

NOTICE AND AGENDA

July 18, 2017

Never one thing and seldom one person can make for a success. It takes a number of them merging into one perfect whole.
- Marie Dressler, Actor

Notice is hereby given that the Roosevelt City Council will hold its regular Council Meeting on Tuesday, June 6, 2017, 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:

1. Roll Call	<u>Page</u>
2. Pledge of Allegiance	
3. Minutes	
4. Appointments and Hearings from Public	
5:30 p.m. Welcome	
5:32 p.m. Minutes.....	1-3
5:35 p.m. Council Business	
A. Approval of Axia's Water Purchase contract	4-7
B. Approval of Hospital Security Agreement	8-13
C. Resolution 2017-282 Guidelines for approving Out-of-city Water Connection Requests.....	14-15
D. Vacation Policy Update	16
5. Purchase Orders and Quarterly financial Review	
6. Reports from Standing Committees	
A. Parks & Recreation – Albert Foster and Dustin White	
B. Capital Projects – Joe Burdick and Aaron Weight	
C. Finance and Audit – Vaun Ryan and Troy E Rohrer	
D. UBIC, Red Mud Run – Aaron Weight	
E. Beautification, Cleanup, Basin Arts Council – Dustin White	
F. Economic Development, Planning and Zoning – Joe Burdick	
G. Chamber of Commerce, Emergency Management – Troy E. Rohrer	
H. UBAOG, Mosquito Abatement – Vaun Ryan	
I. Airport – Albert Foster	
7. Report from City Manager	
8. Standing Agenda Items	
A. Pending Discussion Items (discussed previously, but final action not yet taken)	
1. Chapter by chapter detail review of city code	
9. Closed Session (as needed)	
10. Adjournment	

MINUTES OF A REGULAR COUNCIL MEETING

April 27, 2017

The meeting was called to order at 5:30 p.m. by Mayor Vaun D. Ryan.

A roll call was taken which showed council members Albert Foster, Joe Burdick, and Dustin White present. Aaron Weight and Troy E. Rohrer were excused. Mayor Ryan 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, Hal Huff, Brenda Fisher, Darren Snow, Jarom Miller, Troy D. Ostler, Eric Major, Cindy Warren, Byron Colton, Steven Timothy, and Michael Hawley present.

Opening prayer was given by Albert Foster.

MINUTES

A motion was made by Councilman Albert Foster to approve the minutes of the regular meeting of June 6, 2017, as presented. Motion was seconded by Councilman Dustin White. Those voting Aye were Albert Foster, Joe Burdick, and Dustin White. Motion was carried unanimously.

ROOSEVELT SURVEY WINNER AWARD

Mayor Ryan explained that this is an award resulting from filling out a survey from Roosevelt City. The award is a \$25 gift certificate to the Hideout Restaurant. Citizen Hal Huff was asked to draw a name and the name drawn is Amy Tervort.

OUT-OF-CITY WATER CONNECTION REQUESTS

Darren Snow came before Council seeking a 1" out-of-city water connection to be located on Lot 4 of the Cove Point Subdivision. After review and discussion, a motion was made by Councilman Dustin White to approve this out-of-city water connection request. Motion was seconded by Councilman Joe Burdick. Those voting Aye were Albert Foster, Joe Burdick, and Dustin White. Motion was carried unanimously.

Jarom Miller came before Council representing his father Bret Miller who is seeking a 1" out-of-city water connection to be located on Lot 5A of the Country Roads Subdivision. After review and discussion, a motion was made by Councilman Albert Foster to approve this out-of-city water connection request. Motion was seconded by Councilman Dustin White. Those voting Aye were Albert Foster, Joe Burdick, and Dustin White. Motion was carried unanimously.

STREAMLINING OUT-OF-CITY WATER CONNECTION PROCESS

Councilmember Joe Burdick stated that he believes there might be a more streamlined way of approving out-of-city water connection requests. Since city employees have already determined if it is possible to provide the water, it might not be necessary to come to Council. This matter will be on the next agenda.

PLANNING AND ZONING COMMISSION MEMBER APPOINTMENTS

Two positions on the Planning and Zoning Commission expired as of January 1, 2016. The two board members currently serving have accepted an invitation to serve another three-year term. Those being reappointed are Commission Chair Steven Timothy and Board Member Nancy Boender. After discussion, a motion was made by Councilman Joe Burdick to approve reappointing Steven Timothy and Nancy Bonder to the Planning and Zoning Commission. Motion seconded by Councilman Albert Foster. Those voting Aye were Albert Foster, Joe Burdick, and Dustin White. Motion was carried unanimously.

