



Regular City Council Meeting

Tuesday, February 25, 2025 at 6:00 pm

AGENDA

A regularly scheduled meeting of the Duchesne City Council will be held at the Duchesne City Office Building, 500 East Main, Duchesne, UT at the above date and time. The agenda will be as follows:

1. **Roll Call, Prayer, Pledge**
2. **Minutes**
3. **Bills**
4. **Business License**
Duchesne Property Management Inc - Stephen/Lisa Henderson
5. **Planning And Zoning**
6. **2025 Infrastructure Replacement Project -Chuck Richins, Horrocks**
Sewer and Water - Bid result discussion and possible award
7. **Duchesne Beautification Committee - Review Christmas Decoration Proposal**
8. **Ratification of the Appointment of Deputy Recorder**
9. **Swearing-in of Deputy Recorder**
10. **Mickelson Building Contract Approval**
11. **15-Minute Open Session**
The City of Duchesne welcomes you and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Council. Your comments will be limited to three (3) minutes. The Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of City Staff for follow-up. Thank you.
12. **Book Of Complaints, Concerns And Comments**
13. **Mayor And Council Review Of Old Business**
14. **Work Session**
15. **Executive Session**
16. **Adjournment**

Attest:

Myra Young, Recorder: Myra Young



Regular City Council Meeting

Minutes

Tuesday, February 11, 2025 at 6:00 pm

AGENDA

A regularly scheduled meeting of the Duchesne City Council will be held at the Duchesne City Office Building, 500 East Main, Duchesne, UT at the above date and time. The agenda will be as follows:

1. Roll Call, Prayer, Pledge

Minutes:

Mayor Rowley conducted the meeting. City Recorder, Myra Young took minutes. City Council Members present were Bryce Hamilton, Jenny Adams, Cody Ivie, and Jason Baker. Council Member Bruton was absent. Mayor Rowley offered the prayer. Mayor Rowley led the Pledge of Allegiance.

Public Attendees: Jessica North, Lane Genereaux, Debbie Fabrizo, Mike Miles, Shelley Brennan, Danita Hinton, Susan Hamilton

2. Minutes

Minutes:

MOTION by Council Member Hamilton seconded by Council Member Baker to approve the minutes.

- Council Member Hamilton – Aye
- Council Member Bruton - Absent
- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

3. Bills

Minutes:

MOTION by Council Member Ivie, seconded by Council Member Adams to pay the bills.

- Council Member Hamilton – Aye
- Council Member Bruton - Absent
- Council Member Adams - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

4. Charges and Credits

Minutes:

The Council reviewed the Charges and Credits Report.

5. Business License

Minutes:

There were no business licenses brought before the City Council.

6. Planning And Zoning

Minutes:

Nothing to report.

7. APPROVE ORDINANCE 25-1 Duchesne City Airport Overlay Zoning Ordinance

Minutes:

MOTION by Council Member Hamilton seconded by Council Member Adams to approve Duchesne City Airport Overlay Zoning Ordinance 25-1.

- Council Member Hamilton – Aye
- Council Member Bruton – Absent
- Council Member Adams – Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

8. Approve Airport Committee

Minutes:

MOTION by Council Member Hamilton seconded by Council Member Baker to approve a Duchesne City Airport Committee.

- Council Member Hamilton – Aye
- Council Member Bruton – Absent
- Council Member Adams – Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

9. Aycock & Miles Associates-Mike Miles

Presenting 2024 audit.

Minutes:

Auditor Mike Miles presented the 2024 Annual Financial Audit for Duchesne City, reviewing the city's financial standing across multiple funds.

• Fund Balances:

General Fund ended with a balance of \$758K, with \$2.3M in revenue and \$2.4M in expenditures, leading to a \$135K deficit, mainly due to capital outlay expenses for the swimming pool, airport, fire station, and equipment purchases. However, additional revenue from the sale of the bowling alley and lease proceeds resulted in an ending surplus of \$216K.

Capital Projects Fund had a year-end balance of \$198K, with \$55K in revenue and \$826K in expenditures, creating a deficit. The deficit occurred because grant money was deposited into the General Fund instead of being matched with expenditures. Mike recommends keeping revenues aligned with expenditures to avoid this issue.

Municipal Building Authority had a balance of \$25K, indicating stable financial standing.

Utility Fund (Water, Sewer, and Sanitation):

As of June 30th, current assets, including accounts receivable and cash, totaled \$2.3M, maintaining a one-year cash reserve for operating expenses.

The income statement reflected \$2.1M in total operating income and \$1.8M in expenses, resulting in an operating income of \$300K and a \$266K increase in net position.

The cash flow statement highlighted a \$695K cash surplus from operations, which should cover capital outlays, equipment, infrastructure, and loan payments. However, capital financing activities resulted in a \$720K outflow, leading to a \$24K overall cash decrease for the year. Loan payment catch-ups from 2023 also impacted cash flow.

- Capital Assets & Debt:

Total year-end cash across all funds was \$3.4M.

\$1.06M was spent on construction in progress, with \$963K retired, leaving \$731K in unfinished projects. Additionally, \$765K in new assets were put into service, while \$285K in retired assets included improvements at the fire station and swimming pool.

- Long-term debt:

Mike reviewed outstanding loans and noted overpayments due to missed loan payments in 2023, affecting cash flow. The sewer bond has three years of payments remaining.

- Findings & Recommendations:

Budget Overages: Several General Fund departments, the MBA Debt Service Fund, and the Utility Enterprise Fund exceeded their legally adopted budgeted amounts.

Criteria: Per UCA 10-6-123, the City must spend within its legally adopted budget for each fund and department.

Effect: Various functions exceeded their allocated budget, surpassing amounts presented in the public hearing.

Recommendation: The auditor recommends the City review budget-to-actual reports throughout the year and amend the budget for each fund if necessary.

Management Response: The City agrees with the auditor's recommendations and will review the budget at year-end, making amendments as needed.

General Budget Oversight: The city should scrutinize the budget in June to ensure expenditures do not exceed allocations. If adjustments are necessary, a public hearing should be held to formally amend the budget.

Debt & Lease Recording: Leases must be recorded as purchases, and a line item should be added for debt service accounts.

Overall, the city's financial position remains stable, but proper fund management and budget oversight are crucial for maintaining fiscal health.

10. Mickelson Building Contract Review

Minutes:

Council Member Ivie confirmed that all requested changes have been made. The council discussed the importance of securing insurance for the building as soon as possible. Council Member Ivie also highlighted a contract provision stating that when the county uses the building during fair time, the two classrooms will be excluded. Council Member Hamilton sought

clarification on whether a security deposit would be required, to which the response was no. This item will be included on the next City Council agenda for approval.

11. Duchesne City Beautification Committee-Danita Hinton

Proposal for new Christmas Decorations

Minutes:

Danita Hinton, representing Dawnette Browning, presented a proposal for new Christmas decorations. She requested funds to purchase custom pole wraps at \$113 each and sought approval for lighted displays for each pole, with the least expensive option being a tree design at \$265.50, including mounting hardware.

Council Member Ivie asked for clarification on whether the committee was requesting both snowflakes and trees and inquired about the source of the \$25,000 estimate. It was determined that multiple options were available to choose from. During the discussion, concerns were raised about the condition of the electrical outlets on the poles, as some are not operational.

Council Member Adams emphasized the need to assess the electrical status of the poles before approving the purchase. Danita noted that the quoted prices are only valid until the end of February, after which they will increase monthly.

Lane Genereaux informed the council that five poles currently lack electrical outlets, and on one block in the middle of town, only about half are functioning.

Council Member Baker asked about the lifespan of the decorations and their display duration. Danita was unsure of a warranty but estimated that the decorations are displayed for about a month. Council Member Baker also expressed interest in gathering public input on whether the city should allocate funds for this purchase. Council Member Hamilton suggested that community members might be willing to contribute.

The question was posed to attendees for their thoughts on the expenditure. Shelley Brennan commented that she thought it would be a nice addition, while Debbie Fabrizio emphasized the importance of maintaining the holiday spirit for children and the community.

Lane Genereaux raised the possibility of solar-powered decorations, and Danita agreed to research this option while Lane gathers more information on the electrical status of the poles.

Council Member Baker requested that Lane and his team conduct an assessment of the working poles, and Danita explore solar-powered alternatives. The issue will be placed on the next agenda for further discussion and a decision.

12. Public Works update-Lane Genereaux

Minutes:

Lane Genereaux Public Works Supervisor provided updates on department activities and upcoming projects.

Employee Assignments:

Employee duties have been reassigned as follows: Jay Garritson will oversee sewer operations, with Cole Harris assisting. Cole will also manage cemetery maintenance. Bronson Dean's specific duties are still being determined; in the meantime, he will assist Cole with park maintenance.

Beginning March 3rd, crews will begin work on the ballparks, parks, and cemeteries. Parts for the Strawberry Cemetery pump are expected to arrive on the 18th. There was discussion regarding the need for a boat to access the pump.

Water System Updates:

Lane met with HD Fowler representatives, along with Cole, Jessica, and Myra, to review billing features in the Kamstrup metering system. Meter purchases will resume in March with a goal of acquiring 100 meters per month.

In a meeting with State Representative Brandon Muller, Lane discussed the city's water loss report. This year, the city purchased approximately 1.5 billion gallons of water, last year 108 million gallons used directly by the city and 1 billion gallons allocated to leased water users. The city experienced a 28-million-gallon loss, resulting in a water loss rate of just 2.48%.

Representative Muller commended this figure as the third lowest in the state.

Water Fill Station and Growth Planning:

Council Member Ivie requested an update on the water fill station. It was reported that water sales are ongoing. With Fruitland Water Service District now included in the city's GIS mapping system, new accounts are being opened for residents outside the district boundaries. Mayor Rowley noted that the county's water hauling moratorium will end after February.

Council Member Ivie, who attended the county meeting, relayed concerns from attendees, specifically regarding the ban on hauled water and a misconception that Duchesne City had stopped water sales as of January 1st. Council member Ivie emphasized the urgency of addressing city water rates and contractual agreements, particularly in anticipation of potential growth.

To address these issues, Mayor Rowley proposed scheduling a work session to review rates and contracts. Kurt and Tom will be asked to conduct a study in preparation. The work session was scheduled for March 4th at 6:00 p.m.

Public Comment: Shelley Brennan made the following comment: "The water filling station should pay for itself and should not be the taxpayers' responsibility." She also stated that she sees a need for Duchesne City to be charging more for its water.

13. 15-Minute Open Session

Minutes:

No one came forward for the 15-minute open session.

14. Executive Session-Personnel

Minutes:

In accordance with Utah Code § 52-4-205, Mayor Rowley closed the public meeting at 7:25 pm to hold an executive session for the purpose of discussing personnel.

The executive session was held from 7:25 pm to 7:42 pm. Mayor Rowley reopened the regular meeting at 7:42 pm and continued with the agenda.

15. Resolution 25-1

Minutes:

Mayor Rowley read the following.

**DUCHEсне CITY RESOLUTION 2025-01
A RESOLUTION OF DUCHEсне CITY COUNCIL
REGARDING TERMINATION OF CITY TREASURER
AND PROVIDING AN EFFECTIVE DATE**

Section I. Recitals.

WHEREAS, Duchesne City Council (“Council”) is the governing body of Duchesne City (“Duchesne City”) pursuant to Section 1-5-1 of the Duchesne City Code and composed of six members, one of whom is the Mayor of Duchesne (“Mayor”) and the remaining five members shall be the council members; and

WHEREAS, Duchesne City is a municipality incorporated in the State of Utah with authority for the Mayor to appoint the City Treasurer with the advice and consent of the Duchesne City Council as provided in Utah Code Ann. § 10-3-916; and

WHEREAS, the Duchesne City Treasurer was duly appointed pursuant to Section 1-6-6 of the Duchesne City Code and has served in that capacity as the appointed officer to this date; and

WHEREAS, Duchesne City may terminate the appointment of Treasurer Kimberly K. Hanson at any time with or without cause; and

WHEREAS, Duchesne City has decided to terminate the appointment without cause by means of this Resolution; and

WHEREAS, Duchesne City will nevertheless provide the numerous examples of failures to perform required job duties that individually or collectively justify termination for cause in a separate letter from the Mayor as prepared through legal counsel; and

WHEREAS, the Duchesne City Council finds that the public convenience, necessity, and general welfare require this termination.

