

NOTICE AND AGENDA

February 19, 2019

A genius is someone who shoots at a target no one else sees and hits it.

Notice is hereby given that the Roosevelt City Council will hold its regular Council Meeting on Tuesday, February 19, 2019, at the Roosevelt Municipal Building, 255 South State Street, Roosevelt, Utah, which meeting shall begin promptly at 5:30 p.m.

The agenda will be as follows:

	<u>Page</u>
1. Call to Order	
2. Roll Call	
3. Opening Ceremony <i>(Prayer and Pledge of Allegiance)</i>	
4. Minutes.....	1-5
5. Public Comment Period <i>(The comment period is limited to 15 minutes. Any person wishing to comment shall limit their comments to three (3) minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the front and state his/her name and address for the record. All comments shall be directed to the Mayor or entire Council. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 15-minute period. During this time, citizens may address the Council on any subject.)</i>	
6. Public Hearings (as needed)	
A. Northeastern Services Conditional Use Permit.....	6
7. Appointments	
A. 2019 Street Maintenance Projects -- Award	
B. 2019 Crack Seal Project - Award	
C. Dale Tribe Annexation -- Zone Designation	
D. Lance Denver Annexation -- Zone Designation	
E. 3 rd East Auto -- Master Site Plan Approval.....	7
F. UBMC Ambulance Contract Discussion.....	8-11
G. Horrocks Engineers - General Master Plan Discussion	
H. Annual Open Public Meetings Training	
8. Purchase Orders and Quarterly Financial Review	
9. Reports from Standing Committees	
10. Report from City Manager	
11. Standing Agenda Items	
A. Pending Discussion Items <i>(discussed previously, but final action not yet taken)</i>	
1. Chapter by chapter detail review of city code	
12. Closed Session (as needed)	
13. Adjourn	

MINUTES OF A REGULAR COUNCIL MEETING

January 15, 2019

The meeting was called to order at 5:30 p.m. by Mayor JR Bird.

A roll call was taken which showed council members Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird present. Mayor JR Bird stated that the meeting was a regularly called meeting and that notice of the time, place and agenda of the meeting had been provided to the local news media, to each member of the governing body, and was posted on the city web page and the state public meetings web page.

Others present included City Manager Ryan Snow, City Recorder Carolyn Wilcken, Finance Director/Assistant City Manager John Zilles, Public Information Officer LeeNichole Marett, Hal Huff, Derek Hopper, Brianna Banks, Karalee Kettle, David Kettle, Nancy Boender, Doug Murray, Sherry Murray, Gordon Snow, Ellen Nelson Mandy Nelson, Craig Zobell, Maigen Zobell, Bruce Weatherston, JM Smart, Keith Winterton, Dalyn Winterton, Clint Allen, and Maurine White.

Opening prayer was given by Dustin White.

MINUTES

A motion was made by Councilman Aaron Weight to approve the minutes of the regular meeting of December 4, 2018, after revision. Motion was seconded by Councilman David Labrum. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion was carried unanimously.

PUBLIC COMMENT PERIOD

Derrick Hopper, General Manager of the Uintah Basin Standard newspaper, stated that he has been approached by members of the public asking why there has been no public discourse on the Johnson Water District Agreement since July and if there hasn't been, how can an agreement be entered into without giving the public a chance to give input. If there has been negotiation since July, was the Open Meetings Act ignored. There is also concern with some of the details of the proposed agreement along with the fact that there isn't an expiration date for the agreement. Mayor Bird stated that these concerns will be addressed later in the meeting when Council discusses the proposed Johnson Water Improvement District agreement.

PUBLIC HEARING – ORD. 2019-422 DALE TRIBE ANNEXATION

Mayor JR Bird stated that this is a public hearing to receive comments on Ordinance 2019-422, an ordinance annexing property owned by Dale and Heidi Tribe into Roosevelt City boundaries. The property is located at 1591 South State Street. After review and discussion, a motion was made by Councilman Dustin White to approve Ordinance 2019-422, an ordinance annexation property into Roosevelt boundaries. Motion seconded by Councilman Joe Burdick. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion was carried unanimously.

