



ROOSEVELT CITY | UT

June 18, 2024

Notice is hereby given that the Roosevelt City Council will hold their regularly scheduled meeting on Tuesday June 18, 2024, at the Roosevelt Municipal Building, 255 South State Street, Roosevelt, Utah. The meeting shall begin promptly at 05:30 PM.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **OPENING CEREMONY**

Prayer and Pledge of Allegiance

4. **APPROVAL OF PREVIOUS MINUTES**

4.A. ROOSEVELT CITY COUNCIL 06/04/2024, SUNSHINE BELLON

Attachments

1. [06.04.24 Minutes Draft.pdf](#)

5. **PUBLIC COMMENT PERIOD**

Three (3) minute time limit per speaker. If you would like to make a comment, but are unable to attend the meeting, please consider emailing your comment to citycouncil@rooseveltcity.com.

6. **COUNCIL APPOINTMENTS**

7. **COMMITTEE APPOINTMENTS**

8. **PUBLIC HEARING(S)**

8.A. PUBLIC HEARING- FY25 ROOSEVELT CITY BUDGET ADOPTION, RHONDA GOODRICH

Adopt the FY25 Roosevelt City Budget

8.B. ORDINANCE 2024-442 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROOSEVELT, UTAH ENACTING COMPENSATION INCREASES FOR SPECIFIC CITY OFFICERS, RHONDA GOODRICH

Utah Code [10-3-818](#) requires municipalities to adopt an ordinance enacting compensation or compensation schedules for "executive municipal officers" prior to adopting a final budget.

Attachments

1. [2024-442 ENACTING COMPENSATION INCREASES FOR SPECIFIC CITY OFFICERS- DRAFT.pdf](#)

9. **ACTION ITEMS**

9.A. BASKETBALL COURT APPROVAL, AARON BROWN

Seeking approval to start the process of building the new basketball court in the approved location at Central Park. Will need to remove trees, pour pad, add lights, two new poles and hoops, fencing and painting court lines

Attachments

1. [Basketball Electircal bid.pdf](#)

2. [Basketball Cement Bid.jpg](#)

3. [Basketball fence bid.pdf](#)
4. [basketball hoop bid 2.PNG](#)
5. [basketball hoop bid 3.PDF](#)
6. [basketball hoop bid.PNG](#)
7. [Basketball Striping Bid.pdf](#)
8. [Basketball Project Costs.pdf](#)
9. [Basketball Tree Removal Bid.pdf](#)

9.B. GOLF COURSE CAFE PROPOSAL APPROVAL, AARON BROWN

Elsa Tacos is interested in running the Café at the golf course. Looking for council approval.

Attachments

1. [Elsa's Taco Proposal.pdf](#)

9.C. RESOLUTION 2018-284 DISCUSSION RE: AGENDA CLARIFICATION , JOSHUA BAKE

Discuss the process of who can add an item to City Council agendas.

Attachments

1. [2018-284 City Council Rules of Order.pdf](#)

9.D. GUN RANGE OPERATIONS DISCUSSION, JOSHUA BAKE

Discuss the process and logistics of the operation of the Rough Riders Shooting Complex

9.E. INTERLOCAL AGREEMENT- MOTOROLA FLEX PUBLIC SAFETY SYSTEM, ALLAN TUCKER

Uintah County has been paying for the Spillman server for Uintah County and Roosevelt City. Now that Duchesne County is also using the server, Uintah County is requesting an agreement between all entities using the server to help cover the costs of maintenance.

9.F. FRAUD RISK ASSESSMENT , JOSHUA BAKE

Annual report of the City's Fraud Risk Assessment

9.G. APPROVAL OF PURCHASE AND SALE OF REAL PROPERTY AGREEMENT FOR THE SALE OF A PORTION OF MUNICIPALLY-OWNED REAL PROPERTY, JOSHUA BAKE

9.H. NUZZLES PUBLIC SPAY NEUTER, ALLAN TUCKER

The program will run July-October and we estimate doing 8-12 runs depending on public need. Runs will be approximately 28 animals each. Each animal is \$70.

We are looking at minimum of \$15,680 and maximum of \$23,000.

People will pay us for their animal and we will pay each run invoice to nuzzles, this will not be an expense without a revenue to match. Nuzzles has a volunteer transporter and will cover the liability documents for their transportation and spay/neuter. (our shelter just ensures those documents are filled out and our shelter will coordinate the appointments with nuzzles).

9.I. MULTI-JURISDICTIONAL BUILDING INSPECTION AGREEMENT, DREW ESCHLER

In response to the new HB-518 bill that was passed, we are required to have three (3) backup building inspectors within the surrounding entities. We are working with Vernal City, Naples City, and Uintah County.

Attachments

1. [Multi-Jurisdictional Building Inspection Services Agreement.pdf](#)

9.J. MOON LAKE ELECTRIC EASEMENT ON R HILL, DREW ESCHLER

UCA needs to have access to power. Moon Lake will be able to supply this site with power and will need an easement from Roosevelt City. Said easement is approximately 300'.

Attachments

1. [MLEA 'R-Hill' Easement.pdf](#)

9.K. TITLES 10 & 12, DREW ESCHLER

On going discussion for Titles 10 & 12. Council has tabled this for a few meetings, and we are looking for direction and approval for these titles.

10. EXPENDITURE APPROVAL & FINANCIAL REVIEW

11. CAPITAL PROJECT UPDATES

12. CITY MANAGER REPORT

13. COMMITTEE REPORTS

14. ITEMS FOR FUTURE DISCUSSION

15. CLOSED SESSION

As for the purposes listed in Utah Code 52-4-205

15.A. CLOSED SESSION UNDER SECTION 52-4-205, JOSHUA BAKE

The Council will consider a motion to enter into Closed Session. A closed meeting described under Section 52-4-205 may be held for specific purposes including, but not limited to:

a. discussion of the character, professional competence, or physical or mental health of an individual;

b. strategy sessions to discuss collective bargaining;

c. strategy sessions to discuss pending or reasonably imminent litigation;

d. strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would:

(i) disclose the appraisal or estimated value of the property under consideration; or

(ii) prevent the public body from completing the transaction on the best possible terms;

e. strategy sessions to discuss the sale of real property, including any form of a water right or water shares, if:

(i) public discussion of the transaction would:

(A) disclose the appraisal or estimated value of the property under consideration; or

(B) prevent the public body from completing the transaction on the best possible terms;

(ii) the public body previously gave public notice that the property would be offered for sale; and

(iii) the terms of the sale are publicly disclosed before the public body approves the sale;

f. discussion regarding deployment of security personnel, devices, or systems; and

g. investigative proceedings regarding allegations of criminal misconduct.

A closed meeting may also be held for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137, and for other lawful purposes that satisfy the pertinent requirements of the Utah Open and Public Meetings Act.

16. ADJOURN

Further information can be obtained by contacting Sunshine Bellon at (435) 823-0519 In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Sunshine Bellon at 255 South State Street, Roosevelt, Utah, 84066, at least three days prior to the hearing to be attended.



ROOSEVELT CITY | UT

June 04, 2024

ROOSEVELT CITY COUNCIL MINUTES

1. CALL TO ORDER

At 5:30 p.m. Councilman Don Busenbark called the meeting to order.

Councilman Aland motioned to appoint Councilman Busenbark Mayor Pro Tem and was seconded by Councilman White. The motion passed unanimously, and Councilman Busenbark began the meeting.