NOW THEREFORE, BE IT RESOLVED BY THE DUCHEсне CITY COUNCIL AS FOLLOWS:

Section II:

1. The Duchesne City Council terminates Kimberly K. Hanson from her official appointed position as City Treasurer.
2. The termination will be effective on February 14, 2025.
3. This Resolution shall take effect upon adoption.
4. The foregoing recitals are fully incorporated herein.

ADOPTED AND APPROVED by the Duchesne City Council on this 11th day of February 2025.

Mayor Rowley asked for public comments. No comments were made.

MOTION by Council Member Baker seconded by Council Member Hamilton to adopted DUCHEсне CITY RESOLUTION 2025-01, A RESOLUTION OF DUCHEсне CITY COUNCIL REGARDING TERMINATION OF CITY TREASURER AND PROVIDING AN EFFECTIVE DATE.

- Council Member Hamilton – Aye
- Council Member Bruton – Absent
- Council Member Adams – Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

Minutes:

There were no complaints, concerns & comments recorded in the book.

17. Mayor And Council Review Of Old Business

Minutes:

Council Member Baker inquired about city employee Bronson Dean working behind Baker's property. He recalled previous discussions about installing a pipeline in that area. Mayor Rowley confirmed those plans, noting he had observed Bronson encroaching on the property and asked Council Member Baker if he was comfortable with it. Council Member Baker stated he had spoken to Bronson and was fine with the work, which involved flattening the area for easier city maintenance. However, Baker requested that certain vegetation, such as reeds and Russian olive trees his wife appreciates for wind protection, remain untouched. He inquired about the long-term plans for the area. Mayor Rowley explained that future drainage improvements will direct water flow from east to west, then south toward 400 South. There was additional discussion to clarify the drainage route.

Council Member Adams requested an update on Old Farm Road. Mayor Rowley reported that he and Council Member Bruton received informational packets outlining plans to form a ditch company. He emphasized the city's need for an easement from the road to the meter and back, highlighting ongoing confusion on this requirement. Council Member Hamilton sought confirmation that the proposed water line would not share the sewer line route. Mayor Rowley affirmed this, explaining that combining lines, particularly under CIB-funded project would require complex negotiations and full upfront payment from involved parties. Concerns were raised about road excavation and line placement.

Council Member Adams wanted to know if we had any applications for the public works position. There have been no new applications submitted. It was noticed that the flyers had been removed at the Post office, they will be rehung.

Council Member Adams inquired about applications for the open Public Works position. No new applications have been received. It was noted that job flyers were removed from the post office; they will be re-posted. Council Member Ivie asked about the revoked sidewalk grant, which also included trail improvements. Mayor Rowley explained that the revocation was due to President Trump's executive order targeting wasteful spending programs.

Mayor Rowley announced that Heather Barton from Washington National will visit on Thursday. Council Member Baker relayed community complaints about dogs roaming near Hogan Park. He had texted Mayor Rowley about the issue. Mayor Rowley stated that Officer Hunter Robinson has responded to the area two to three times this week. Dispatch requested video evidence of the dogs at large. Mayor Rowley also clarified the park's regulation: dogs cannot be tethered outside for more than two hours at a time.

Lane Genereaux reported public confusion about dog license renewals. He suggested adding a reminder to the monthly water bill. Mayor Rowley supported the idea and proposed inviting Dr. Harmer to hold another vaccination and licensing clinic.

18. Work Session

Minutes:

There was no work session held.

19. Executive Session

Minutes:

There was no executive session held.

20. Adjournment

Minutes:

MOTION by Council Member Ivie seconded by Council Member Hamilton to adjourn the regular City Council meeting at 8:00 pm.

- Council Member Hamilton – Aye
- Council Member Bruton – Absent
- Council Member Adams – Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

Attest:

Myra Young, Recorder: _____

Contact: Myra Young (myoung@duchesnecity.com 435-738-2464)

**Duchesne City
Open Invoice Listing**

2/24/2025

<u>Vendor Id</u>	<u>Vendor Name</u>	<u>Invoice No.</u>	<u>PO#</u>	<u>Invoice Date</u>	<u>Due Date</u>	<u>Amount</u>
4515539	Airgas USA, LLC	5514177251		1/31/2025	1/31/2025	\$201.19
4516248	Al's Foodtown	02202025		1/31/2025	1/31/2025	\$23.65
4516148	Basin Code Consultants, LLC	2501		2/20/2025	2/20/2025	\$101.25
150	Central Utah Water Conservancy Dist	342		1/31/2025	1/31/2025	\$20,467.17
4517491	Crus Oil	0184628		2/20/2025	2/20/2025	\$69.95
4517346	Financial Pacific Leasing	7864895		2/12/2025	2/12/2025	\$1,861.22
4517535	Hanberg Civic Services	00001		2/15/2025	2/15/2025	\$825.00
4517479	Holland Equipment Company	35875		2/5/2025	2/5/2025	\$3,229.30
4515963	Hop'n Apparel	02132025		2/3/2025	2/3/2025	\$168.00
420	L.N. Curtis & Sons	INV906611		1/16/2025	1/16/2025	\$2,119.59
4517007	Les Olson Company	EA1510720		2/7/2025	2/7/2025	\$93.72
493	Mount Olympus Water Inc.	10208831 021425		2/14/2025	2/14/2025	\$19.21
4514887	Public Employees Health Program	0124138496		2/20/2025	2/20/2025	\$18,332.39
4516380	Shred-It USA/ Stericycle	8009777259		1/31/2025	1/31/2025	\$77.04
4516135	Spectra LLC	INV14080		2/8/2025	2/8/2025	\$1,176.80
4517147	Utah Communications Authority	93447154		2/3/2025	2/3/2025	\$172.45
4517147	Utah Communications Authority	93447567		2/4/2025	2/4/2025	\$711.20
	Vendor Total:					\$883.65
	Utah Dept of Workforce Services	PR010325-7525		1/6/2025	1/6/2025	\$32.71
	Utah Dept of Workforce Services	PR011725-7525		1/21/2025	1/21/2025	\$35.97
	Utah Dept of Workforce Services	PR013125-7525		2/4/2025	2/4/2025	\$61.32
	Utah Dept of Workforce Services	PR021425-7525		2/14/2025	2/14/2025	\$9.94
	Utah Dept of Workforce Services	PR021425-7525		2/18/2025	2/18/2025	\$32.67
	Utah Dept of Workforce Services	PR123124-7525		1/2/2025	1/2/2025	\$21.68
	Vendor Total:					\$194.29
765	Utah State Division of Finance	3S233		8/23/2023	8/23/2023	(\$231.85)
765	Utah State Division of Finance	7 - 2016 SCADA		8/23/2023	8/23/2023	\$231.85
	Vendor Total:					\$0.00
	Utah State Tax Commission	PR010325-7524		1/6/2025	1/6/2025	\$713.89
	Utah State Tax Commission	PR011725-7524		1/21/2025	1/21/2025	\$749.20
	Utah State Tax Commission	PR013125-7524		2/4/2025	2/4/2025	\$856.49
	Utah State Tax Commission	PR021425-7524		2/14/2025	2/14/2025	\$266.20
	Utah State Tax Commission	PR021425-7524		2/18/2025	2/18/2025	\$647.43
	Utah State Tax Commission	PR123124-7524		1/2/2025	1/2/2025	\$25.00
	Vendor Total:					\$3,258.21
4515668	Wadley Services	7648071132		2/19/2025	2/19/2025	\$390.00
171	Washington National Ins Co	P2510792		2/15/2025	2/15/2025	\$6.91
171	Washington National Ins Co	PR011725-7452		1/21/2025	1/21/2025	\$627.57
171	Washington National Ins Co	PR013125-7452		2/4/2025	2/4/2025	\$367.53
171	Washington National Ins Co	PR021425-7452		2/14/2025	2/14/2025	\$30.00
171	Washington National Ins Co	PR021425-7452		2/18/2025	2/18/2025	\$459.21
	Vendor Total:					\$1,491.22
	Report Total:					\$54,982.85



500 E Main St. Duchesne, Utah 84021
PO Box 974, Duchesne, Utah 84021
phone (435) 738-2464
fax (435)738-5394
office@duchesnecity.com

BUSINESS LICENSE APPLICATION

Application and all other items must be completed on the attached checklist BEFORE a business license is issued.

BUSINESS LICENSE # _____
(OFFICE USE ONLY)

APPLICANT INFORMATION

Applicant Name: Lisa Henderson
Date of Birth: 09/01/1954
Home Address: 1320 W. 2000 N
City, State and Zip Code: Vernal, UT 84078
Mailing Address: 1320 W 2000 N Vernal, UT 84078
Home Telephone: (435) 790-4114 **Cell Phone:** (435) 790-4114
Email Address: stephen@henderson500.com

BUSINESS INFORMATION

Legal Name of Business: Duchesne Property Management, Inc.
Home Based _____ Commercial Based Unknown _____
Business Address: 52 S. 500 W.
City, State and Zip Code: Duchesne, UT 84021
Business Telephone: 435-738-6666 **Business Fax:** 435-738-6668
Business Email: stephen@henderson500.com
Professional License #: _____
(Contractor, Real Estate, Federal Firearms, Cosmetology, etc.)
Utah Entity #: 14506963-0142
(you must register your business with the Utah Department of Commerce)
Utah Sales and Use Tax #: 14123199-003-STC
(if you are selling goods you must file for a sales tax number with the Utah State Tax Commission)



500 E Main St. Duchesne, Utah 84021
PO Box 974, Duchesne, Utah 84021
phone (435) 738-2464
fax (435)738-5394
office@duchesnecity.com

BUSINESS INFORMATION CONT'D

Describe the nature of your business:

Hotel lodging

Please list the location of where your equipment, tools, and supplies to conduct your business will be stored:

52 S. 500 W. Duchesne, UT 84021

If storage is located at home, what percentage will be stored and where? _____

0 %

LICENSE STIPULATIONS

Please initial next to each item

 All Business Licences are issued for a period of one year, which extends from July 1st to June 30th.

 License fees are due and payable July 1st, or upon approval of application.

 To engage in the business for which this license is issued, you must comply with all City Ordinances and County Health and Safety Codes. These include zoning, building codes, accessibility codes, health and fire safety. If now, or in the future, you do not comply with these codes, this license may be revoked upon the majority vote of Duchesne City Council.

 I am responsible to read and understand the requirements of Duchesne City's Business License Ordinance and agree to comply with the same.

(Note: To read about Duchesne City Business and License requirements visit Duchesne City Offices or go to Title 3 of the Municipal Code found at https://duchesnecity.com/government/municipal_code.php)

 Duchesne City requires at least 20 days after application submittal for investigative purposes.

 Business License Certificate, once issued, shall be posted in a conspicuous place on the wall of the building, room or office of the place of business so that the same may be easily seen.

AFFIDAVIT

I, Stephen Henderson BEING DULY SWORN, DEPOSE AND SAY THAT I AM THE ABOVE NAMED APPLICANT AND THAT THE STATEMENTS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT.

Applicant Signature: Stephen Henderson

Dated: 2/13/25



500 E Main St. Duchesne, Utah 84021
PO Box 974, Duchesne, Utah 84021
phone (435) 738-2464
fax (435)738-5394
office@duchesnecity.com

BUSINESS LICENSE CHECKLIST

All items listed below must be completed BEFORE a business license is issued. Application fees will be due and payable upon successful completion of the application process.