PUBLIC HEARING – ORD. 2019-423 LANCE DENVER ANNEXATION

Mayor JR Bird stated that this is a public hearing to receive comments on Ordinance 2019-423, an ordinance annexing property owned by Lance Denver into Roosevelt City boundaries. The property is located at 66 North 1460 West. After review and discussion, a motion was made by Councilman Aaron Weight to approve Ordinance 2019-423, an ordinance annexing property into Roosevelt City. Motion seconded by Councilman Joe Burdick. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion was carried unanimously.

PUBLIC HEARING – ORD. 2019-424 WINTERTON REZONE COMMERCIAL TO R-1-10

Mayor Bird stated that this is a public hearing to receive comments on Ordinance 2019-424, an ordinance rezoning property owned by Keith and Vivian Winterton from Commercial zoning to R-1-10 zoning so a home can be constructed on the property. The property is located at 751 West 1000 South. Keith Winterton stated that there is a deeded right-of-way to the back of one of the two lots giving access to the second lot. There were a number of citizens wishing to address this request. Bruce Weatherston is adamantly opposed to changing the zone. Mr. Weatherston stated he has approached Mr. Winterton asking to purchase this lot and they can construct a home in another location. Mr. Weatherston expressed concern with drainage problems that have been experienced in that area. It was stated that an existing sewer line is already servicing homes in the area without problems. Mayor Bird stated that this request is for a single home and not multiple homes so sewer shouldn't be a problem. After review and discussion, a motion was made by Councilman David Baird to approve Ordinance 2019-424, an ordinance changing zoning from Commercial to R-1-10. Motion seconded by Councilman Dustin White. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion was carried unanimously.

TODD FARLEY CONDITIONAL USE PERMIT

Todd Farley is requesting a Conditional Use Permit to allow him to build a 30' x 25' A-frame metal shed on a small building lot next to his residence that is too small to construct a home. Mr. Farley has already appeared before Planning and Zoning and received their approval. After review and discussion, a motion was made by Councilman Dustin White to approve this request for a conditional use of this property. Motion seconded by Councilman Aaron Weight. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion was carried unanimously.

EXTRA MILE AWARD PRESENTATIONS

The Extra Mile award is to recognize individuals that have gone the extra mile to improve their communities. Mayor JR Bird recognized and made presentations to the following two individuals: Tara Maylett and Maigen Zobell. Additionally, Dan and Polly Karren were also selected but could not attend the meeting.

JOHNSON WATER IMPROVEMENT AGREEMENT REVIEW

Mayor JR Bird addressed the concerns from Derrick Hopper and stated that an agreement has been discussed for many years and it was decided that it was time to get something in place so Johnson Water Improvement District and Roosevelt City can move forward. Mayor Bird also explained that no Public Meetings statutes have been violated and tonight's meeting is the public's chance to comment. Dustin White explained that since July, the entities have been trying to come up with something agreeable to both organizations. Mayor Bird explained that the concern with an expiration date doesn't apply as long as both entities exist, but there is a mechanism for future concerns by either party. Gordon Snow wished to address contracts in general and stated that he believes all contracts should have an expiration date. Council members expressed some thoughts on the proposed contract and suggestions of what needs further consideration. It was felt that approval could not be given until a final agreement addressing all concerns is prepared and reviewed. After review and discussion, a motion was made by Councilman Aaron Weight to wait until a final agreement is prepared before approving. Motion seconded by Councilman Joe Burdick. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion was carried unanimously. Gordon Snow stated that he feels the citizens that may be affected should be given an opportunity to comment. Mr. Snow also stated there are citizens of Roosevelt that were there before Johnson became a district and addressed the possibility of taxation without services being provided if Johnson Water decides they need to charge a tax.