2. ROLL CALL

Members Present:

Cody Aland, Don Busenbark, Dustin White, J.R. Bird (*Participated electronically, then joined the meeting in person approximately 27 minutes into the meeting.*)

Members Absent:

Audrey Goodrich, David Baird

3. OPENING CEREMONY

Prayer and Pledge of Allegiance

Councilman White offered the opening prayer.

Police Lieutenant Allan Tucker led the Pledge of Allegiance.

4. APPROVAL OF PREVIOUS MINUTES

4.A. ROOSEVELT CITY COUNCIL 05/21/2024, SUNSHINE BELLON

Agenda Attachments

1. [05.21.24 Draft Minutes.pdf](#)

Motion to approve the previous minutes submitted by Dustin White. Seconded by Cody Aland

Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

4.B. ROOSEVELT CITY COUNCIL 05/21/2024 05:30 PM, SUNSHINE BELLON

[Unposted Minutes](#)

[Posted Minutes](#)

5. PUBLIC COMMENT PERIOD

Three (3) minute time limit per speaker. If you would like to make a comment, but are unable to attend the meeting, please consider emailing your comment to citycouncil@rooseveltcity.com.

Val Labrum- Not in favor of allowing walkers (non-golf uses) at the Golf Course. [Link to Mr.Labrum's comment in the meeting video](#)

Allen Mortensen- Not in favor of allowing walkers (non-golf uses) at the Golf Course. [Link to Mr.](#)

[Mortensen's comment in the meeting video](#)

Allan Smith- Not in favor of allowing walkers (non-golf uses) at the Golf Course. [Link to Mr.Smith's comment in the meeting video](#)

Brad Hancock- Not in favor of allowing walkers (non-golf uses) at the Golf Course. [Link to Mr.Hancock's comment in the meeting video](#)

Bishop Blackhair Mr. Blackhair addressed the Council regarding issues that he has faced with accessibility in Roosevelt City. Mr.Blackhair explained told the council about many issues he had encountered while trying to commute through the city using his motorized wheelchair. Mr. Balckhair cited issues with sidewalk maintenance and ramp access which made traveling along them unsafe, or simply not possible. Mr. Blackhair also talked about issues he had encountered trying to enter local businesses which did not have ramps, or wide enough doorways for him to access, as well as not being able to access restrooms because they were located downstairs. Mr. Blackhair stated that this was a violation of the ADA and encouraged the city to do something about it. [Link to Mr. Blackhair's comment in the meeting video](#)

Hal Blanchard- Not in favor of allowing walkers (non-golf uses) at the Golf Course. [Link to Mr. Blanchard's comment in the meeting video](#)

Helio Barahona - Mr. Barahona addressed the Council regarding his request for a new water connection in a moratorium area. [Link to Mr.Barahona's comment in the meeting video](#)

6. COUNCIL APPOINTMENTS

To make an appointment to appear before the Roosevelt City Council, please visit rooseveltcity.com/council or contact the City Recorder.

7. COMMITTEE APPOINTMENTS

8. PUBLIC HEARING(S)

8.A. FY25 BUDGET APPROVAL FINAL, RHONDA GOODRICH

Final approval of FY25 Budget for all funds

[Link to FY25 BUDGET APPROVAL FINAL](#)

City Manager, Joshua Bake, presented the proposed Fiscal Year 2025 budget on behalf of Rhonda Goodrich, who was not able to attend. Mr. Bake provided the Council with some background information on the budget drafting process, and explained that he had asked the department heads to turn in a flat budget for the upcoming fiscal year. Mr. Bake then provided an overview of the general fund budget of 10.3 million dollars as compared to the previous fiscal year budget of 10.9 million dollars, and a capital project budget of 10 million dollars (4.6 million of which is a carryover from the previous year) as compared to the previous fiscal year budget of 12 million dollars.

Motion to enter a public hearing to recieve comments on the proposed Fiscal Year 2025 Budget submitted by Don Busenbark. Seconded by Cody Aland
Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

Katie Duncan- Stated that she wanted her question on the record and then asked what the budgeted expenses and revenues were for the Golf Course budget. [Link to Ms. Duncan's question in the meeting video](#)

City Manager, Joshua Bake, responded to Ms. Duncan and explained that the estimated fiscal year 2025 revenue for the Golf Course is \$1,034,200 and the estimated expenses are \$1,410,053, which accounts for 14% of the City's total budget, and means that they are 73% self-funded.

Val Labrum- Mr.Labrum asked about the budgets for all other recreation and parks

departments. Mr Labrum was directed to the budget sheet on the screen and was shown the proposed recreation sub-department and parks budgets. Mr. Labrum then inquired if any "creative accounting" could be done to give the Golf Course credit (in terms of being self-funded) for water that they used that the city would have to pay assessments on whether or not it was used, as well as any unused water that the city was able to lease to a third party. Mayor Bird explained that the only water accounted for in the Golf Courses budget was the cost of the water that they actually used. [Link to Mr. Labrum's comment in the meeting video](#)

Motion to return to regular session submitted by Don Busenbark. Seconded by Dustin White
Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

Motion to table approval of the Fiscal Year 2025 budget until the next meeting (June 18, 2024) submitted by Don Busenbark. Seconded by Cody Aland
Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

8.B. SANITATION FEE SCHEDULE AMENDMENTS

K&K Sanitation is requesting that the Council approve a revision to the Sanitation portion of the Consolidated Fee Schedule which would increase the fee for second/ additional garbage cans at the same residence by \$1.

Agenda Attachments

1. [16 SANTIATION FEE SCHEDULE- June 4, 2024 Revisions.pdf](#)

[Link to SANITATION FEE SCHEDULE AMENDMENTS video section](#)

Mayor Bird explained that K&K had previously come before the Council to request a fee schedule adjustment to cover increased landfill costs. Previously they had intended to request an additional \$1 per can, including additional cans at each residence, however that change was not on the approved fee schedule.

Motion to enter a public hearing to receive comments on the proposed amendments to the fee schedule submitted by Don Busenbark. Seconded by Dustin White
Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

No comments were made regarding the proposed revision.

Motion to return to a regular session submitted by Don Busenbark. Seconded by Cody Aland
Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

Motion to approve the proposed revision to the fee schedule submitted by Dustin White. Seconded by Don Busenbark
Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

9. ACTION ITEMS

9.A. INTERLOCAL AGREEMENT- MOTOROLA FLEX PUBLIC SAFETY SYSTEM, ALLAN TUCKER

Uintah County has been paying for the Spillman server for Uintah County and Roosevelt City. Now that Duchesne County is also using the server, Uintah County is requesting an agreement between all entities using the server to help cover the costs of maintenance.

Agenda Attachments

1. [20240228 Final DRAFT Uinta Basin ILA Spillman jas edit.pdf](#)

This item was stricken from the agenda

9.B. WATER CONSERVATION GRANT APPROVAL, RYAN CLAYBURN

This agreement is between the State of Utah, Department of Natural Resources, (Board of Water Resources) and Roosevelt City. The general purpose of this agreement is to provide grant funds for partial payment of costs incurred to install approximately 11,500 feet of secondary water pipeline and approximately 146 secondary water service connections throughout the City.

Agenda Attachments

1. [Water Conservation Grant Roosevelt.pdf](#)

[WATER CONSERVATION GRANT APPROVAL section in meeting video](#)

City Manager, Joshua Bake, presented this item on behalf of Ryan Clayburn, who was not able to attend, and explained that staff were requesting formal approval to accept a 100% grant in the amount of 2 million dollars from the Utah Division of Water Resources to install approximately 11,500 feet of new secondary water service line.