- Completed Application**
- Letter of Permission** (if you are not the property owner)
- Copy of Required State License** (contractor, cosmetology, real estate, daycare, etc.)
- Copy of Entity Registration** Department of Commerce (801) 530-4849 or visit www.corporations.utah.gov
- Copy of Sales Tax License** (if applicable) Utah State Tax Commission (801) 530-4849 or visit www.tax.utah.gov/sales
- Building Inspection** (if applicable) Cody Fisher, Inspector,
(801) 719-9337
- Fire Inspection, \$50 Fee** Russ Young, Fire Marshall
(435) 630-4113
- Health Inspection** (if applicable) Board of Health
(435) 722-6300
- Appear before Duchesne City Council to present your business and application**



Filed in the Office of <i>Adam Watson</i> Director, Division of Corporations and Commercial Code Filed in the State of Utah	Filing Number 241022037515B Filed On October 22, 2024 Entity ID 14506963-0142 Number of Pages 1
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State of Utah
Department of Commerce
Division of Corporations and Commercial Code

Domestic Business Corporation - Articles of Incorporation

ENTITY INFORMATION

Entity Name: Duchesne Property Management, Inc.
Entity Number: 14506963-0142
Effective Date: October 22, 2024
Effective Time: 10:13 AM

BUSINESS DETAILS

Duration Date: Perpetual

BUSINESS CLASSIFICATION:
Domestic Business Corporation

PROFIT CORPORATION DETAILS

Shares:

- Share Type: General
Number of Shares: 1000.0

Purpose Statement:

Any and all lawful business

PRINCIPAL OFFICE INFORMATION:

Principal Office Address: 1320 W 2000 N, Vernal, UT 84078
Mailing Address: P.O. Box 728, Vernal, UT 84078

REGISTERED AGENT

Agent Type: Individual
Name: Stephen Henderson
Address: 1320 W 2000 N, Vernal, UT 84078

ACTIVE PRINCIPAL INFORMATION

Title: President

Name: Stephen Henderson

Address: 1320 W 2000 N, Vernal, UT 84078

Title: Incorporator

Name: Stephen Henderson

Address: 1320 W 2000 N, Vernal, UT 84078

SUPPORTING DOCUMENTATION

No Supporting Documentation Provided.

REQUIRED SIGNATURES

- o **Electronic Signature:**Stephen Henderson
Title/Capacity:Incorporator



UTAH DEPARTMENT OF COMMERCE

Division of Corporations and Commercial Code

SPENCER J. COX
Governor

MARGARET W. BUSSE
Executive Director

ADAM WATSON
Division Director

DEIDRE M. HENDERSON
Lieutenant Governor

Rejection Letter

Stephen Alonzo Henderson
1320 W 2000 N
UT 84078, USA

Filing Received Date: 10/21/2024
Submission Method: Email
Submitter ID: 39826
Rejection Date: 10/22/2024
Reference Number: W2024102175202

Record #	Record Name	Filing Type	Filing #	Filing Fees (\$)
	DUCHESNE PROPERTY MANAGEMENT, INC.	Articles of Incorporation		134.00

We regret to inform you that we are not able to process your filing for the following reasons:

Additional Rejection Reasons/Notes:

INCORPORATOR ADDRESS MUST BE LISTED.

Resubmitting your filing:

- Address all items listed above.
- Resubmit the filing within 30 days of the rejection date (by 11/21/2024)
- Filings **submitted online** must be resubmitted online
 - o Log onto Utah Website
 - o Find this filing in the "Rejections" panel on your user dashboard.
- Filings **submitted by the courier, mail, or walk in** must be resubmitted physically (courier, mail or walk in).
 - o Include this letter with your resubmission
 - o Include payment owed as indicated on your receipt
 - o If resubmitting by mail, send to
 - Division of Corporations
 - PO Box 146705
 - Salt Lake City, UT

If you have questions or need assistance, please visit our website for contact information or for resubmission instructions.



Utah State Tax Commission

FINANCIAL OPERATIONS DIVISION 210 N 1950 W SALT LAKE CITY UT 84134-9000

Website: tax.utah.gov

alL016 10/2024

Letter Issue Date
December 6, 2024

Letter ID
L1408191392

Account Type
Sales and Use Tax (STC)

Account Number
16123199-003-STC


BEST WESTERN DUCHESNE INN
DUCHESNE PROPERTY MANAGEMENT INC
PO BOX 728
VERNAL UT 84078-0728



**~Important Notice~
New Sales and Use Tax (STC) Account Number
and
Electronic Filing Information and Electronic Payment Information**

You recently applied for a Sales and Use Tax (STC) account. This notice contains important information you will need to file your tax returns and reports and make payments and manage your account using our secure Taxpayer Access Point (TAP) at tap.utah.gov.

Sales and Use Tax (STC) Account Number

- You must use your Sales and Use Tax (STC) account number, 16123199-003-STC, when you file your tax returns or reports and make your payments and manage your account.

You Should Use TAP to:

- File your tax returns or reports.
- Pay your taxes or fees.
- Manage your Sales and Use Tax (STC) account.

Set Up Your TAP Account

- You will need the following information to set up your TAP account at tap.utah.gov:
- Your Sales and Use Tax (STC) account number: 16123199-003-STC.
- Your Federal ID/Social Security Number ending in: ...0498.
- Your Personal Identification Number (PIN) that we will send in a few days.

Start Your TAP Registration

- If you are already registered in TAP, you may add this new tax account by logging in to TAP using your existing TAP information.
- If you don't have a TAP account use the following steps:
- Step 1 - Go to tap.utah.gov.
- Step 2 - Read all instructions carefully, answer all questions and complete your registration.

File Your Required Sales and Use Tax (STC) Returns or Reports Using TAP

The following Sales and Use Tax (STC) forms may be filed using TAP at tap.utah.gov:

- Returns marked with * can be filled out online in TAP or uploaded using the approved spreadsheet template. See "Software Developers" in the Tax Commission Site Menu at tax.utah.gov.
- *TC-62M, Utah Sales and Use Tax Return for Multiple Places of Business
- TC-62S, Utah Sales and Use Tax Return for Single Places of Business



Utah State Tax Commission

FINANCIAL OPERATIONS DIVISION 210 N 1950 W SALT LAKE CITY UT 84134-0700

Website: tax.utah.gov

atL016 10/2024

DUCHESNE PROPERTY
MANAGEMENT INC

December 6, 2024

Make Your Sales and Use Tax (STC) Payments Using TAP

- You should make payments on your Sales and Use Tax (STC) account using TAP at tap.utah.gov:
- You may make your Sales and Use Tax (STC) account payment while you are logged into TAP.
- Step 1 - From your TAP Account window, click the account number you want to pay.
- Step 2 - Read all instructions carefully, enter all information and submit your payment.
- You may make your Sales and Use Tax (STC) account payment without logging into TAP.
- Step 1 - Go to tap.utah.gov.
- Step 2 - From the TAP home page, click how you want to make your payment.
- Step 3 - Read all instructions carefully, enter all information and submit your payment.

Contact Information

If you have any questions, please call the Taxpayer Services Division at 801-297-2200 or toll free at 1-800-662-4335 or send us a fax at 801-297-6358. You may also write to the Taxpayer Services Division at the address at the top of this notice.

Respectfully,
Taxpayer Services Division

BRETT WOODS CONSTRUCTION, INC
 3819 W 1750 N
 VERNAL, UT 84078
 PHONE: 435-788-7565 CELL: 435-828-7687
 E-MAIL: BWOODS@UBTANET.COM



PROPOSAL # 115

DATE: JANUARY 8, 2024

TO: STEVE HENDERSON

EMAIL: STEPHEN@HENDERSON500.COM

PROJECT: BALLARD EXTENDED STAY

DESCRIPTION	AMOUNT
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This Proposal is for the Ballard Extended Stay project.
 Our scope of work consists of:

Mobilization	\$ 30,000.00
Overhead	\$ 20,000.00
Sanitation	\$ 3,500.00
Safety	\$ 2,800.00
Signage	\$ 2,878.00
Excavation	\$ 65,000.00
Paving	\$ 71,400.00
Striping	\$ 2,500.00
Footings	\$ 36,000.00
Slab	\$ 85,200.00
Foam block	\$ 107,630.00
Foam block shipping	\$ 7,250.00
Foam labor	\$ 120,400.00
Foam rebar	\$ 10,000.00
Concrete piers	\$ 10,000.00
Concrete for stairs	\$ 5,000.00
Framing package	\$ 95,680.00
Framing labor	\$ 140,000.00
Metal stud framing	\$ 2,952.00
Mechanical	\$ 115,000.00
Electrical	\$ 182,995.00
Plumbing	\$ 101,900.00
Insulation	\$ 39,748.00
Sheetrock	\$ 69,600.00
Paint	\$ 45,552.00
Trim work	\$ 5,000.00
Fire sprinkler	\$ 122,780.00
Fire extinguisher cab	\$ 2,147.00

DESCRIPTION	AMOUNT
Fire extinguishers	\$ 600.00
Flooring allowance	\$ 22,330.00
Tile allowance	\$ 30,000.00
Windows	\$ 19,276.00
Doors	\$ 36,000.00
Stairs / handrails	\$ 30,000.00
Stucco	\$ 68,525.00
Stone allowance	\$ 6,720.00
Roofing	\$ 27,625.00
Soffit / fascia	\$ 17,884.00
Gypcrete	\$ 30,000.00
Cabinets allowance	\$ 99,900.00
Hardware	\$ 7,200.00
ADA hand rails	\$ 2,360.00
Mirrors	\$ 4,000.00
Backing	\$ 1,895.00
Miscellaneous labor	\$ 34,120.00
Tool allowance	\$ 6,500.00
Cleaning	\$ 3,800.00
Contingency	\$ 60,000.00
Builders fee	\$ 90,000.00
BID PROPOSAL AMOUNT	\$ 2,101,637.00

2/18/25

Glucosne Investment Group, LLC
is leasing the building to Glucosne
Property Management, Inc. for the purpose
of operating a hotel.

Lisa J. Henderson
Lisa J. Henderson
President



TriCounty Health Department Inspection Report

Page ____ of ____

Uintah County
133 South 500 East
Vernal, Utah 84078
(435) 247-1160

Duchesne County
409 South 200 East
Roosevelt, Utah 84066
(435) 722-6310

Establishment Name: B & Wriston Duchesne

Address/Site Location: Duchesne

Type of Facility: Health / Safety Date: 2-19-25

INSPECTION TYPE: ROUTINE FOLLOW-UP COMPLAINT TEMPORARY FACILITY HACCP OTHER

CODE REF.	VIOLATION DESCRIPTION/REMARKS/CORRECTIONS
	Floor, very hot - 1 1 fine at time of
	inspection did not put up 60 signs
	3 per floor.

INSPECTOR [Signature] OWNER/OPERATOR Joe Gillis

***Critical items marked may pose significant threats to Health & Safety.**

Duchesne Fire Department

Duchesne, Utah

FIRE INSPECTION CHECKLIST

Name of Business: Duchesne Property Management Inc.
Address of Business: 52 WEST MAIN, Duchesne Utah 84021
Business Phone#: 735-738-6066

Name of Owner: Henderson Soo
Address of Owner: _____
Owner Phone #: Same as above

Occupancy Type: HOTEL Business License # _____
New Business: Yes _____ No X

ADDRESS

<input checked="" type="checkbox"/>	Property address posted on street side of building	IFC2006 505.1
<input checked="" type="checkbox"/>	Fire department access to within 150' of any part of the building	IFC2006 503.1

ELECTRICAL

<input checked="" type="checkbox"/>	Electrical boxes, outlets and switches properly covered	IFC2006 605.6
<input checked="" type="checkbox"/>	Electrical panels properly covered and latched	IFC2006 605.6
<input checked="" type="checkbox"/>	Electrical panel accessible (min. 30" width, 78" height, 36" in depth)	IFC2006 605.3
<input checked="" type="checkbox"/>	Extension cords: temporary use only, not through walls, ceilings or under doors	IFC2006 605.5
<input checked="" type="checkbox"/>	Electrical multi-plug adapters: approved internal circuit breaker type only and plugged directly to permanent receptacle	IFC2006 605.4.1

EXITS

<input checked="" type="checkbox"/>	Exterior doors are readily accessible	IFC2006 504.1
<input checked="" type="checkbox"/>	Exit doors unlocked during business hours	IFC2006 1008.1.8.3
<input checked="" type="checkbox"/>	Exit ways free from obstructions	IFC2006 1015.2
<input checked="" type="checkbox"/>	Exit signs present at required exits (6" letters)	IFC2006 1011.5.1
<input checked="" type="checkbox"/>	Lighted exit signs operating properly	IFC2006 1011.5.2

X	No storage under unprotected exit stairways	IFC2006 315.2.4
X	Means of egress must be continuous and cannot be blocked	IFC2006 1003.6
X	Sufficient egress to meet occupant load is required (Table 1005.1)	IFC2006 1005.1

EXTINGUISHERS

X	Minimum size 2A10BC extinguisher	IFC2006 906.2
X	Current State Fire Marshal approved inspection tag	IFC2006 901.6.1
X	Properly mounted and accessible (height not < 4", nor > 5')	IFC2006 906.9
X	Correct number, type and size for the use or occupancy	IFC2006 906.3
X	Dry chemical suppression systems inspected every 6 months	IFC2006 904.6
N/A A	Wet chemical suppression systems inspected every 6 months <i>Need to provide copy of inspection to DFD</i>	IFC2006 904.5

HOUSEKEEPING

N/A	Dispose of combustible waste	IFC2006 304.1
X	Exterior free of litter and weeds <i>Clean Weeds away from Fire hydrant - EAST side</i>	IFC2006 304.1.1
N/A	Oily rags stored in approved containers	IFC2006 304.3.