NOISE ORDINANCE DISCUSSION

Doug Murray stated that K & K Sanitation has been better about the times they empty dumpsters and instead of 4:30 a.m. it is now closer to 6:00 a.m. and he very much appreciates this. Netty Rulon stated that he understands the issues of both the citizens and the service businesses. David Kettle from K & K stated he understands Doug's concerns. Brett Kettle stated that Maverick is dumped every day. Mayor Bird stated that we need to continue working on this issue to see if there is something to accommodate all parties without having to implement a new law. Al Kettle stated that he likes the idea of addressing dumpster locations when a building construction is being planned so there is adequate space for K & K to maneuver safely when emptying the dumpsters.

CRS ENGINEERING'S STATEMENT OF QUALIFICATIONS ACCEPTANCE

Clint Allen from CRS Engineers in Vernal introduced himself and stated their appreciation for being considered for the engineering pool for Roosevelt. He stated they excel at water wells and a department dedicated to transportation, and wastewater design. They are pretty much full service. Council reviewed the SOQ (Statement of Qualifications) received from CRS Engineers. After review and discussion, a motion was made by Councilman Joe Burdick to approve CRS Engineering and add their name to the pool of engineers Roosevelt City will work with. Motion seconded by Councilman Dustin White. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion was carried unanimously.

ANNUAL OPEN PUBLIC MEETINGS TRAINING

Council asked that this training be scheduled for the next meeting in February.

PURCHASE ORDERS

A motion was made by Councilman David Labrum to approve the following purchase orders. Motion seconded by Councilman Aaron Weight. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion carried unanimously.

75364 JUB Engineering	\$ 81,324.43
76622 JUB Engineering	29,320.92
76621 JUB Engineering	18,215.26
76939 Rhino Pumps	28,901.00
77051 Mountainland Supply Co.	13,780.93
76619 Duchesne Co. Water Conservancy	25,554.21
Duchesne Co. Water Conservancy	21,802.90
PEHP	38,868.44
K & K Sanitation	66,008.80
Moon Lake Electric	13,925.64
VISA Credit Card – Dec Ryan	341.01
Land Purchase	150,000.00
Jones & DeMille	<u>59,800.00</u>
TOTAL	<u>\$545,843.54</u>

STANDING COMMITTEE REPORTS

Dustin reported on the ULCT meeting he attended and stated there is a Local Officials Day scheduled on January 30th. Plans are being formulated for the city's Spring Cleanup schedule. Duchesne County hasn't yet decided on the dates for the free landfill days. Mayor Bird expressed appreciation for the discussion and comments on the Johnson Water agreement and the progress that has been made. Councilman David Labrum asked about snow removal on sidewalks and learned that this is the responsibility of the property owner. Snow removal on the bridge over the gulch was discussed and it was suggested that we try to find a way to remove the snow for safer foot traffic. Mayor Bird reported that the proposed gun range is on the agenda for the next Economic Development Committee meeting so they can become involved in the project.

CITY MANAGER REPORT

Ryan Snow reported that the Cottonwood Creek project is on hold because of the U. S. Government shutdown. Work has been done on the CDBG survey that is a requirement for these funds. Horrocks Engineers will be coming to our next Council meeting to discuss the master plans. The Western Hills demolition has been completed except for a large tree that can't be removed until spring because of the frost. Crescent Point has started a fracking project south of

Stonegate that will be utilizing 1,000 gallons per minutes of our water and have extended our infrastructure as part of this project. The 800 South curb, gutter, and sidewalk project is out to bid. UDOT has a road project from Highway 40 and Poleline at the airport turnoff to mill and repave to Fort Duchesne this summer. A safety light is being installed at Highway 40 and 2nd South by the junior high, along with a installing a safety light on Highway 121 on Clubhouse Drive. We will be using our pool of engineers and putting out bids for street projects.

