



ROOSEVELT

Utah

CITY COUNCIL NOTICE AND AGENDA

March 15, 2022

Notice is hereby given that the Roosevelt City Council will hold its regular meeting on Tuesday, March 15, 2022, at the Roosevelt Municipal Building, 255 South State Street, Roosevelt, Utah. Meeting shall begin promptly at 5:30 p.m.

The agenda will be as follows:

1. Call to Order
2. Roll Call
3. Opening Ceremony (*Prayer and Pledge of Allegiance*)
4. Minutes
5. Public Comment Period
6. Public Hearing (*as needed*)
 - a. Resolution 2022-307 Amending the Consolidated Fee Schedule
7. Items
 - a. Resolution 2022-307 Amending the Consolidated Fee Schedule
 - b. Employee of the Month
 - c. Interfaith Council
 - d. Committee Appointments
 - e. Planning and Zoning
 - i. Dale Tribe- Minor Subdivision
 - ii. Ron Winterton- Lot Line Adjustment
 - f. Northeastern Counseling- Parents Empowered Prevention Messaging
 - g. XCL Secondary Water Purchase Agreement
 - h. City Equipment Surplus Contract
 - i. City Streets Bid Award
 - j. UBMC Land Donation Agreement
 - k. City Hangar Lease Agreement
 - l. UBTech Security Agreement Renewal
8. Purchase Orders & Financial Review
9. City Manager Report
10. Committee Reports
11. Items for Future Discussion
12. Closed Session (*as needed*)
13. Adjourn



ROOSEVELT *Utah*

MINUTES- UNAPPROVED February 15, 2022

The agenda will be as follows:

1. Call to Order

Mayor, JR Bird called the February 15, 2022, meeting of the Roosevelt City Council to order at 5:30 p.m.

2. Roll Call

Councilmen Don Busenbark, Dustin White, David Baird, and Mayor JR Bird were present.

Others in attendance included, Rhonda Goodrich, Kirby Wolfinjer, Lee Rockwood, Aaron Brown, Josh Bake, Taylor Ruff, Dustin Glines, Keesha Glines, Sunshine Bellon, Allan Tucker, Mark Watkins, Dee Cairoli, Brenda Cairoli, Jeff Baker, Hal Huff, and Stacie Baird.

3. Minutes

Councilman Busenbark motioned to approve the minutes from the previous meeting pending the grammatical correction on Item 8 to "why" instead of "whey" and the addition of Councilman White, who was not listed on attendance. This motion was seconded by Councilman Baird and passed unanimously.

4. Prayer offered by: Chaplin Dee Cairoli

5. Public Comment Period:

There were no comments from the public during this meeting.

6. Items

a. Swearing-In

Roosevelt City Police Chief, Mark Watkins spoke to council regarding his appointment of a Chaplin for the police department saying, "it is the first position of its kind in the Uinta Basin." A Chaplin offers council and provides service, fosters officer wellbeing and serves as a peacemaker in times of crisis. Chaplins also increase the likelihood that officers and community will seek out help. After the statement from Chief Watkins, Dee Cairoli was sworn in by City Recorder, Rhonda Goodrich. Following the ceremony Mayor Bird made said, "We couldn't have picked a better man for the job, I think the whole community would agree. We love you Dean."

b. K9 Surplus

Chief Watkins requested motion to surplus K9 “Lucy” to her handler since she was being retired. The motion was made by ____ and seconded by Councilman Busenbark. The motion passed unanimously, and Chief Watkins purchased K9 Lucy for \$1.00 on behalf of her handler.

c. Employee of the Month

Dustin Glines, Parks and Recreation Supervisor was nominated for February’s Employee of the Month. Mr. Glines was nominated by a member of the public with the following comment, “he is dedicated to making the parks a great place to congregate for the community to spend their time.” Mr. Glines was presented with his award and was thanked and congratulated by the Mayor, Committee, and City staff who were in attendance for his hard work and dedication.

d. End of Year Fire Report

Roosevelt Fire Chief, Lee Rockwood presented the fire statistics for 2021. He highlighted statistics such as the quick response time of the volunteer department, explaining that City fire fighters get a call, get to the station, change and get to the fire in an average of 9-minutes inside city limits. Chief Rockwood also noted a 7% increase in fires in Duchesne County, which lead to 105% increase in Roosevelt Fire Department total man hours spent responding in Duchesne County. He explained that this is helpful information when it comes time to renew our contract with the County. Mayor Bird asked about the number of wildland fires and Chief Rockwood responded that the Roosevelt Fire Department responded to 46, which is a drop from 2020 despite the dry spell. In closing Chief Rockwood thanked council saying “we are slowly getting in our new PPE and we appreciate the support”.

e. Golf course update

Aaron Brown, Head Golf Professional at the Roosevelt City Golf Course presented an update on the 2021 season. Mr. Brown stated, “this year is one of the best on record. From 2020 to 2021 every category is up. We’re proud of that. It took a lot of hard work from the staff.” Mr. Brown also explained that last year’s tournament numbers were down due to covid, but still generated \$175,000 for our community. The children’s tournament last year was a big success and brought 300 people to town. Tournaments are rebooking now and the golf course is receiving requests for new tournaments as well. The golf course is trying to accommodate tournaments without taking up too much of the publics’ peak time. Mayor referenced cart issues and suggested that would be coming before council soon. Children’s tournament last year was a big success and brought 300 people to town.

f. 2022 Street Reconstruction Project

Jeff Baker, Project Engineer at Jones and DeMille Engineering provided Council with an update on the 2022 Street Reconstruction project. Mr. Baker said that they would be adding secondary lines to project. Mr. Baker also informed Council that there were five prime bidders right now and that the bid opening has moved to March 8th at the Jones and DeMille office.

g. IEC Contract

City Manager, Josh Baker presented an updated IEC contract to Council. IEC was anticipating starting January 1, 2022 but had already begun working prior to that date that was listed in the original contract. Mr.

Bake reminded Council that they had already approved this contract and added that the proposed changes would move the start date to January 1 ,2022 which would mean that the City would essentially be getting more work for free. Councilman Busenbark requested regular updates from IEC be presented at City Council. Mr. Bake responded that those updates are already a part of the plan. Councilman Busenbark then motioned to approve the IEC contracts and was seconded by Councilman Baird. The motion passed unanimously, and the updated contract was approved.

h. Bird Scooter MOU

City Manager, Josh Bake presented a copy of the MOU that had been given to Vernal City by Bird Scooter. Mr. Bake explained key components of the MOU such as, the City would have the ability to control some of the aspects of how the scooters are managed. For example, the City can dictate hours of operation and use geofencing to prohibit the use of scooters at crowded events such as UBIC. In exchange the MOU stipulates that the City agrees to not put any additional regulations on the use of the scooters, outside of the requirements that already exist for bicycles. Councilman Baird asked about how individuals go about using the scooter- do they have to apply for a license from the company? Mr. Bake explained individuals have to verify a lot of things including that they are 18, as well as accept liability for damage. Mr. Bake added that the MOU contains indemnity for the City for any vandalism or damage Bird Scooter property may incur. Chief Watkins was asked for his opinion on the matter and stated that he was, “concerned about crosswalk safety but thinks that overall, it’s a good idea for the City. Just like anything else, this will open up something, but all in all it’s a good idea.” Councilman Busenbark asked if there was a way for police to keep track so that we are know if there are an increase of problems such as traffic incidents due to the scooters. Chief Watkins responded that with the new reporting system the Police Department recently got, it should not be difficult to generate numbers showing if there are issues with the scooters. After further discussion about the pros and cons of the scooters, Mr. Bake told council, “at this time we cannot prohibit their business, we are determining approval for the MOU so that we can partner with them for the benefit of the City.” Chief Watkins then voiced his approval saying, “we definitely want the MOU.” City Attorney, Grant Charles added “an MOU and a contract are not the same thing. This is not strong on all of the elements of a contract, but it gives us a strong idea of what they are doing. Councilman Baird then made a motion to approve signing of the MOU with Bird Scooters and was seconded by Councilman Cloward. The motion passed unanimously, and signing of the MOU was approved.

i. CIB Project list update

City Manger, Josh Bake asked City Council to review the CIB project list for the City. Mr. Bake informed Council that CIB will only be keeping a 1-year project list, rather than a 2-year list. Roosevelt City will still maintain a 2- year list for our reference. The deadline for submitting our list to CIB is in March. Mr. Bake recommended to council that they keep the same 7 projects currently on the list, but reprioritize them based on the upcoming needs of the City. Mr. Bake also reminded Council that outside of emergencies, projects need to be on the CIB list, otherwise they will not get funded. He added that, conversations that have taken place with commissioners suggested that now would be a great time to apply for funding for the ball field, especially since we have plenty of funds to match and strong community support. Councilman Busenbark questioned the construction project and wanted to know if it included secondary water on North Crescent. Public Works director, Kirby Wolfinjer responded that the project is combination of North Crescent and

transite lines that need to be replaced. Mayor Bird then shared his perspective saying, "I don't feel like Roosevelt City should be investing that amount of infrastructure for people who aren't in the City." Mr. Wolfinjer responded that he has encouraged Jones and DeMille to look into other funding for this very reason. Mayor Bird then suggested that it would be beneficial to bring this project to the county council meeting since the primary benefit will be to the county. Councilman Busenbark then suggested dropping the priority of this water project down to 6 or 7 on the list. After further discussion, Mr. Wolfinjer told Council that about 60% of the water project was repairing City transite lines and that he was concerned about delaying work that was needed in an attempt to not spend money on the county. Kirby agrees, look first in town for infrastructure lines, are these two projects tied together? Doesn't want to keep necessary updates from happening in the City in an attempt to not spend it in the county. The Council then moved on to discuss other list items, specifically funding for the ball field. Councilman Cloward spoke to the community benefits of improving City ball fields. Councilman Cloward stated that rural tournaments are growing. 3 are happening here this year and if we increase the fields, we could host bigger tournaments. Around the state, tournaments bring in upwards of 300-400 people. A lot of small towns have 4 or 5 lined up between July and August, which means lots of revenue for the City. In Roosevelt we average 400 boys baseball and 400 girls softball participants each year. That means roughly 800 kids here are being pushed on to 5 or 6 fields, in addition to the 11 girls travel teams this summer alone. Councilman Cloward continued his support for the ball fields adding that the project would beautify the city and improve the quality of life for people for the residents. Councilman Busenbark motioned to approve the CIB list as presented, rescinding his concerns about the water project and was seconded by Councilman Aland. The motion passed unanimously and the project list was approved.

j. ~~Mideast Equipment Auctions Consignment Agreement~~

Stricken from agenda

7. Items for Future Discussion

i. Council Meeting Accessibility

Deputy Recorder/ PIO, Sunshine Bellon addressed council and inquired about the Council's position on improving the audio and video technology in chambers, as well as creating a plan for ADA compliance. Council responded that they were open to having a bid for improvements presented to them at a future meeting.

8. Committee Reports

There were no committee reports given at this meeting.

9. OPMA Training

All present Councilmen participated in the OPMA training session and signed an affidavit of training after the meeting adjourned.

10. Adjourn at 7:06 p.m. Councilman Busenbark motioned to adjourn and was seconded by Councilman Baird. The motion passed unanimously and the February 15, 2022, meeting of the Roosevelt City Council was adjourned.



Roosevelt City

U T A H

Item No. _____

MEMO TO: Council FROM: Parks Dept / Recorders Office	Subject: <i>Resolution 2022-307 Amending The Consolidated Fee Schedule</i>
Recommendation: <i>Approve Resolution 2022-307 Amending the Consolidated Fee Schedule with schedule item changes and associated rules.</i>	Date: <i>March 15th, 2022</i>
	Fiscal Impact: <i>Although changes to fee amounts are listed, we do not believe this will impact revenue as group use fee compliance is not regulated.</i>
	Funding Source: <i></i>
Background: General Fee Schedule Revisions: <i>Per GRAMA code 63G-2-203(2)(b) "Notwithstanding Subsections (2)(a) and (b), no charge may be made for the first quarter hour of staff time." So the "1hr minimum" notation on schedule item "Research" has been removed. Similarly, the flat fee for fire reports has been removed as they are requested under GRAMA.</i> <i>The previous adoption of the revised Animal Shelter should have been done under resolution and is now added to this resolution amending the consolidated fee schedule.</i> Parks Department Fees: <i>A new proposed pavilion and reservation fees and rules.</i> <i>It is proposed we update and change the current Roosevelt City parks pavilion fee from a group use fee of \$50.00 to a reservation under 100 people. Or a fee of \$100.00 to a reservation over 100 people, to a flat reservation fee of \$50.00. This fee charge is for damage and stress caused by inflatables. Such as grass damage, sprinkler head damage and irrigation pipe.</i> <i>Additionally the proposed schedule amendments also remove scheduled fees that are no longer in use, such as Girls' Softball. The scheduling of fees specific to the RedMud Run have also been removed and replaced with the more general "Roosevelt City Sponsored Runs".</i>	
Attachments: <i>Resolution2021-305 w/red lines, Resolution 2022-307 and Park Pavilion Fees Doc</i>	

RESOLUTION 2021-305

A RESOLUTION AMMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, Roosevelt City has the responsibility to provide service to those individuals requesting such service; and,

WHEREAS, Utah State law empowers the legislative body of each Utah City to adopt fees for the peace, health, welfare and safety of the city inhabitants.