MECHANICAL

X	No combustibles stored in furnace or boiler room	IFC2006 315.2.3
X	Furnace, boiler, water heater, etc. are vented to prevent a fire hazard	IFC2006 603.6
X	Gas meter protected and accessible	IFC2006 603.9

SMOKING

X	Prohibited in warehouse storage areas other hazardous areas	IFC2006 310.1
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ALARM and SPRINKLER SYSTEMS (WHERE REQUIRED)

X	Fire and life safety systems are maintained in an operable condition	IFC2006 907.20.5
A	Sprinkler shut off readily accessible <i>NEED to clean Riser Room - No Storage!</i>	IFC2006 508.5.4
X	All storage 18" below sprinkler head level	IFC2006 315.2.1
A	Sprinkler systems shall be inspected and tagged annually <i>NEED current inspection copy</i>	IFC2006 901.6.1

STORAGE

N/A	All flammable and combustible liquids to be stored properly	IFC2006 3404.3
N/A	Compressed gas cylinders must be secured from falling	IFC2006 3003.5.3
X	No combustible storage in unprotected attics or crawl spaces	IFC2006 315.2.4

HYDRAULIC INSPECTION* TEST
(FILL OUT SEPARATE REPORT FOR EACH ELEVATOR)



ANNUAL TEST
 ACCEPTANCE TEST

DATE 5-31-24
 OFFICE 33

NAME OF BUILDING Studio L LOCATION _____
 ELEVATOR SERIAL NO. _____ CITY & STATE _____
 (IF NONE, USE MOTOR OR CONTROL SERIAL NO.) TK ELEVATOR SERVICE CONTRACT NO. US 289178
 BUILDING ELEVATOR NO. _____ CUSTOMER P.O. NO. _____ JOB NO. _____
 MAKE OF ELEVATOR TKE RATED CAR SPEED 125 F.P.M. RATED CAPACITY 3500 LBS.
 TYPE OF ELEVATOR _____

RATED CAPACITY TEST

TO COMPLY WITH AMERICAN NATIONAL SAFETY CODE ANSI A18.1 RULE 303 AND RULES 1005 & 1006. FLEX HOSE REPLACEMENT REQUIRED NOT MORE THAN 6 YEAR INTERVAL.

Flex Hose and Fittings Tested at Relief Pressure For 30 Sec. _____ Hose Replacement Date _____
 Hose Tagged with Replacement Date & SAE Type _____ Condition of Reservoir Oil _____
 Physical Dimension of Reservoir _____

Make (3) Round Trips Before Setting Relief Valve 1
 Test the relief valve setting by first inching the empty car up to engage the plunger stop ring, and then by applying additional pump pressure as required to check the setting. The maximum setting must be no greater than 125% of working pressure to comply with the American National Safety Code ANSI A17.1 Rule 1005 & 303.
 Relief Valve Setting 440 P.S.I. (Should be 125% of Heavy Load Up Working Pressure)
 Corrected Relief Valve Setting _____ P.S.I. (If Required)

No Load Working Pressure: Up 200 P.S.I.
 No Load Car Speed: Up _____ F.P.M. Down _____ F.P.M.

Relief Valve Sealed: yes NOTE: Code Requires Relief Valve Setting Be Sealed.

See Rule 1005 and locate car at any convenient level. Open the disconnect switch and locate the elevation of the platform with respect to a convenient reference. Do not shut off any valves in the line. Provide adequate timbers or pipe as well as safety slings to support car and load if entering the pit.

Tank Oil Level At Start of Standing Test _____ Tank Oil Temperature At Start of Standing Test _____
 After a minimum of 15 minutes, note the position of the platform with respect to the chosen reference.
 Length of Time Car Standing-Empty 15 MIN Amount Car Settled During Standing Period _____
 Oil Temperature At End of Standing Period _____ Tank Oil Level At end of Standing Period _____
 Amount of Leakage At Packing During Test _____ Condition of Piston Packing _____

NOTE: A CHANGE IN CAR POSITION WHICH CANNOT BE ACCOUNTED FOR BY VISIBLE OIL LEAKAGE OR TEMPERATURE CHANGE OF THE OIL INDICATES A LEAK IN THE CYLINDER OR IN THE UNDERGROUND PIPING, AND NEED FOR FURTHER INSPECTION TESTS OR REPAIRS.

Pres. Switch Rule 306.14 Tested _____
 *Heavy Load Working Pressure: Up _____ P.S.I.
 *Heavy Load Car Speed: Up _____ F.P.M. Down _____ F.P.M.

Normal and Final Terminal Stopping Devices Tested
 Standby (Emergency Battery Lowering) Power Operation Tested _____
 Power Door System Tested: Torque 25 # Kinetic _____ Ft. #
 Emergency Terminal Speed Limiting Device Tested

Was the Test Satisfactory: Yes No If not, explain _____

Representative of the Insurance Company, City or State Inspector or Owner, Present at test: _____

(Indicate Name and Title)

SERVICE TECHNICIAN'S SIGNATURE [Signature] SUPT. SIGNATURE _____
 Copy of this Report Given to Customer: Yes No CUSTOMER'S SIGNATURE _____

*Acceptance Test Only

<input checked="" type="checkbox"/>	Storage maintained 2' below the ceiling in non-sprinkler protected areas	IFC2006 315.2.1
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STRUCTURES

<input checked="" type="checkbox"/>	Required fire separation intact	IFC2006 703
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Compliance: Yes No _____ Re-inspection on/or after date: _____

Owner/Manager: Dana Giles Date: 2/14/25

Email: gm@bwduchesne.com

Phone #: 435-738-6666

Fire Chief/ Inspector: Ray G Date: 02/14/25

Phone #: 435-630-4113

Fire Safety Inspection Checklist

Workplace Name/Location **Best Western** **Duchess Inn**
 Date of Inspection **2-14-25** Inspector Name **Josh Phillips**

INSTRUCTIONS:

This checklist is designed to assess the fire safety measures in the workplace. Carefully review each item and mark the corresponding checkbox to indicate compliance or note any observations and areas for improvement. Use the "Notes/Observations" section to provide additional details, corrective actions, and any required follow-up.

FIRE EXITS AND EVACUATION

- Emergency Exits: Verify that all emergency exits are clearly marked and unobstructed. Yes No NA
- Exit Signs and Lighting: Check if exit signs are illuminated and visible in case of power failure. Yes No NA
- Evacuation Plan: Ensure that the workplace has an updated evacuation plan posted. Yes No NA

Observations / Notes:
 [Insert Fire Safety checklist observations and corrective actions, if any]

FIRE ALARM SYSTEM

- Fire Alarms: Inspect fire alarm systems for proper functioning and regular testing. Yes No NA
- Audible Alarms: Check if audible alarms can be heard throughout the workplace. Yes No NA
- Fire Drills: Verify that regular fire drills are conducted with documented results. Yes No NA

Observations / Notes: **- Do Fire Drill training @ new hires**
 [Insert Fire Safety checklist observations and corrective actions, if any] **- annual video training.**

FIRE EXTINGUISHERS

- Extinguisher Types: Inspect fire extinguishers for the appropriate type based on potential hazards. Yes No NA
- Extinguisher Locations: Check if fire extinguishers are easily accessible and properly mounted. Yes No NA
- Extinguisher Inspections: Ensure that fire extinguishers are inspected as required. Yes No NA

Observations / Notes:
 [Insert Fire Safety checklist observations and corrective actions, if any]

SPRINKLER SYSTEMS

- Sprinkler Locations: Verify that sprinkler heads are not blocked and provide adequate coverage. Yes No NA
- System Maintenance: Check if sprinkler systems are properly maintained and inspected. Yes No NA
- Activation Mechanism: Ensure that the sprinkler system is automatically activated when needed. Yes No NA

Observations / Notes: *annual checks & inspection.*
 [Insert Fire Safety checklist observations and corrective actions, if any]

FIRE SUPPRESSION EQUIPMENT

- Suppression Equipment: Inspect any additional fire suppression systems in place (e.g., foam, gas). Yes No NA
- Proper Functioning: Check that fire suppression equipment is in good working condition. Yes No NA
- Maintenance Records: Verify that maintenance records for fire suppression equipment are available. Yes No NA

Observations / Notes
 [Insert Fire Safety checklist observations and corrective actions, if any]

FIRE HAZARDS AND HOUSEKEEPING

- Combustible Materials: Identify and address potential fire hazards related to combustible materials. Yes No NA
- Housekeeping: Ensure that work areas are kept clean and free from clutter. Yes No NA
- Electrical Hazards: Check for electrical hazards that may lead to fire incidents. Yes No NA

Observations / Notes: *materials around the fire sprinkler suppression room needs a little attention.*
 [Insert Fire Safety checklist observations and corrective actions, if any]

FIRE SAFETY TRAINING

- Fire Safety Training: Review training records to ensure employees have received fire safety training. Yes No NA
- Training Frequency: Verify that fire safety training is conducted at least annually. Yes No NA
- Fire Safety Roles: Ensure that designated employees understand their roles during emergencies. Yes No NA

Observations / Notes:
 [Insert Fire Safety checklist observations and corrective actions, if any]

FIRE SAFETY SIGNAGE

Fire Safety Signs: Check if fire safety signs are placed appropriately (e.g., "No Smoking" signs)

Yes No NA

Fire Extinguisher Signs: Ensure that fire extinguisher location signs are visible and legible.

Yes No NA

Exit Signs: Verify that exit signs are properly illuminated and well-maintained.

Yes No NA

Observations / Notes:

[Insert Fire Safety checklist observations and corrective actions, if any]

ADDITIONAL NOTES/OBSERVATIONS

[Insert any additional notes or Aviation Safety checklist observations made during the inspection]

very well maintained facility. all Exits clean and marked. Extinguishers maintained. Fire control room needs attention on Moose Keeping. Everything else is in good working order for Duchesne County Fire Marshal office.

STATEMENT OF INSPECTION

I hereby certify that I have conducted the above Aviation Safety Inspection checklist and that the aviation operation has been assessed for safety and compliance. Any identified issues have been documented, and necessary corrective actions have been recommended.

Inspector's Name : Joshua Phillips

Signature : 

Date : 2-14-25

Building official:
~~APPROVED BY~~

Name : Diana Giles

Signature : 

Date : 2/14/25

gm@buduchesne.com

Inspection template by:



HOTEL INSPECTION REPORT

Hotel Name: The Best Western Inn
Address: 52 S. 500 W., Duchesne, UT 84021
Inspecting Authority: Duchesne City, Cody Fisher

Inspection Date: 2/19/2025

1. FIRE & LIFE SAFETY

Inspection Item	<input checked="" type="checkbox"/> <input type="checkbox"/>	Notes (Detailed Observations & Actions)
Emergency exits are unobstructed and easily accessible	X	
Exit doors are not locked or blocked	X	
Fire alarm system is operational and tested annually	X	System Needs Annual Certification
Smoke detectors are present and functional in all rooms and hallways	X	
Fire extinguishers are in place, properly tagged, and inspected	X	Extinguishers Need Annual Certification
Sprinkler system is in working order with no obstructions	X	Sprinkler System Needs Annual Certification
Illuminated "Exit" signs are installed and working	X	Exit Signs Need Battery Backup
Fire evacuation maps are posted in guest rooms and hallways	X	
Carbon monoxide detectors are installed where needed	X	
Commercial kitchen hood and suppression system are maintained (if applicable)		N/A

2. ELECTRICAL & MECHANICAL SAFETY

Inspection Item	<input checked="" type="checkbox"/> <input type="checkbox"/>	Notes (Detailed Observations & Actions)
Electrical panels are accessible, labeled, and properly secured	X	Remove obstructions in front of panels 36"x36"
No exposed wiring or damaged electrical outlets	X	Exterior outlets (2) need in-use covers. One is damaged and the other is not present.
Outlets near water sources have GFCI protection	X	One exterior outlet on West side of Bldg. needs GFCI protection added.