HOUSING AUTHORITY BOARD APPOINTMENT

Mayor Ryan explained that a vacancy has opened on the Housing Authority Board and he would like to appoint Lynn Snow to fill this vacancy. After discussion, a motion was made by Councilman Dustin White to approve appointing Lynn Snow to serve on the Roosevelt Housing Authority Board. Motion seconded by Councilman Joe Burdick. Those voting Aye were Albert Foster, Joe Burdick, and Dustin White. Motion was carried unanimously.

REVIEW AND APPROVE ENGINEERING SOQ'S

Roosevelt City has received a Statement of Qualification from JUB Engineering to be included in our pool of engineers qualified to work for Roosevelt City. After review and discussion, a motion was made by Councilman Joe Burdick to approve adding JUB Engineering to Roosevelt City's pool of qualified engineers. Motion seconded by Councilman Dustin White. Those voting Aye were Albert Foster, Joe Burdick, and Dustin White. Motion was carried unanimously.

REVIEW ENGINEERING SOQ'S FOR HANCOCK COVE SEWER LINE

Roosevelt City has received four responses to our Hancock Cove Sewer Line engineering Statement of Qualification requests. After review and discussion, a motion was made by Councilman Albert Foster to accept the SOQ received from Jones & DeMille Engineering. Motion seconded by Joe Burdick. Motion was carried unanimously.

RESOLUTION 2017-280 - SEWER BOND PARAMETERS

Council reviewed Resolution No. 2017-280, a resolution authorizing not more than \$2,000,000 taxable sewer revenue bonds, in one or more series, for sewer system improvements; fixing the maximum principal amount, maturity, interest rate, and discount; providing for the publication of a notice of public hearing and bonds to be issued; providing for the running of a contest period; and related matters. After review, a motion was made by Councilman Dustin White to approve Resolution 2017-280 setting the sewer bond parameters. Motion seconded by Councilman Joe Burdick. Those voting Aye were Albert Foster, Joe Burdick, and Dustin White. Motion was carried unanimously.

PURCHASE ORDERS

A motion was made by Councilman Albert Foster to approve the following purchase orders. Motion seconded by Councilman Dustin White. Those voting Aye were Albert Foster, Joe Burdick, and Dustin White. Motion carried unanimously.

73111 Duchesne Co. Water Conservancy	\$ 37,590.37
73112 Civco Engineering	<u>128,648.50</u>
TOTAL	<u>\$166,238.87</u>

COUNCIL REPORTS

- A. Parks & Recreation – Albert Foster and Dustin White – Albert reported on attending the Parks and Recreation meeting. The bike path is about half done. Dustin reported on redoing the dirt in the ballfields which will make it easier to maintain and be better for playing on. It will cost approximately \$10,000 per field.
- B. Capital Projects – Joe Burdick and Aaron Weight
- C. Finance and Audit – Vaun Ryan and Troy E. Rohrer – Vaun stated that John Zilles is really doing a great job keeping track of our finances.
- D. UBIC, Red Mud Run – Aaron Weight
- E. Beautification, Cleanup, Basin Arts Council – Dustin White
- F. Economic Development, Planning and Zoning – Joe Burdick
- G. Chamber of Commerce, Emergency Management – Troy E. Rohrer
- H. UBAOG, Mosquito Abatement – Vaun Ryan – Ryan reported on attending the UBAOG meeting as well as a Mosquito Abatement meeting.
- I. Airport – Albert Foster

A motion was made by Councilman Albert Foster to adjourn the meeting. Motion seconded by Councilman Joe Burdick. Those voting Aye were Albert Foster, Joe Burdick, and Dustin White. Motion carried unanimously.

Meeting adjourned at 6:10 p.m.

Vaun D. Ryan, Mayor

ATTEST:

Carolyn Wilcken, Recorder

AGREEMENT FOR PURCHASE OF WATER

THIS AGREEMENT is made and entered into this ___1st___ day of ___August_____, 2017, by and between **Roosevelt City Corp.**, hereinafter designated as "Roosevelt" and **Axia Energy II, LLC**, hereinafter referred to as "Axia," whose address is 1430 Larimer Street, Suite 400, Denver, Colorado, 80202.