NOW THEREFORE, be it resolved by the Roosevelt City Council, that the cost to provide such service shall be as follows:

PART I

GENERAL FEE SCHEDULE:

Black and white copies.....	\$0.25 per page
Color copies.....	\$0.50 per page
Fax – sending	\$1.00 per page
Fax – receiving	\$0.50 per page
Research –one hour minimum	\$30.00 per hour (or actual cost if greater)
Check return fee	\$25.00
ACH return fee	\$10.00

BUILDING DEPARTMENT FEE SCHEDULE:

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, up to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, up to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, up to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, up to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, up to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, up to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

Other Inspections and Fees:

1. Single Wide Trailer on Foundation.....	\$150.00
2. Modular Home on Foundation.....	400.00
3. Mobile Home Inspection	50.00
4. Sign Permits.....	50.00
5. Electrical Inspection.....	25.00
6. Gas Line Inspection.....	25.00

SUBDIVISION, PLANNING AND ZONING FEE SCHEDULE:

Application for reimbursement of public improvements.....	\$100.00
Conditional use permit.....	\$200.00
Hearing officer variance request.....	\$150.00
Infrastructure reimbursement agreement.....	\$100.00
Lot line adjustment/Property boundary adjustment.....	\$75.00
Master site plan.....	\$150.00
Over 1 acre	\$75.00 per acre
Ordinance/general plan amendment	\$200.00

Subdivision, minor	\$250.00
Subdivision, preliminary plat	\$250.00
Subdivision, final plat.....	\$150.00
Plus per lot.....	\$25.00
Subdivision vacation/amendment.....	\$200.00
Petition to Vacate Public right-of-way	\$500.00
Zoning map amendment (rezone) application	\$250.00
Zoning map recording fee.....	\$250.00

BUSINESS LICENSE FEE SCHEDULE:

Business License/Solicitation Application.....	\$100.00
Itinerant Merchant Permit-(1-30 days).....	\$100.00
Business License/ Solicitation Renewal.....	\$50.00
Professional independent contractors licensed by the State of Utah who rent a booth within an existing commercial business renewal	\$50.00
Additional fees applicable upon renewal of	
Business License (excludes Home Occupation Permit):	
Whiteway -Street lighting provided on 200 East and 200 North.....	\$25.00
Sweeper Route -Street sweeper route Throughout Roosevelt City.....	\$25.00
Tobacco Sales in a retail establishment.....	\$25.00
Additional business at same location under separate name with same owner.....	\$25.00
Disproportionate Service -Police services provided (<i>based on percent of calls to business types in non-residential zones</i>)	\$5.00
Class "A" Beer License (<i>sell beer in original containers for consumption off premises</i>)	\$220.00
Class "B" Beer License (<i>sell draft beer or beer in original containers for consumption on the premises</i>	\$250.00
Class "C" Limited Restaurant License (<i>sell beer or wine and similarly dispensed alcoholic beverages, for consumption on the premises</i>)	\$250.00
Class "D" Bar Establishment License (<i>sell beer, draft beer, liquor, or other lawfully permitted alcoholic beverages for consumption on the premises</i>	\$250.00
Class "E" Full Service Restaurant License (<i>sell beer, liquor, wine, and flavored malt beverages Or other lawfully permitted alcoholic beverages for consumption on the premises</i>).....	\$250.00
Season License will be the same rate as Class A, B, C, D or E	

CEMETERY DEPARTMENT FEE SCHEDULE

	Resident	Non-resident
Cemetery burial spaces.....	\$ 300.00	\$ 450.00
Opening and closing fees:		
Weekdays.....	300.00	450.00
Weekends and permitted holidays.....	550.00	700.00
Cremation, Weekday.....	200.00	300.00
Cremation, Weekend.....	350.00	450.00
Infant, Weekday (48" vault and under).....	100.00	150.00
Infant, Weekend (48" vault and under).....	250.00	300.00
Exhumation.....	2,000.00	2,000.00
Headstone Inspection fee	75.00	75.00
Headstone removal fee	100.00	100.00
Headstone Location and Marking Fee.....	25.00	25.00
Original Certificate Transfer Fee	25.00	25.00

ROAD DEPARTMENT FEE SCHEDULE

Sidewalk, curb, gutter.....	\$10.00/sq. ft.
Vac Truck (towns, districts, cities) upon approval.....	\$375.00 per hour
Encroachment Bond Requirement.....	\$2,000.00 minimum
Increased by multiples thereof as determined by Public Works to guarantee completion of work	

RECORDER'S OFFICE FEE SCHEDULE:

Disconnection Petition.....	\$10,000.00
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POLICE DEPARTMENT FEE SCHEDULE:

Fingerprints	\$20.00
Fingerprints with photo	\$25.00
Criminal Background Check.....	\$25.00
Traffic Accident Report.....	\$15.00
Traffic Accident Photos.....	\$20.00
Sex Offender Registration.....	\$15.00

FIRE DEPARTMENT FEE SCHEDULE:

Incident Report.....	\$20.00
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ANIMAL SHELTER FEE SCHEDULE:**Dogs:**

Spay/Neuter deposit.....	\$60.00
Microchip.....	\$25.00 (for public)
License.....	\$5.00
Puppy Adoption.....	\$ 42.00 + s/n deposit
Adult Adoption.....	\$35.00 + s/n deposit
Burial.....	\$20.00

Cats:

Spay/Neuter deposit.....	\$40
Microchip.....	\$25.00 (for public)
Kitten Adoption.....	\$35.00 +s/n deposit
Adult Adoption.....	\$30.00 + s/n deposit
Barn Cats.....	\$8.00
Burial.....	\$20.00
Trap Deposit.....	\$30.00

Dog Impound:

First three days.....	\$30.00
Each additional day.....	\$15.00
Court/Jail per day.....	\$5.00
2 nd impound of the same animal in 12 months.....	\$40.00 + \$15.00 daily
3 rd impound of the same animal in 12 months.....	\$80.00 + \$15.00 daily
4 th or more impound of the same animal in 12 months.....	\$120.00+ \$15.00 daily
Sterilization Fee (2 nd impound)	\$60.00

Cat Impound:

First three days.....	\$20.00
Each additional day.....	\$10.00
Court/Jail per day.....	\$5.00
2 nd impound of the same animal in 12 months.....	\$30.00 + \$10.00 daily
3 rd impound of the same animal in 12 months.....	\$50.00 + \$10.00 daily
4 th or more impound of the same animal in 12 months.....	\$80.00+ \$10.00 daily
Sterilization Fee (2 nd impound)	\$40.00

Surrender:**Non-Duchesne County Residents**

Adult Dog.....	\$60.00/animal
Puppy.....	\$30.00animal
Adult Cat.....	\$30.00/animal
Kitten.....	\$15.00/animal
Other small animal.....	\$30.00/animal

GOLF FEE SCHEDULE:

Green Fees		<u>Weekday</u>		<u>Weekend</u>		Punch Pass (Cart Fees)	
		<u>9-Hole</u>	<u>18-Hole</u>	<u>9-Hole</u>	<u>18-Hole</u>	10 Punch	85.00
Junior (1-17)	6.75	11.50	6.75	11.50		20 Punch	160.00
Senior (62+)	11.00	22.00	11.50	23.50			
Adult	13.00	26.00	13.75	27.50			
Season Golf Passes		Driving Range Passes		Personal Cart Pass			
Junior	206.00		Single Season	301.00	Unlimited	370.00	
Senior	499.00		Family Season	411.00	Rider	150.00	
Senior Couple	750.00						
Adult	561.00						
Adult Couple	852.00						
Family	1100.00						
Corporate Pass	2775.00						
		Cart Fees (Per Player)		<u>Weekday</u>	<u>Weekend</u>		
				<u>9-Hole</u>	<u>18-Hole</u>	<u>9-Hole</u>	<u>18-Hole</u>
				9.50	19.00	9.50	19.00
				Single Cart per Group	12.00	24.00	12.00
				Member Fee			24.00
Punch Pass (Green Fees)		<u>10</u>	<u>20</u>	Trail Fees (per player)		<u>9-Hole</u>	<u>18-Hole</u>
Junior		56.75	98.00			7.00	12.00
Senior		100.00	200.00	Rider Fee (per player)		5.00	10.00
Adult		120.00	240.00				
Shed Rental – Season		206.00		Hole Sponsor (2 Years)		600.00	
				Winter Use Pass			
				<u>Single</u>	<u>Family</u>		
				30.00	100.00		

PARKS AND RECREATION FEE SCHEDULE:

Girls Youth Softball							
8U (ages 6, 7, 8).....							\$50.00
10U (ages 9, 10).....							\$60.00
12U (ages 11, 12).....							\$60.00
14U (ages 13, 14).....							\$60.00
Girls Youth Volleyball							
4 th through 8 th Grade Division.....							\$50.00
Jr. Jazz Youth Basketball							
1 st & 2 nd Grade Division.....							\$45.00
3 rd & 4 th Grade Division.....							\$50.00
5 th through 7 th Grade (Girls) Division.....							\$55.00
5 th through 7 th Grade (Boys) Division.....							\$55.00
8 th through 12 th Grade (Boys) Division							\$60.00
Mens' League Basketball (18 and older)							\$425.00 per team
Adult Softball							
Adult Co-ed Softball League							\$425.00 per team
Men's Softball League							\$425.00 per team
Women's Softball League.....							\$425.00 per team
RedMud Run							
Individual							
5-7 years old.....							\$10.00 with shirt
.....							\$5.00 without shirt
Kids Run 9-11 years old.....							\$15.00
Youth Run 12-17 years old.....							\$20.00
Single Run 18 and older							\$40.00
Youth Team Run (ages 12 to 17, up to 6 people).....							\$150.00 per team
Adult Team Run (18 and older, up to 6 people).....							\$150.00 per team
Family Run pass (up to 6 people).....							\$120.00 per pass
Additional Family Members after 6.....							\$15.00
User Fee per participant in Soccer, Baseball, Football, & Traveling Teams.....							\$15.00
Ball Field Rental.....							\$200.00 per day
Special Event Permit.....							\$25.00 per event

SWIMMING POOL FEE SCHEDULE:

General Admission

Youth (3-17).....	\$3.65
Adult (18-59)	\$5.25
Senior (60+).....	\$3.65
Military.....	\$3.65

Special Rates

Scout checks/cub scouts/webelos (scout, leader and helpers).....	\$2.00
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Pass Rates

	Annual		6 Months		3 Months	
	Basic	Premium	Basic	Premium	Basic	Premium
Youth	\$125.00	\$150.00	\$100.00	\$115.00	\$60.00	\$75.00
Senior (60+)/Military	\$125.00	\$140.00	\$100.00	\$115.00	\$60.00	\$65.00
Senior Couple (60+)	\$150.00	\$175.00	\$125.00	\$140.00	\$70.00	\$80.00
Adult	\$175.00	\$190.00	\$135.00	\$155.00	\$75.00	\$90.00
Adult Couple (18-59)	\$200.00	\$225.00	\$160.00	\$175.00	\$100.00	\$125.00
Family*	\$450.00	\$475.00	\$275.00	\$325.00	\$150.00	\$170.00

*Family passes include up to 6 people. \$25.00 is added for each additional person.

