



ROOSEVELT Utah

ROOSEVELT CITY COUNCIL NOTICE AND AGENDA

April 18, 2023

Notice is hereby given that the Roosevelt City Council will hold their regularly scheduled meeting on Tuesday April 18, 2023, at the Roosevelt Municipal Building, 255 South State Street, Roosevelt, Utah. The meeting shall begin promptly at 5:30 p.m.

The agenda will be as follows:

1. Call to Order
2. Roll Call
3. Opening Ceremony (*prayer and pledge of allegiance*)
4. Minutes
 - a. April 4, 2023,
5. Public Comment Period

if you would like to make a comment, but are unable to attend the meeting, please consider emailing your comment to citycouncil@rooseveltcity.com
6. Committee Appointments
7. Recognitions
8. Action Items
 - a. Consideration of Utah Retirement Systems Long Term Disability Program Agreement
 - b. Public Defender Contract
 - c. Bake Annexation Petition Acceptance
 - d. Golf Course Food Service RFP
9. Discussion Items
 - a. Central Park Naming Discussion
 - b. Field Use Contract and Fee Schedule Discussion
 - c. City Beautification
10. Purchase Orders & Financial Review
11. City Manager Report
12. Committee Reports
13. Items for Future Discussion
14. Closed Session as for the purposes listed in Utah Code 52-4-205(1)(d)
15. Adjourn

Further information can be obtained by contacting Sunshine Bellon at (435) 725-7205. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Sunshine Bellon at 255 South State Street, Roosevelt, Utah, 84066, at least three days prior to the hearing to be attended.



Roosevelt City Corporation

255 South State Street
Roosevelt, Utah 84066

(435) 722-5001
722-5000 Fax

Rooseveltcity.com

ROOSEVELT CITY ANNEXATION PETITION

PETITION TITLE: Bake Annexation

PROPERTY LOCATION: S State St. Right before the bend to Hollow Drive

ACREAGE: 2.78

AFFECTED PROPERTY OWNERS

within annexation area

PROPERTY OWNER NAMES:	PROPERTY ADDRESS	PARCEL ID#
Joshua Bake, Betsy Bake	S 89° 57' 06" W (see attached map)	lots 6 & 7

Attach additional sheet as needed

MAIN CONTACT PERSON

It is the Main Contact's responsibility to notify/inform other property owners of any notifications or information received regarding this Annexation Petition

Name Betsy Bake Phone 801-916-4457
Mailing Address 392 East 2900 South City Naples
State Utah Zip 84078 Email betsybake@gmail.com

INCLUDE WITH THIS PETITION (in accordance with UCA §10-2-403):

1. A copy of the Notice of Intent to File an Annexation Petition sent to affected entities as required, the date the notice was sent, and a list of the affected entities to which notice was sent.
2. Signature page(s) (must include the required statement) of property owners that are within the proposed annexation area.
3. One 24" x 36" accurate and recordable (mylar) map, prepared by a licensed surveyor, of the area proposed for annexation. Mylar copy must be stamped by the surveyor and meet the requirements of UCA§ 17-23-20(4).
4. Electronic copy of prepared map sent to: sbellon@rooseveltcity.com
5. A legal property description in word format sent to: sbellon@rooseveltcity.com
6. On the date of filing with the City Recorder, deliver or mail a copy of petition (including map) to Duchesne County Recorder

Signature of Applicant(s)

Date 3/14/23

Date 3/14/23

Name _____ Phone _____

Mailing Address _____ City _____

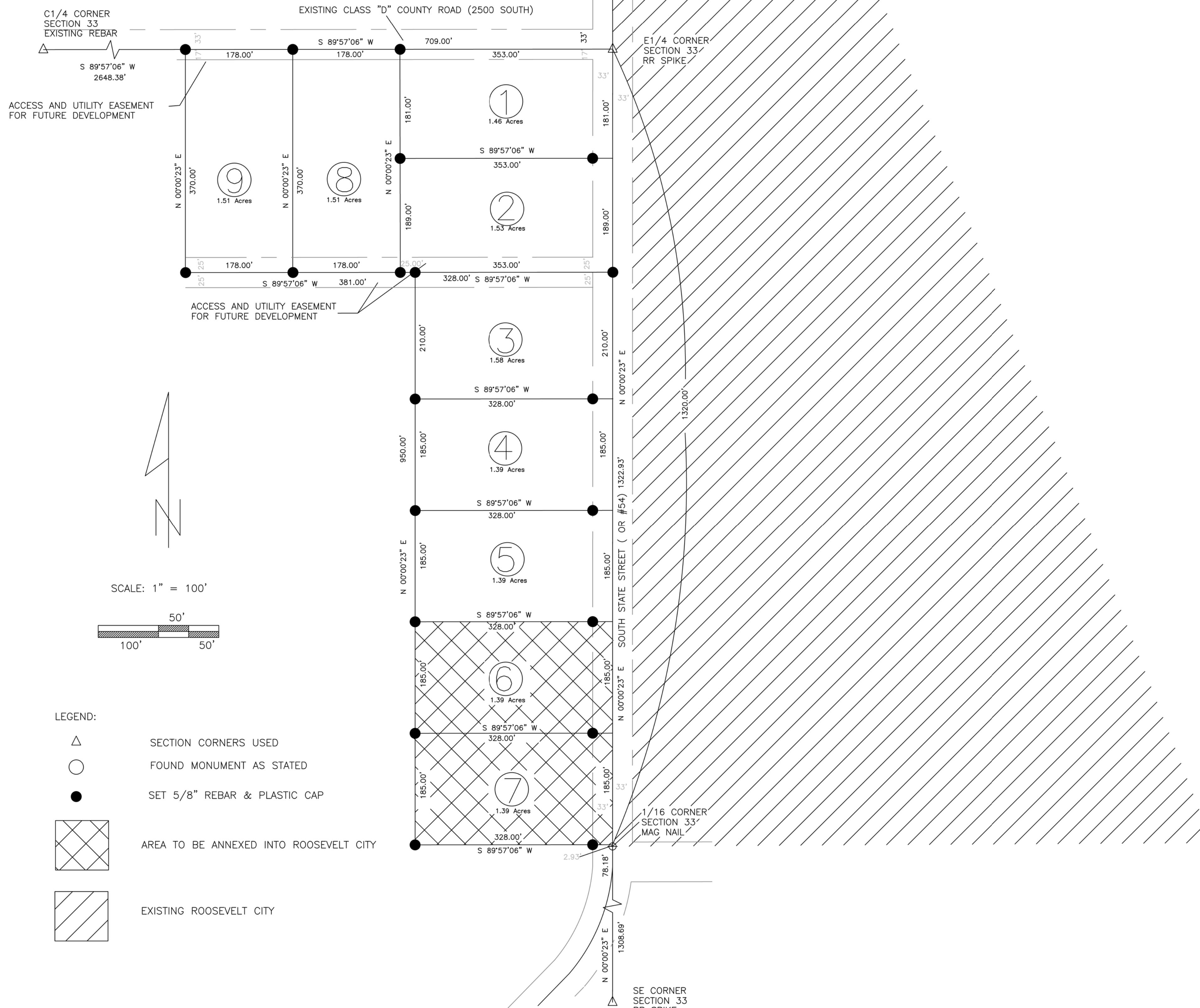
State _____ Zip _____ Email _____

COBBLE DRIVE MINOR SUBDIVISION LOTS 6 AND 7
ANEXATION INTO ROOSIVELT CITY UTAH

LOCATED IN SECTION 33, T2S, R1W, USM

DUCHEsNE COUNTY, UTAH

PETITIONED BY BETSY BAKE



DISCRIPTION OF AREA BEING ANEXED INTO THE CITY OF ROOSEVELT.
LOTS 6 AND 7 OF THE COBBLE DRIVE MINOR SUBDIVISION BEING MORE FULLY DDESCRIBED
AS: BEGINNING AT A POINT THAT IS S0°00'25"W 950.00 FEET FROM THE EAST QUARTER
CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UNTAH SPECIAL MERIDIAN;
THENCE S89°57'06"W PARALLEL TO THE EAST-WEST 1/4 SECTION LINE 328.00 FEET;
THENCE S00°00'23"W PARALLEL TO THE EAST SECTION LINE 370.00 FEET; THENCE
N89°57'06"E PARALLEL TO THE EAST-WEST 1/4 SECTION LINE 328.00 FEET TO THE EAST
SECTION LINE; THENCE N00°00'23"E ALONG THE EAST SECTION LINE 370.00 FEET TO THE
POINT OF BEGINNING. CONTAINS 2.78 ACRES, MORE OR LESS.

BASIS OF BEARINGS IS A LINE BETWEEN THE SE CORNER AND THE EAST 1/4 CORNER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UNTAH SPECIAL MERIDIAN, AND IS ASSUMED TO BEAR N 00°00'23" E.