Motion to approve submitted by Don Busenbark. Seconded by Dustin White

Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

9.C. RESOLUTION 2018-284 DISCUSSION RE: AGENDA CLARIFICATION , GRANT CHARLES

Agenda Attachments

1. [2018-284 City Council Rules of Order.pdf](#)

This item was stricken from the agenda.

9.D. J-U-B AGREEMENT FOR AIRPORT FENCING, KIRBY WOLFINJER

The existing steel angle posts with barbed wire perimeter fencing continues to deteriorate and has completely fallen in several areas. As commercial and industrial development continues to expand around the airport, there is an increasing need to replace the existing field fencing in these areas with 5-ft chain link fencing to protect the airport from human and vehicle intrusions. Project also includes design for an electronic/hydraulic lift gate at the Airport Entrance (with keypad), and a manual vehicle gate near adjacent to the City Water Fill Station.

Agenda Attachments

1. [Invoice_20240521_0001 J-U-B Council.pdf](#)

[J-U-B AGREEMENT FOR AIRPORT FENCING in meeting video](#)

Public Works Director, Kirby Wolfinger, requested that the council approve signing an agreement with J-U-B Engineering for the design/ building phase of the fencing rehabilitation and gate installation project at the municipal airport. Mr. Wolfinger stated that the City would be required to match \$4,310 in funding in order to secure \$92,000 in federal funds to complete the project.

Motion to approve the agreement submitted by Don Busenbark. Seconded by Cody Aland
Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

9.E. PROPOSED AMENDMENTS TO ROOSEVELT CITY CODE TITLES 10 & 12, DREW ESCHLER

Council requested staff recommendation for Title 10 snow removal and parking regulations. Title 12, specifically dealing with golf course rules is still undecided.

PROPOSED AMENDMENTS TO ROOSEVELT CITY CODE TITLES 10 & 12 in meeting video

Planning and Zoning Division Manager, Drew Eschler, presented the council with a proposed final draft of the winter on-street parking and snow removal section of Title 10 (Vehicles and Traffic) of the Roosevelt City Codes. Mr. Eschler explained that this version was the result of discussions between himself, Public Works Director Kirby Wolfinjer, and Police Chief Mark J. Watkins. Mr. Eschler stated that they felt this version of the code would address the issues that have been encountered surrounding snow-removal, while not being overly restrictive to the residents, as well as being the easiest option to enforce if necessary.

Regarding Title 12, Mr. Eschler told the Council that the rules for the Nature Park had been added to the proposed revisions. Mayor Bird added that this was the section that was relevant to all the comments about non-golf uses at the Golf Course. After Mr. Eschler read the proposed addition of R12.20.050 "Trespassing on Golf Course and Associated Grounds," Mayor Bird asked if this was addressed in the current adopted version of the code. Mr. Eschler responded that any text in red in the revision documents was considered a new addition.

Desi Grant-Requested to comment on this issue and was given permission. Mr. Grant expressed that he was not in favor of walkers being allowed on the Golf Course because of liability issues. [Link to Mr. Grant's comment in the meeting video](#)

Trudy Duncan- Mrs. Duncan also took the opportunity to address the Council on this matter and stated that she felt it was highly unreasonable that the City would not allow she and her husband to walk on the Golf Course in the early morning when people weren't even out golfing. Ms. Duncan also stated that walkers pick up garbage, and often alert golf course staff to issues on the course. [Link to Mrs. Duncan's comment in the meeting video](#)

Roger Hullinger - Mr. Hullinger stated that he echoed Mrs. Duncan's comments and that although the Golf Course had a low subsidies, it was still subsidized by taxpayers and that he felt there was a way to allow for reasonable non-golf use. Mr. Hullinger also suggested that homeowners who are on the perimeter of the Golf Course should be permitted to access it from their yards. [Link to Mr. Hullinger's comment in the meeting video](#)

Councilman Aland addressed concerns about walking access near the Golf Course by reminding residents that the City was planning to construct and extend the new walking path into that area, so they would not be without a walking resource.

Mayor Bird added that all the recreation in Roosevelt is subsidized, yet explicit use (single-use) facilities do exist. Mayor Bird then gave the example of the Aquatic Center, which is the most heavily subsidized recreational facility the city operates, and residents are not allowed to access it without paying. Just going to principal, if we try to restructure or re-identify the intended use of the golf course, it could open a can of worms.

Councilman White agreed that he did see a conflict in having walkers and golfers on the course at the same time. Councilman White also acknowledged that he didn't think it was fair that golfers had to pay to use the course, while walkers do not. If we were to make something work, it would have to stipulate that walkers and golfers couldn't use the course at the same time, and that everyone would have to pay.

Councilman Busenbark added that he was not unsympathetic to the walkers, but he was concerned about allowing some non-golf uses but not others, as well as concerns about walker safety. Councilman Busenbark gave the example of when the Greens Superintendent needs to close portions of the course to spray chemicals. Golfers are alerted to these

closures, but how would the walkers know that an area is closed?

Councilman Busenbark then read a note that Councilwoman Audrey Goodrich requested be shared in her absence. Councilwoman Goodrich's note suggested that the code could state that it was prohibited to slow or impede golfers on the course, rather than prohibit walkers outright. That way, walkers could still use the course, but Golf Course staff could still have the ability to address problems.

Trudy Duncan- Mrs. Duncan offered one last comment on the issue. Mrs. Duncan stated that although she would not agree if the Council decided to not allow walkers on the Golf Course, she would abide by it. However, she indicated that there are several existing rules on the Golf Course that she frequently sees violated, and that she will feel targeted if the City doesn't also start enforcing those rules. [Link to Mrs. Duncan's Comment in the meeting video](#)

Allen Mortensen- Mr. Mortensen added that he sees a lot of the same rules not being enforced as Mrs. Duncan, but felt that it was because the Golf Course didn't have the budget to do so. [Link to Mr. Mortensen's comment in the meeting video](#)

9.F. COURT LEASE AGREEMENT DISCUSSION

The Eighth District Court wishes to complete approximately \$250,000 worth of renovations to their leased space. Before making these improvements to our building, they are requesting an extended lease with the terms proposed below:

"extend the lease now (before we start any improvements in the fall) until 2035 with a 3% annual escalation starting from the \$9.01 psf current rate. I would also like another 5 year option on top of that term."

This item was stricken from the agenda

10. EXPENDITURE APPROVAL & FINANCIAL REVIEW

[Link to EXPENDITURE APPROVAL & FINANCIAL REVIEW in meeting video](#)

Motion to approve the presented expenditures submitted by Don Busenbark. Seconded by Cody Aland
Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

11. CAPITAL PROJECT UPDATES

There will be three ribbon-cuttings for City projects in the next few months. The Grand Opening of the Roosevelt Nature Park will take place on June 20th at 5:00 pm.

12. CITY MANAGER REPORT

13. COMMITTEE REPORTS

14. ITEMS FOR FUTURE DISCUSSION

15. CLOSED SESSION

As for the purposes listed in Utah Code 52-4-205

Motion to enter a closed session to discuss potential litigation and property acquisition submitted by Don Busenbark. Seconded by Dustin White

Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

16. ADJOURN

Further information can be obtained by contacting Sunshine Bellon at (435) 823-0519 In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Sunshine Bellon at 255 South State Street, Roosevelt, Utah, 84066, at least three days prior to the hearing to be attended.