Punch Passes

Adult

10 visits.....	\$45.00
20 visits.....	\$70.00

Child, Senior, Military

10 visits.....	\$30.00
20 visits.....	\$55.00

Swimming Lessons

Pre-school and Parent/child courses.....	\$40.00
“Learn-to-swim” (LTS) courses.....	\$45.00

Private Lessons

1 person for 20-60 minutes.....	\$75.00
2 people for 20-60 minutes.....	\$115.00
3 people for 20-60 minutes.....	\$145.00
4 people for 20-60 minutes.....	\$175.00

Party Room Rentals

One room for 2 hours.....	\$55.00
Two rooms combined for 2 hours.....	\$110.00

Facility Rentals (2 hour reservation)

Number of people	Indoor OR Outdoor Pool	Indoor AND Outdoor Pool
1-50	\$150.00	\$200.00
51-100	\$200.00	\$250.00
101-150	\$250.00	\$300.00
151-250 (450 if outdoor)	\$300.00	\$350.00

WATER FEE SCHEDULE:

City – New Installation Fees

CITY METER SIZE	CITY WATER CONNECTION FEE	ADDITIONAL FEES TO BE INCLUDED	Description
¾" 1" 1 ½" 2" 3" 4" 6"	3,000.00	3000.00 hookup fee or actual cost if greater	Parts and labor if City does the connection
¾" 1" 1 ½" 2" 3" 4" 6"	3,000.00	200.00 Inspection Fee	If a contractor does the connection to the City's main line City will provide the meter and radio for each connection

County – New Installation Fees

COUNTY METER SIZE	COUNTY WATER CONNECTION FEE	ADDITIONAL FEES TO BE INCLUDED	Description
3/4" 1" 1 1/2" 2" 3" 4" 6"	5,000.00	3500.00 hookup fee or actual cost if greater	Parts and labor if City does the connection
3/4" 1" 1 1/2" 2" 3" 4" 6"	5,000.00	200.00 Inspection Fee	If a contractor does the connection to the City's main line <i>City will provide the meter and radio for each connection</i>

City - Monthly Water Rates

CITY METER SIZE	BASE RATE	USAGE RATES
3/4"	30.00	Each month the BASE RATE is billed and 1.25 from 1,000 to 8,000 gallons of water 1.50 from 9,000 to 20,000 gallons of water 2.00 from 21,000 to 40,000 gallons of water 2.25 from 41,000 to 60,000 gallons of water 2.00 from 61,000 and over gallons of water Water Bill is calculated: Base Rate + Usage rate = Amount/Month
1"	40.00	
1 1/2"	100.00	
2"	150.00	
3"	380.00	
4"	625.00	EX: 3/4" Water Meter Base Rate 30.00 6,000 Gallons of water used/month x 1.25 <u>7.50</u> 37.50
6"	1,250.00	

County – Monthly Water Rates

COUNTY METER SIZE	BASE RATE	USAGE RATES
3/4"	45.00	Each month the BASE RATE is billed and 1.88 from 1,000 to 8,000 gallons of water 2.25 from 9,000 to 20,000 gallons of water 3.00 from 21,000 to 40,000 gallons of water 3.38 from 41,000 to 60,000 gallons of water 3.00 from 61,000 and over gallons of water Water Bill is calculated: Base Rate + Usage rate = Amount/Month
1"	60.00	
1 1/2"	150.00	
2"	225.00	
3"	570.50	
4"	938.00	EX: 3/4" Water Meter Base Rate 45.00 6,000 Gallons of water used/month x 1.88 <u>11.28</u> 56.28
6"	1875.00	

Secondary Water Rates

Connection Fee	\$500.00	Required if property is located in an area where secondary water service is available.
Usage Fees		
METER SIZE	BASE RATE	USAGE RATES
1"	6.00	Each month the BASE RATE is billed and
1 1/2"	9.00	1.00/1,000 Gallons for the first 50,000 of water
2"	12.00	1.25 for the next 25,000 gallons of water
3"	18.00	1.50 for over 75,000 gallons of water
4"	24.00	
5"	30.00	
6"	36.00	
K2 1"	6.00	.80/1,000 gallons until new ownership, then the rate -0- outs
K2 1 1/2"	9.00	1.00/1,000 Gallons for all gallons if usage exceeds 1 Million gallons per month
K2 2"	12.00	

Other Culinary Water Fees

Customer Utility Deposit	\$250.00/refundable
Only refundable if all outstanding and current bills are paid.	
Water Service Fee	\$20.00
Reconnect to restore service after delinquent account has been paid	\$50.00
Bulk Water Rate/Month	\$5.00/1,000 gal
Re-Read water meter request	\$25.00

Meter changed out.....	\$100.00
Fine applied to utility customer when customer gets into meter box	
without authorization	\$100.00
Third call on freeze-up & each additional call.....	\$100.00

SEWER FEE SCHEDULE:

City Connection Fees

TYPE	CONNECTION FEE
Single Family Dwelling	3,000.00
Commercial, Each Building in Multiple Dwellings or P.U.D.	4,000.00
Impact Fee in Stonegate Subdivision	5,500.00
Impact Fee in Area East of Stonegate Subdivision Using Same Trunkline	900.00

City Monthly Sewer Rates

Single Family Dwelling	25.75
RV Park/ Multiple Dwellings, Mobile Home Parks and PUD's. *If each unit or lot has an individual water meter, it is considered a single family dwelling	25.75 1 st unit 6.44 Each additional unit
Large Commercial - Laundry, Carwash, Motel, Hotel, Grocery, Restaurant, Eating Establishment, Public School	96.56
Other Commercial and Professional Buildings not included in Large Commercial	32.19
Special Rate: All homes constructed in Chrisville, Stonegate Phase I and Stonegate Phase II on or before November 14, 2017, shall be subject to a "Special Rate" pursuant to Roosevelt City Municipal Code Section 13.12.090. **Amount includes \$25.75 single family rate AND \$67.75 special rate.	93.50**

County Connection Fees

TYPE	CONNECTION FEE
Single Family Dwelling	5,000.00
Commercial, Each Building in Multiple Dwellings or P.U.D.	6,000.00

County Monthly Sewer Rates (*County Rate is 1.5 times City Rate*)

Single Family Dwelling	38.63
RV Park/ Multiple Dwellings, Mobile Home Parks and PUD'S	38.63 1 st unit
*If each unit or lot has an individual water meter, it is considered a single family dwelling	9.66 Each additional unit
Large Commercial - Laundry, Carwash, Motel, Hotel, Grocery, Restaurant, Eating Establishment, Public School	144.84
Other Commercial and Professional Buildings not included in Large Commercial	48.28

SANITATION FEE SCHEDULE:

Monthly Residential

1 st garbage can for single-family dwelling or unit.....	\$19.00
2 nd garbage can – One single family dwelling or unit.....	\$11.75

Dumpster Rates

Container Size	NUMBER OF TIMES DUMPED PER WEEK					
	1	2	3	4	5	6
3 yard	\$ 70.00	\$115.00	\$160.00	\$205.00	\$250.00	\$295.00
6 yard	\$120.00	\$200.00	\$280.00	\$360.00	\$420.00	\$500.00
8 yard	\$130.00	\$220.00	\$310.00	\$400.00	\$490.00	\$580.00
350	\$ 55.00	\$ 85.00	\$115.00	\$145.00	\$175.00	\$205.00

**Fees may be adjusted to cover any landfill rate increase*

AIRPORT FEE SCHEDULE:

Property lease for hangers

Commercial.....	\$0.38 per square foot*
Private	\$0.23 per square foot*

**Increase by 3% each calendar year*

PART II

All ordinances or policies in conflict herewith are hereby repealed.

Any other fees charged will be based on cost or expected cost.

PART III

APPROVED, PASSED, AND ADOPTED this 19TH day of January, 2021, by the following vote:

Don Busenbark	AYE
Dustin White	AYE
David Baird	AYE
Cody Aland	AYE
Vince Reiley	AYE

SIGNED:

Roddie I. Bird, Jr., Mayor

ATTEST:

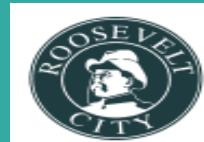
Kurt Mower, Recorder

Roosevelt City Parks Pavilion Proposed Fee Schedule



2022

Roosevelt City
Authored by: Dustin Glines
Parks Division Manager



Roosevelt City
U T A H

Pavilion Reservation Fee Schedule

New proposed pavilion reservation fees and rules.

It is proposed we change the current fees from a group use fee of \$50.00 for under 100 people, or a fee of \$100.00 for over 100 people, to a flat rate regardless of group size.

The proposed flat rate is \$50.00

With this proposed flat fee, also is proposed requirements and rules pertaining to all Roosevelt City pavilions.

Inflatable Bouncers will be charged \$25.00 per inflatable in addition to reservation fee. Fee charge is for damage and stress caused by inflatables on the grass, as well as damage cause by inflatables to sprinkler heads and irrigation pipe.

Some reservations may be exempt from fees, those exempt from fees may include Roosevelt City sponsored events or activities, Ubic activities, Scout functions. Those exempt from pavilion fees will be authorized and approved by the City Manager or designee.

Requirements and Rules that pertain to all Roosevelt City pavilions include:

- *Facility must be vacated at 11:00 pm unless prior approval has been given**
- *Facility must have ALL trash and debris cleaned up prior to being vacated.**
- *There is to be no swearing or vulgar language**
- *Excessive noise is always prohibited. After 10pm no amplified music or sounds will be permitted.**
- *No motorized vehicles are allowed on the grass unless prior approval with Parks Dept**

***All vendors are required to set up their booths in the parking lot areas provided. No vendors are to be allowed on the grass.**

***Excessive abuse to the use of facility will constitute an additional fee of \$200.00**

***NO waterslides are allowed on the hills at Constitution Park. Due to the plastic used which will cause extreme damage to and kill the grass.**

***No cooking on grass or placing hot pans on grass for serving.**

***At no time will this permit allow possession of alcoholic beverages, tobacco products and all forms of smoking. (Ordinance No. 2014-389).**

PARK PAVILION FEE SCHEDULE:

North Pavilion-Constitution Park (790 S 200 E)..... \$50.00

South Pavilion-Constitution Park (790 S 200 E)..... \$50.00

Harmston Pavilion-Central Park (90 W 100 N)..... \$50.00

Old Mill Pavilion-Old Mill Park (278 E 100 N)..... \$50.00

Inflatable bouncer..... \$25.00 each

(In addition to pavilion fee)



RESOLUTION NO. 2022-
**A RESOLUTION ESTABLISHING THE ROOSEVELT CITY
INTERFAITH ADVISORY COMMITTEE**

WHEREAS, the Roosevelt City Council finds there to be potential to expand and enhance the ecclesiastical and/or faith based and/or spiritual involvement and opportunities for the residents of Roosevelt City by formation of a special committee which will assist the City in matters related to faith and spirituality in Roosevelt City; and

WHEREAS, the potential expansion and enhancement of ecclesiastical and/or faith based and/or spiritual involvement and opportunities benefits the general health and welfare of residents of Roosevelt City; and

WHEREAS, the Roosevelt City Council does not favor any religion, church, creed, denomination, faith or sect over another.

NOW THEREFORE, the Roosevelt City Interfaith Advisory Committee membership, powers, duties and meetings, which are subject to the Utah State open meetings law, shall be as follows:

I. PURPOSE:

Foster good will and harmony among Roosevelt City residents and visitors. Promote the spiritual wellbeing of Roosevelt City residents and visitors. Expand and enhance the ecclesiastical and/or faith based and/or spiritual involvement and opportunities for the residents of Roosevelt City.

II. APPOINTMENT AND MEMBERSHIP:

- A. Appointment: The Roosevelt City Interfaith Advisory Committee shall consist of not less than three (3) members but may have as many members as necessary to adequately represent the spirituality, faiths and/or religious sentiments of Roosevelt City citizens. Each religion, church, creed, denomination, faith and/or sect shall have equal representation, to the extent reasonably practical, as determined by the Roosevelt City Mayor. All members shall be appointed by the Mayor with the approval of the City Council. The Board shall select a Chairman, a Vice Chairman and a Secretary to serve as committee officers. The duties of officers shall be determined by the Board as a whole. The Board shall also determine a meeting schedule.
- B. Membership, terms and vacancies: The members of the Interfaith Advisory Committee, as appointed above, shall serve overlapping terms. Term lengths shall be three (3) years, or the number of years specified by the Mayor upon appointment if more or fewer years are required to achieve overlapping terms. The Mayor may not specify a term length any less than one (1) year or more than five (5) years. Midterm vacancies shall be filled by appointment as set forth above for the unexpired portion of the vacating member's

originally specified term. There shall be no limit to the number of terms any member may serve.

- C. The Mayor may remove any member for failure to participate or for purposely disrupting the harmony of the committee and/or acting contrary to the purpose of the committee.

III. POWERS AND DUTIES:

- A. Recommend the mission, goals, objectives, short-term plan and long-term plan related to the City's faith and spirituality platform.
- B. Assist with maintaining a yearly calendar detailing all faith and spiritually based activities and practices in the city.
- C. Recommend, Review, existing and/or proposed policies, resolutions, and ordinances related to or effecting faith and spirituality in Roosevelt City to the city council.
- D. Inform and advise the City Council and Manager regarding the status quo of City's general overall faith and spiritual health and wellbeing.
- E. Recommend action designed to increase participation levels and volunteerism.
- F. Recommend action to increase efficient use of resources. The Committee shall have no authority to appropriate and expend public money nor to incur any obligations.
- G. Seek funding through federal, state and local grants, religious and spiritual foundations, community contributions, charitable donations, endowment funding, partnerships and/or collaboration with local individuals, organizations or entities.
- H. Strive to take a holistic approach to faith and spirituality that encourage activities for every age, sex, socioeconomic status, physical abilities, beliefs and religions. Create strategies to expansively accept and included all wholesome and well-intentioned beliefs and practices.
- I. Any other task regarding the City's faith and spirituality as authorized or delegated by the City Council.

III. MEETINGS:

- A. Meetings of the Roosevelt City Interfaith Advisory Committee shall occur monthly and shall be held at the City Offices or such other City facility as determined from time to time by the Committee. Notice of date, time and location of the meeting, along with the agenda, shall be given to the City Recorder not less than ten (10) days prior to the meeting in order for the meeting to be noticed in accordance with State law.
- B. A quorum of the Roosevelt City Interfaith Advisory Committee shall be a majority of the then current members. A majority vote of the quorum shall be required for the decision of any matter before the Committee.
- C. If a quorum is not present, no meeting shall be held and any items of business shall be continued to the next meeting of the Committee.

BE IT RESOLVED, by the Mayor and City Council of Roosevelt City, Utah that the Roosevelt City Arts, Parks and Recreation Advisory Committee be formed with no less than three (3) members as described herein. The terms for the members shall be staggered and will be specified upon appointment pursuant to the provisions herein. Terms will expire on March 1st of the year specified upon appointment.

This resolution shall take effect immediately upon its passage.

APPROVED, PASSED, AND ADOPTED this 15 day of **March, 2022**, by the following vote:

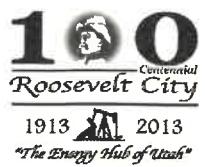
Dustin White
David Baird
Don Busenbark
Cody Aland
Rowdy Cloward

SIGNED:

Roddie I. Bird, Jr., Mayor

ATTEST:

Rhonda Goodrich, Recorder



ROOSEVELT CITY CORPORATION
255 South State Street
Roosevelt, UT 84066
1913 2013
The Energy Hub of Utah

All applications must be submitted 10 days prior to a Planning & Zoning meeting
Plans and plats must be approved no later than Friday prior to the scheduled meeting

PLANNING AND ZONING APPLICATION

TYPE OF REQUEST AND FEES: (Check one)

- Lot line adjustment/Property boundary adjustment - 75.00
- Master site plan - 150.00 Over 1 acre 75.00 per acre
- Conditional Use Permit Fee: 200.00 is required before Home Occupation Permit can be applied for and approved
- Zoning map amendment (rezone) - 250.00
- Application for reimbursement of public improvements - 100.00
- Hearing office appeal - 150.00
- Hearing Officer Variance request - 150.00
- Infrastructure reimbursement agreement - 100.00
- Manufactured home park - 250.00 plus per home pad - 10.00
- Ordinance/general plan amendment - 200.00
- Planned Residential Unit Development (PRUD) - 250.00
Plus per dwelling unit - 10.00
- Subdivision preliminary plat - 250.00
- Subdivision, minor - 250.00
- Subdivision vacation/amendment - 200.00
- Time Extension - 100.00
- Subdivision final plat - 150.00
Plus per lot - 25.00
- Signed plat must be sent electronically to the Building & Zoning Director, djohnson@rooseveltcity.com no later than Friday prior to the meeting
- Petition to Vacate Public Right of Way - 200.00

DETAILS OF REQUEST (include how property is affected and attach maps and drawings) Attach additional pages as needed.

Divide property into 2 lots

INFORMATION:

Date application submitted: 2-22-22

Contact #: 435-893-1883

Owner or Representatives Name: DALE TRIBBLE

Email: _____

Mailing Address: 1594 S. STATE City: ROOSEVELT State: UT Zip: 84066

Project Name: Minor Subdivision Dale Tribble

Tax I.D. Number on property: 00-0005-8010 Zoning of Subject Property: R.R.1

Property Location: 1594 S. STATE

Nature of Request: MINOR SUBDIVISION

Current Land Use: Vacant Residential Commercial Professional

PROPERTY OWNER(S) NAME: DALE TRIBBLE

(If not the same as applicant) (Current Title Holder as shown on County Records)

Mailing Address: 1594 S. STATE City: ROOSEVELT State: UT Zip: 84066

Contact #: 435-893-1883 Email: daletribble@gmail.com

SIGNATURE: Dale Tribble Dated: 2-22-2022

OFFICE USE ONLY

Zoning Director: Dean E. Johnson

Planning Director: Dean E. Johnson Dated: _____

Fee Paid: 250.00 Date Paid: 2/22/2022

Hearing Date: 3/2/2022

5:30

Comments: _____



ROOSEVELT CITY CORPORATION
255 South State Street
Roosevelt, UT 84066
(435) 722-5001
FAX: 435-722-5000
1913 2013
The Energy Hub of Utah

All applications must be submitted 10 days prior to a Planning & Zoning meeting
Plans and plats must be approved no later than Friday prior to the scheduled meeting

PLANNING AND ZONING APPLICATION

TYPE OF REQUEST AND FEES: (Check one)

<input checked="" type="checkbox"/> Lot line adjustment/Property boundary adjustment – 75.00	<input type="checkbox"/> Planned Residential Unit Development (PRUD) – 250.00
<input type="checkbox"/> Master site plan – 150.00 Over 1 acre 75.00 per acre	Plus per dwelling unit – 10.00
<input type="checkbox"/> Conditional Use Permit Fee: 200.00 is required before Home Occupation Permit can be applied for and approved	<input type="checkbox"/> subdivision preliminary plat – 250.00
<input type="checkbox"/> Zoning map amendment (rezone) – 250.00	<input type="checkbox"/> Subdivision, minor – 250.00
<input type="checkbox"/> Application for reimbursement of public improvements - 100.00	<input type="checkbox"/> Subdivision vacation/amendment – 200.00
<input type="checkbox"/> Hearing office appeal - 150.00	<input type="checkbox"/> Time Extension – 100.00
<input type="checkbox"/> Hearing Officer Variance – 150.00	<input type="checkbox"/> Subdivision final plat – 150.00
<input type="checkbox"/> Infrastructure reimbursement agreement – 100.00	Plus per lot – 25.00
<input type="checkbox"/> Manufactured home park – 250.00 plus per home pad – 10.00	Signed plat must be sent electronically to the Building & Zoning Director, djohnson@rooseveltcity.com no later than Friday prior to the meeting
<input type="checkbox"/> Ordinance/general plan amendment - 200.00	<input type="checkbox"/> Petition to Vacate Public Right of Way – 200.00

DETAILS OF REQUEST (include how property is affected and attach maps and drawings) Attach additional pages as needed.

INFORMATION:

Date application submitted: 1/27/22

Contact #: 435-979-3446

Owner or Representatives Name: Troy G ADD for Ron Winterton

Email: troy@jonesandlemon.com

Mailing Address: _____ City: Roosevelt State: ut Zip: 84066

Project Name: Ron Winterton B.L.A. Survey

Tax I.D. Number on property: 00-0005-8051

Zoning of Subject Property: _____

Property Location: 800 South

Nature of Request: Adjust The boundary to existing features

Current Land Use: Vacant Residential Commercial Professional

PROPERTY OWNER(S) NAME: Diana Cook / Jill Krissman / Ron Winterton

(If not the same as applicant) (Current Title Holder as shown on County Records)

Mailing Address: J DE on Hwy 40 City: Roosevelt State: ut Zip: 84066

Contact #: troy@jle.com Email: _____

SIGNATURE: troy@jle.com

Dated: 1/27/22

OFFICE USE ONLY:

Zoning Director: Dan E John Planning Director: Don E John Fee Paid: 75 Date Paid: 1/27/2022

Dated: 1/27/2022 Hearing Date: 2/2/2022

Comments:



Roosevelt City
U T A H

Item No._____

<u>MEMO TO:</u>	<u>Subject:</u>
<u>FROM:</u>	
<u>Recommendation:</u>	<u>Date:</u>
	<u>Fiscal Impact:</u>
	<u>Funding Source:</u>
<u>Background:</u>	
<u>Attachments:</u>	

Northeastern
Counseling
Center,
Roosevelt City,
Parents
Empowered
Partnership
Proposal



- Roosevelt City
 - Provide bathroom wall at Constitution Park
 - Provide contact for Roosevelt City
 - Provide logo
- Parents Empowered
 - Create artwork for display
 - Work with Northeastern Counseling Center and Roosevelt City contact
- Northeastern Counseling
 - Provide coordinator for project
 - Arrange for installation or painting
 - Coordinate with Arts, Parks and Recreation for unveiling of project
 - Provide funding for the project and unveiling

Eccles Ice Center



Billboard



Kearn's Oquirrh Park



Whatever your child's journey

Go Together



Weber County





Iron County

- Interactive display



Thank you!

Robin Hatch
Prevention Coordinator



Roosevelt City

U T A H

Item No. _____

MEMO TO: Joshua Bake, City Manager FROM: Ryan Clayburn, Water Source Director	Subject: Wasatch Water Logistics Secondary Water Purchase Agreement
Recommendation: <i>Roosevelt City Council to review and approve the Secondary Water Purchase Agreement</i>	Date: <i>March 7th 2022</i>
	Fiscal Impact: <i>N/A</i>
	Funding Source: <i>N/A</i>
Background: Wasatch Water Logistics (XCL Resources) approached City Council last year in March to have the ability to Connect to the 203 Pipeline to purchase secondary water from Roosevelt City. The 203 pipeline delivers secondary water to Roosevelt City from Sandwash Reservoir from April 15 th to October 15 th . XCL Resources are committing to 600 ac ft and will have the ability to use more if needed but caps out at 1200 ac ft. Currently Roosevelt City has 3000 ac ft from this source and the system uses around 1500 ac ft each year.	
Attachments: Surplus Secondary Water Purchase Agreement	

SURPLUS SECONDARY WATER PURCHASE AGREEMENT

This Surplus Water Purchase Agreement (“**Agreement**”) is entered into this 15th day of March 2022 (the “**Effective Date**”), by and between the Roosevelt City Corporation, a municipal corporation located in Duchesne County, State of Utah, with its principal place of business at 255 South State Street, Roosevelt, Utah 84066 (“**Seller**”), and Wasatch Water Logistics, LLC, a Delaware limited liability company, with its principal place of business at 600 North Shepherd Drive, Suite 390, Houston, Texas 77007 (“**Buyer**”). The Seller and Buyer are herein sometimes referred to individually as “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Seller owns or controls quantities of Water (as defined below) and has a surplus which it is willing to deliver to Buyer for industrial and other uses, including use in oil and gas operations; and

WHEREAS, Buyer desires to purchase such Water from Seller, as set forth below.

NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained, Seller and Buyer do hereby stipulate and agree as follows:

ARTICLE 1 **DEFINITIONS**

- 1.1 **“Day”** means a period of twenty-four (24) consecutive hours, beginning at 8:00 AM MST.
- 1.2 **“Month”** means a period beginning at 8:00 AM MST on the first Day of the calendar month and ending at 8:00 AM MST on the first Day of the next succeeding calendar month.
- 1.3 **“Delivery Point”** means the outlet flange of the meter located at the point described in Exhibit A.
- 1.4 **“Water”** means fresh water procured from any source to which Seller has legal access.
- 1.5 **“Water Delivery System”** means the pipeline system, valves, meters, pumps, and other related facilities or infrastructure used to provide Water to Buyer.

ARTICLE 2 **WATER**

- 2.1 **Tender of Water.** Seller shall sell to Buyer at the Delivery Point, subject to the provisions herein, the Water which is stored in Big Sand Wash Reservoir.
- 2.2 **Water Quality.** The quality of Water shall be the same as that which is delivered to customers of the Roosevelt City secondary water system. Said Water is untreated and is intended for irrigation or other uses and not for consumption by humans or other biological creatures of any

kind. Buyer accepts said Water “as is”, without the necessity of treatment or preparation by Seller. Except as otherwise expressly provided herein, Seller makes no guarantee regarding the quality of said Water. Buyer is responsible unto itself for monitoring the quality of any Water subject to this Agreement.

2.3 **Water Quantity Commitment.** The quantity of Water made available by Seller to Buyer during the Term of this Agreement shall be not less than 1,200 acre feet of Water per year (“Seller’s Supply Commitment”). However, the volumes may vary subject to the provisions herein, including but not limited to Article 4. Buyer shall purchase not less than 600 acre feet of Water per year during the Term of this Agreement (“Buyer’s Purchase Commitment”). If Seller has additional Water available in excess of the Seller’s Supply Commitment, of the same quality and stored in the same location, Buyer may purchase and take, and Seller shall deliver, additional Water at the Delivery Point pursuant to the terms of this Agreement.

2.4 **Facilities.** Except as set forth herein, Seller shall not be obligated to add or to modify its facilities or other infrastructure to expand the capacity of the Water Delivery System in order to provide services to Buyer, including but not limited to providing conditioning and treating of the Water or other services or associated facilities in order to deliver Water at the specified Delivery Point.

2.5 **Custody and Risk of Loss.** Title, custody, control, responsibility, and risk of loss with respect to Water delivered hereunder shall transfer from Seller to Buyer at the Delivery Point.

ARTICLE 3 **METER; MEASUREMENT**

3.1 **Meter.** A meter shall be installed at Buyer’s expense (the “**Meter**”). The make and model of the Meter shall be determined by Seller, subject to Buyer’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

3.2 **Calibration.** Seller may inspect, test, and calibrate the Meter as necessary to ensure accurate measurement of Water volumes, and Seller shall provide the reasonable opportunity for a representative of Buyer to be present during any such inspection, test or calibration. The Meter will be deemed to measure accurately when a test results in an error equal to or less than two percent (2%).

3.3 **Inspection.** If Buyer has reasonable cause to doubt the accuracy of the Meter, Buyer shall have the right to request and receive additional inspection, testing, and calibration. The costs of such additional inspection, test, and calibration shall be borne by Buyer if the percentage of inaccuracy, if any, is found to be equal to or less than two percent (2%), or shall otherwise be borne by Seller. The records from such measuring equipment shall remain the property of its owner, but upon request, either Party may review the records and charts together with calculations therefrom, subject to their return within fifteen (15) Days after receipt thereof. Records and charts shall be retained by each Party for a period of two (2) years.

3.4 **Remedial Action.** If any inspection, test, and calibration, results in an error greater than two percent (2%), Seller shall, at its own expense, adjust the Meter to read as accurately as practicable or replace the Meter.

3.5 **Vault**. The vault necessary to tap the existing transmission line and to house meters, valves and any other necessary infrastructure, equipment and/or instrumentation is subject to a separate agreement which exists and functions independently of this Agreement. Buyer acknowledges that the transmission line and the property upon which any vault and diversion of Water occurs is not owned by Seller and that Seller's control is therefore limited. Seller agrees to make a good faith effort to facilitate diversion of the subject Water and to accommodate Buyer in reasonable requests for assistance.

ARTICLE 4 **FEES; INVOICING AND PAYMENT**

4.1 **Water Purchase Fee**. During the Term, Buyer shall pay a monthly fee (as adjusted pursuant to Section 4.3, the "**Water Purchase Fee**") to Seller equal to the product of (a) \$896.10 per acre foot, *multiplied by* (b) the acre feet of Water actually received at the Delivery Point during each Month of the Term. Upon written request, Buyer may purchase additional surplus Water, in excess of the Buyer's Purchase Commitment, pursuant to the terms of this Agreement subject to availability for an additional \$896.10 per acre foot (as adjusted pursuant to Section 4.3).

4.2 **True-Up Fee**. Within ten (10) Days prior to the end of the Initial Term or any Extended Term, as applicable, but subject to the other terms and provisions hereof, if Buyer has not purchased volumes of Water equal to or in excess of the Buyer's Purchase Commitment with respect to such Initial Term or Extended Term, as applicable, then Buyer shall pay a fee (as adjusted by Section 4.3, the "**True-Up Fee**") to Seller equal to the product of (a) \$896.10 per acre foot, *multiplied by* (b) the difference between (i) the Buyer's Purchase Commitment with respect to such Initial Term or Extended Term, as applicable, *minus* (ii) the acre feet of Water actually received at the Delivery Point during such Initial Term or Extended Term, as applicable. For purposes of calculating the True-Up Fee, any volumes of Water for which Buyer is ready, willing and able to receive hereunder but which Seller is unable to deliver for any reason (other than the gross negligence or willful misconduct of Buyer) shall be included in the volume of Water actually received at the Delivery Point. Additionally, if this Agreement is terminated prior to the end of the Term then in effect, the True-Up Fee will be calculated on a pro rata basis. For example, if this Agreement is terminated six (6) months prior to the expiration of an Extended Term, then the Buyer's Purchase Commitment for such Extended Term shall be reduced by fifty percent (50%).

4.3 **Fee Adjustment**. Unless sooner terminated pursuant to the terms of this Agreement, effective on the beginning of the first Day of the third Extended Term, and yearly thereafter on the first Day of each succeeding Extended Term, all fees hereunder shall be adjusted (upward or downward) by the amount of percentage change, if any, between January 1 and December 31 of the immediately preceding calendar year in the Producer Price Index for Salt Lake City, Utah (the "**PPI Index**"), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if the PPI Index is no longer published, a comparable successor index agreed upon by the Parties.

4.4 **Invoicing**. Seller shall tender to Buyer monthly invoices, pursuant to the terms of Sections 4.1 and 4.2 hereof, not later than the tenth (10th) Day following the end of the Month in which the applicable fees become due. Seller shall monitor total acre foot usage during the Initial Term and

each Extended Term and shall not charge any additional fee until the Buyer's Purchase Commitment with respect to the then-current Term has been exceeded upon Buyer's written request. Seller shall submit each invoice to Buyer through Buyer's Open Invoice system.

4.5 Payment. Payment shall be made not later than forty-five (45) Days from the date of receipt by Buyer of the invoice. Buyer shall pay Seller the amount due in the form of immediately available federal funds by wire or electronic fund transfer to the bank account specified by Seller. Any payment shall not prejudice the right of the paying Party to an adjustment of any statement to which it has taken written exception, provided such Party's written exception shall have been made before payment from the Buyer to Seller for any given Month. Late payments shall accrue interest at the rate of 1.5% per Month until paid.

4.6 Right of Termination. If Buyer fails to timely pay in accordance with Section 4.5 herein, then the Roosevelt City Recorder or Water Director shall give notice in writing of intent to discontinue the service hereunder. If payment is not received in full by the end of a five (5) day notice period then Seller may close any and all necessary valves to discontinue the transfer of Water hereunder. If service is discontinued for failure to make timely payment, Seller shall have no liability for any claimed or actual damages resulting from a shut off and/or interruption to the delivery of Water to Buyer. In the event service is suspended for nonpayment, no provision of this Agreement shall be binding upon Seller during the period of suspended service. Seller shall have seventy-two (72) hours to restore service, from the time payment is received in full, following a suspension of service for failure to make timely payment. Upon a third default for non-payment, whether continuous or not, Seller may elect to terminate this Agreement.

Seller may suspend its obligations herein immediately for Buyer's violation of any of the terms and conditions hereof and may terminate this Agreement if such violation is not rectified within ninety (90) Days following Seller's delivery to Buyer of written notice thereof. Furthermore, Seller may suspend its obligations hereunder (and terminate this Agreement after ninety (90) days if Buyer fails to cure following Seller's delivery to Buyer of written notice thereof) for the violation of any relevant federal or state laws, Roosevelt City watershed ordinances, or any applicable ordinances, rules, or regulations of TriCounty Health Department and/or state and federal regulatory agencies concerning sanitation incidental to the uses and developments within Buyer's control.

Pursuant to Article XI, Section 6, Utah State Constitution, Seller has primary obligations to deliver Water to the residents, firms and corporations in Roosevelt City. This Agreement pertains only to surplus Water in excess of Seller's other needs and obligations. If, at any time or for any reason, in Seller's sole judgement, it is unable to both comply with Article XI, Section 6 of the Utah State Constitution and furnish the Water provided for in this Agreement, it may suspend and/or terminate this Agreement upon the delivery to Buyer of written notice thereof. However, Seller shall make a good faith effort to exercise any reasonable alternative that does not result in termination of this Agreement and/or discontinuation or reduction in service hereunder. Reduction of surplus Water due to emergency, drought, unforeseeable drop in availability or any other failure or shortage (each, an "**Emergency Reduction**") shall also justify suspension of service hereunder until surplus Water is available. Written notice of any Emergency Reduction will be provided by Seller to Buyer as soon as reasonably practical (but in no event later than

seventy-two (72) hours after Seller becomes aware or should have become aware of such Emergency Reduction). Notwithstanding anything to the contrary in this Agreement, Seller shall not be entitled to receive any True-Up Fee hereunder if Seller terminates this Agreement pursuant to any of the terms of this paragraph.

4.7 Audit. Either Party, on thirty (30) Days' prior written notice, shall have the right at its expense, at reasonable times during business hours, to audit the books and records of the other Party to the extent necessary to verify the accuracy of any statement, measurement, computation, charge, or payment made under or pursuant to this Agreement. The scope of any audit shall be limited to transactions affecting the Water during the Term of this Agreement.

ARTICLE 5 **NOTICES**

5.1 Notices. All notices to Seller provided for in this Agreement shall be served upon the Roosevelt City Recorder at the address set forth below, subject to all Utah State laws and legally recognized procedures. All notices to Buyer provided for in this Agreement shall be in writing and shall be considered as duly delivered by electronic mail, and/or when mailed by regular mail, certified or registered mail to the address of the Buyer as follows:

SELLER:

ROOSEVELT CITY CORPORATION

255 S. State Street
Roosevelt, UT 84066
Attn: Roosevelt City Recorder

BUYER:

WASATCH WATER LOGISTICS, LLC

600 North Shepherd Drive, Suite 390
Houston, TX 77007
Attn: Jason Bundick
Email: jason@xclresources.com

Either Party may change its address or listed contact by giving written notice of such change (in accordance with the terms hereof) to the other Party within ten (10) Days of said change.

ARTICLE 6 **TERM**

6.1 Term. The “**Initial Term**” of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of this Agreement, shall end on December 31, 2022. Upon the end of the Initial Term, the term of this Agreement shall be automatically extended for additional successive one (1) year periods (each, an “**Extended Term**”) under the existing terms of this Agreement (the Initial Term and any Extended Term(s), collectively, the “**Term**”), and no notice shall be necessary from either Party to trigger the next successive Extended Term. The Term of this Agreement may be terminated at the end of the Initial Term or any Extended Term by either Party by tendering written notice to the other Party at least thirty (30) Days' prior to the end of the Initial Term or any Extended Term.

ARTICLE 7 **INDEMNIFICATION**

7.1 Buyer agrees to defend, indemnify and hold Seller, its parent, subsidiary and affiliate companies, its subcontractors, their agents, employees, directors, officers, servants, and invitees (the “**Seller Group**”), harmless from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character, in favor of any person or party, for any Buyer Group’s property casualty, and for injury to or illness or death of any employee of Buyer Group, which casualty, injury, illness or death relates to, arises out of or is incident to the negligence, willful misconduct, or fraudulent conduct of any member of Buyer Group. Buyer shall fully defend any such claim, demand or suit at its sole expense, even if the same is groundless. This indemnity shall be limited to the extent necessary for compliance with applicable State and Federal laws.

7.2 Seller agrees to defend, indemnify and hold Buyer, its joint interest owners, their parent, subsidiary and affiliate companies, its other contractors of every tier, agents, employees, directors, officers, servants, invitees (the “**Buyer Group**”) harmless from and against any and all losses, claims, demands, liabilities or causes of action of every kind and character, in favor of any person or party, for any Seller Group property casualty, and for injury to or illness or death of any employee of Seller or any employee of Seller Group, which casualty, injury, illness or death relates to, arises out of or is incident to the negligence, willful misconduct, or fraudulent conduct of any member of Seller Group. This indemnity shall be limited to the extent necessary for compliance with applicable State and Federal laws and shall only apply to the extent any such losses, claims, demands, liabilities or causes of action exceed the Offset Cap (as defined below). Notwithstanding anything in the foregoing, Buyer shall have the right to offset future payments of any fee owed by Buyer to Seller (including, without limitation, the Water Purchase Fee and the True-Up Fee) against any and all losses, claims, demands, liabilities or causes of action described in the first sentence of this Section 7.2; *provided* that the amount of such offset shall not exceed the aggregate amount of (i) the Buyer’s Purchase Commitment, *multiplied by* (ii) \$896.10 per acre foot (as adjusted pursuant to Section 4.3, the “**Offset Cap**”).

7.3 EXPRESS NEGLIGENCE / CONSPICUOUS MANNER. WITH RESPECT TO THIS ARTICLE 7, BOTH PARTIES AGREE THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS ARTICLE 7 HAS PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE).

AS AN “INDEMNIFYING PARTY”, SELLER REPRESENTS TO BUYER, AS THE “INDEMNIFIED PARTY” (1) THAT IT, SELLER, HAS CONSULTED AN ATTORNEY CONCERNING THIS ARTICLE 7 OR, IF IT HAS NOT CONSULTED AN ATTORNEY, THAT IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO SO CONSULT, BUT MADE AN INFORMED DECISION NOT TO DO SO, AND (2) THAT IT FULLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS ARTICLE 7. AS AN “INDEMNIFYING PARTY”, BUYER REPRESENTS TO SELLER, AS THE “INDEMNIFIED PARTY” (1) THAT IT, BUYER, HAS CONSULTED AN ATTORNEY CONCERNING THIS ARTICLE 7 OR, IF IT HAS NOT CONSULTED AN ATTORNEY, THAT IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO SO CONSULT, BUT MADE AN INFORMED

DECISION NOT TO DO SO AND (2) THAT IT FULLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS ARTICLE 7.

7.4 Each Party shall notify the other Party in writing immediately of any indemnifiable claim, demand, or suit that may be presented to or served upon such Party by any person, affording such other Party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this Article 7. A Party assuming control of defense of such claim may not later dispute its indemnification obligation as to that claim.

7.5 Seller advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by Seller under this contract are expressly limited to the amounts identified in the Act to the extent and only to the extent the Act applies to this Agreement.

7.6 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR ANY MEMBER OF THE BUYER GROUP OR SELLER GROUP, AS APPLICABLE) FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PERSON RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE BREACH HEREOF OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY, INDEMNITY OR OTHERWISE, INCLUDING LOSS OF USE, INCREASED COST OF OPERATIONS, LOSS OF PROFIT OR REVENUE, OR BUSINESS INTERRUPTIONS. IN FURTHERANCE OF THE FOREGOING, EACH PARTY (ON BEHALF OF ITSELF AND THE BUYER GROUP OR SELLER GROUP, AS APPLICABLE) HEREBY RELEASES THE OTHER PARTY AND WAIVES AND RIGHT OF RECOVERY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SUFFERED BY SUCH PERSON, REGARDLESS OF WHETHER ANY SUCH DAMAGES ARE CAUSED BY THE OTHER PARTY'S NEGLIGENCE (AND REGARDLESS OF WHETHER SUCH NEGLIGENCE IS SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE), FAULT OR LIABILITY WITHOUT FAULT; *PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITING AN OBLIGATION OF EITHER PARTY TO INDEMNIFY, DEFEND OR HOLD HARMLESS THE OTHER PARTY (AND THE SELLER GROUP OR BUYER GROUP, AS APPLICABLE) AGAINST ANY THIRD-PARTY CLAIM.*

ARTICLE 8 **FORCE MAJEURE**

8.1 With the exception of Buyer's duty to make timely payment for services provided prior to the commencement of the event of force majeure, each party hereto shall be excused from the performance of any of the obligations herein imposed, for the time and extent such failure is occasioned by the acts of God or federal, state or municipal order, rule, legislation, or regulation,

or by war, acts of the public enemy, strikes, lockouts, insurrection, rebellion, riots, floods, hurricanes, fire, storm, explosion, destruction from any involuntary cause of the facilities involved herein, or any other cause or causes of any kind or character and that are reasonably foreseeable and reasonably beyond the control of the Party failing to perform (each, an **“Event of Force Majeure”**). Neither Party shall be required to settle or resolve any type of labor disturbances.

ARTICLE 9 **REPRESENTATIONS AND WARRANTIES**

9.1 Buyer represents and warrants that it has, or will have, the financial capacity to meet the financial obligations imposed by this Agreement at the time required.

9.2 Buyer represents and warrants that it has obtained any necessary permission(s), authorization(s) and approval from its corporate officers and/or board of directors, that it is legally authorized to enter into this Agreement and to fulfill any and all obligations imposed hereby, and that this Agreement constitutes the legal, valid and binding Agreement of Buyer; Buyer represents and warrants that the individual signing this Agreement for Buyer is fully authorized to enter into this Agreement in the name of Buyer, and that he or she suffers no incapacity or infirmity which would invalidate the commitments herein.

9.3 Seller represents and warrants that it has the authority to sell, and capacity to deliver, Water to Buyer pursuant to this Agreement.

9.4 Seller represents and warrants that it has obtained any necessary permission(s), authorization(s) and approval from its corporate officers and/or governing body, that it is legally authorized to enter into this Agreement and to fulfill any and all obligations imposed hereby, and that this Agreement constitutes the legal, valid and binding Agreement of Seller; Seller represents and warrants that the individual signing this Agreement for Seller is fully authorized to enter into this Agreement in the name of Seller, and that he or she suffers no incapacity or infirmity which would invalidate the commitments herein.

ARTICLE 10 **MISCELLANEOUS**

10.1 **Successors and Assigns.** The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto.

10.2 **Governing Law.** This Agreement is governed by the laws of the state of Utah.

10.3 **Attorney Fees.** In the event action is brought by either Party to enforce any terms of this Agreement the prevailing Party shall recover from the other Party reasonable attorney fees.

10.4 **Validity/Severability.** If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this Agreement.

10.5 **Independent Entity.** Nothing in this Agreement shall be construed to create the relationship of partner, agent, employer, employee, assignee, licensee, invitee or any other relationship other than independent Parties to this Agreement.

10.6 **Amendment.** This Agreement constitutes the entire understanding between the Parties with respect to the information contained herein. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each Party by its duly authorized representative.

10.7 **Execution.** Each Party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that Party with respect to the undertakings and obligations contained herein.

10.8 **Further Assurances.** The Parties shall provide cooperation and assistance to each other in order to implement and carry out the intent and water operations required under this Agreement.

10.9 **Entire Agreement.** This contract contains the entire Agreement between the Parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above, but effective for all purposes as of the Effective Date.

BUYER:

WASATCH WATER LOGISTICS, LLC

by its authorized agent

By: _____

Name: Coby Denham

Title: Completions Superintendent

Date: _____

SELLER:

ROOSEVELT CITY

Attest:

By: _____

Name: Roddie I. Bird JR

Title: Mayor

Date: _____

By: _____

Rhonda Goodrich

Roosevelt City Recorder

Date: _____

EXHIBIT A
DELIVERY POINT

Water shall be delivered hereunder at approximately the following GPS location:



Roosevelt City

U T A H

Item No. _____

MEMO TO: Joshua Bake, City Manager FROM: Ryan Clayburn, Assistant City Manager/Water Source Director	Subject: Uintah Basin Medical Center Land Donation
Recommendation: <i>Roosevelt City Council to review and approve the UBMC Land Donation Agreement</i>	Date: <i>March 9th 2022</i>
	Fiscal Impact: <i>N/A</i>
	Funding Source: <i>N/A</i>
Background: Roosevelt City Cottonwood Creek Trail/Nature Park is a project Roosevelt City has been working on this past year. The city is continuously seeking for additional funding and opportunities to improve and enhance the project. An important part of the project is the Nature Park located in the center of the trail system. UBMC has roughly 14 acres that they are willing to donate to the project to accomplish the Nature Park feature. In the Land Donation Agreement there is conditions for donation. Roosevelt City will have obligations in the agreement that will have to be meet by July 31 st , 2023. If obligations are not accomplished there is a Payment for non-completion to purchase and maintain ownership of the property.	
Attachments: UBMC Land Donation Agreement	

DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is made and entered into effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between Uintah Basin Medical Center, a Utah nonprofit corporation (“Donor”) and Roosevelt City Corporation, a municipal coporation located in Duchesne County, political subdivision of the State of Utah (“Donee”) (collectively the “Parties”).

RECITALS

WHEREAS, Donor is a Utah nonprofit corporation, recognized by the Internal Revenue Service as an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS Donor owns certain real property located in Roosevelt City, Utah, adjacent to Donor’s medical campus, and desires for Donee to develop the property as public open space, with trails, a park, and suitable facilities for the recreation and enjoyment of the residents of the community and the patients and staff of Donor; and

WHEREAS Donee is a municipal corporation located in Duchesne County, political subdivision of the State of Utah and desires to accept the real property and own and develop it as public open space, with trails, a park, and suitable facilities for the recreation and enjoyment of the residents of the community and the patients and staff of Donor; and

WHEREAS the Parties desire to enter into this Agreement, subject to terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree as follows:

ARTICLE 1. DONATION OF THE PROPERTY

1.1. Donation of the Property. Upon the terms, covenants and conditions herein set forth, Donor agrees to donate, and Donee agrees to accept, all of Donor’s rights, title and interest in and to the real property described in Exhibit A (the “Property”).

1.2. Condition of Property.

1.2.1. Property Information. The Property must be subdivided from Donor’s existing property and Donor shall complete the subdivision of the Property with reasonable diligence.

1.2.2. Donee’s Inspection Rights. Donee has previously performed all desired inspections and due diligence of the Property and affirmatively and expressly approves and accepts the Property and all conditions, elements and matters pertinent thereto, including, without limitation, soil conditions, zoning, drainage, flood control, water, sewage, electricity, gas and other utility

connections, Hazardous Materials, economic feasibility, construction suitability, submittals, any survey or any other matter which was or could have been inspected or examined by Donee, and Donee and Donor shall proceed to Closing, subject to the provisions set forth in this Agreement.

1.2.3. "AS IS" DONATION. DONEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR DONOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (A) DONOR IS DONATING AND DONEE IS ACCEPTING THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS," AND (B) DONEE IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM DONOR OR ANY DONOR PARTY AS TO ANY MATTER CONCERNING OR RELATING TO THE PROPERTY, OR SET FORTH, CONTAINED OR ADDRESSED IN THE DILIGENCE MATERIALS (INCLUDING WITHOUT LIMITATION, THE COMPLETENESS THEREOF), INCLUDING WITHOUT LIMITATION AS TO: (I) THE QUALITY, NATURE, HABITABILITY, MERCHANTABILITY, FITNESS, USE, OPERATION, VALUE, MARKETABILITY, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT OR PORTION THEREOF (INCLUDING WITHOUT LIMITATION APPURTENANCES, ACCESS, LANDSCAPING, COMMUNICATION, AND UTILITY SYSTEMS, FACILITIES, SOILS, GEOLOGY AND GROUNDWATER); (II) THE DIMENSIONS OR LOT SIZE OF THE PROPERTY; (III) THE DEVELOPMENT OR INCOME POTENTIAL, OR RIGHTS OF OR RELATING TO, THE PROPERTY, OR THE SUITABILITY, VALUE, ADEQUACY, OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (IV) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (V) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL AUTHORITY OR OF ANY OTHER PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT); (VI) THE ABILITY OF DONEE TO OBTAIN ANY NECESSARY GOVERNMENTAL APPROVALS, LICENSES OR PERMITS FOR THE CURRENT USE OR DONEE'S INTENDED USE, DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY; (VII) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR OTHER HAZARDOUS CONDITIONS ON, IN, UNDER, ABOVE OR ABOUT THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTIES; (VIII) THE QUALITY OF ANY LABOR OR MATERIALS USED IN ANY IMPROVEMENTS; (IX) THE CONDITION OF TITLE TO THE PROPERTY; (X) ANY LEASES OR ANY CONTRACTS OR OTHER AGREEMENTS AFFECTING THE PROPERTY OR THE INTENTIONS OF ANY PERSON WITH RESPECT TO THE NEGOTIATION AND/OR EXECUTION OF ANY LEASES, CONTRACTS OR AGREEMENTS WITH RESPECT TO THE PROPERTY; OR (XI) THE ECONOMICS OF, OR THE INCOME AND EXPENSES, REVENUE OR EXPENSE PROJECTIONS OR OTHER FINANCIAL MATTERS RELATING TO, THE OWNERSHIP OR OPERATION OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DONEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, DONEE IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF DONOR, ANY OTHER DONOR PARTY, OR ANY

AGENT OR BROKER OF DONOR, WHETHER IMPLIED, PRESUMED OR EXPRESSLY PROVIDED AT LAW OR OTHERWISE, OR ARISING BY VIRTUE OF ANY STATUTE, COMMON LAW OR OTHER RIGHT OR REMEDY IN FAVOR OF DONEE. DONEE FURTHER ACKNOWLEDGES AND AGREES THAT DONOR IS UNDER NO DUTY TO MAKE ANY INQUIRY REGARDING ANY MATTER THAT MAY OR MAY NOT BE KNOWN TO DONOR, ANY OTHER DONOR PARTY, OR ANY OTHER AGENT OR BROKER OF DONOR.

IF DONEE ACCEPTS THE PROPERTY, ANY REPORTS, REPAIRS OR WORK REQUIRED OF OR BY DONEE ARE THE SOLE RESPONSIBILITY OF DONEE, AND DONEE AGREES THAT THERE IS NO OBLIGATION ON THE PART OF DONOR EITHER BEFORE OR AFTER CLOSING TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO THE PROPERTY OR TO CURE ANY VIOLATIONS OF LAW OR TO COMPLY WITH THE REQUIREMENTS OF ANY INSURER OR GOVERNMENTAL AUTHORITY. DONEE IS SOLELY RESPONSIBLE FOR OBTAINING THE ISSUANCE OR RE-ISSUANCE OF ANY APPROVAL OR PERMIT NECESSARY FOR TRANSFER OR POSSESSION OF THE PROPERTY AND FOR ANY IMPROVEMENTS, REPAIRS OR ALTERATIONS NECESSARY TO OBTAIN THE SAME, ALL AT DONEE'S SOLE COST AND EXPENSE.

THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

1.3. Subdivision of Property and Title Commitment.

1.3.1. Subdivision of Property. Promptly after the execution of this Agreement, Donor shall take all necessary actions to complete any necessary subdivision of the Property from Donor's other real property and to provide certain easements across a portion of Donor's real property so that the Hospital Connection Trail can cross a portion of Donor's real property.