NARRATIVE;
WE WERE ASKED TO CREAT THIS PLAT SHOWING THE ANNEXATION OF LOTS 6 AND 7 OF
COBBLE DRIVE MINOR SUBDIVISION INTO ROOSEVELT CITY.

MAYOR AND TOWN COUNCIL ACCEPTANCE
THIS IS TO CERTIFY THAT THIS LOT LINE ADJUSTMENT IN THE TOWN OF ROOSEVELT WAS DULY
APPROVED AND ACCEPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF ROOSEVELT
ON THIS DAY OF 202

MAYOR

TOWN CLERK

DUCHESNE COUNTY SURVEYOR REVIEW

I HEREBY CERTIFY THAT AT THE DUCHESNE COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA, AND FOR HARMONY WITH SURVEY CONTROL ON RECORD IN COUNTY OFFICES. THE APPROVAL OF THIS PLAT BY THE DUCHESNE COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM HIS RESPONSIBILITIES AND OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____ 202____ BY THE DUCESNE COUNTY
SURVEYOR

COUNTY SURVEYOR

COUNTY RECORDER CERTIFICATE
I HEREBY CERTIFY THAT THIS PLAT WAS FILED PROPERLY IN THE COUNTY RECORDS OFFICE.
THIS _____ DAY OF _____ 202_____.
ENTRY # _____

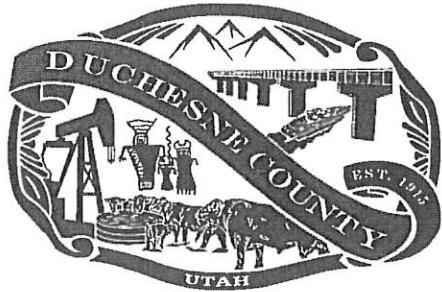
COUNTY RECORDER

SURVEYORS STATEMENT:
I CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH. I FURTHER STATE THAT I HAVE PREPARED THIS ANNEXATION PLAT AND THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ARNELDON T. DAVIS
UTAH PLS 161259

ROCKY MOUNTAIN SURVEYORS INC.
951 SOUTH 1730 WEST
VERNAL, UTAH 84078
(435) 789-6152

CLIENT: BETSY BAKE
FIELD DATE: 1/26/2023
CREW: PD
DRAWN: PD
CHECKED: ND

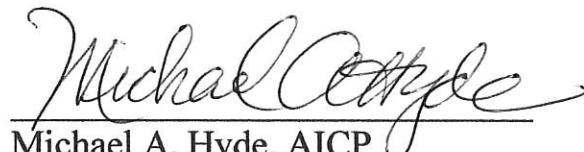


Duchesne County Community Development
734 North Center Street
P.O. Box 317 Duchesne, Utah 84021
Phone (435) 738-1152
Fax (435) 738-5522

Certificate of Mailing
Notice of Proposed Annexation to Roosevelt City
Requested by Joshua & Betsy Bake

This document shall certify to Roosevelt City that the Duchesne County Community Development Department mailed a notice of the proposed annexation by Joshua and Betsy Bake, the notice of intent to file an annexation petition, the annexation map and an aerial vicinity map, to all of the property owners within the proposed annexation area and to all of the property owners of lands situated within three hundred (300) feet of the annexation boundaries, pursuant to Section 10-2-403 of the Utah Code, on the 17th day of November, 2022.

Certified by:



Michael A. Hyde, AICP
Community Development Director



BASEBALL FIELD RENTAL CONTRACT

1. All field rentals must be scheduled, in person, through the Roosevelt city Parks and Recreation Department, dates of available field use will be decided by Roosevelt City.
2. Fields must be reserved, and scheduled, by the 20th of the prior month. If payment or rental fee is not paid by the 20th of the prior month, travel teams will not be scheduled for that month of available field and practice times. Schedules will be released on the last day of each month. (Exception games and tournaments are to go through Rec. Director) **All teams must have reserved field times to be on fields.** (Each practice will be 1 ½ hours long and number of practices per week will be determined by demand of field use)
3. Field rental will not be officially scheduled until the rental agreement has been completed, signed, and all fees are **paid in full**.
4. If the renter is reserving fields for the purpose of holding games, tournaments, or any form of competition, besides a single (one) team practice, the renter must provide proof of a minimum of \$1,000,000 liability insurance policy for each reservation. Roosevelt City must be listed as a certificate holder and additionally insured.
5. The tournament fee is \$50.00 per team this includes scheduled games. (This also includes field prep each morning of tournament, any prep during the tournament will be done by the tournament organizers. Moving pitching mounds on and off fields, installing pitching rubber, moving bases, trash clean up, extra mowing, temporary fence installation and removal, cleaning and restocking restrooms, and lights)
6. Roosevelt Parks and Recreation may refuse rental to any person/agency. Reasons may include, but are not limited to non-payment, abuse of facilities, sportsmanship issues, lack of supervision, disregarding policy, etc.
7. Alcoholic beverages, drugs, vaping, and smoking are prohibited at all Roosevelt Parks & Recreation facilities.
8. Park hours are defined as sunrise to 11:00 PM.