Motion to adjourn submitted by Don Busenbark. Seconded by Dustin White
Ayes: Cody Aland, Don Busenbark, Dustin White

Nos: none

ORDINANCE 2024-442

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROOSEVELT, UTAH ENACTING COMPENSATION INCREASES FOR SPECIFIC CITY OFFICERS

WHEREAS, the Utah State Legislature during the 2024 General Session passed S.B. 91;
and

WHEREAS, S.B. 91 amended Utah Code Section 10-3-818 regarding City employee salaries; and

WHEREAS, the City of Roosevelt must now publish public notice and hold a separate public hearing on proposed compensation increases for executive municipal officers before adopting those increases; and

WHEREAS, the Roosevelt City Council finds that enacting the proposed compensation increases as set forth in this Ordinance will comply with Utah Code requirements and will promote the public health, safety, and welfare of the residents of the City of Roosevelt, Utah.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROOSEVELT, UTAH, THAT:

SECTION I – ENACTMENT

The attached Exhibit A contains compensation increases for executive municipal officers proposed for inclusion in the City's Fiscal Year 2025 budget.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Roosevelt heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Roosevelt City Council and following notice and publication as required by the Utah Code.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – PUBLIC NOTICE

The Roosevelt Recorder is hereby ordered, in accordance with the requirements of Utah Code § 10-3-710–711, to do as follows:

- a. deposit a copy of this ordinance in the office of the City Recorder; and
- b. publish notice as follows:
 - i. publish a short summary of this ordinance on the Utah Public Notice Website created in Utah Code § 63F-1-701 and on the City’s official website; and
 - ii. publish a short summary of this ordinance in a public location within the City that is reasonably likely to be seen by residents of the City.

ADOPTED AND PASSED by the City Council of the City of Roosevelt, Utah, this 18 of June 2024.

Signed: _____
Roddie I. Bird, JR Mayor

Attest: _____
Rhonda Goodrich, City Recorder

CITY COUNCIL VOTE AS RECORDED

Councilmembers:	Yes	No	Abstain	Excused
Cody Aland	_____	_____	_____	_____
David Baird	_____	_____	_____	_____
Don Busenbark	_____	_____	_____	_____
Audrey Goodrich	_____	_____	_____	_____
Dustin White	_____	_____	_____	_____
Mayor Roddie I. Bird, JR (tie only)	_____	_____	_____	_____

EXHIBIT A

DRAFT

Exhibit A

Job Title	Cost of Living Adjustment (COLA) <i>Effective July 1, 2024</i>	Merit Based Increase <i>Effective Jan. 1, 2025</i>	Total Increase Up To
City Manager	3%	2.5%	5.5%
Assistant City Manager	3%	2.5%	5.5%
City Attorney	3%	2.5%	5.5%
Finance Director/ Recorder	3%	2.5%	5.5%
Deputy Recorder	3%	2.5%	5.5%
Planning and Zoning Division Manager	3%	2.5%	5.5%
Human Resources Manager	3%	2.5%	5.5%
Aquatic Center Division Manager	3%	2.5%	5.5%
Recreation Department Head	3%	2.5%	5.5%
Parks Department Head	3%	2.5%	5.5%
Police Chief	3%	2.5%	5.5%
Public Works Director	3%	2.5%	5.5%
Water Source Division Manager	3%	2.5%	5.5%

GS Electric Inc
P.O. Box 116
Altamont, UT 84001
+14354543302
gselectric@stratanet.com

Estimate

ADDRESS
Roosevelt City 255 South State 36-8 Roosevelt, UT 84066

ESTIMATE #	DATE	
1004	06/12/2024	

DATE	TICKET NO.	LOCATION	AMOUNT
06/12/2024	Labor		3,200.00
06/12/2024	Material	Lights	5,300.00T
06/12/2024	Material	Mounts Wire Assessories	1,500.00T
06/12/2024	Equipment	trucks, Bucket trucks	1,200.00
SUBTOTAL			11,200.00
TAX			431.80
TOTAL			\$11,631.80

Accepted By

Accepted Date

Proposal



SILVER STOCK INC.

~~RR BOX 1214~~
ROOSEVELT, UTAH 84066
CLATE: (435) 823-7090

1436

PROPOSAL SUBMITTED TO <u>Roosevelt City</u>	PHONE	DATE <u>6-11-24</u>
STREET <u>1/2 Aaron Brown</u>	JOB NAME	
CITY, STATE AND ZIP CODE	JOB LOCATION	
ARCHITECT		JOB PHONE

We hereby submit specifications and estimates for:

- REMOVE 300, POUR 95'X54'X5" PAD W/ 3' GRID OF #4 REBAR. 140' OF THICKENED EDGE - SAW CUT & REMOVE DRINKING FOUNTAIN PAD. Install B-ball POLES

TOTAL \$ 59,296.00

Rock Clause: Any and all blasting, due to rock or any other reason the soil cannot be ripped with tractor and ripper, will be at a cost plus rate. Also removal of shot rock, cost plus rate.
Water Clause: Any excessive water that has to be pumped will be at cost plus rate.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payments to be made as follows: _____ dollars(\$)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, theft, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature

[Signature]

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance: _____

Signature

Earls Fence Company
PO Box 774
Fort Duchesne, UT 84026 US
+1 4357223170
jason@earlsfence.com

Estimate



ADDRESS
Roosevelt City

ESTIMATE #	DATE	
1108	06/11/2024	

P.O. NUMBER
CENTRAL PARK BASKETBALL COURTS

DESCRIPTION	QTY	RATE	AMOUNT
PROVIDE AND INSTALL APP. 55' OF 12' CHAIN LINK. 40WT FRAME WORK, 9GA WIRE	1	4,800.00	4,800.00
PROVIDE AND INSTALL APP. 82' OF 6' CHAIN LINK. 40WT FRAME WORK, 9GA WIRE	82	30.00	2,460.00

Quote for favorable digging conditions. Earl's Fence Co. reserves the right to add REASONABLE charges for rocky digging conditions and any excessive hand digging due to utility lines. Earls Fence Co. Is not responsible for any sprinkler damage. Additional winter rates may occur. If credit card is used a processing fee will be applied. Earl's Fence Co. is not responsible for property lines.

SUBTOTAL	7,260.00
TAX	0.00
TOTAL	\$7,260.00

Accepted By

Accepted Date

Quote good for 7 days.
Acceptance of this estimate
requires signature and 50%
deposit.