1.3.2. Title Commitment. Promptly after execution of this Agreement, and once the subdivision of the Property has been completed, a Title Company, at Donee's expense, shall issue and deliver to Donee a commitment to insure the Property in the amount of the Title Policy (as further described in Section 1.3.4 hereof) (the "Title Commitment"). The Title Company shall provide Donee with copies of all recorded documents shown as exceptions to title on the Title Commitment (the "Exception Documents"). Within five (5) days following the receipt by Donee of the Title Commitment and copies of all Exception Documents (the "Title Review Period"), Donee shall notify Donor, in writing ("Donee's Title Notice") as to which items, if any, disclosed in the Title Commitment are not acceptable to Donee. Within five (5) business days following Donor's receipt of Donee's Title Notice, Donor shall notify Donee, in writing ("Donor's Title Notice") that, with respect to each matter objected to in Donee's Title Notice (A) it shall take such actions as may be reasonably necessary to eliminate such matter as an exception in the Title Commitment; or (B) that it shall not take any action to cure Donee's objection to such matter. Except to the extent that Donor's Title Notice expressly states that Donor will take an action with respect to a matter identified in Donee's Title Notice (or if Donor fails to deliver Donor's Title Notice within such five (5) business day period) then Donor shall be deemed to have elected clause (B) of this Section 1.3.2.

1.3.3. Title Contingency. In the event Donee fails to deliver Donee's Title Notice, then Donee shall be deemed to have waived all title objections to matters shown in the Title Commitment. If Donee has timely delivered Donee's Title Notice and Donor elects not to correct such objections, or is deemed to have elected not to correct such objections as provided in clause (B) of Section 1.3.2 hereof, Donee may either waive the objection and proceed to Closing, or Donee may terminate this Agreement and neither Donor nor Donee shall have any further liability or obligation under this Agreement. If Donee fails to terminate this Agreement on or before the Closing Date, then Donee shall be deemed to have waived all of its title objections (except with respect to those specific matters objected to in Donee's Title Notice which are agreed to be eliminated in Donor's Title Notice (the "Rejected Exceptions").

1.3.4. Title Policy. Each item and matter revealed by the Title Commitment (other than the Rejected Exceptions) shall be deemed a "Permitted Exception" under this Agreement. Notwithstanding the foregoing, Donee expressly agrees to accept the Property, and acknowledges and agrees that at Closing the Property shall be subject to, and the term "Permitted Exception" shall therefore include, conditions, covenants and terms contained in this Agreement which remain in effect following the Donee's construction, re-construction, renovation and rehabilitation of the improvements located on the Property and use of the Property as a public open space with trails, a park, and suitable for the recreation and enjoyment of the community. At Closing, the Title Policy (as further defined in Section 2.3.1) shall be as described in the Title Commitment (but free of each Rejected Exception), except as expressly provided in this Agreement. If Donor fails to eliminate or satisfy, on or before the Closing Date, any Rejected Exception, Donee shall have the sole option of either terminating this Agreement for failure to satisfy a condition to Donee's obligation to close under this Agreement, in which case, this Agreement, and the rights and obligations of Donor and Donee hereunder shall terminate, and this Agreement shall be of no further force or effect. Upon Closing, Donee shall be deemed to have waived all objections to the items and matters reflected on the Title Policy and each such item and matter shall thereafter be deemed a "Permitted Exception."

1.4. Conditions for Donation.

1.4.1. Donee's Obligations. Donor's agreement to donate the Property is conditioned on Donee's agreement and obligation to develop the Property into a public open space, with trails, a park, and suitable facilities for the recreation and enjoyment of the residents of the community and the patients and staff of Donor. The provisions of this section shall survive Closing hereunder. Specifically, Donee shall:

- a. Contract with Sunrise Engineering to finalize a Park Conceptual Design ("Design") for the Property and the engineering to design a bridge that will cross Cottonwood Creek on a trail originating from Donor's property ("Hospital Connection Trail");
- b. In compliance with the Design, Donee will layout and construct the trail system, initially with a road base finish, which at a minimum will include the Cottonwood Creek Trail from the East to the West boundaries of the Property, the Hospital Connection Trail, originating from approximately North 300 West adjacent to King's Peak Elementary School and near the North side of Donor's parking lot to the Cottonwood Creek Trail, and an alternative route that parallels

the Cottonwood Creek Trail with no less than three interconnecting trails to complete alternate loops within the Property;

c. Construct or acquire a bridge, designed by Sunrise Engineering, and install the bridge to cross Cottonwood Creek as part of the Hospital Connection Trail;

d. Construct the Hospital Connection Trail to be compliant with the Americans With Disabilities Act (“ADA”), including the appropriate grade to allow individuals with disabilities to utilize the trail. The Hospital Connection Trail will be the first trail to be asphalted;

e. Make a good faith best efforts to facilitate construction of the fishing pond. If constructed, Donee will ensure that the trails to the fishing pond are ADA compliant—and accessible, within one year of completion of the pond, and that the fishing pond has ADA accessible areas from which to fish also within one year of the completion of the pond;

f. The fishing pond will be identified on maps and by a sign provided and installed by Donee (with approval as to design by Donor) as “UBMC Healing Pond.”

g. Install water piping and provide a water source sufficient to supply water to keep the fishing pond full during non-winter months;

h. Construct and improve a parking lot and driveway pursuant to the specifications in the Design;

i. Make a good faith best efforts to facilitate construction of a pavilion pursuant to the Design.

j. Make a good faith best efforts to obtain easements across adjacent properties with a goal of eventually running the Cottonwood Creek Trail from Highway 40 to Highway 21.

k. Reasonably seek donations, grants and other funding sources in order to complete the entire Design as quickly as possible.

1.5. Reversion of Property or Payment for Non-Completion. Donee will make best efforts to complete all items a, b, c, d, f, g and h in Section 1.4 and will make a good faith effort to complete items (except subpart e, i, j and k) and in the Design (the “Commitments”), on or before July 31, 2023 (the “Completion Date”). If Donee fails to complete the Commitments by the Completion Date, Donor may extend the time for completion by written notice in six (6) month increments to allow Donee to complete the Commitments. If, after the Completion Date and any extension(s) granted by Donor, Donee still has not completed the Commitments, Donee, at Donor’s exclusive option, shall either convey the Property back to Donor in its entirety, including improvements, or shall retain ownership and make a payment to Donor in the amount of \$134,000.00. Donor may exercise its right to reversion of the Property or to payment by written notice or email. The provisions of this section shall survive Closing hereunder.

1.6. Operation of the Property. Upon execution of this Agreement, and delivery of the Deed by Donor, Donee shall undertake the maintenance, upkeep and utilities on the Property at Donee’s sole expense.

1.7. Indemnification. Once the Hospital Connection Trail is constructed across the easement on Donor's property, Donee shall own and operate the Hospital Connection Trail and shall be responsible for the maintenance and upkeep of such trail. With respect to any activity on the Hospital Connection Trail and Donor's easement, Donee agrees to indemnify, defend and hold Donor and its officers, trustees, employees and agents harmless from and against any and all claims, costs, damages, injuries, losses, liabilities and expenses (including attorney's fees) that may be asserted against or suffered by Donor arising out of or in connection with any activity on such trail and easement.

ARTICLE 2. **CLOSING DATE AND CLOSING**

2.1. Closing. The consummation of the donation contemplated by this Agreement shall occur (the "Closing") at such place as the parties mutually agree, on or before March __, 2022 (the "Closing Date"), or five days following the completion of any required subdivision of the Property, whichever occurs later.

2.2. Obligations at Closing.

2.2.1. Donor's Deliveries. At Closing, Donor shall execute, acknowledge (where necessary) and deliver to Donee, as appropriate, the following: (a) a Special Warranty Deed (the "Deed"), subject to easements, conditions and restrictions of record, other than liens created by Donor, including but not limited to the Permitted Exceptions; (b) such other documents and instruments as may be required to give effect to this Agreement or as may be reasonably requested by Donee in connection with the performance of Donor's obligations hereunder; and (c) possession of the Property.

2.2.2. Donee's Deliveries. Donee shall execute, acknowledge (where necessary) and deliver to Donor, such documents and instruments as may be reasonably required to give effect to this Agreement or as may be reasonably requested by the Donor to evidence Donee's acceptance of the Property being conveyed at such Closing subject to the Permitted Exceptions and the performance of Donee's obligations hereunder

2.3. Conditions to Closing.

2.3.1. Donor Conditions. Donor's obligation to convey the Property to Donee at the Closing shall be expressly conditioned upon and subject to the following: (a) Donor obtaining consent from its lender and from the USDA, as required under certain loan documents to which Donor is a party and that encumber the Property; (b) with Donee's cooperation, Donor obtaining final subdivision approval to segregate the Property as a legally subdivided parcel as required by applicable state statute and zoning ordinance; (c) Donee having obtained or obtaining (i) from a title company licensed to do business in the state of Utah (the "Title Company"), a commitment in favor of Donee for an owner's policy of title insurance with respect to the Property, and (ii) at Closing, an ALTA standard coverage owner's policy of title insurance in the amount of \$ _____ with respect to the Property; and (d) Donee delivering all of the items required pursuant to Section 2.2.2 above.

2.3.2. Donee Conditions. Donee's obligation to close shall be expressly conditioned upon and subject to the following: (a) Donee having received or receiving the Title Policy (as further

described in Section 1.3.4 hereof) in form and substance reasonably satisfactory to Donee, provided that inclusion of the Permitted Exceptions as exceptions to the coverage set forth therein may not constitute a failure of this condition; and (b) Donor delivering all of the items required pursuant to Section 2.2.1 above.

ARTICLE 3. **CLOSING COSTS AND ADJUSTMENTS**

3.1. Closing Costs. At Closing, Donee shall pay the charges and costs of obtaining the Title Policy, the recording and filing fees regarding the Deed and any other necessary documents, and any other fees and closing costs relating to the Closing (including the cost of any closing fees charged by the Title Company, if one is used).

3.2. Separate Expenses of Parties. Each party hereto shall be responsible for the payment of its respective attorneys' fees and all other costs and expenses of any kind or nature incurred by such party in connection with this Agreement, the Closing or the Property.

ARTICLE 4. **REPRESENTATIONS, COVENANTS AND WARRANTIES**

4.1. Donor's Representation, Covenants and Warranties. Donor represents, warrants and covenants to Donee as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

4.1.1. Donor's Authority. Donor is a Utah nonprofit corporation, recognized by the Internal Revenue Service as an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and is authorized by the Utah Revised Nonprofit Act to donate property to a governmental entity and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder. The execution and delivery thereof by Donor is fully authorized by all requisite authority; and no other consents by any other party are required for Donor to execute and deliver this Agreement and such other documents.

4.1.2. All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

4.2. Donee's Representations, Covenants and Warranties. Donee represents, warrants and covenants to Donor as follows, which representations and warranties shall survive Closing hereunder for the period provided below and shall inure to the benefit of Donor, its successors and assigns and shall be considered made as of the date hereof and as of the Closing Date:

4.2.1. Donee's Authority. Donee is a political subdivision~~municipal corporation located in Duchesne County, of the~~ State of Utah and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder. The execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

4.2.2. All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

ARTICLE 5. RELEASE OF CLAIMS

5.1. Release of Claims. Without limiting the provisions of Section 1.2.3., but subject to the express rights and remedies reserved to Donee in this Agreement, Donee waives all rights to recover from, and forever releases, discharges and covenants not to sue, Donor with respect to any and all claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may exist or arise on account of or in any way be connected with the Property (including without limitation the physical, operational, environmental, and structural condition of the Property) or any law or regulation applicable thereto, including without limitation any claims or other matters relating to the use, presence, discharge or release of Hazardous Materials on, under, in, above or about the Property. Donee assumes the risk that Donee's investigations of the Property may not reveal all aspects and conditions of the Property. Donee acknowledges and agrees that: (a) Donee is an experienced and knowledgeable purchaser of real property; (b) Donee expressly accepts and fully understands the limitations of liability contained in this Agreement; and (c) the limitations contained in this Agreement are reasonable. Donee acknowledges and agrees that Donor has agreed to enter into this Agreement in consideration for and in reliance upon the limitations of liability contained in this Agreement, that the donation is based in part on such limitations of liability, and that Donor would not have agreed to execute this Agreement or donate the Property to Donee on terms that did not include such limitations of liability.

5.2. Definitions. The term "Hazardous Material" means any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (as defined below) as a "hazardous substance," "hazardous material," "hazardous waste," "extremely hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, including any items defined as "Hazardous Materials" in 49 CFR 171.8, and any petroleum, polychlorinated biphenyls (PCBs), asbestos, radon, natural gas, natural gas liquids, liquefied Natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and any other material of similar genre. The term "Environmental Laws" means any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of governmental authorities relating to the environment, or to any Hazardous Material or to any activity involving Hazardous Materials, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 6901 et seq., as amended (CERCLA), the Resource Conservation and Liability Act, as amended 42 U.S.C. 6901 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j, as all of the foregoing may be amended from time to time.