Inspection Item	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notes (Detailed Observations & Actions)
Emergency lighting functions properly		X	Multiple emergency lights are not operational. Lights need to work on AC and DC power.
Extension cords and power strips are used safely (not overloaded)	X		
Elevator(s) inspected and certified	X		
Backup generator is tested and operational (if applicable)			N/A

3. BUILDING & STRUCTURAL INTEGRITY

Inspection Item	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notes (Detailed Observations & Actions)
No visible structural damage (cracks, leaning walls, sagging ceilings)	X		
Windows and doors open, close, and lock securely	X		
No tripping hazards (loose carpets, uneven flooring, missing tiles)	X		
Stairways have handrails and are free of obstructions	X		
Roof is in good condition with no visible leaks	X		

4. PLUMBING & WATER SAFETY

Inspection Item	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notes (Detailed Observations & Actions)
No leaks under sinks, toilets, or water heaters	X		
Hot and cold water available with proper pressure	X		
Drains are clear, with no clogs or standing water	X		
Restrooms have working toilets, sinks, and soap dispensers	X		

5. HOUSEKEEPING & SANITATION

Inspection Item	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notes (Detailed Observations & Actions)
Guest rooms and common areas are clean and well-maintained	X		

Inspection Item	<input checked="" type="checkbox"/> <input type="checkbox"/>	Notes (Detailed Observations & Actions)
No signs of pests (rodents, bed bugs, cockroaches, etc.)	X	
Bedding, linens, and towels are properly cleaned and stored	X	
Public restrooms are sanitized and stocked with supplies	X	
Trash is properly disposed of, and bins are emptied regularly	X	

6. POOL & SPA SAFETY (IF APPLICABLE)

Inspection Item	<input checked="" type="checkbox"/> <input type="checkbox"/>	Notes (Detailed Observations & Actions)
Water clarity and chemical balance meet health code requirements	X	The pool and associated components are in the process of being repaired. - OK
Pool area is clean, with no safety hazards		
Proper fencing and safety signage are in place		
Pool drain covers comply with safety regulations		

7. FOOD SERVICE & KITCHEN SAFETY (IF APPLICABLE)

Inspection Item	<input checked="" type="checkbox"/> <input type="checkbox"/>	Notes (Detailed Observations & Actions)
Kitchen area is clean and free of pest infestations	X	
Food is stored properly with expiration dates checked	X	
Refrigeration and freezer units maintain proper temperatures	X	
Grease traps and exhaust fans are cleaned regularly		N/A

8. ACCESSIBILITY (ADA COMPLIANCE)

Inspection Item	<input checked="" type="checkbox"/> <input type="checkbox"/>	Notes (Detailed Observations & Actions)
Required number of ADA-compliant guest rooms available	X	
Doors are wide enough for wheelchair access	X	
Grab bars are installed in accessible bathrooms	X	
Elevators and public spaces accommodate accessibility needs	X	
ADA parking spaces are correctly marked and available	X	Need to remove snow from the ADA parking spaces and ramps.

9. SECURITY & GUEST SAFETY

Inspection Item	<input checked="" type="checkbox"/> <input type="checkbox"/>	Notes (Detailed Observations & Actions)
Room doors have working locks and peepholes	X	
Key card or access control system is functional	X	
Security cameras are operational and cover key areas	X	
Staff is trained on emergency response procedures	X	
First aid kits and AEDs (if required) are available	X	

10. PERMITS & DOCUMENTATION

Inspection Item	<input checked="" type="checkbox"/> <input type="checkbox"/>	Notes (Detailed Observations & Actions)
Business license and hotel permits are up to date	X	
Health and fire inspection records are available	X	
Sprinkler and fire alarm system inspection reports are current	X	Need annual re-certification
Employee safety training records are maintained	X	
Emergency contact numbers are posted for staff reference	X	

Inspection Comments:

I recommend approving the application for business license renewal with the condition that the applicants address the listed items and successfully pass a re-inspection within 30 days. The deadline for compliance is set for **March 24, 2025**.

R. Coaffine

Feb 19, 2013 at 1:13 PM
+40, 182881, -110, 40947
Gody Fish



Feb 19, 2020 at 1:43
+40, 162488, -110, 4097
Cody Fish



Feb 19, 2020 at 1:31:43
#40,162302,-110,40966
Gody Fish



Feb 19, 2015 at 1:43 PM
+10.182420,-110.40873
Cody Fish



Feb 19, 2025 at 12:16:14
+40,162495,-110,40929
Gody Fish



Feb 19, 2020 at 11:10 AM
+10,182882-110,40957
Gody Fish



Feb 19, 2025 at 12:13 PM
+40.162632,-110.40957
Cody Fish



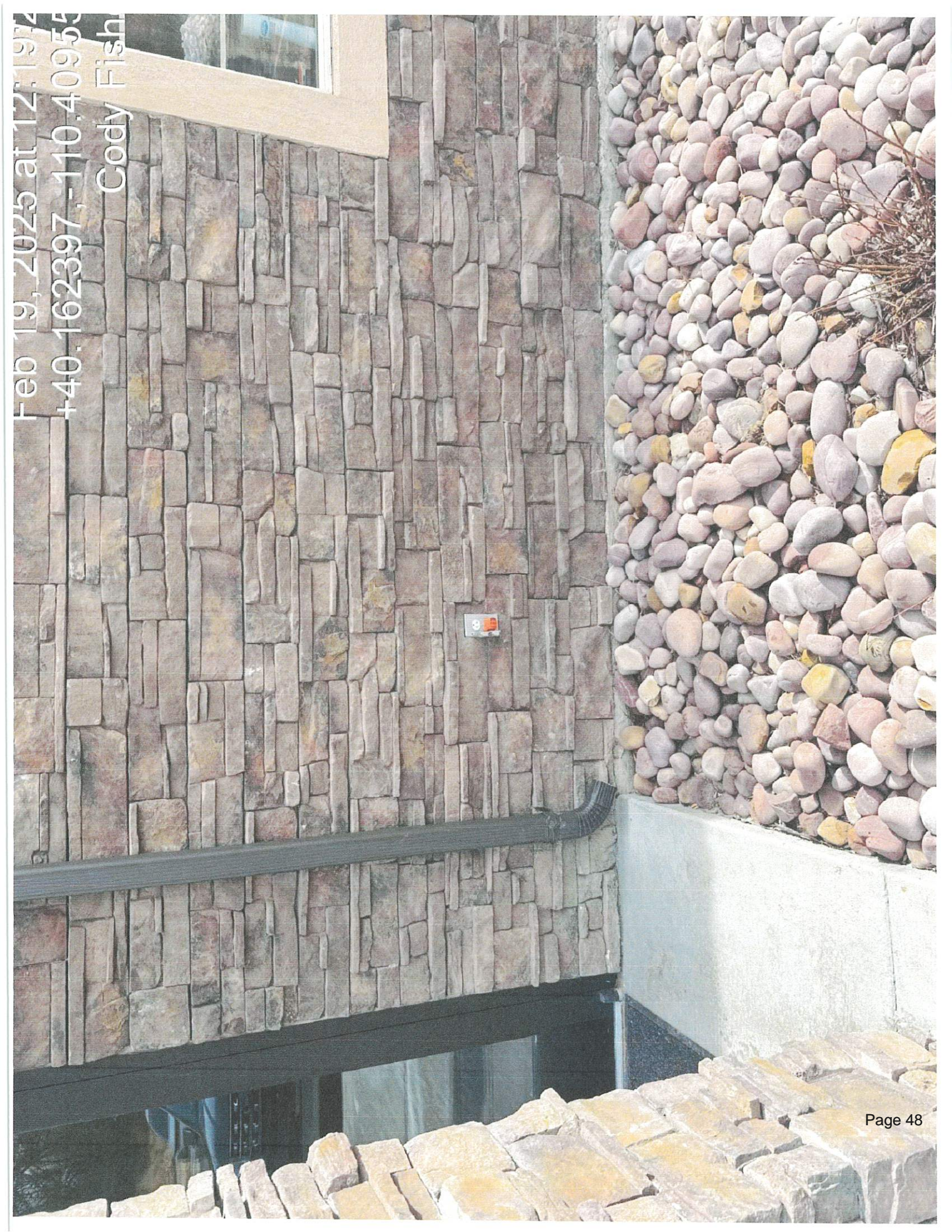
Feb 19, 2025 at 12:16 PM
+40.162577, -110.40892
Cody Fish



Feb 19, 2025 at 12:17:33
+40.162423,-110.40899
Cody Fish



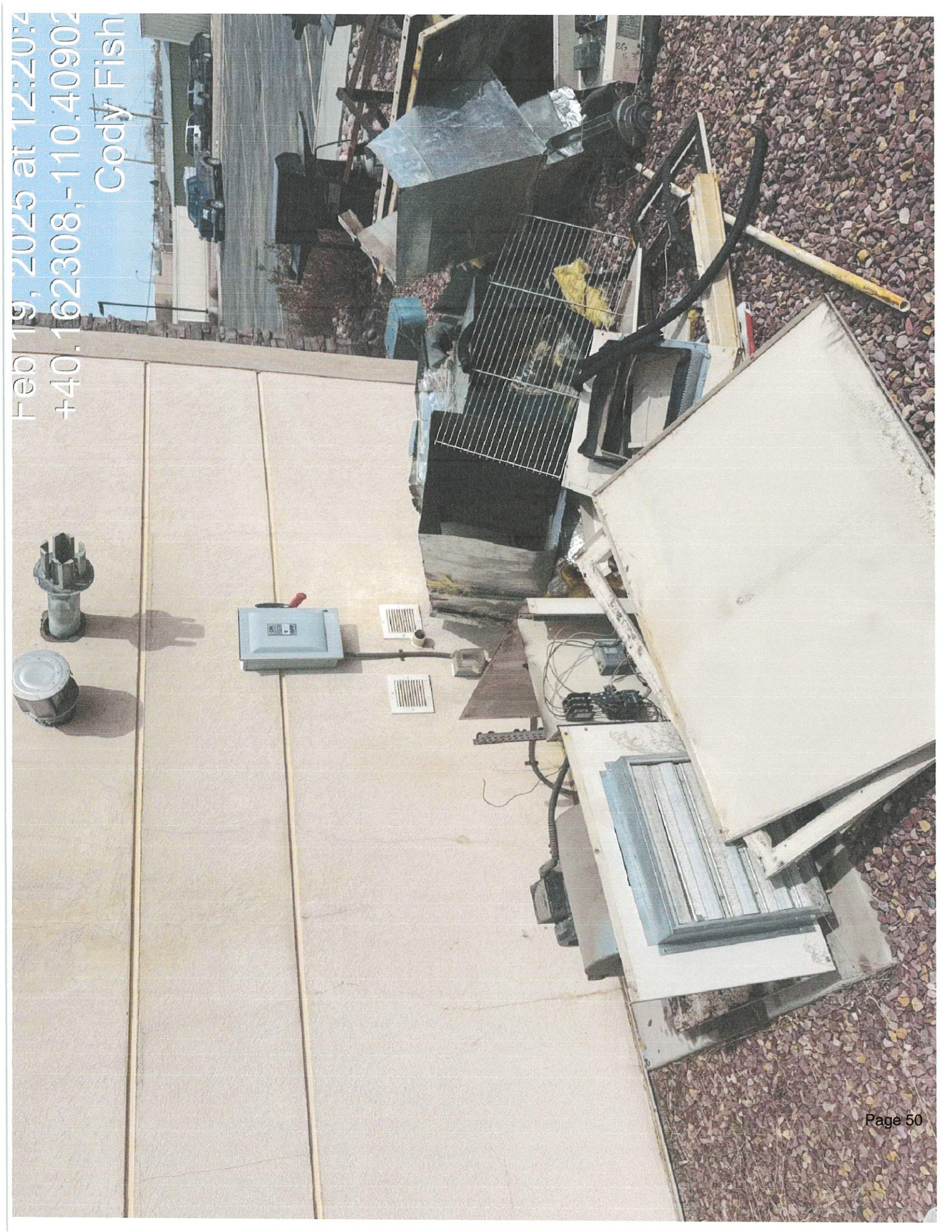
Feb 19, 2025 at 12:19:12
+40.162397, -110.40955
Cody Fish