Shopping Cart



 Jaypro Sports

Ultimate Adjustable Gooseneck Outdoor Basketball System - Acrylic Board

Model: JPS-UAG-AC

\$3,428.95 each

SKU: JPS-UAG-AC



- 1 +

\$3,428.95

remove

 Shipment #1 Estimated Shipping (Freight): **\$501.78**

Item Total: \$3,428.95

Estimated Shipping Total: \$501.78

Estimated Order Total: \$3,930.73

 Calculate Shipping

 Checkout



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep
James Wright Email:jjwright@bsnsports.com | Phone:**214-459-9092**

Sold to
1483107
ROOSEVELT CITY PARK & RECREATI
255 S STATE ST # 36-8
ROOSEVELT UT 84066-2983
USA

Ship To
12899108
Roosevelt Golf Course
1155 Clubhouse Dr.
ROOSEVELT UT 84066
USA

Payer
1483107
ROOSEVELT CITY PARK & RECREATI
255 S STATE ST # 36-8
ROOSEVELT UT 84066-2983
USA

Quote	
Quote #:	21547664
Purchase Order #:	QT-AARON-GOOSENECK PKGE
Cart Name:	
Quote Date:	05/23/2024
Quote Valid-to:	00/00/0000
Payment Terms:	NT30
Ship Via:	
Ordered By:	

Item Description	Qty	Unit Price	Total
Standard Duty 4-1/2" O.D. Gooseneck Pkge Item # - NSPHG	2 EA	\$ 2,598.00	\$ 5,196.00

	Subtotal:	\$5,196.00
	Other:	\$0.00
Standard Duty 4-1/2" O.D. Gooseneck Basketball Package	Freight:	\$459.60
	Sales Tax:	\$0.00
PRODUCT DESCRIPTION	Order Total:	\$5,655.60
	Payment/Credit Applied:	\$0.00
	Order Total:	\$5,655.60

Designed for schoolyards, municipal parks, and recreation facilities,
the PK4530 standard-duty gooseneck playground system perfectly completes
outdoor basketball courts. This package features a 4-1/2" O.D. gooseneck
post with 48" safe play area, 42" x 60" acrylic backboard, and double
breakaway rim.



**SCHOOL
OUTFITTERS**

*Furnishing great
places to learn.*

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[Room Designs](#)

[Brands](#)

[Cooperative Purchasing](#)

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[Articles & Information](#)

Promotions

On Sale
Quick Ship
Clearance

Room Type

Infant & Toddler Room
Preschool Classroom
Elementary Classroom
Middle/High School Classroom
Art Room & Drafting
Auditorium & Lecture Hall
Cafeteria & Food Court
Computer Lab, Esports & Training Room
Hallway & Common Area
Library & Media Center
Makerspace & STEM Room
Music & Choir Room
Nurse's Office
Outdoor Classroom
Playground & Parks
Science Room & Labs
Teachers' Lounge & Breakroom
Vocational, Career & Technical Education

[Playground & Parks](#) > [Basketball Hoops](#) > [Mega-Duty Playground Basketball System](#)

Mega-Duty Playground Basketball System w/ Unbreakable Polycarbonate Backboard (72" W x 42" H)

by [Bison Sports](#) | SKU: BIS-PR74 ★★★★★ | [Q & A](#)



Shipping Estimate*

Estimated Shipping Cost: \$1,150.73
Product Cost: \$4,719.99
Estimated Total Cost: \$5,870.72

*Why is this cost estimated? Shipping & handling costs on many larger items depend on variables such as whether you have a loading dock and whether you need help getting your merchandise off the truck.

\$4,719.99

Select Options:

1) Select Style: Unbreakable Poly...

1

Add to Cart

84066

Calculate Shipping

Due to this product's size, our team may need to contact you to calculate shipping.

ESTIMATE

Starr Striping
5051 S Commerce Dr
Murray, UT 84107

lisa@starrstriping.com
+1 (801) 877-9877
starrstriping.com



Aaron Brown

Bill to
Aaron Brown
Roosevelt City

Ship to
Aaron Brown
Roosevelt City

Estimate details

Estimate no.: 20230410-82
Estimate date: 06/11/2024
Expiration date: 07/11/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Basketball court	Full-Size College Basketball Court w/Blue Recreation, Paint School or Sports	1	\$2,200.00	\$2,200.00
Total						\$2,200.00
Expiry date						07/11/2024

Silver Stock Inc Cement bid

95'x54'x5" pad with 3' grid #4 rebar,140' of Thickened edge, saw cut and remove drinking fountain pad, remove sod, gravel. Install bball poles. Total \$59,296.00

Tree Removal

Kim Harding 4 trees with stumps dug out \$9,000, \$2500 for the 5th tree by ambulance building bid through text message

J & J Tree removal remove all 5 trees and dig out stumps \$8,000

Two Acrylic Basketball Hoops with pole and shipping

School Outfitter \$11,741.44

Schools IN \$7,861.46

BSN Sports \$5,655.60

Painting Lines on Court

Starr Striping \$2,200

Fencing to fence halfway around basketball court 12'x6'

Earls Fence \$7,260

Lighting

GS electric \$11,631.80

Cement \$59,296

Tree Removal \$8,000

Two Hoopes \$5,655.60

Lines \$2,200

Fencing \$7,260

Lighting \$11,631.80

Total \$94,043.40

7059

CUSTOMER'S ORDER NO.	DEPT.	DATE
Roosevelt City Vt	P02501	6-5-24
NAME J & J Tree Service & landscaping & fencing & firewood LLC		
ADDRESS 251 E 4500 S Vernal Vt 94019-973247588		

SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD.	PAID OUT
QUAN	DESCRIPTION	PRICE	AMOUNT				
1	Removing 5 trees & taking	\$ 8000	20				
2	out STOMPS for a total						
3	Price of \$8000						
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

Roosevelt Golf Course Café Proposal to operate

Elsa's Taco would like to serve at Roosevelt Café. We take pride in our product and service and will do our very best to make the customer happy. We are registered and certified. We would like to start August 1, 2024 and end in October 31, 2024. Operating hours can vary with needs but we be open minimum 11-2 and 5-9. We propose to pay \$200 per month and would keep the rest of the terms in the contract. Our menu is below with pricing. Please consider us and hope to make a future agreement next year and more years.

Hamburger and fries \$11

Cheesburger and fries \$12

Bacon Cheesburger and fries \$13

Hotdog and chip \$3

Deserts \$5

Chips and salsa \$7

Tacos \$3.50

3 taco meal with rice and beans \$15

Thanks!

Elsa's Tacos

Elsa Madriz

435-401-8420

RESOLUTION 2018-284

City Council Rules of Order and Procedure

Pursuant to Utah Code 10-3-606, the Roosevelt City Council hereby adopts the following rules of order and procedure to govern the meetings of the city council. The city shall comply with all required procedures contained in Utah Code Title 52, Chapter 4, Open and Public Meetings Act.

WHEREAS, the Roosevelt City Council is mandated by law to hold regularly scheduled meetings; and

WHEREAS, said meetings are to be open to the public unless lawfully closed; and

WHEREAS, the Council is not obligated to allow public input during such meetings, but does desire to allow public input and participation at such meetings in a professional manner; and

WHEREAS, it is the Council's intent and desire to strike an appropriate balance between the Council's need and obligation to conduct city business in an efficient manner, and to also allow public input at meetings;

BE IT HEREBY RESOLVED that the Roosevelt City Council approves and adopts the following policies and procedures for conducting its public City Council meetings by providing the citizenry a fair and orderly forum for public input.

1. Public Meetings

Council meetings, including regular meetings, special meetings and work sessions, shall be open to the public. Council meetings lawfully designated as closed shall be accessible only to members of the City Council and others specifically invited to attend, and shall not be open to the public. The purpose of a public meeting is to allow citizens and other interested parties to observe the meeting.

2. Closed Meetings

Council agrees to follow the laws of the State of Utah regarding closed meetings. In addition, Council will, whenever possible, have the closed portion of meeting as the last item for consideration by Council in order to accommodate both the press and the public who wish to attend the open portion of the meeting.