CLOSED SESSION

A motion was made by Councilman Aaron Weight to go into a closed session to discuss litigation and property matters and then convene back into a regular city council meeting. Motion seconded by Councilman David Labrum. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion was carried unanimously.

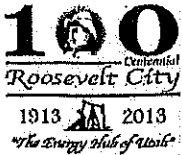
A motion was made by Councilman David Labrum to adjourn the meeting. Motion seconded by Councilman Aaron Weight. Those voting Aye were Aaron Weight, Joe Burdick, Dustin White, David Labrum, and David Baird. Motion carried unanimously.

Meeting adjourned at 8:30 p.m.

Roddy I. Bird Jr., Mayor

ATTEST:

Carolyn Wilcken, Recorder



ROOSEVELT CITY CORPORATION
 255 South State Street
 Roosevelt, UT 84066
 (435) 722-5001
 FAX: 435-722-5000

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

PLANNING AND ZONING APPLICATION

TYPE OF REQUEST AND FEES: (Check one)

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

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

North Eastern Services (NES) is a company that has been supporting individuals with disabilities for over 35 years. They do so by providing opportunities for such individuals to live integrated in community settings. The request for a Conditional Use Permit for the below listed Roosevelt residence would allow up to five individuals with disabilities to reside in this property. In accordance with the Utah Office of Licensing and Division of Services for People with Disabilities, each disabled individual residing in a community residence must have their own bedroom. Rotating staff will be monitoring the home and it's residents to ensure safety and client well being. The property contains sufficient room for staff parking. Clients living in the home will not require a personal vehicle. Prior to hiring a new employee, North Eastern Services completes a federal and state background check, drug analysis and provides extensive training on how to best integrate adults with disabilities into the community. As a company, they take pride in the appearance of the homes and are committed to keeping well maintained homes and yards. Both communities and individuals with disabilities benefit from quality, integrated services that provide opportunities for all people to live in a comfortable home setting.

INFORMATION:

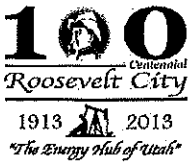
Date application submitted: JANUARY 3, 2019 Contact #: 801-815-7910
 Owner or Representatives Name: NEIL ALRED Email: allreddownunder@gmail.com
 Mailing Address: 2088 W. Cox ST. City: LEHI State: UT Zip: 84043
 Project Name: ALRED SHACKS LLC
 Tax I.D. Number on property: 83-2690022 Zoning of Subject Property: RESIDENTIAL
 Property Location: 2688 STATE ST. ROOSEVELT UT, 84066
 Nature of Request: CONDITIONAL USE PERMIT
 Current Land Use: Vacant Residential Commercial Professional

PROPERTY OWNER(S) NAME:

NEIL ALRED
 (If not the same as applicant) (Current Title Holder as shown on County Records)
 Mailing Address: 2088 W. Cox ST. City: LEHI State: UT Zip: 84043
 Contact #: 801-815-7910 Email: allreddownunder@gmail.com
 SIGNATURE: [Signature] Dated: 1/3/19

OFFICE USE ONLY:

Zoning Director: _____ Planning Director: _____ Fee Paid: 1-3-18 Date Paid: \$200.00
 Dated: _____ Hearing Date: _____
 Comments: _____



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 255 South State Street
 Roosevelt, UT 84066
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 - Hearing office appeal - 150.00
 - Hearing Officer Variance request - 150.00
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 - Ordinance/general plan amendment - 200.00
 - Planned Residential Unit Development (PRUD) - 250.00 Plus per dwelling unit - 10.00
 - Subdivision preliminary plat - 250.00
 - Subdivision, minor - 250.00
 - Subdivision vacation/amendment - 200.00
 - Time Extension - 100.00
 - Subdivision final plat - 150.00 Plus per lot - 25.00
 - Petition to Vacate Public Right of Way - 200.00
- Signed plat must be sent electronically to the Building & Zoning Director, djohnson@rooseveltcity.com no later than Friday prior to the meeting