ARTICLE 6. **NOTICE**

6.1. Notice. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, or by a national overnight carrier to such party at the respective addresses given below, or sent by email to the email addresses set forth below, provided that a confirming email is promptly received, and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below:

If to Donor: Uintah Basin Medical Center

Attention: Chief Executive Officer
250 West 300 North
Roosevelt, Utah 84066
james_marshall@ubh.org
With a copy to:
Blaine J. Benard
222 South Main Street, Suite 2200
Salt Lake City, UT 84101
bjbenard@hollandhart.com

If to Donee: Roosevelt City

Attention: Roosevelt City Recorder Manager
255 South State Street
Roosevelt, UT 84066
With a copy to:
Roosevelt City Attorney
255 South State Street
Roosevelt, UT 84066 B300

6.2. Change of Address. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

ARTICLE 7. **GENERAL PROVISIONS**

7.1. Remedies. In the event of any breach or default by Donee hereunder, Donor shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by Donor occurring prior to Closing and resulting in a failure to close, Donee's sole and exclusive remedy shall be to terminate this Agreement, provided that Donee shall not exercise such remedy unless Donor has first been given written notice of the breach or default hereunder and it remains uncured following such notice for a period of thirty (30) days.

7.2. Entire Agreement. This Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties with respect to the Property. It is expressly agreed that there are no verbal understanding or agreements which in

any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the Parties.

7.3. Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

7.4. Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing and shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

7.5. Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

7.6 Binding Effect. The Agreement shall become effective and shall be binding on the Parties only after it has been signed by both Donee and Donor. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with the Property.

7.7. Controlling Law. This Agreement has been made and entered into under the laws of the State of Utah and said laws shall control the interpretation hereof.

7.8. Time of the Essence. Time is of the essence in the performance of this Agreement.

7.9. Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the Parties.

7.10. Assignment. Donor may assign its interest in this Agreement. The terms, covenants and conditions contained in this Agreement shall run with the land.

7.11. Participation. Each of the Parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

7.12. Expense of Parties. In the event of litigation between the Parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set for below.

DONOR:
UINTAH BASIN MEDICAL CENTER

By: _____
Name: _____
Title: _____
Date: _____

DONEE:
ROOSEVELT CITY

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Legal Description of Property

18315047_v2



Roosevelt City

U T A H

Item No. _____

MEMO TO: <i>City Council</i> FROM: <i>Joshua Bake, City Manager</i>	Subject: <i>Uintah Basin Technical College Security Agreement 2022</i>
Recommendation: <i>Recommend that City Council Approve/Sign the 2022 Uintah Basin Technical College Security Agreement</i>	Date: <i>03/9/2022</i>
	Fiscal Impact: <i>\$90,000 paid to the City</i>
	Funding Source:
Background: <ul style="list-style-type: none">• In April 2021, the City of Roosevelt (hereinafter City) entered into a security agreement with Uintah Basin Technical College (hereinafter UBTech) to provide security services from August 25, 2021 until May 27, 2022 for \$90,000. (see attached agreement)• The City and UBTech are desirous to renew the agreement in 2022 by way of signing an Addendum to the initial term of the agreement. (see attached)• The Addendum will have an effective date of August 24, 2022 and will expire on May 26, 2023.• The compensation will remain the same at \$90,000.	
Attachments: <ul style="list-style-type: none">• <i>Uintah Basin Technical College Security Agreement</i>• <i>Addendum to the Initial Term of the Uintah Basin Technical College Security Agreement</i>	

U INT AH BASIN TECHNICAL COLLEGE SECUR ITY AGREEMENT

THIS AGREEMENT made and entered into on the 27th day of April, 2021, and becoming effective upon the same date, by and between Roosevelt City, a Municipal Corporation or the State of Utah located in Duchesne County, (hereinafter referred to as "City"), and Uintah Basin Technical College, (hereinafter referred to as "UBTech").

WHERE AS, Roosevelt City employs a Police Force to maintain order and to protect the citizens and visitors or the City; and

WHEREAS Roosevelt City's trained officers are qualified to provide security services; and

WHEREAS UBTech strives to provide a safe and secure environment for students, faculty, and staff; and

WHEREAS UBTech desires police presence on campus to support and assist students, faculty, and staff; and

WHEREAS the health, safety and welfare of the residents of and visitors to Roosevelt City, and the surrounding area, are best served by a safe and secure UBTech campus; and

WHERE AS, Roosevelt City and UBTech desire to join in the execution of this agreement to formalize the terms and conditions of this agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual entry into this agreement by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each party, the parties agree as specifically identified herein.

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

1. **PURPOSE** - The purpose of this contract is for UBTech to engage City to provide armed security services on the UBTech Roosevelt Campus.
2. **TERM** - This contract will become effective, for the period beginning August 25 2021 and ending on May 27, 2022, upon the approval and signature of the parties hereto.
3. **COMPENSATION** - As consideration for the performance of the services described in paragraph 4 herein, UBTech covenants and agrees to pay \$90,000 for the contracted period herein described in section 2 of the agreement. All payment shall be due within 30 days of invoice.

Payment under this agreement shall be from UB Tech to Roosevelt City. The City shall administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as social security and withholding taxes. City shall also be solely responsible for making all unemployment compensation contributions as required by federal and state laws and process claims as required;

4. **SCOPE OF SERVICES** - The administration at UB Tech will continue to address matters pursuant to and through the established Student Code of Conduct. Minor infractions occurring within programs will normally be handled by the program instructor or department head. The Vice President of Student Affairs or his/her designee is in charge of applying college wide sanctions for student misconduct. Infractions that violate state or federal laws will be subject to the security officer's duties and discretion.

The City will perform the following services in exchange for payment as described herein in fulfillment of the purpose of this contract.

The City shall provide officers currently LEO certified by POST to act as security guards. Officers shall be both uniformed and armed. Guard services shall be provided in the form of one (1) guard Monday through Friday on days in which classes are in session during Fall, and Spring semester. Guard services shall begin at 7:45 AM and continue to 3:45 PM for a total of eight hours each day. The parties may negotiate different schedules pursuant to this contract as they find mutually agreeable.

Services to be provided include safeguarding the UB Tech students, employees, guests, visitors, vendors and facilities. Safeguarding those mentioned shall be accomplished by enforcing Utah State Code and/or Roosevelt City Ordinances, subject to officer discretion. Services to be provided include, but are not limited to, enforcement of laws pertaining to the following types of criminal activity: Parking, Drugs and Alcohol, Assault, Disturbing the Peace, Harassment, Sexual Violence, Relationship/Dating Violence, Domestic Crimes/Retaliation/Stalking, Truancy, Weapons. Services shall also include: allowing only authorized persons access to restricted areas in accordance with UB Tech requirements; monitoring and investigating of any internal alarm systems; checking to ensure all entrances and exits are secure; deterring acts of vandalism, theft from campus stores, graffiti, burglary, trespassing, and other hazardous, criminal, or unauthorized activities; conducting security patrols; responding to calls regarding any emergency situations on UB Tech premises; roving patrol of property to detect and prevent criminal or unauthorized activities; and monitoring the parking areas.

The guards must be trained and capable of handling any and all incidents in a lawful and professional manner.

City shall ensure that all officers are fully equipped pursuant to department policies pertaining to patrol officers and that all equipment is functioning properly. City shall further ensure that all officers are in regular Roosevelt City Police Department Uniforms which are recognizable and identify the guard as a Roosevelt City Police Officer.

City shall ensure that the armed security employee reports to work at the time and place agreed upon by the City and UB Tech and that they do not leave until the agreed upon time unless they are responding to an emergency as described herein.

City shall ensure that guard(s) do not engage in personal activities (texting, personal phone calls, reading magazines, etc.) that interfere with their duties under this agreement.

Guards shall be allowed to temporarily leave the premises if their assistance is required regarding an emergency off UB Tech premises. City shall make a good faith effort to return or replace the guard as soon as practicable.

City shall maintain a sufficient pool of qualified guards large enough that if, for any reason, the scheduled guard does not report for duty or must be replaced, the City can provide a replacement guard within two hours after notification.

City shall ensure the guard will produce data for reports as per request.

5. **HOLD HARMLESS** -To the fullest extent allowed by law, UB Tech shall indemnify, defend, save and hold harmless, protect, and exonerate City, its respective board members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by UB Tech and/or its partners, principals, agents, employees and/or subcontractors in the performance of this agreement.
6. **INDEPENDENT CONTRACTOR STATUS**-City and its employees shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for UB Tech. Nothing contained herein shall be deemed or construed by the City or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and UB Tech. City's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of UB Tech.
7. **SUBCONTACTING OR ASSIGNING** - City acknowledges that it was selected by UB Tech to perform the services required hereunder based, in part, upon City's specialized ability and authority to enforce the law in Roosevelt City. City shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the UB Tech, which UB Tech may, in its sole discretion, approve or deny with or without reason. Any attempted assignment or transfer of its obligations

without such consent shall be null and void. No such approval by UBTech of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of UBTech in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that UBTech may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

8. **FORCE MAJEURE** - Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, a party hereto shall notify the other party immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the parties hereto mutually agree otherwise.
9. **CONFIDENTIALITY** -It is recognized that City is subject to the Government Records Access Management Act. If a public records request is made for any information regarding this agreement City will comply with State law governing the request and inform the college.
10. **APPLICABLE LAW** -The contract shall be governed by and construed in accordance with the laws of the State of Utah and any litigation with respect thereto shall be brought in the courts of the State. City shall comply with applicable federal, state, and local laws and regulations.
11. **INSURANCE** - City represents that it will maintain workers' compensation insurance as required by the State of Utah which shall inure to the benefit of all of the City's personnel provided hereunder; comprehensive general liability or professional liability insurance. City represents that it will maintain automobile liability insurance covering all vehicles used in the contract work.
12. **FAILURE TO ENFORCE**- Failure by either party at any time to enforce the provisions of this agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the agreement or any part thereof or the right of the party to enforce any provision at any time in accordance with its terms.

13. **INTEGRATED AGREEMENT/MERGER** - This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by UBTech and City.

14. **MODIFICATION OR RENEgotiation** - This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

15. **TERMINATION** - Both parties hereto shall have the right upon ninety (90) days written notice to the other party, to terminate this agreement without damage, penalty, cost or expenses of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **VALIDITY/SEVERABILITY** - If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

17. **ATTORNEY FEES** - In the event action is brought by any party to enforce any terms of this agreement, the prevailing party shall recover from the other party reasonable attorney fees.

18. **NOTICES** - All notices to UBTech shall be deemed served upon mailing by first class mail, addressed to UBTech at: 1100 East Lagoon Street, Roosevelt, UT 84066.

All notices to City shall be served upon the Roosevelt City Clerk subject to all Utah State laws as amended and any applicable legally recognized procedures.

The City will coordinate all contractual communications with The Office of the President at UBTech.

ENTIRE AGREEMENT - The foregoing agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands as of the day and year first above written. Executed in duplicate.

UBTech

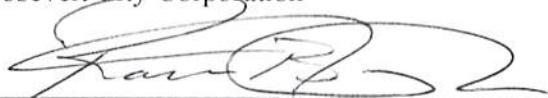
Signature:

College President/CEO

Aaron K. Weight



Roosevelt City Corporation



Roddie I Bird Jr., Mayor

ATTEST:



Glenda Hoddeich, City Recorder

ADDENDUM TO THE INITIAL TERM OF THE
UINTAH BASIN TECHNICAL COLLEGE SECURITY AGREEMENT

This addendum shall become effective as of the _____ day of _____, 2022.

The original agreement made on April 27, 2021 between Roosevelt City, a Municipal Corporation of the State of Utah located in Duchesne County, (hereinafter referred to as "City") and Uintah Basin Technical College, (hereinafter referred to as "UBTech").

TERM-This contract will become effective, for the period beginning August 24, 2022, and ending on May 26, 2023, upon the approved and signature of the parties hereto.

COMPENSATION-As consideration for the performance of the services described in the Uintah Basin Technical College Security Agreement, UBTech covenants and agrees to pay City \$90,000 for the contracted period herein described in this addendum. All payments shall be due within 30 days of invoice.

ENTIRE AGREEMENT-The foregoing agreement, including the changes to the dates of service outlined in this addendum and including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party.

IN WITNESS WHEREOF, the parties to this agreement have hereto set their hands as of the day and year first above written. Executed in duplicate.

UBTech

Signature: _____

College President/CEO

Aaron K. Weight

Roosevelt City Corporation

Signature: _____

Roddie I Bird Jr., Mayor

ATTEST:

Signature: _____

Rhonda Goodrich, City Recorder