WITNESSETH, that

WHEREAS, Axia is engaged in activities related to the exploration, development and production of crude oil, natural gas and its constituent products; and whereas, Axia desires to purchase water from Roosevelt for drilling and completing oil and gas wells and other lawful purposes related to its oil and gas operations; and

WHEREAS, Roosevelt is the owner of certain sources of water and/or has access to certain sources of water which can be used for industrial purposes, including oil and gas operations;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties' herein contained and other good and valuable consideration, Roosevelt and Axia hereby AGREE AS FOLLOWS:

1. **Water Supply.** Roosevelt will deliver to Axia 1,200 gpm or higher at a pressure of 120 psi or greater at the meter location mutually agreed upon by Axia and Roosevelt (Approx. SWSW of S27 T2S R1W). Axia acknowledges that Roosevelt's primary obligation to deliver water is to its residential customers and as such the residential customers have first priority. Axia and Roosevelt agree that to the extent there is water available in excess of Roosevelt's residential customer needs, Axia will have first priority to the excess water.

2. **Pipeline and Meters.** Axia will, at its cost: (i) Construct a 12 inch SDR21 PVC pipeline from pit 1 located at NWNW of S4 T3S R1W to the existing Roosevelt 12 inch pipeline located at NWNW of S34 T2S R1W and (ii) Axia will install two (2) vaults and two meters jointly described as (the "Axia Meter") at a mutually agreed upon location within Roosevelt's water area (Approx. SWSW of S27 T2S R1W). The Axia Meter will be the delivery point and point of sale. Roosevelt and Axia acknowledge that there are additional meters downstream of the Axia Meter measuring water delivered to other Roosevelt customers and that the downstream customers' current average usage is approximately 1,200,000 gallons per month. Roosevelt

agrees to continue metering water delivered to its other customers downstream of the Axia Meter.

3. **Roosevelt System Upgrades.** Axia agrees to assisting Roosevelt in upgrading its systems to the extent such upgrades are necessary in providing water to Axia. Axia will commit up to \$150,000 to system upgrades that are mutually agreeable to both parties.

4. **Warranty of Use and Legal Purpose.** Roosevelt represents and warrants that (i) it is the owner of any water sold pursuant to this Agreement, (ii) Roosevelt has the right to sell the water; (iii) any water sold pursuant to this Agreement can be used for industrial purposes.

5. **Fee Structure:**

a. Base Fee – Axia will pay \$3,000 per month for the first 2,000,000 gallons of water each month metered at the Axia Meter. In the event Axia does not take water in a particular month, Axia will still pay \$3,000.

b. Additional Fee – during a month when Axia takes water, Axia will pay \$3.02 per 1,000 gallons of water in excess of 2,000,000 gallons metered for the month at the Axia Meter.

Forty five days prior to the end to the term of this contract, Roosevelt will calculate the average monthly water usage for the previous twelve months of its customers downstream of the Axia Meter. To the extent the average monthly usage exceeds 1,200,000 gallons, the 2,000,000 gallons provide for in 5a. and 5b. above will be increased by the amount that exceeds 1,200,000 gallons and will be applicable in the event that Axia extends this contract as provided in section 7 below.

6. **Measurement, Statements & Payments:** Roosevelt will prepare and deliver a billing statement to Axia. Within thirty days following receipt of the statement provided from Roosevelt, Axia shall remit payment for the water purchased during such monthly billing cycle. Roosevelt shall have the right to inspect the Axia Meter at any time. Axia will have the right to inspect the supporting documentation and calculations of water delivered to Axia.

6. **Transportation Charges.** All costs to transport water beyond the meter shall be the sole responsibility of Axia.

7. **Term.** Subject to the other provisions of this Agreement, the primary term of this agreement shall remain in effect for a period of 24 months from August 1, 2017. Axia reserves the right to extend this agreement, at the termination of the primary term and any extended term thereafter. Axia will provide City of Roosevelt notification of a 12 month extension to this agreement 30 days prior to the expiration of the current term.

8. **Conduct of Operations.** Roosevelt and Axia shall conduct their respective operations in accordance with the rules, laws and regulations promulgated by the Utah Division of Water Resources and other local, State or Federal agencies having jurisdiction.

9. **Governing Law.** This Agreement shall be subject to, and construed under, the laws of the State of Utah, without regard to its conflict of law provisions, and jurisdiction and venue shall be solely in the courts of the State of Utah, subject to the right of either party to remove a matter to federal court.

10. **Assignment.** This Agreement shall be binding upon and shall be for the benefit of the parties hereto, their respective heirs, successors, affiliates, tenants, lessees and assigns and shall be made expressly subject to the terms and conditions of this Agreement.