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

INFORMATION:

Date application submitted: 11-27-18 Contact #: 435-823-7022
 Owner or Representatives Name: 3rd East Auto Email: cornelb@btanet.com
 Mailing Address: 157 N 300 E City: Roosevelt State: UT Zip: 84066
 Project Name: Additional Storage
 Tax I.D. Number on property: 00-0001-2983 R-0010 Zoning of Subject Property: Commercial
 Property Location: 157 N 300 E
 Nature of Request: Storage Containers
 Current Land Use: Vacant Residential Commercial Professional

PROPERTY OWNER(S) NAME:

Chad Orin (Current Title Holder as shown on County Records)
 Mailing Address: 157 N 300 E City: Roosevelt State: UT Zip: 84066
 Contact #: 435-823-7022 Email: cornelb@btanet.com
 SIGNATURE: [Signature] Dated: 11-27-18

OFFICE USE ONLY:

Zoning Director: [Signature] Planning Director: [Signature] Fee Paid: 150.00 Date Paid: 11-27-18
 Dated: 11/27/2018 Hearing Date: _____

Comments:

AGREEMENT OF LEASE

BUILDING OCCUPANCY AGREEMENT

Old City Firehouse

THIS AGREEMENT OF LEASE (hereinafter referred to as this "Lease"), made this first day of January, 2019, by and between ROOSEVELT CITY CORPORATION, a municipality, located in Roosevelt City, Duchesne County, State of Utah, hereinafter referred to as "Landlord"), and UINTAH BASIN MEDICAL CENTER (hereinafter referred to as "Tenant"),

WHEREAS, Roosevelt City owns property located on the corner of State Street and Lagoon Street on which a building is located known as the "Old City Firehouse"; and

WHEREAS, Uintah Basin Medical Center has previously leased the premises under a different agreement; and

WHEREAS, Uintah Basin Medical Center currently occupies the premises where it operates the Roosevelt Emergency Medical Technician's Ambulance Service; and

WHEREAS, Uintah Basin Medical Center desires to continue occupancy of the property for its Ambulance Service; and

WHEREAS, the health, safety and welfare of the residents of and visitors to Roosevelt City, and the surrounding area, are best served by the continued operation of the Ambulance Service; and

WHEREAS, Roosevelt City and the Uintah Basin Medical Center desire to join in the execution of this Lease to formalize the tenant occupancy under the terms of this agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual entry into this Lease by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each party hereto, Roosevelt City hereby leases Uintah Basin Medical Center and Uintah Basin Medical Center hereby leases from Roosevelt City, in "**AS IS**" condition, the property currently owned by Roosevelt City known as the "Old Firehouse."

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

1. **TERM** - This Lease will become effective beginning January 1, 2019 and will terminate December 31, 2020 for one two (2) year period. At or near the conclusion of the initial two (2) year term this Lease shall be reviewed by both parties and may be renewed upon mutual agreement for an additional two (2) year term.

2. **COMPENSATION** – A fee shall be charged by the Landlord and the Tenant agrees to pay from one of the following options:

- Monthly Option: Advance payment of \$800 per month for the duration of the lease term due upon the first day of each leased month.
- Yearly Option: Advance payment of \$9,000 per year for the duration of the lease term. Each of the two payments are due by January 31st at the beginning of each lease term calendar year.

3. **USE OF PREMISES** – The property shall be used for Roosevelt Emergency Medical Technician's Ambulance Service. Tenant shall not at any time during the Term, use, or permit the use of the property for any other purpose.

4. **MAINTENANCE** – Tenant agrees to maintain this facility during the term of this agreement, including utilities, repairs, maintenance, and any other work necessary to keep the facility inhabitable. The Landlord agrees to cover the monthly facility usage costs associated with culinary water and sewer utilities only. Tenant further agrees to maintain the exterior of the building in an attractive condition. If at any time during this agreement, the Roosevelt City Council, by majority vote, declares the property to be a hazard or if the property deteriorates to the point that it detracts from the beauty of the surrounding area as determined by a majority vote of the Roosevelt City Council, Tenant agrees to remedy such concerns within sixty (60) days after receiving written notice to do so by Landlord.