9. All fields with light rentals must end by 10:00 PM., with lights off by 11:00 PM.
10. No outside concessions or merchandise will be sold on rental facilities, unless approved by Recreation Manager (additional contract may be required).
11. No private attractions, bounce houses, water slides, dunk tanks, mechanical bulls, etc. Are allowed.
12. Field sizes are set and not negotiable. Renter or participants are not allowed to move base distances, pitching rubbers, goal posts, etc. Painting and dragging to be approved by department head only.

Please initial the following:

I understand my reservation may be changed due to Roosevelt City Parks and Recreation events or programs, and that I will be given credit towards the next month, if I have credit left at the end of October I will be refunded then.

I understand, due to inclement weather or poor field conditions, my reservation may be cancelled, and that I will be given credit towards the next month, if I have credit left at the end of October I will be refunded then.

I understand that non-compliance with any part of field rental contract, including damage to facility, costs of clean-up garbage removal, etc. can result in prohibition of future use of fields.

FEE SCHEDULE:

- **Roosevelt City: \$10.00 per field, per hour**
- **Diamond prep and/or field painting: \$25.00 each field**
- **Tournament fee: \$50.00 per team**

Please complete information below:

Name of Renter: _____

Phone#: _____ Agency/Team: _____

Email: _____ Address: _____

City: _____ State: _____ Zip: _____

Field/Park name: _____ Field#: _____

Dates of rental: _____

Times (begin/end) on day(s) rented: _____

Total # of days rented: _____

Total # of hours rented: _____

Diamond Prep and/or Field painting: \$25.00 each field (renter's option if available from City)

Total # of hours rented: _____ x \$10/hr.= \$ _____

Field prep / painting: _____ x \$25/hr.= \$ _____
(If available by city)

Tournament fee per team: _____ x \$50= \$ _____

Total: \$ _____

Please initial and sign: _____

Roosevelt City Residents: \$10.00 per field, per hour

Total rental fee (due at time of reservation):

_____ I have read and comply with agreement.

Renter signature:

Date: _____

_____ Roosevelt City representative:

Date: _____

Date: _____

Total: _____

Receipt # _____



ROOSEVELT *Utah*

Roosevelt City Request for Proposals (RFP) for Golf Course Food Service

Submission Information

Deadline for all submittals: 4/13/23 | 5 PM.

Printed Submission: 1 Printed Copy

Digital Submission: 1 Copy (email)

Introduction/Background/Service Description

Roosevelt Golf Course is soliciting Proposals from businesses or individuals engaged in providing food services to operate the restaurant and snack bar at the Roosevelt Golf Course for the 2023 season.

Scope of Work

Roosevelt City is seeking proposals from businesses or individuals eligible to provide food services at the Roosevelt Golf Course for the 2023 season, April 15-October 31, 2023. Upon award of contract, the selected business or individual will have exclusive right to all concessions (preparation, sale and serving of all food and beverages of any kind) at the Roosevelt City Golf Course with the exception that organizations holding golf tournaments at the course shall be allowed to provide their own catering for the duration of the tournament at their discretion. The provider will have the right to negotiate with tournaments to provide services.

Provider shall communicate with the Head Professional or his designee on a daily basis to determine appropriate hours of operation to ensure consistency and quality service to golfers and the public. During the golf season (April 15-Oct. 31) the café shall have the concession open for business to the public at the times agreed up by the provider and the Head Professional or designee. As a general rule, the City anticipates that these hours of operation will be from daylight till dusk. Exception to hours of operations must be approved by the Head Professional or his designee. Café may be operated during the off season, Nov. 1-March 1. If it is not operated during the off season or during the season at times the course is busy, the City shall have the right to provide food and beverage services from the pro shop and shall retain all revenue from such operation.