Feb 19, 2025 at 12:19:33
+40.162397,-110.409555
Cody Fish



Feb 19, 2025 at 12:20:24
+40.162308,-110.40902
Cody Fish



Feb 19, 2025 at 12:22:30
+40.162452,-110.409440
Cody Fish

DO NOT REMOVE

BY ORDER OF THE STATE FIRE MARSHAL
TYPE 1, 2 - H1, H2

NOV	OCT	SEP	AUG	JUL	JUN	MAY	2023	2024	2025
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CERTIFIED FIRE & SECURITY
3140 South 460 West
Salt Lake City, UT 84115
www.CERTIFS.com
801-281-0746

SIGNED: *[Signature]*
E-1738 H-1738

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
16	17	18	19	20	21	22	23	24	25	26	27	28	29	31

Wet Chemical Hydro Test
DIC 6 Yr. Maint. Insp.
CO2 Nalon
New Ext. Annual Insp.
Repair Recharge
Systems MIP
Clean agent

VALID 6 Months FROM DATE PURCHASED
 12 Months

Feb 19, 2025 at 12:31 PM
+40.162541,-110.40928
Cody Fish



Corporate Lead Form

Hotel Name: Duchessne

Contact Name: Carina Flores

Contact Phone Number: 405-980-9213

Contact Email: Carina.flores@libertyenergy.com

Company Name: Liberty Energy

Estimated # of Rooms Yearly: First stay need 9 rooms

Date of Inquiry: 02/18/25

FD Agent Name: Lisa Baum

Let them know that they will be contacted by a sales representative for more information.

Send this form to GM, AGM, or FDM to email to Keaton.

Remember the chain of command. FD should not reach out to Keaton directly.

Thanks all!

Some time ago I talked to Cody and Jenny about the possibility of getting new Christmas decorations for main street. They told me to get some information together and present it before the council. Danita was kind enough to agree to meet before you tonight. I am out of town, and I want to have this before you before some of the sales went off of the decorations.

I have contacted two different companies and have written estimates for some new things for the light poles. One company is located in Cottonwood Heights and the other in Lenexa, Kansas.

I met with Danita and Mona and we decided on a couple of different things for the poles. Both Roosevelt and Vernal had lighted tinsel this past Christmas and it looked very sharp. The company in Cottonwood Heights, Design West, designed these especially for Roosevelt. You will see on the one estimate sheet that they are 113.00 per pole. The company in Kansas, Creative Displays, does not have lighted tinsel. It is my recommendation to go with the Utah company for these.

We all like the zig zag trees. Because our poles are not too tall, we need to go with something now bigger than 4 feet. As you can see from the Design West photos, the only 4 foot tree is called the Economy tree and is on sale for 329.00.

The zig zag tree from Creative Display is priced at 297.00.

The silhouette tree is priced at 265.50.

Both of these trees are the right sizes for our poles. You may have also noticed that they are on sale. This sale ends the end of Feb. At that time they will go up 15%, and all lights will take a price hike the first of May.

I also ask for prices on snowflakes. Again, we need to have something between 3-4 foot for our poles.

Design West only has snowflakes in 6 foot. You can see the prices for the two, Presidential and Winterfest are 604.00 and 565.00.

At this time my recommendation would be to either go with the trees or the snowflakes from Creative Design in Kansas and the lighted tinsel from Design West in Utah. There are a total of 31 poles along main street. If we did all 31, the total for the tinsel lights would be \$3503.00.

Doing 31 poles with the snowflakes would be from \$9765.00 – \$11,020.50

Doing 31 poles with trees would be between \$8230.50 - \$9207.00

The trees and snowflake prices do include the hardware to attach them to the poles.

This does not take into account making sure all the pole have the proper electrical hook ups to plug the lights in.

I would suspect the entire project would cost about \$21,000.00 without electrical updates.

Thank you for your consideration on this. Remember the sale prices are only good for a few more weeks.

Thank you, Dawnette Browning, Beautification Committee Chairperson



Proposal

Date	Estimate #
1/15/2025	7342

Name / Address
Duchesne City Dawnette Browning PO Box 484 Duchesne, UT 84021-0484 US

Ship To

P.O. No.	Rep	Project	E-MAIL	JOB
RFQ 29134	CB			
Item	Description	Qty	Cost	Total
PMET4-LED J	**DISCOUNT PRICING IF ORDERED BY FEBRUARY 28, 2025** 4 FOOT ECONOMY SILHOUETTE TREE USING C-7 LED LAMPS **REGULAR PRICE: \$295.00**	1	265.50	265.50T
PM4Z-SIL-LED F	POLE MOUNTED 4 FOOT SILHOUETTE ZIG ZAG TREE WITH C-7 LED LAMPS **REGULAR PRICE: \$330.00**	1	297.00	297.00T
J2-5L-LED	5 INCH GARLAND WITH LEDLIGHTS **PRICED PER FOOT**	1	8.00	8.00T
SHIPPING (FUT...	(ACTUAL SHIPPING CHARGES TO BE ADDED WHEN SHIPPED)		0.00	0.00T
ESTIMATE NOTE	ALL SALES ORDERS REQUIRE A 50% NON-REFUNDABLE DEPOSIT WITH THE REMAINING BALANCE DUE AT THE TIME OF SHIPPING.		0.00	0.00T
TAX EXEMPT C...	THE PURCHASER AGREES TO ALL TERMS AND CONDITIONS. ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS, WHICH CAN BE FOUND AT WWW.CREATIVEDISPLAYS.COM PLEASE EMAIL YOUR TAX EXEMPT CERTIFICATE FOR OUR RECORDS		0.00	0.00T
ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS, WHICH CAN BE FOUND AT:WWW.CREATIVEDISPLAYS.COM			Total \$570.50	
Phone #	Fax #	E-mail		
913-402-9617	913-402-8487	CHRIS@CREATIVEDISPLAYS.COM		



COMMERCIAL-GRADE HOLIDAY LIGHTING & DECOR

14150 Santa Fe Trail Dr, Lenexa, KS 66215

Proposal

Date	Estimate #
2/7/2025	7426

Name / Address
Duchesne City Dawnette Browning PO Box 484 Duchesne, UT 84021-0484 US

Ship To

P.O. No.	Rep	Project	E-MAIL	JOB
	LW			
Item	Description	Qty	Cost	Total
PMSFS3LED J	POLE MOUNTED 3' STANDARD SNOWFLAKE USING C-7 LED LIGHTS	1	315.00	315.00T
PM3-TD-DLX-SF... B	POLE MOUNTED 3 FOOT SILHOUETTE DELUXE TEARDROP SNOWFLAKE MADE WITH C-7 LED LAMPS	1	355.50	355.50T
SHIPPING (FUT...)	(ACTUAL SHIPPING CHARGES TO BE ADDED WHEN SHIPPED)		0.00	0.00T
	Total sales tax calculated by AvaTax		0.00	0.00
ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS, WHICH CAN BE FOUND AT:WWW.CREATIVEDISPLAYS.COM			Total \$670.50	
Phone #	Fax #	E-mail		
913-402-9617	913-402-8487	CHRIS@CREATIVEDISPLAYS.COM		



6905 So. 1300 E. #486
 Cottonwood Heights, Ut. 84047
 (800) 445-9627 - (801) 261-4646 - Fax: (801) 281-2651

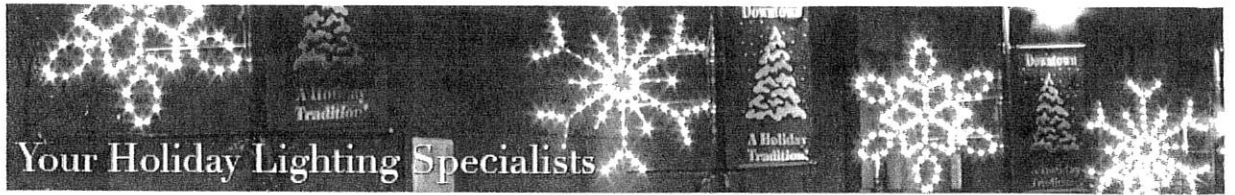
Estimate

Name/Address
City of Duchesne
P.O. Box 974
Duchesne, UT 84021
Attn. Dawnette Browing

Date	Estimate No.	Project
02/03/25	20254	

Item	Description	Quantity	Cost	Total
Cust. P9 14	P-700 Presidential Snowflake 6' w/LED Lamps & Hardware. List: 845.00 - SALE \$604.00	1	604.00	604.00
Cust. P9 14	PWW-529 6' Winterfest Snowflake w/LED Lamps & Hardware. LIST 825.00 - SALE \$565.00	1	565.00	565.00
Cust.	PWW-107 3' Star Snowflake w/LED Lamps & Hardware. LIST: \$610.00 - SALE \$417.00	1	417.00	417.00
Cust.	P-472S 4' Zig Zag Tree w/LED Lamps & Hardware. List: \$480.00 - SALE: \$329.00	1	329.00	329.00
Cust.	PMCT-113 8' Economy Z Tree w/LED Lamps & Hardware. List \$662.00 - SALE: 453.00	1	453.00	453.00
Cust.	P-120S 8' Silhouette Fantasy Tree w/LED Lamps & Hardware. List: \$750.00 - SALE: 513.00	1	513.00	513.00
Cust.	PMCT-131 8' Splendid Tree w/LED Lamps & Hardware. List: \$1210.00 - SALE: \$828.00	1	828.00	828.00
Cust.	Custom Pole Wrap - 20' Red/Silver Met. - 6" Garland w/A-004 40 C7 LED Lamps ea. . 9' Lead w/Male Plug. List \$165.00 ea. SALE: 113.00 ea.	1	113.00	113.00

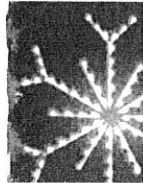
Contact us if you have any questions. Thank You.



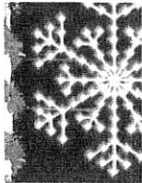
- Sales/Promotions
- Lighting
- New Products
- Pole Mounts
- Lamp Posts
- Self Standing
- Building Front
- Roof Top
- Arches
- Skylines
- Outdoor Trees
- Wreaths
- Garland
- Accessories
- Custom
- Online Catalog
- Contact Us