11. **Notification.** Any notice required or permitted to be given hereunder shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, certified with return receipt requested, or registered mail or Federal Express, addressed to the party to which it is intended at the address set forth below for such party:

If to Axia:

Axia II Energy, LLC
Project Manager
1430 Larimer St
Denver, CO 80202
Attn: Taryn Frenzel

If to Roosevelt:

Roosevelt City
City Manager
225 S. State St.
Roosevelt, UT 84066
Attn: Surface Land

12. **Amendments.** Any amendment, modification or alteration of this Agreement shall be made in writing and signed by the parties.

13. **Disputes.** To the extent that any dispute arises between the parties hereto, the parties shall first seek to mediate the dispute among themselves for a resolution, or through a mutually agreed third party mediator. The party wishing to mediate a dispute shall provide written notice to the other party and include a detailed statement of the issue or concern, with appropriate citation to any provision of this Agreement or the data, information, document, rule, regulation or order giving rise to the dispute. Mediation shall not continue for more than thirty (30) days, unless the parties mutually agree in writing.

14. **Prevailing Party.** Except for mediation, the prevailing party in any legal action or arbitration shall be entitled to recover its reasonable attorney's fees, costs and expenses of such action.

15. **Survival.** All release, indemnification, reclamation and payment of damages obligations shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

Roosevelt City

Axia Energy II, LLC

Title

Title

HOSPITAL SECURITY AGREEMENT

THIS AGREEMENT made and entered into on the 18th day of July, 2017, and becoming effective upon the same date, by and between Roosevelt City, a Municipal Corporation of the State of Utah located in Duchesne County, (hereinafter referred to as “City”), and Uintah Basin Medical Center,(hereinafter referred to as “UBMC”).

WHEREAS, Roosevelt City employs a Police Force to maintain order and to protect the citizens and visitors of the City; and

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

WHEREAS, UBMC recognizes the benefit of security guards upon its premises at certain times; and

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

WHEREAS, Roosevelt City and UBMC desire to join in the execution of this agreement to formalize the terms and conditions of this agreement.

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

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

1. **PURPOSE** – The purpose of this contract is for UBMC to engage City to provide armed security services for UBMC.
2. **TERM** - This contract will become effective, for the period beginning November 1, 2017 and ending on October 31, 2019 for one two (2) year term, upon the approval and signature of the parties hereto. In the absence of written notice provided to one party by the other, not less than Sixty (60) days in advance of the scheduled agreement termination date, this agreement shall automatically renew for a subsequent Twelve (12) month term. Said renewal may be subject to negotiation concerning the annual sums to be paid to City by UBMC for the subsequent Twelve (12) month term. Absent an agreement between the parties modifying the annual sums to be paid said renewal shall be calculated pursuant to paragraph 3 herein.

3. **COMPENSATION** - As consideration for the performance of the services described in paragraph 4 herein, UBMC covenants and agrees to pay City a flat annual rate of \$90,000 for the first year. Compensation shall increase at a rate not to exceed three percent (3%) each year thereafter. All payments shall be due on or before the contract anniversary date of each year.

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

4. **SCOPE OF SERVICES** - The City will perform the following services in exchange for payment as described herein in fulfillment of the purpose of this contract.

The City shall provide officers currently certified by POST, either for patrol, corrections or both, to act as security guards. Officers shall be both uniformed and armed. Guard services shall be provided in the form of (1) one guard Monday through Friday nights beginning at 9:00 PM and continuing to 5:00 AM the following morning (a total of eight hours each night); (1) one guard on Saturday and Sunday beginning at 8:00 PM and continuing to 6:00 AM (a total of ten hours each of those days). Services are generally to be provided on holidays same as described for non-holidays. The parties may negotiate different schedules pursuant to this contract as they find mutually agreeable.

Services to be provided include safeguarding the UBMC employees, patients, visitors, vendors and facilities. Services to be provided include, but are not limited to, the following: allowing only authorized persons access to restricted areas in accordance with UBMC requirements; monitoring and investigating of all internal alarm systems; checking to ensure all entrances and exits are secure; deterring acts of vandalism, graffiti, burglary, trespassing, and other hazardous, criminal, or unauthorized activities; conducting security patrols; responding to calls regarding any emergency situations on UBMC premises; roving patrol of property to detect and prevent criminal or unauthorized activities; and monitoring the parking areas.