3. Special Meetings

The Mayor of a municipality or two Council Members may order the convening of a special meeting of the Council. Each order convening a special meeting of the Council shall be entered into the minutes of the meeting and provide at least three hour notice of the special meeting. The City Recorder shall serve notice of the special meeting on each Council Member who did not sign the order by delivering the notice to each member of the Council. The personal appearance by the Council Member at a special meeting constitutes a waiver of the required notice. A notice and agenda will be prepared and posted on the state public notice web page, the Roosevelt City web page, and posted at the location of the special meeting and sent to the local newspaper.

4. Work Session

Members of the City Council and/or the Mayor may call for a work session at any time. Work sessions shall be devoted exclusively to matters and discussion deemed essential and preliminary to the formal Council Meetings.

5. Public Hearings

Public meetings are not necessarily public hearings. A public meeting may be limited to observation by the public. A public hearing allows public input and commentary, as required by law. A meeting is not a public hearing unless specifically required and designated as such.

6. Agenda Items

The agenda will be the guide to the meeting. While matters not on the agenda may at times come up for discussion, no final action can be taken on any matter not on the agenda. Any member of the City Council, the Mayor or City Recorder may request any item of business to appear on the agenda for Council consideration. The individual making the request shall be the sponsor and provide the City Recorder, who prepares the agenda, any and all supporting documentation, if applicable. This must be turned in by 5:00 p.m. eight (8) calendar days prior to the scheduled Council meeting in which the item will be discussed. If an ordinance or resolution is the subject matter, it must be attached. The agenda, and all documentation relating thereto shall be distributed to the City Council and made available to the public via the Utah State website, seven (7) calendar days prior to the meeting.

The Mayor shall open and introduce an item on the agenda in order, unless the Mayor feels there is good reason to go out of order. If the item requires discussion, the Council Members can consider the item in a polite, civil exchange of ideas for as long as necessary. The Mayor may or may not, at his or her discretion, allow members of the public or staff to participate in the discussion. When the Mayor thinks the discussion has gone on long enough, and the item is one that requires a decision of the Council, the Mayor can call for a vote on the matter. Any Council Member, who desires, can at any time also ask the Mayor to either move on to the next agenda item or call for a vote on the item. No formal motions or seconds are required or necessary to end the discussion.

7. Quorum Defined

The number of Council Members necessary to constitute a quorum in a municipality operating under a six member council form of government is three, excluding the mayor.

8. How the Vote Is Taken

A roll call vote shall be taken and recorded for all ordinances, resolutions and any action which would create a liability against the municipality and in any other case at the request of any member of the governing body by a "yes" or "no" vote and shall be recorded. Every resolution or ordinance shall be in writing before the vote is taken.

9. Minimum vote required

- (1) The minimum number of yes votes required to pass any ordinance or resolution or to take any action by the Council, unless otherwise prescribed by law, is a majority of the voting members of the Council, without considering any vacancy in the Council.
- (2) Any ordinance, resolution or motion of the Council having fewer favorable votes than required in this section is defeated and invalid.
- (3) Notwithstanding, a Council Meeting may be adjourned to a specific time by a majority vote of the Council even though the majority vote is less than required in this section.
- (4) A majority of the Council Members, regardless of number, may fill any vacancy in the Council as provided under Utah Code 20-A-01-510.

10. Reconsideration

Any action taken by the governing body may not be reconsidered or rescinded at any special meeting unless the number of members of the governing body present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

11. Rules of Conduct for Members of the Governing Body

The governing body of each municipality may fine or expel any member for disorderly conduct on a two-thirds vote of the members of the governing body.

12. Rules of Conduct for the Public

The governing body, on a 2/3 vote, may expel any person who is disorderly during the meeting. This section or any action taken by the governing body does not preclude prosecution under any other provision of law.

13. Citizen Comment Period

A time during the initial portion of the regular Council Meeting may be reserved for citizens' comment period. The comment period is limited to 15 minutes. Any person wishing to comment shall limit their comments to three (3) minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the front and state his/her name and address for the record. All comments shall be directed to the Mayor or entire Council. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 15-minute period. During this time, citizens may address the Council on any subject.

The Mayor may request citizen comment during other portions of the Council meeting, as he/she sees fit.

14. Council Business

- (1) **MOTIONS:** All Council decisions shall be made by motion. Submitting a motion is a request for action made to the other Council Members. Any Council Member may move or submit a motion to the other Council Members on any item being discussed. Before submitting a motion, the moving Council Member shall seek recognition from the Mayor, then clearly state the substance of the motion as briefly as possible. The Mayor shall then repeat the motion or ask the Recorder for a restatement, then ask for a second on the motion. Any Council Member, other than the one who submitted the motion, may provide the second. After receiving the second, if any, the Mayor shall ask for discussion before a vote on the motion. Those supporting the motion shall state "yes, all others shall state "no" or "abstain".
- (2) **AMENDMENTS:** Any Council Member may amend motions. The process of amendment shall follow the process as set forth above. However, an amendment must be submitted to the Council prior to final consideration of the original motion.

15. Severability

The invalidation of any portion of this resolution by any court of competent jurisdiction shall not affect the remaining portions of the resolution, and the same shall continue in full force and effect. Moreover, this resolution is not meant to be exhaustive and shall be controlled by State law where it is silent.

16. Procedure In Absence of Rule

In the absence of Council rule, governing procedure, or order, Robert's Rules of Order shall prevail.

17. Anonymous Communication

Unsigned or anonymous communications will not be introduced.

EFFECTIVE DATE: This resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED this 23rd day of January, 2018.

CITY OF ROOSEVELT



Roddy I. Bird Jr. Mayor

ATTEST:



Carolyn Wilcken, City Recorder

ROLL CALL VOTE	AYE	NAY
Councilman Aaron Weight	X	
Councilman Joe Burdick	X	
Councilman Dustin White	X	
Councilman David R. Labrum	X	
Councilman David Baird	X	

MULTI-JURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT, effective as to each Party as of the date indicated on each Party's execution page, is entered into by and among the undersigned jurisdictions (collectively, "the Parties" and individually, "a Party").

RECITALS

- A. Each Party possesses building inspectors, equipment, and trained personnel necessary for conducting inspections to ensure compliance with applicable building permits and regulations.
- B. Each Party desires to cooperate with and assist the others at times to facilitate the timely completion of building inspections.
- C. The Parties wish to benefit all Parties and their residents by entering into an Agreement that sets forth procedures by which a Party may perform a building inspection within another Party's jurisdiction at the request of the Party having jurisdiction.
- D. The Parties also intend to be on one another's "Third-party inspection firm list" as required by Utah Code Ann. Section 15A-1-105.
- E. The Parties intend by this Agreement to assist one another whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared, or is available, for assisting other Parties.
- F. This Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Parties agree as follows:

1. **PURPOSE.** This Agreement aims to enhance the health, safety, and welfare of the Parties' citizens by facilitating mutual assistance and enabling the sharing of resources and capabilities as determined by each participating jurisdiction. This Agreement is intended to be complementary and work in conjunction with any other interlocal or aid agreements between or among Parties to this Agreement. Services provided pursuant to this Agreement shall not be used to substitute for or supplant day-to-day full and continuing building inspections within a Party's own geographic area of jurisdiction. If providing assistance becomes burdensome, the Building Officials will investigate ways to overcome the burden.

2. **CONSIDERATION.** The Parties acknowledge the sufficiency of mutual benefits and promises exchanged under this Agreement as adequate consideration for their commitments herein.