Description of Premises

Landlord leases to Tenant on the provisions hereinafter set forth, the premises identified as the hard surface flooring area of the golf course clubhouse, including the restrooms, the balcony of the clubhouse and the Pavilion located adjacent to the clubhouse except during tournaments. The premises shall be used solely by the provider for commercial purposes and shall be occupied by only one company.

Compensation

To be negotiated upon acceptance.

Proposal Requirements

Roosevelt City will review the submitted Proposals and select a service provider based on the following information. The proposals should include the following items:

- Letter of Interest where the business manager must be identified. The business manager is the provider's representative who will have full responsibility for execution of all services and fulfillment of the contract with the Roosevelt Golf Course.
- Description of services to be provided, including proposed hours of operation, menu offerings, and other relevant details.
- Related food service experience, including any other details relevant to evaluating the qualifications of the service provider to perform to successfully provide the services herein.

Submittal Instructions

The submitting businesses or individuals shall provide 1 complete hard copy and one (1) electronic copy (via email) of the Proposal. All proposals must be received by the posted due date and time and all proposals must be submitted in a sealed envelope or packaging, clearly labeled, and delivered to the following address.
jbake@rooseveltcity.com abrown@rooseveltcity.com

Attn: Josh Bake
Golf Café RFP
255 South State Street
Roosevelt, UT 84066

**AGREEMENT
UTAH RETIREMENT SYSTEMS
PUBLIC EMPLOYEES LONG-TERM DISABILITY PROGRAM**

THIS AGREEMENT is made and entered into by and between

_____ a body corporate and political subdivision of the State of Utah, for purposes of this agreement hereinafter referred to as the "EMPLOYER", and UTAH RETIREMENT SYSTEMS by and through the "PUBLIC EMPLOYEES LONG-TERM DISABILITY PROGRAM" or "LTD Program". The effective date of this agreement shall be the date executed on page 7 of this agreement.

WITNESSETH:

WHEREAS, LTD Program is obligated pursuant to Title 49, Chapter 21, Utah Code Annotated (1953, as amended), to make long-term disability benefits available to employers of the State, its educational institutions, and political subdivisions; and

WHEREAS, the EMPLOYER certifies it is a political subdivision of the State of Utah and also certifies that both the EMPLOYER and its firefighter service employees and volunteer firefighters hired on or after July 1, 2011, qualify to participate in such a program; and

WHEREAS, EMPLOYER wants to participate in the LTD PROGRAM; and

WHEREAS, EMPLOYER wants to have the LTD Program act as the long-term disability provider organization for EMPLOYER's firefighter service employees and volunteer firefighters hired on or after July 1, 2011; and

WHEREAS, THE LTD Program has agreed to make available to EMPLOYER's firefighter service employees and volunteer firefighters hired on or after July 1, 2011, the benefit program set forth in Title 49, Chapter 21, of the Utah Code Ann.

NOW, THEREFORE, for and in consideration of the agreement and provisions hereinafter contained, it is hereby agreed as follows:

SECTION 1. SCOPE OF AGREEMENT

1.1 Title 49, of the Utah Code Ann. contains the terms of the long-term disability LTD Program which govern the long-term disability benefits.

1.2 The LTD Program shall be administered by the Utah State Retirement Office, under Utah law and the policies and rules adopted by the Utah State Retirement Board and the LTD Program.

1.3 Any documents prepared and/or provided by the LTD Program are intended to be complementary to this Agreement. In the event of any inconsistency between the provisions of any LTD document, this Agreement and/or Utah law, they shall be resolved by giving precedence first to Utah Code Title 49, Chapter 21, then to this Agreement.

SECTION 2. ELIGIBLE EMPLOYEES

2.1 The LTD Program will make long-term disability benefits available to the EMPLOYER's "firefighter service employees" and "volunteer firefighters" hired on or after July 1, 2011, as those terms are defined under Utah Code Ann. §49-23-102.

Notwithstanding any other provision of this Agreement, volunteer firefighters hired on or after July 1, 2011, are eligible for line-of-duty disability benefits only.

2.2 The following employees **are not eligible** for LTD Program's Long-term disability benefits:

- a. All non-firefighter service employees of employer;
- b. Utah Retirement System post-retirees;
- c. Employees with enough years to retire from the Utah Retirement System without a reduction, and subject to U.C.A. §49-21-403; and
- d. Employees classified by Utah Retirement Systems under Title 49, as ineligible to participate with the Utah Retirement System.