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

City shall ensure that all officers have serviceable firearms, ammunition, nightsticks, serviceable flashlights, uniforms which are recognizable and identify the guard as a Roosevelt City Police Officer, a marked patrol vehicle and any other miscellaneous equipment normally required by Roosevelt City when officers are on patrol and any other equipment which may be needed.

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

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

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

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

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

that UBMC may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

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

written or oral. This agreement may be altered, amended, or modified only by a written document executed by UBMC and City.

14. **MODIFICATION OR RENEGOTIATION** - This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
15. **TERMINATION** – Both parties hereto shall have the right upon ninety (90) days written notice to the other party, to terminate this agreement without damage, penalty, cost or expenses of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
16. **VALIDITY/SEVERABILITY** - If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.
17. **ATTORNEY FEES** - In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the property, the prevailing party shall recover from the other party reasonable attorney fees.
18. **NOTICES** - All notices to the UBMC shall be deemed served upon mailing by first class mail, addressed to UBMC at: _____
_____.

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

The City will coordinate all communications with the UBMC through Rick Harrison, Police Chief, or Ryan Snow, City Manager.

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

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

UBMC

Signature: _____

Print Name: _____

Roosevelt City Corporation

Vaun D. Ryan, Mayor

ATTEST:

Carolyn Wilcken, City Recorder

RESOLUTION NO. 2017-282

A RESOLUTION ESTABLISHING GUIDELINES WHEREBY OUT-OF-CITY WATER CONNECTION REQUESTS WILL BE REVIEWED AND APPROVED BY CITY PERSONNEL.

WHEREAS, Roosevelt City is working to create a business friendly city; and,

WHEREAS, City Personnel already do all the reviews to make sure out-of-city water is available and practical; and,

WHEREAS, Council is reviewing applications that have previously been analyzed; and,

WHEREAS, approvals can be made in a more timely manner if done by City Personnel; and,

WHEREAS, City Personnel are already authorized to approve in-city connections.

NOW THEREFORE, be it resolved by the Roosevelt City Council, that the following guidelines be followed with respect to out-of-city water service approval.

SECTION 1. SERVICE WILL BE EVALUATED ON THE FOLLOWING CRITERIA.

- A. Adequate water pressure is available.
- B. Connection is not inside another water districts area.
- C. If property is adjacent to city limits, annexation into Roosevelt City will be required and an annexation petition shall be submitted.

SECTION 2. OUT-OF-CITY APPLICATION APPROVAL BY THE FOLLOWING CITY PERSONNEL.

- A. Water Supervisor, and
- B. City Manager

SECTION 3. APPEALS

- A. If an application has been denied, or applicant has other concerns that cannot be addressed by City Personnel, applicant may appeal the decision by meeting with City Council.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2017.

We the undersigned Mayor and Recorder of Roosevelt City, Duchesne County, State of Utah, do hereby certify that the foregoing Resolution was duly adopted at the regular meeting of the Roosevelt City Council on the _____ day of, _____, 2017, by the following vote:

Albert Foster	Aye
Aaron Weight	Aye
Joe Burdick	Aye
Dustin White	Aye
Troy E. Rohrer	Aye

SIGNED:

Vaun Ryan, Mayor

ATTEST:

Carolyn Wilcken, Recorder

VACATION LEAVE

- Only full-time employees are eligible for Vacation Leave.
- Vacation Leave hours will be issued each bi-weekly payroll period on a prorated basis and is based on consecutive employment years. As an example, in your first year as a full time employee you will be issued 1.538 hours every pay period (40 hours divided by 26 pay periods in a year.) Once you enter into your second year of employment the hours issued will go up to 3.384 hours every pay period (88 hours divided by 26 pay periods in a year.)
- Authorization of vacation use will be determined by department heads or immediate supervisor.
- Issuance of Vacation Leave hours will be based on the following tier structure:
 - 1st Year of Employment
 - 40 hours
 - 1.538 hours per pay period
 - 2nd – 4th Years of Employment
 - 88 hours
 - 3.384 hours per pay period
 - 5th – 9th Years of Employment
 - 128 hours
 - 4.923 hours per pay period
 - 10th and beyond Years of Employment
 - 168 hours
 - 6.461 hours per pay period
- A maximum of eighty (80) hours may be carried over into the next employment year.
- If a full time employee completes a successful retirement with Roosevelt City, they will be paid out all Vacation Leave hours remaining in the last payroll period they are employed.

Any departmental exemptions to this vacation policy would need to be approved by the city manager.