3. **SERVICE AREA.** The service area under this Agreement encompasses the collective territories of the undersigned jurisdictions, as specifically detailed herein. By signing the Agreement, the governing body of each Party is hereby deemed to have approved the provision of assistance beyond its boundaries, and any assistance provided pursuant to this Agreement shall not require any further approval by the governing body of any Party.

4. **RESPONSE.** The Parties will each provide their available personnel and equipment to assist any other Party upon request by any other Party, provided that the responding Party shall have personnel and equipment reasonably available for use in its own jurisdiction, in the sole discretion of the responding Party. No Party shall be considered an agent of another Party under this Agreement except pursuant to a separate explicit signed agreement to that effect. a. Mutual Assistance: Requests for assistance will typically be made from one Party's Building Official to another Party's Building Official when the requesting Party foresees that the requesting Party will be unable to perform one or more building inspections within three business days of a building permit applicant's request. b. Third-Party Inspection Firm List: The Parties agree to be listed on one another's "third-party inspection firm list" as defined in Utah Code Ann. Section 15A-1-105. If a Party is unable to perform a building inspection within three business days of a building permit applicant's request, and the building permit applicant is therefore entitled to select a third-party inspection firm pursuant to Utah Code Ann. Section 10-6-160(2)(b) or Utah Code Ann. Section 17-36-55(2)(b), and the building permit applicant selects and contacts another Party, the Party contacted by the building permit applicant shall notify the building permit applicant of the contacted Party's availability. At the building permit applicant's request, the contacted party shall schedule the building inspection according to availability.

5. **FEES.** For each calendar month, each responding Party will provide up to eight hours of building inspections to each requesting Party. A Party with jurisdiction over the building permit application will be considered the requesting Party for a building permit applicant's request. Additional hours will be billed at the rate of \$86.00 per hour, plus mileage. At the discretion of the responding Party, the responding Party may bill the requesting Party within 60 days of the end of the calendar month. Building inspections shall only be provided within the boundaries of the requesting Party and shall not be provided to cover areas outside the boundaries of the requesting Party even if the requesting Party has an agreement to provide service to another party who is not signatory to this Agreement.

6. RIGHT TO DECLINE REQUEST. A responding Party will only be obligated to fulfill requests under this Agreement if, at its sole discretion, such actions do not compromise its ability to provide building inspection services within its own jurisdiction.

7. INSURANCE. Each Party is solely responsible for providing workers' compensation and benefits for its own officials, employees, and volunteers who provide services under this Agreement to the extent required by law. Each Party will obtain insurance, become a member of a risk pool, or be self-insured to cover any liability and all costs of defense, including attorney's fees, arising out of services rendered under this Agreement, including negligent acts or omissions to act and the civil rights violations of any person.

8. GOVERNMENTAL IMMUNITY. The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act in which immunity and damage caps are expressly preserved and retained. The Parties retain the same privileges and immunities from liability when responding to a request for assistance outside its jurisdictional area as it possesses in the performance of its duties within its own territorial jurisdiction. All obligations imposed upon the Parties or their employees and volunteers by virtue of the execution of this Agreement are considered within their current scope of employment with each Party.

9. INDEMNIFICATION. Subject to the terms of the Immunity Act, and as provided herein, it is mutually agreed that the Parties are each responsible for their own negligent, reckless, or intentional acts or omissions which are committed by them or their agents, officials or employees. Furthermore, each Party agrees to indemnify, defend, and hold each other harmless from any and all damages or claims for damages occurring to persons or property as a result of the negligent, reckless, or intentional acts or omissions of its own officers, employees, and agents involved in providing services and equipment, or the use of such equipment, under the terms of this Agreement. This duty to indemnify, defend, and hold each other harmless includes costs or expenses in law or equity, including attorney's fees. The terms of this paragraph will survive the termination of this Agreement.

10. EFFECT OF DEATH OR INJURY WHILE WORKING OUTSIDE OF PARTY'S AREA. The death or injury of any Party's employees or volunteers working outside the territorial limits of the governmental entity will be treated in the same manner as if

he/she were killed or injured while that department was functioning within its own territorial limits, including for purposes of receiving benefits under the Utah Workers' Compensation Act.

11. NO WAIVER OF LEGAL DUTIES; CREDIT FOR SERVICE PROVIDED. This Agreement does not relieve any Party to this Agreement of an obligation or responsibility imposed upon a Party to this Agreement by law, except that performance of a responding party may be offered in satisfaction of any such obligation or responsibility belonging to the aided Party, to the extent of actual and timely performance thereof by the responding Party.

12. TERM; EXECUTION; AGREEMENT TERMINATION. This Agreement will continue for a period of five (5) consecutive years from the effective date, and the effective date will be considered the date when two or more of the Parties each execute this Agreement and that date shall be entered above in the preamble. Upon its execution by a Party, that Party will become a participant in and subject to the Agreement with all other Parties who have executed the Agreement and circulated their signature pages. The failure of any one Party to execute the Agreement will not invalidate the Agreement as to those Parties who have executed it. Furthermore, each Party reserves the right to terminate its participation under this Agreement for any reason, in its sole discretion, prior to the expiration date by giving thirty (30) days prior written notice of such termination to each of the other Parties. At the end of the initial five (5) year term, the Parties agree to review this Agreement to determine if it continues to meet their needs and its purpose. If no changes are needed and the Parties do not take any action to rescind or amend this Agreement, it will automatically renew for an additional five (5) year term.

13. ADDITIONAL PARTIES. Approval of the governing bodies of the current Parties to the Agreement is not required for acceptance of any requesting entity to be an additional party to this Agreement. Any county or municipality, which has its own building inspectors may make a formal request, in writing, to become a Party by sending such request to the Building Official of each Party. All Parties' Building Officials must consent, in writing, for additional parties to enter this Agreement. If all Parties' Building Officials consent, the requesting entity may execute a counterpart of this Agreement and send it to the other Parties. Upon such execution, the new Party will be bound by the terms and conditions of this Agreement.

14. LAWS OF UTAH. It is understood and agreed by the Parties that this Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Eighth Judicial District, State of Utah.

15. SEVERABILITY OF PROVISIONS. If any provision of this Agreement is held invalid or unconstitutional, the remainder shall not be affected thereby.

16. THIRD-PARTIES. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

17. TITLES AND CAPTIONS. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement. 18. NON ASSIGNABILITY. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

19. NOTICES. All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if: (a) sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, or sent by first class mail to the Party and to the Party's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested. Each Party has set forth in their respective execution page, which page shall utilize a form substantially similar to Exhibit "A", their respective contact information, and such contact information will be applicable until modified in writing.

20. EXECUTION. Each Party agrees that each Party must execute this Agreement by signing, acknowledging, and have their respective Attorney approve this Agreement as to legality and form, through an execution page that utilizes a format substantially similar to the attached Exhibit "A". Upon such execution of the Agreement, each Party will provide all other Parties with an original execution page.

21. ENTIRE AGREEMENT; NO WAIVER. This Agreement represents the entire agreement among the Parties relating to its subject matter. This Agreement alone fully and completely expresses the agreement of the Parties relating to its subject matter. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as specifically provided for in this Agreement. This Agreement may not be amended or modified, except by a written agreement signed by all Parties. No failure by any Party at any time to give notice of any breach by another Party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

22. The Parties hereto have executed this Agreement as of the date indicated on each Party's execution page.

[signature pages attached after this page]

**MULTI-JURISDICTIONAL BUILDING INSPECTION
SERVICES AGREEMENT**

EXHIBIT "A"

Vernal City Corporation

Agreed this _____ day of _____, 2024 for Vernal City Corporation.