2.3 Medical or psychiatric conditions which existed prior to the later of (1) the effective date of this Agreement; or (b) the date of an Eligible Employee's employment with Employer may not be a basis for disability benefits until an Eligible Employee has had one year of continuous eligibility in the LTD Program.

SECTION 3. TERM OF AGREEMENT

3.1 Unless sooner terminated as herein provided, this Agreement shall be effective as indicated herein and will be automatically renewed annually. Either party shall have the right to terminate this Agreement without cause by notifying the other party in writing, of its intent to terminate at least ninety (90) days in advance.

3.2 Upon termination of this Agreement, the LTD Program shall continue to provide disability benefits to individuals whose date of disability was prior to the

termination date of this Agreement for as long as those individuals remain eligible for disability benefits under the terms of the LTD Program.

3.3 Except as provided above, upon termination of this Agreement the LTD Program shall not provide any benefits to EMPLOYER'S Eligible Employees which have a date of disability on or after the termination date of this Agreement.

SECTION 4. RATES

4.1 The rate is listed in Exhibit A.

4.2 Rates for firefighters and voluntary firefighters will be paid through the Utah Fire Insurance Premium Tax therefore no rate is due to the LTD Program for firefighter employees by Employer.

4.3 EMPLOYER acknowledges that during each legislative session, the Retirement Board shall certify to the Legislature the rate expressed as a percentage of salary which is required to fund the Public Employees' Long-Term Disability Trust Fund.

4.4 The LTD Program may increase or decrease the rate, upon renewal upon written notice to EMPLOYER, according to sound actuarial principles. If the LTD Program determines that it is necessary to increase the rate in order to keep the Program

actuarially sound, EMPLOYER will be provided with sixty (60) day notice of the rate increase and no new agreement will be required.

SECTION 5. EMPLOYER RESPONSIBILITY

5.1 EMPLOYER hereby acknowledges and agrees that upon request of the LTD Program, it is the responsibility of EMPLOYER to provide to the LTD Program the number of Eligible Employees, and, if requested, a list of the names and salaries of Eligible Employees.

5.2 Upon Eligible Employees' application for an LTD benefit, EMPLOYER agrees to provide to the LTD Program the information necessary to complete the application process, which includes, a completed Employer Certification and/or any other relevant employment documentation requested by the LTD Program. EMPLOYER agrees to cooperate with the LTD Program in, providing information requested by the LTD Program.

SECTION 6. AVAILABILITY OF DATA

6.1 EMPLOYER acknowledges that the LTD Program is subject to Utah Code Annotated §49-11-618(2) (1953, as amended), and the LTD Program will comply with the applicable board resolutions on confidentiality.

SECTION 7. GENERAL PROVISIONS

7.1 This Agreement may be modified or amended only by a written instrument executed by duly authorized officers of the parties hereto except as provided below.

7.2 If at any time Utah law changes, which impacts this Agreement, this Agreement will be automatically amended to reflect such changes.

7.3 If any party defaults in the performance of this Agreement or fails to perform any of its obligations hereunder, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing the Agreement or from pursuing any remedy provided hereunder.

7.4 Except as otherwise provided in this Agreement, in the event a party to this Agreement fails to perform its obligations hereunder, the performing party shall provide written notice to the non-performing party of such failure(s) to perform. The non-performing party shall then have sixty (60) days to cure such non-performance. If the non-performing party does not cure such failures, the performing party may terminate the Agreement without waiving any rights that party may have either in law or equity.

7.5 This Agreement is entered into in the State of Utah and shall be governed by the laws of Utah.

7.6 Each person signing this Agreement represents and warrants that they are authorized to sign this Agreement and has the authority to bind the entity on whose behalf they are signing.

7.7 The parties agree to resolve any dispute regarding this Agreement through the administrative hearing process outlined in Utah Code Annotated §49-11-613.

7.8 This Agreement is for the benefit of the parties and does not create any rights, causes of action or obligations to or on behalf of any third party.

7.9. Each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees.

EXECUTED this _____ day of _____, 2021.

UTAH RETIREMENT SYSTEMS
PUBLIC EMPLOYEES HEALTH PROGRAM
By:

Title: Chet Loftis,
Director Public Employees Health Program

Employer:

By: _____
Signature

Print Name: _____

Title: _____

EXHIBIT A

PREMIUM RATE

The LTD premium rate for full-time and volunteer firefighters is .005 of regular salary as defined by the Compensation Table/Contribution Reporting for Utah Retirement Systems found in the Employer's Guide. No premium is due by the Employer. The premium is paid by the Utah Fire Insurance Premium Tax.