Silhouette Pole Mounts

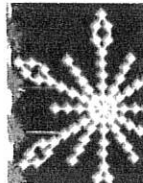
Garland Wrap Pole Mounts



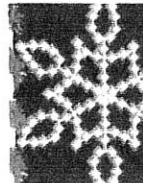
Snowflake with 12 points



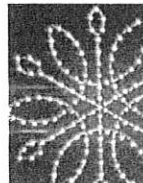
Snowflake with 8 points



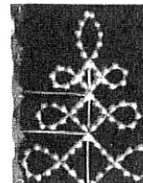
Snowflake with 6 points



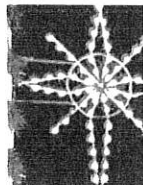
Snowflake with 4 points



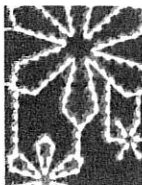
Snowflake with 2 points



Snowflake with 1 point



Reindeer silhouette



Snowflake with 12 points



Reindeer silhouette



Reindeer silhouette



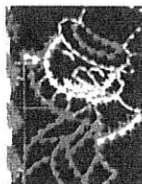
Reindeer silhouette



Reindeer silhouette



Santa Claus silhouette



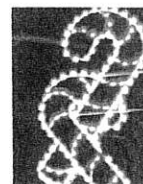
Santa Claus silhouette



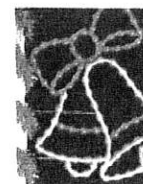
Candy cane silhouette



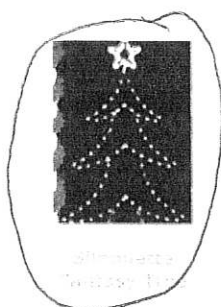
Candy cane silhouette



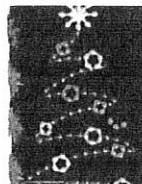
Candy cane silhouette



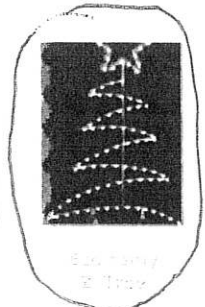
Bell silhouette



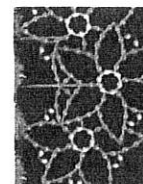
Christmas tree silhouette



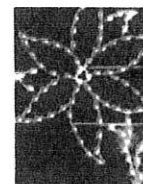
Christmas tree silhouette



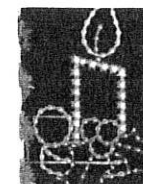
Christmas tree silhouette



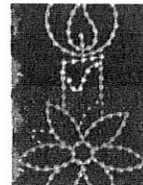
Snowflake with 12 points



Snowflake with 12 points



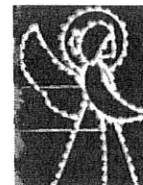
Snowflake with 12 points



Snowflake with 12 points



Snowflake with 12 points



Snowflake with 12 points



Snowflake with 12 points

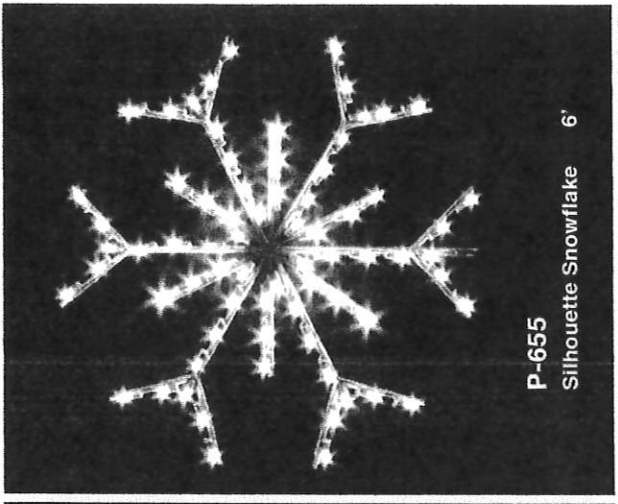
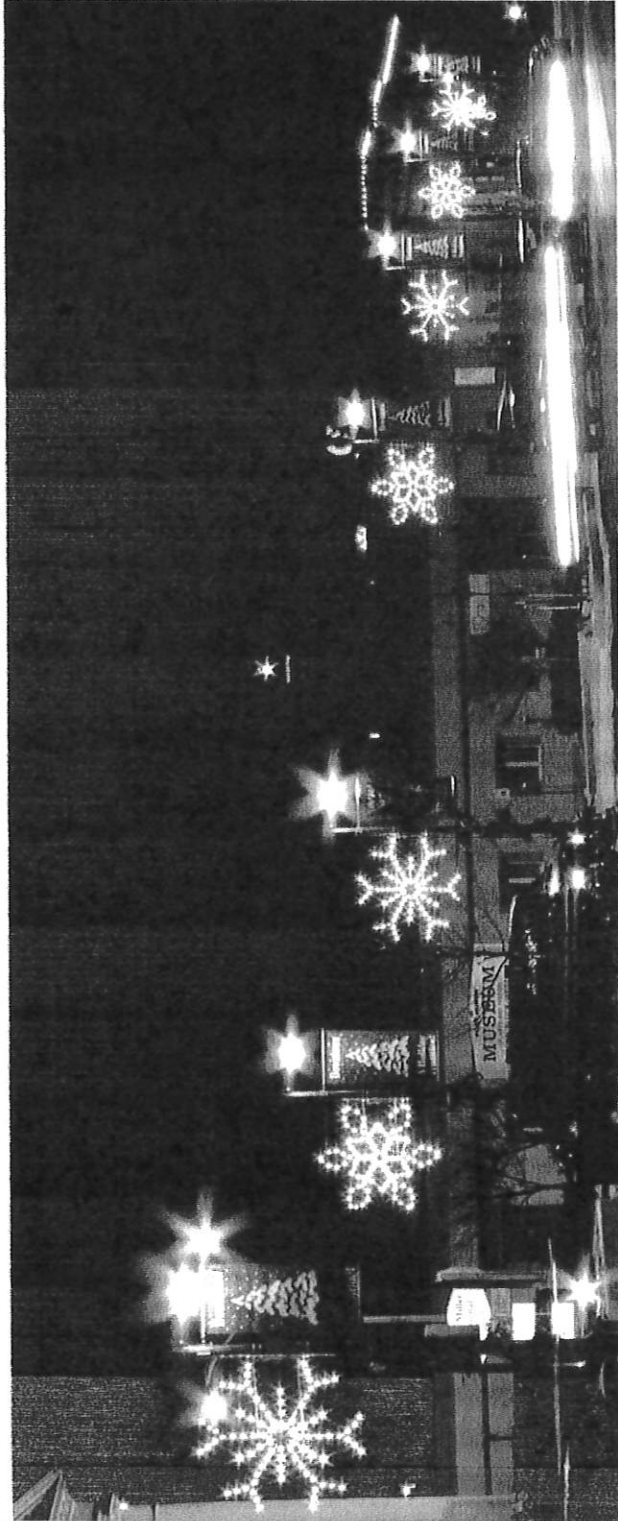


Snowflake with 12 points

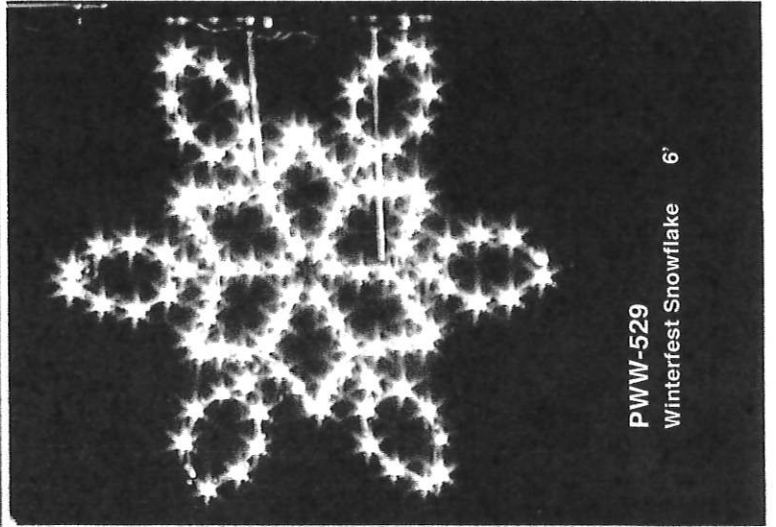


Snowflake with 12 points

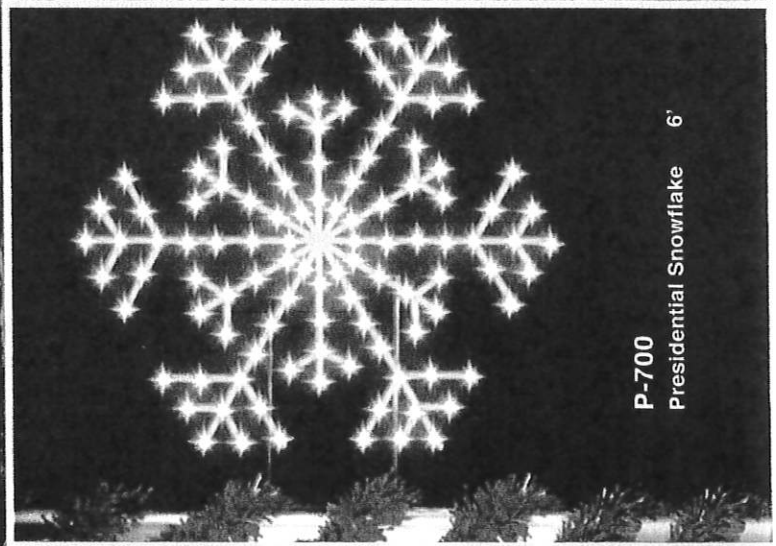
Pole Mounts



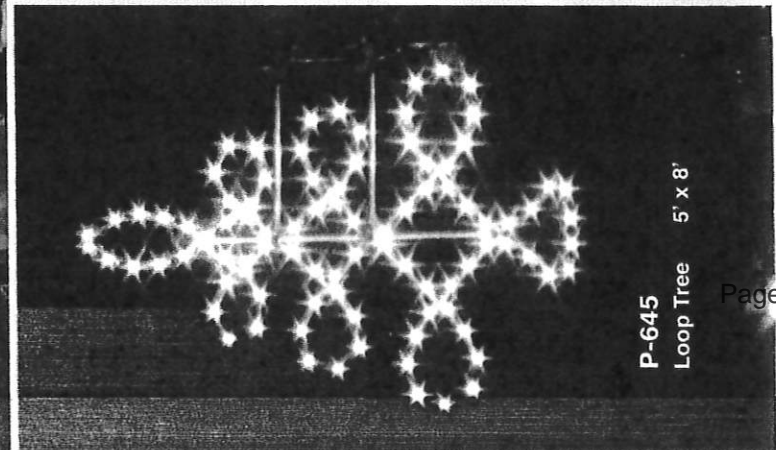
P-655
Silhouette Snowflake 6'



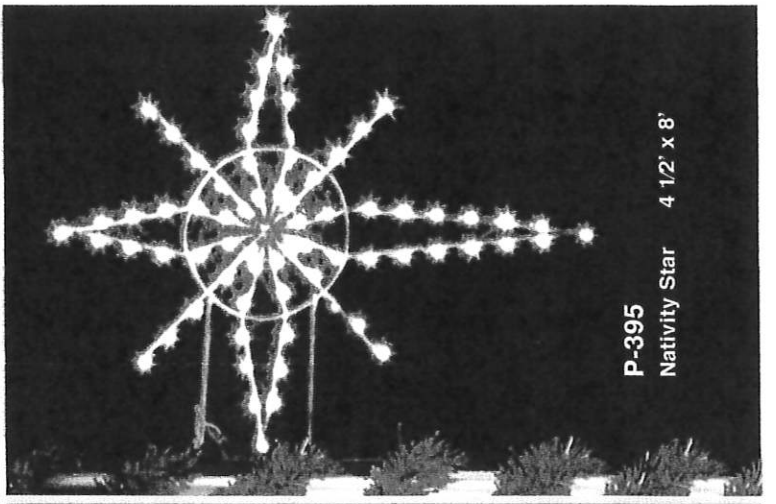
PWW-529
Winterfest Snowflake 6'



P-700
Presidential Snowflake 6'



P-645
Loop Tree 5' x 8'



P-395
Nativity Star 4 1/2' x 8'



- Sales/Promotions
- Lighting
- New Products
- Pole Mounts
- Lamp Posts
- Self Standing
- Building Front
- Roof Top
- Arches
- Skylines
- Outdoor Trees
- Wreaths
- Garland
- Accessories
- Custom
- Online Catalog
- Contact Us