5. **HOLD HARMLESS** – Tenant shall defend, indemnify, and hold harmless Landlord from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of Tenant's or Tenant's guests, invitee's or licensee's use of the premises regardless of whether said use is allowed under this agreement or otherwise. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Landlord for all legal expenses and costs incurred by it.

6. **SUBLETTING OR ASSIGNING** – Tenant agrees not to assign or sublet the property, or any part thereof, without the express written consent of the Landlord.

7. **CONDITION OF PROPERTY** – Tenant acknowledges that the property has been inspected. Tenant promises to keep the property in a neat and sanitary condition and to immediately reimburse the Landlord for any sums necessary to repair any item, fixture or appurtenances that needs service due to Tenant's, or Tenant's guests, invitee's or licensee's, misuse or negligence. Tenant acknowledges and agrees that it shall use its best reasonable efforts to refrain from any operation or practice that will injure the premises.

8. **NUSANCES, NOISES AND DISRUPTIVE ACTIVITIES** – Tenant shall keep the property free of any and all Nuisances as identified by Roosevelt City Ordinances as amended. Furthermore, Tenant or its guests, invitees, licensee's and its or their equipment shall not

unreasonably, taking into consideration the nature of the use, disturb, annoy, endanger or inconvenience neighbors, the Landlord or its agents, or workmen nor violate any law, nor commit or permit waste or nuisance in or about the property.

9. **LANDLORD'S RIGHT OF ENTRY** – Landlord may enter and inspect the property at any time with or without notice. Entry into any building or structure will require twenty four (24) hours' notice. Landlord is permitted to make any alteration, repairs and maintenance that in Landlord's judgment is necessary. If the work performed requires that Tenant temporarily vacate the premises, than Tenant shall vacate for this temporary period.

10. **INSURANCE** – Tenant may maintain a property insurance policy to cover any losses sustained to Tenant's property. It is acknowledged that Landlord does not maintain this insurance to cover property damage or loss caused by fire, theft, rain, water overflow/leakage, acts of God, and/or any other causes. It is acknowledged that Landlord is not liable for these occurrences. It is acknowledged that Tenant's insurance policy shall solely indemnify Tenant for any losses sustained. Tenant's failure to maintain said policy shall be a complete waiver of Tenant's right to seek damages against Landlord for the above stated losses.

11. **ABANDONMENT** – If at any time during the term of this agreement the property becomes uninhabited for a period of time in excess of thirty (30) consecutive days this agreement shall terminate and Landlord may reenter and repossess the property along with any and all improvements following written notification of Landlord's intent to do so.

12. **WAIVER** – Landlord's failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right.

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

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

15. **NOTICES** – All notices to the Tenant shall be deemed served upon mailing by first class mail, addressed to the tenant at: _____

Whether or not Tenant is actually present at the time of said delivery. All notices to Landlord shall be served upon the Roosevelt City Clerk subject to all Utah State laws and legally recognized procedures.

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

Tenant represents that Tenant has relied solely on Tenant's judgment in entering into this agreement. Tenant acknowledges having been advised to consult with independent legal counsel before entering into this agreement and has either followed or decided to waive such representation and advice. Tenant acknowledges that Tenant has read and understood this agreement and has been furnished a duplicate original.

17. **TERMINATION** - Either party may terminate this agreement at any time for any reason upon giving the other party sixty (60) days written notice of its intent to do so.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

ROOSEVELT CITY CORPORATION

Roddie I. Bird, Mayor

ATTEST:

Carolyn Wilcken, Recorder

UNITAH BASIN MEDICAL CENTER

Roger Burton, Administration

ATTEST:
