPALITY CONDITIONAL SALE CONTRACT PURCHASER: City of Monticello EQUIPMENT SCHEDULE # 108275

Initialed By: _____

Yield: 3.325%

Mon #	Due Date	Payment	Interest	Principal Adjustment	Balance
1	05/01/14	884.25			
2	06/01/14	884.25	245.81		638.44
3	07/01/14	884.25	244.08		640.17
4	08/01/14	884.25	242.35		641.90
5	09/01/14	884.25	240.61		643.64
6	10/01/14	884.25	238.87		645.38
7	11/01/14	884.25	237.12		647.13
8	12/01/14	884.25	235.37		648.88
9	01/01/15	884.25	233.61		650.64
10	02/01/15	884.25	231.85		652.40
11	03/01/15	884.25	230.08		654.17
12	04/01/15	884.25	228.31		655.94
13	05/01/15	884.25	226.54		657.71
14	06/01/15	884.25	224.75		659.50
15	07/01/15	884.25	222.97		661.28
16	08/01/15	884.25	221.18		663.07
17	09/01/15	884.25	219.38		664.87
18	10/01/15	884.25	217.58		666.67
19	11/01/15	884.25	215.78		668.47
20	12/01/15	884.25	213.97		670.28
21	01/01/16	884.25	212.15		672.10
22	02/01/16	884.25	210.33		673.92
23	03/01/16	884.25	208.51		675.74
24	04/01/16	884.25	206.68		677.57
25	05/01/16	884.25	204.84		679.41
26	06/01/16	884.25	203.00		681.25
27	07/01/16	884.25	201.16		683.09
28	08/01/16	884.25	199.31		684.94
29	09/01/16	884.25	197.45		686.80
30	10/01/16	884.25	195.59		688.66
31	11/01/16	884.25	193.73		690.52
32	12/01/16	884.25	191.86		692.39
33	01/01/17	884.25	189.98		694.27
34	02/01/17	884.25	188.10		696.15
35	03/01/17	884.25	186.22		698.03
36	04/01/17	884.25	184.33		699.92
37	05/01/17	884.25	182.43		701.82
38	06/01/17	884.25	180.53		703.72
39	07/01/17	884.25	178.63		705.62
40	08/01/17	884.25	176.72		707.53
41	09/01/17	884.25	174.80		709.45
42	10/01/17	884.25	172.88		711.37
43	11/01/17	884.25	170.95		713.30
44	12/01/17	884.25	169.02		715.23
45	01/01/18	884.25	167.08		717.17
46	02/01/18	884.25	165.14		719.11
47	03/01/18	884.25	163.19		721.06
48	04/01/18	884.25	161.24		723.01
49	05/01/18	884.25	159.28		724.97
50	06/01/18	884.25	157.32		726.93
51	07/01/18	884.25	155.35		728.90
52	08/01/18	884.25	153.38		730.87
53	09/01/18	884.25	151.40		732.85
54	10/01/18	884.25	149.41		734.84
55	11/01/18	884.25	147.42		736.83
56	12/01/18	884.25	145.43		738.82
57	01/01/19	884.25	143.43		740.82
58	02/01/19	884.25	141.42		742.83
59	03/01/19	884.25	139.41		744.84
60	04/01/19	884.25	137.39		746.86
			135.37		748.88
Totals:		53,055.00	11,522.09	41,532.91	

Total Financed 90,774.57

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule # 108275
dated March 14, 2014 to the Conditional Sale Agreement dated
March 13, 2014 between Yamaha Motor Corporation, U.S.A.
(the "Seller") and CITY OF MONTICELLO
(the "Purchaser").

The Purchaser hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Purchaser on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
25	YDRA GOLF CARS	see attachment	USED	HIDEOUT GOLF COURSE 549 S. MAIN MONTICELLO, UT 84535

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF MONTICELLO

as Purchaser

X By: _____
X Name: _____
X Title: _____

YAMAHA MOTOR CORPORATION, U.S.A.

COMMERCIAL CUSTOMER FINANCE

6555 Katella Avenue, Cypress, CA 90630

(800) 551-2994, Fax (714) 761-7363

E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

UTAH LOCAL GOVERNMENTS

March 13, 2014

ADDRESS:

55 SOUTH HIGHWAY 89

spope@ulgt.org

NORTH SALT LAKE, UT 85054

Please Reference our Quote# 108275

PHONE:

(801) 936-6400

FAX:

(801)9361079 x1333

RE:

HIDEOUT GOLF COURSE

(Customer) Account # _____

The Customer has purchased and will be financing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation, U.S.A.
Attn: Commercial Customer Finance
6555 Katella Ave
Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

25 YDRA GOLF CARS

CITY OF MONTICELLO

(Name of Debtor)

Equipment Location:

549 S. MAIN

X

By:

(Signature of Authorized Officer)

MONTICELLO, UT 84535

X

Title:



YAMAHA

Fleet Golf Car Lease Proposal

Special Offer

March 19, 2014

Presented to:

*Hideout Golf Club
C/O Tyler Ivins*

Presented by:

Highland Golf

Lynn Ware

1331 West 3300 South

Salt Lake City, Utah 84119

Cell # 801-244-5055 / (801) 322-GOLF



Hideout, March 19, 2014 – Special Offer

Hideout Golf Club

Yamaha Fleet Lease Proposal

New 2014 YDRA – Gas

<u>MONTHLY LEASE PAYMENT</u> (25 Total Vehicles):	<u>Pmt/Car</u>	<u>Total Pmt</u>	<u>Agreed</u>
<u>Vehicles Included:</u>	\$35.57	\$884.25	_____

Qty. 25, 2014 Yamaha YDRA “The Drive” Gasoline
357 cc Yamaha Gasoline Engine, Glacier White Body Panels, Stone Top / Seat
Brushed Aluminum Wheel Covers (set of 4 / car), Cart Numbers

Lease Information: 60-Month Lease Term with Level Payments (Due Monthly),
1st Payment Due May 1, 2014. 60 Total Payments
Lease subject to credit approval and completion of applicable lease documents.

Delivery: April 1, 2014

Warranty: 4-Year Limited Yamaha Factory Warranty



Acceptance: Both parties acknowledge agreement to the above noted lease proposal by signing below:

Customer: Hideout GC

Highland Golf:

Customer's Signature

Date

Date

Print Name

Print Name

10

Cindi Holyoak

From: Oliver Crane
Sent: Friday, March 21, 2014 10:02 AM
To: Cindi Holyoak
Cc: Greg Westfall
Subject: Correction Scoreboard Purchasing

City

1 scoreboard - \$3734.14

Installation - \$1776

Donation: Laverne Young - \$1500

Total: \$5510.14-\$1500 = \$4010.14

Parent's Fund

1 scoreboard \$3734.14

11



Driving The Difference.

Nathan Langston
City of Monticello, UT
435-459-0078

2015 Pete 320
Dual Steer / Dual Sit Down
Tag Axle
Heated Mirrors
Engine Heater
Jake Brake
Add Fans in Cab
Add Specs Attached

New Way Mammoth Front Loader
Painted White
Tandem Vane Pump
Service Hoist
Work Lights
Mid Body Back Up Lights
Integrated Strobe Lights Top and Bottom
Strobe Light Center of Tailgate
Dual 7" Camera
Joystick
Add In Cab Control Box for Curb Side
Slamming Eagle Curotto Can
Curotto Can Ready
- NO Auto Dump or Continuous Pack

NO TAXES IN QUOTE

Chassis -	149,644
Body -	72,812
Curotto Can Ready -	3,735
Slammin Eagle -	33,369
Freight -	2,200
TOTAL -	\$ 261,760



A Product of **Scranton Mfg. Co., Inc.** · 101 State Street · Scranton, IA 51462
· 800 831 1858 · 712 652 3399 · www.newwaytrucks.com

13

*George R. Matocha, Jr.
P.O Box 157
Monticello, Utah 84535*

February 26, 2014

Oliver Crane
Monticello City
Assistant City Manager
17 N 100E
Monticello, Utah 84535

RE: Planning Commission position

Dear Mr. Crane:

When I saw the advertisement for the Planning Commission, I decided that I would offer my expertise to serve my new community in this capacity. I have over 40 years of experience in Architecture, Engineering, Construction, Finance and Real Estate. I have always served in a number of volunteer positions over the last thirty years in my community and on the University of Lewis President's Council in Illinois, as well as contributing to many organizations.

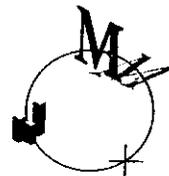
As an Architect I have presented to thousands of Planning Commissions in many states for our clients and their projects/development plans. I believe this gives me a unique perspective from both sides of the table as well as the technical expertise to analyze very complex planning issues and infrastructure problems.

I would be happy to serve on the Planning Commission and any other positions that the City Council deems appropriate.

Sincerely,



George Matocha



12

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

03- -14

RANDYS AUTO

P.O. Box 940
264 East Center Street
Monticello, Utah 84535
Phone: 435-587-3577
Fax: 435-587-3578
Dealer #5208

DATE OF SALE:

Monticello City
P.O. Box
17 No. 100 East
Monticello
Utah 84535
587-2271

PURCHASER'S NAME
STREET ADDRESS
CITY COUNTY STATE ZIP CODE
RES. PHONE BUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
	X		2011	Hyundai	Elantra GLS	4-Dr.	4	White
V.I.N.			ODOMETER	STOCK NO.		DEL. DATE		SALESPERSON
SNPDM4AE4BH034346			39,200			03- -14		RKB.

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	13,200.00
2. ACCESSORIES/OPTIONS	
3.	
4.	
5.	
6. TOTAL CASH PRICE (add lines 1-5)	
7. MFR. REBATE \$	
8. PORTION/REBATE APPLIED TO PURCHASE	()
9. SUBTOTAL (lines 6 through 8)	13,200.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

 Title (if not, explain):

REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY
<input type="checkbox"/>					

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC CAR BUYERS GUIDE.

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE	ODOMETER
N/A	
SERIES	BODY TYPE
V.I.N.	

*BALANCE OWED ON TRADE-IN:
BALANCE OWED TO:
ADDRESS:

PAYOFF VERIFIED BY: GOOD UNTIL:

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged. If Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE STATE CODE MANDATED AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN THE SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER X

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:
 Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

10. TRADE-IN ALLOWANCE		0
11. BALANCE OWED ON TRADE-IN*		0
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)		0
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 9)		0
14. TOTAL CREDITS (total lines 12 & 13)		0
15. SUB-TOTAL FROM LINE 9		13,200.00
16. SERVICE CONTRACT		0
17. DEALER DOCUMENTARY SERVICE FEE		0
18.		0
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)		13,200.00
20. TRADE ALLOWANCE (line 10)		0
21. NET TAXABLE AMOUNT (line 19 minus line 20) \$	27	
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"		0
23. LICENSE AND REGISTRATION FEES		0
24. FEES: AGE BASED/PROPERTY ASSESSMENT		0
25. STATE INSPECTION/EMISSIONS TEST		0
26. STATE WASTE TIRE RECYCLING FEE		0
27.		0
28.		0
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)		13,200.00
30. TOTAL CREDITS (line 14)		0
31. BALANCE DUE (total line 29 minus 30)		13,200.00
DAY MONTH YEAR		

EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN _____ % AND _____ % PER ANNUM, TERM BETWEEN _____ MONTHS AND _____ MONTHS. MONTHLY PAYMENTS BETWEEN \$ _____ PER MONTH AND \$ _____ PER MONTH BASED

ON A DOWN PAYMENT OF \$ _____
 IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE, MAIL NOTICE TO THE PURCHASER THAT HE/SHE HAS NOT BEEN ABLE TO ARRANGE FINANCING. PURCHASER THEN HAS 14 DAYS FROM DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE, PURSUANT TO SECTION 41-3-401.

IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:
 (1) RETURN TO SELLER THE MOTOR VEHICLE PURCHASED;
 (2) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND
 (3) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN. IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS; (b) THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND (c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING. THE DEALERSHIP MAY OR MAY NOT RECEIVE INCOME FOR ARRANGING FINANCING.

SIGNATURE OF PURCHASER _____
 SIGNATURE OF SELLER _____

OTHER TERMS AGREED TO: NONE AS FOLLOWS

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____

As is stated on the reversed side of this document, unless Seller has given to Purchaser an Express Warranty in writing, Seller makes no Warranty, express or implied, with respect to the merchantability, fitness for particular purpose, or otherwise concerning the vehicle, parts or accessories described herein. Unless otherwise indicated in writing, any warranty is limited to that provided by the manufacturer, if any, as explained and conditioned by Paragraph 4 on the reverse side hereof.

Purchaser agrees that this contract includes all the terms, conditions and warranties of this agreement including those that appear on the reverse side hereof, including the terms of the disclosures incorporated by reference into this agreement, and cancels and supersedes any prior agreement as of the date hereof relating to the subject matters covered hereby. PURCHASER BY HIS/HER EXECUTION OF THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT.

This agreement shall not become binding until accepted by an Authorized Representative of the Dealership.

PURCHASER AGREES THAT NO RETURNS, REFUNDS, OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER *[Signature]* DATE 03-14 VEHICLE TO BE TITLED IN NAME OF _____
 SIGNATURE OF CO-PURCHASER _____ DATE _____ SIGNATURE OF SELLER *[Signature]* DATE 03-17-14