Silhouette Pole Mounts

Garland Wrap Pole Mounts



Silhouette Snowflake



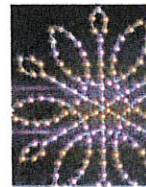
Presidential Snowflake



Diamond Snowflake



Winterfest Snowflake



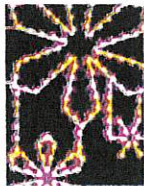
Spiral Snowflake



Loop Tree



Nativity Star



Snowflake Cascade



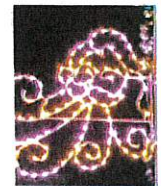
Standing Deer



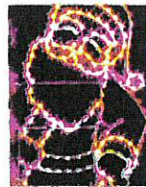
Leaping Buck



Elegant Leaping Deer



Old Man Winter



St. Nick



Hat Tipping Snowman



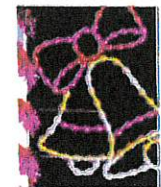
Candy Cane



Holly n' Canes



Candy Canes



Bells with Bow



Silhouette Fantasy Tree



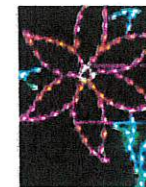
Ornament Tree



Economy Z-Tree



Triple Poinsettia



Poinsettia with Stem



Holly Candle



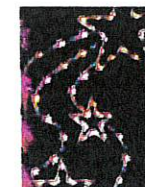
Candle with Poinsettia



Heavenly Angel



Angel of Light



Cascading Star

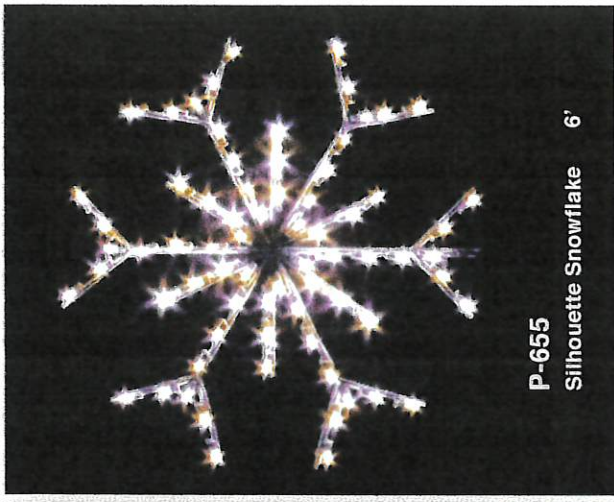


Lollipop

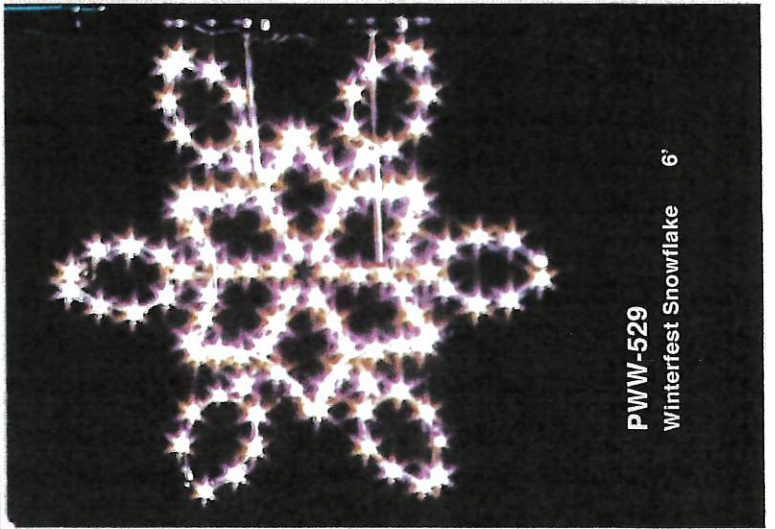


Resting Penguin

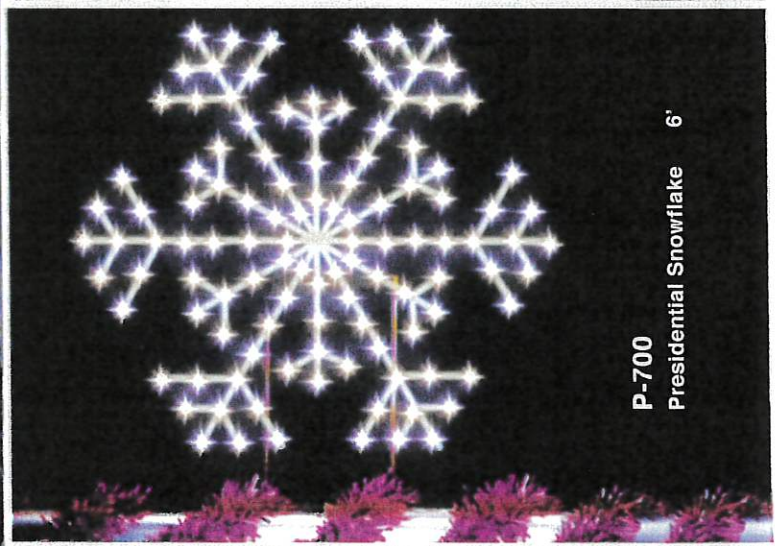
Pole Mounts



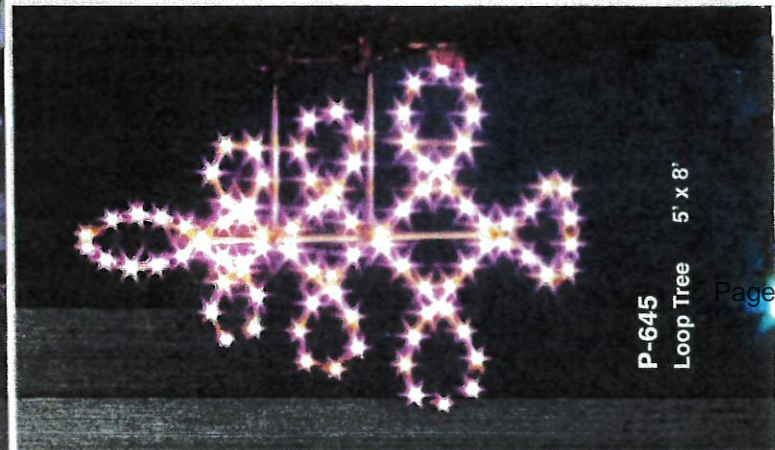
P-655
Silhouette Snowflake 6'



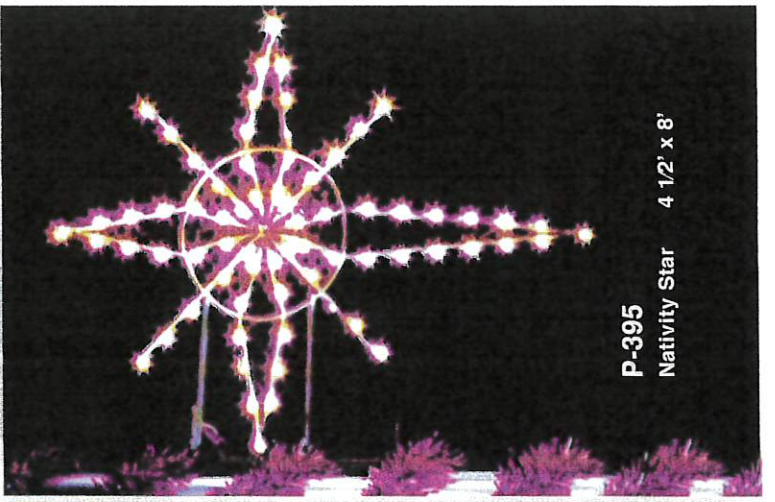
PWW-529
Winterfest Snowflake 6'



P-700
Presidential Snowflake 6'



P-645
Loop Tree 5' x 8'



P-395
Nativity Star 4 1/2' x 8'

Duchesne County Commercial Lease Agreement with Duchesne City

This Commercial Lease Agreement ("Lease") is made on the 15th day of January 2025, to be effective through December 31, 2050, by and between Duchesne County, Utah, a political subdivision, by and through the Board of Duchesne County Commissioners, ("Landlord") and Duchesne City, a limited purpose local government entity, ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 390 South Center Street, Duchesne, Utah, 84021, formerly known as the Duchesne County Blue Building or Fair Building, and also referred to as the Duchesne City Mickelson Building.

Landlord makes available for lease a portion of the Building designated as one large space with adjoining medium area, shared common area and restrooms, shared with, at a minimum, any other party or entity authorized by Landlord (the "Leased Premises"). Such use shall be for Tenant's use and or other meetings as properly scheduled and approved by Landlord.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 15, 2025, and ending December 31, 2050, unless otherwise terminated as expressly provided herein, with or without cause, with 60 days written notice. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term.

B. Tenant may renew the Lease for extended terms of one month intervals under the same covenants, conditions and provisions as provided herein, with the Landlord's express reservation of termination of any such renewal period, with or without cause, with 30 days written notice. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease, unless the parties mutually agree in writing.

2. **Rental.**

A. Tenant shall pay the Landlord an annual rental fee of \$100.00, due by March 1st of each year.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be under the same covenants, conditions and provisions as outlined herein, unless otherwise agreed to in writing.

3. **Use**

Notwithstanding the forgoing, Tenant may use the Leased Premises for all valid and legal business uses and purposes related to the operation of Duchesne City. Landlord shall retain the right to take full possession and use of the Leased Premises during the week of the Duchesne County Fair each year of the Term of this Lease, excluding Classrooms 1 and 2. Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. **Sublease and Assignment.**

Tenant shall have the right, to sublease, assign or otherwise share the leased premises pursuant to this Lease.

5. **Cleaning, Repairs & Maintenance.**

A. During the Lease term, Tenant shall maintain the leased premises in a commercially reasonable clean and tidy state. During the Lease term, Tenant shall also make all necessary repairs to the Leased Premises, at Tenant's expense unless such cost is deemed significant by the parties and expressly agreed to in writing for Landlord to bear the cost of such repairs. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

B. Landlord, by and through its Duchesne County Building and Grounds Supervisor Shane Jenkins or his employee, will coordinate with Tenant on all significant repair matters, including federal, state and local compliance with HAZMAT and Safety considerations and requirements.

C. During the Lease term, Tenant shall notify Landlord of any conditions or concerns for repairs necessary to the Leased Premises, and Landlord shall coordinate with Tenant for review of requested repairs. Landlord shall complete such repairs as deemed required by Landlord, in Landlord's sole discretion, including such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, and major mechanical systems, the structure or roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant shall not have the right without Landlord's prior written consent, to make any remodel, permanent redecorations, or additions, improvements or replacements of any or all of the Leased Premises. In the event that such prior written consent of Landlord is secured, all such remodel, decorations, additions, improvements or replacements shall be performed and provided in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Real and Personal Property Taxes and Furnishings.

A. Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

B. The parties agree that the lease of the Leased Premises includes the use of any surplus furnishings, including such office furnishings and fixtures as viewed during Tenant walk-through. Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use.

8. Insurance & Indemnity.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent or other obligations of Tenant shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of an amount commercially reasonable for such premises to cover combined single limit coverage of bodily injury, property damage or combination thereof. The parties acknowledge that such coverage is a material term of the lease. The parties further acknowledge that the Tenant does not currently have such policy coverage and that the parties agree to work together and assist one another in any required applications to secure such coverage. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

D. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorneys fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Lease Premises.

9. Utilities.

The Tenant shall transfer all utilities into its name and pay all charges for water, sewer, gas, electricity, and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed to in writing by the parties. Tenant shall pay for internet services and connections. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. **Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

13. **Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord, subject to Landlord's sole discretion referred to herein. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent or other obligations or other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. **Default.**

If default shall at any time be made by Tenant in the payment of rent or other obligations when due, including but not limited to the maintenance of the leased premises in a commercially reasonable clean and tidy state, Landlord shall provide written notice of such default to Tenant with an opportunity to correct such default to the Landlords' discretionary satisfaction within fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord. Where Tenant fails to correct the default or otherwise bring Tenant's use and conduct into full compliance with the covenants, conditions and provisions as provided herein, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Notwithstanding such provisions for default by Tenant and opportunity to correct, Landlord expressly reserves and the parties expressly agree that Landlord may terminate the lease by providing 60 days written notice to the Tenant, for no reason or any reason.

15. **Condemnation.**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. **Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord

is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

17. **Security Deposit.**

Unless Landlord expressly waives its right to require a Security Deposit as outlined herein, the Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or other obligations, or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or other or other obligations or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit, if any, remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

18. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Duchesne County Commission
P.O. Box 270
734 N. Center Street
Duchesne, UT 84021
Phone: 435-738-1100

If to Tenant to:

Duchesne City
ATTN: Mayor
500 E Main St.
Duchesne, UT 84021

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. **Severability**

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

20. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

22. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent or other obligations payable hereunder until Tenant shall have been fully reimbursed for such expenditures.

23. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

24. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

25. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**LANDLORD - DUCHESNE COUNTY COMMISSION
BY ITS CHAIR**

Greg Miles

**TENANT – DUCHESNE CITY
BY ITS MAYOR**

Tenant Signature