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

Vernal City Attorney

CONTACT INFORMATION FOR VERNAL CITY:

Email: building@vernal.gov
Address: 374 E Main
Vernal, UT 84078
Phone: 435-789-2271

**MULTI-JURISDICTIONAL BUILDING INSPECTION
SERVICES AGREEMENT**

EXHIBIT "A"

Uintah County

Agreed this 14th day of MAY, 2024 for Uintah County.

John Laurson
Commissioner

Sonya Norton
Commissioner

Absent
Commissioner

ATTEST:

Michelle L. Wilkins
County Clerk-Auditor

APPROVED AS TO FORM:

[Signature]
Uintah County Deputy Attorney



CONTACT INFORMATION FOR UINTAH COUNTY:

MATT CAZIER
Email: mcazier@uintah.utah.gov
Address: 152 E 100 N Vernal, UT 84078

Phone: 435-781-5336

**MULTI-JURISDICTIONAL BUILDING INSPECTION
SERVICES AGREEMENT**

EXHIBIT "A"

Roosevelt City Corporation

Agreed this _____ day of _____, 2024 for Roosevelt City Corporation.

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

Roosevelt City Attorney

CONTACT INFORMATION FOR ROOSEVELT CITY:

Email:

Address:

Phone:

**MULTI-JURISDICTIONAL BUILDING INSPECTION
SERVICES AGREEMENT**

EXHIBIT "A"

Naples City Corporation

Agreed this _____ day of _____, 2024 for Naples City Corporation.

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

Naples City Attorney

CONTACT INFORMATION FOR VERNAL CITY:

Email:
Address:

Phone:



P.O. BOX 278 · 800 WEST HWY 40 · ROOSEVELT, UTAH 84066 · 435-722-5400

April 25, 2024

ROOSEVLET CITY CORPORATION
255 S STATE ST
ROOSEVLET, UT 84066

ROW #4745 WO #240208

Dear Roosevelt City:

Moon Lake Electric Association Inc., (MLEA) has received a request for electrical service from The Utah Communication Authority to serve a fire & police communication tower that will on your property in Duchesne County, Utah. In order to provide this service, MLEA would need to construct an underground power line on a portion of your property that would require an Easement.

If you are willing to allow MLEA to construct this power line on your property, as shown on the enclosed map, will you please sign the two (2) enclosed Easements, in front of a notary*, return one (1) copy to MLEA and retain one (1) copy for your records.

If you are printing your own Easement, County Recorder offices require Easements to be single pages, they cannot be double sided pages.

If you have any questions you can reach me at 435.722.5417 W, 435.823.0914 C. or sdavis@mleainc.com.

Sincerely,

Stacee Davis
Assistant Right-of-Way Agent

*Notaries are available at Moon Lake Electric or any banking institution

Return Documents to:

Moon Lake Electric Association, Inc.
800 West Highway 40
PO Box 278
Roosevelt, Utah 84066

Project Name: Roosevelt City Corporation

MLEA Work Order #240208

ROW #4745

PARCEL #00-0005-6626

GRANT OF EASEMENT AND RIGHT-OF-WAY

This Easement is made and entered into this April 25, 2024, by and between **Roosevelt City Corporation**, ("Grantor"), whose address is 225 S State St, Roosevelt, Utah 84066-2983 and **Moon Lake Electric Association, Inc.**, its respective successors and assigns, (known as "Grantee" or "MLEA"), whose address is 800 West Highway 40 – P.O. Box 278, Roosevelt, Utah 84066 for a perpetual easement and right-of-way 40 feet in width and 248 feet in length, more or less, for the following purpose(s).

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Grantor**, does hereby grant a permanent easement and right-of-way to **MLEA** the rights to and to be used for survey, installation, construction, reconstruction, operation, maintenance, repair, restore, removal, replacement, modification, inspection, uprate, upgrade, relocate, enlargement, and removal of electric power, transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of **Grantor**, such real property known as the **Easement Area**, located in Duchesne County, State of Utah more particularly, as described herein:

Legal Description:

An underground power line in a portion of the NW 1/4 SW 1/4 NE 1/4; A strip of land 20.00 Feet on either side of a line with a POINT OF BEGINNING in the Northeast Quarter of Section 16, Township 2S, Range 1W which lies S50°38'33.049"W a distance of 2737 Feet from Northeast Quarter monument located at 40°18'59.590"N, 109°59'30.839"W in the Northeast Quarter of Section 16, Township 2S, Range 1W; thence N6°27'46.003"E a distance of 80 Feet; thence N10°2'56.026"W a distance of 12 Feet; thence N43°32'13.553"W a distance of 11 Feet; thence N57°9'21.421"W a distance of 14 Feet; thence N58°51'23.969"W a distance of 131 Feet to the POINT OF TERMINATION located in the Northeast Quarter of Section 16, Township 2S, Range 1W.

Taxing Description:

BEG AT A PT 1320 FT, S & 1800 FT W OF NE1/4 OF SEC 16, T2S, R1W, USM, S 400 FT, W500 FT, N 55.6 FT, E 50 FT, N 50 FT, W 50 FT, N 294.4 FT, E 500 FT TO BEG. 4.53 AC

The easement rights granted to **MLEA** include the rights of ingress and egress on, over, under, and across the **Easement Area**, on foot or through use of such vehicles and equipment as **MLEA** deems appropriate for the activities and uses allowed under this easement, together with the rights to maintain and improve the **Easement Area** as needed to accommodate said vehicles and equipment.

Project Name: Roosevelt City Corporation
MLEA Work Order #240208
ROW #4745
PARCEL #00-0005-6626

(10) This easement shall be recorded in the public records of Duchesne County, Utah;

(11) This easement is assignable by **MLEA** and shall apply to **MLEA**, its successors, assigns, licensees, permittees, employees, and contractors and shall include joint and shared use;

(12) Each and every one of the benefits or burdens of this easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. **Grantor** shall not assign this easement to any third party without the express written consent from **MLEA**;

(13) If any provision of this easement is determined to be invalid or unenforceable under present or future applicable laws, **Grantor** and **MLEA** intend that the remainder of this easement shall remain in full force and effect to fulfill the intent as expressed by this easement.

To the fullest extent permitted by law, **Grantor** and **Grantee** hereby waive any right to a trial by jury concerning any litigation directly or indirectly arising out of, under or in connection with this easement. Nonetheless, either Party may seek judicial adjudication of any dispute or litigation matter through any court of competent jurisdiction by a magistrate or judge.

Dated this ____ day of _____, 20__

(Roosevelt City Corporation) GRANTOR

PRINT NAME

Acknowledgement by Grantor Acting on their own Behalf

STATE OF _____)

§

COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned Notary Public in and for said State, personally appeared _____, (Name & Title) who executed the foregoing instrument; and acknowledges to me that they executed the same in their authorized capacity(ies), and that by their signature(s) acted upon the behalf of said entity. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal to day and year in the certificate first above written.

(Notary Signature)

UTAH COMMUNICATIONS AUTHORITY
WO #240208 ROW #4745
T2S R1W SEC 16

ROOSEVELT CITY
PROPERTY

YELLOW LINE IS THE PROPOSED
UNDERGROUND POWER LINE

RED DOT IS EXISTING POWER POLE

NORTH

