

NOTICE AND AGENDA

April 21, 2020

A true measure of your worth includes all the benefits others have gained from your success. - Cullen Hightower

Notice is hereby given that the Roosevelt City Council will hold its regular Council Meeting on Tuesday, April 21, 2020, 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. Call to Order	<u>Page</u>
2. Roll Call	
3. Opening Ceremony <i>(Prayer and Pledge of Allegiance)</i>	
4. Minutes.....	1-3
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. Ordinance 2020-435 – Amending City Code Title 2 Chapter 4: Administration and Personnel, City Manager.....	4-7
7. Appointments	
A. Minor Subdivision Approval – 280 South 140 West – Steve Yack.....	8-9
B. Resolution 2020-300 Authority to Conduct and Participate in Electronic Meetings.....	10-12
C. Uintah Basin Narcotics Strike Force Interlocal Cooperative Agreement.....	13-26
D. Main Street Parking Concern Discussion	
E. Roosevelt Main Street City-owned Building Discussion	
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

March 17, 2020

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

A roll call was taken which showed council members Dustin White, David Baird, Don Busenbark, Vince Reiley, and Cody Aland 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 Acting City Manager Ryan Clayburn, City Recorder Carolyn Wilcken, Kirby Wolfinger, Dusty Anderton, Mason Miles, Troy Ostler, and Keith Farnsworth.

Opening prayer was given by Don Busenbark.

**MINUTES**

A motion was made by Councilman Don Busenbark to approve the minutes of the regular meeting of February 18, 2020, as presented. Motion was seconded by Councilman John Aland. Those voting Aye were, Dustin White, David Baird, Don Busenbark, Vince Reiley, and Cody Aland. Motion was carried unanimously.

**PUBLIC COMMENT PERIOD**

Councilman David Baird reported that a citizen had contacted him and asked him to bring before the Council the suggestion of putting a resolution in place declaring Roosevelt City as a sanctuary city for gun rights to be in line with what Duchesne County has done.

**PUBLIC HEARING – ORDINANCE 2020-435 – AMENDING CITY CODE TITLE 2  
CHAPTER 4: ADMINISTRATION AND PERSONNEL, CITY MANAGER**

This public hearing has been cancelled.

**AIRPORT FAA CONTRACT CHANGE ORDER #3**

Acting City Manager Ryan Clayburn explained the purpose of this change order. If approved, this will authorize improving the infield grade work to allow for grass to be planted. It is estimated to cost \$44,000. After review and discussion, a motion was made by Councilman Don Busenbark to approve Airport FAA Contract Change Order #3. Motion seconded by Councilman Dustin White. Those voting Aye were Dustin White, David Baird, Don Busenbark, Vince Reiley, and Cody Aland. Motion was carried unanimously.

**APPOINTMENT/REAPPOINTMENT OF CITY COMMITTEE MEMBERS**

Mayor JR Bird recommended that Council accept the following reappointments:

**Economic Development Committee**

Jim Marshall  
Yankton Johnson  
Adam Kessler  
Jerry Sleight

**Arts, Parks and Recreation Committee**

Amy Snow  
Steve Winters  
Kasey Anderson  
Preston Kadleck  
Rhett Gilley

After review and discussion, a motion was made by Councilman Dustin White to accept the recommendation of Mayor Bird for reappointment to the Economic Development Committee and to the Arts, Parks, and Recreation Committee. Motion seconded by Councilman Vince Reiley. Those voting Aye were Dustin White, David Baird, Don Busenbark, Vince Reiley, and Cody Aland. Motion was carried unanimously.

**VEHICLE ALLOWANCE POLICY**

Council has been reviewing a proposed Vehicle Allowance Policy. Acting City Manager Ryan Clayburn explained that the suggested changes have been included in this most recent draft. After review and discussion, a motion was made by Councilman Vince Reiley to approve this policy with the understanding that the City Recorder/Finance Director will be included on the list of those able to participate in this. Motion seconded by Councilman Don Busenbark. Those voting Aye were Dustin White, David Baird, Don Busenbark, Vince Reiley, and Cody Aland. Motion was carried unanimously. This will go into affect in July 31, 2020.

**BID AWARD – 500 EAST SIDEWALK PROJECT**

Troy Ostler from Civco Engineering, recommended the bid for the 500 East Sidewalk Project to be awarded to Farnsworth Excavation in the amount of \$176,571.83, which was the low bid. This project encompasses 800 South from Lagoon to 500 South on the east side of the street. A motion was made by Councilman Dustin White to award the bid to Farnsworth Excavation. Motion seconded by Councilman Cody Aland. Those voting Aye were Dustin White, David Baird, Don Busenbark, Vince Reiley, and Cody Aland. Motion carried unanimously.

**CITY RECORDER/FINANCE DIRECTOR POSITION SELECTION**

Interviews have been conducted for the City Recorder position. The Interview Committee have recommended Kirk Mower for this position. This position also includes Finance Director responsibilities, which has not been included the past. After review and discussion, a motion was made by Councilman Don Busenbark to accept the Mayor’s appointment of Kirk Mower to the position of City Recorder/Finance Director. Motion seconded by Councilman David Baird. Those voting Aye were Dustin White, David Baird, Don Busenbark, Vince Reiley, and Cody Aland. Motion was carried unanimously.

**PURCHASE ORDERS**

A motion was made by Councilman Dustin White to approve the following purchase orders. Motion seconded by Councilman Vince Reiley. Those voting Aye were Dustin White, David Baird, Don Busenbark, Vince Reiley, and Cody Aland. Motion carried unanimously.

2960	Duchesne County Water Conservancy Dist.	\$ 26,194.28
2910	Ascent Aviation Group, Inc.	16,918.26
2911	Ascent Aviation Group, Inc.	22,823.36
	Staker Parson dba Burdick Materials	43,833.00
	PEHP (Public Employee Health Plan)	47,620.00
	K & K Sanitation	73,528.74
	Moon Lake Electric	<u>14,501.29</u>

**TOTAL      \$245,418.93**

**STANDING COMMITTEE REPORTS**

Don Busenbark reported on attending the Arts, Parks, & Recreation meeting and the various activities that are being planned. He also reported on attending the last Planning and Zoning meeting as well as a conversation with the Duchesne County School District representative on Centennial Park maintenance. Dustin White reported on being involved in a Utah League of Cities and Towns meeting. David Baird reported on attending a city staff safety meeting. Vince Reiley stated that there needs to be more detailed planning with operation of the Airport. He also explained details of handling the Covid-19 Corona Virus.

**CITY MANAGER REPORT**

Acting City Manager Ryan Clayburn reported on receiving an award from Rural Water for Outstanding Wastewater provider due to the Stonegate water project.

A motion was made by Councilman David Baird to adjourn the meeting. Motion seconded by Councilman Dustin White. Those voting Aye were Dustin White, David Baird, Don Busenbark, Vince Reiley, and Cody Aland. Motion carried unanimously.

Meeting adjourned at 7:15 p.m.

\_\_\_\_\_  
Roddy I. Bird Jr., Mayor

ATTEST:

\_\_\_\_\_  
Carolyn Wilcken, Recorder

**ORDINANCE NO. 2020-435**

**AN ORDINANCE AMENDING ROOSEVELT CITY CODE TITLE 2 CHAPTER 4:  
ADMINISTRATION AND PERSONNEL, CITY MANAGER.**

**WHEREAS**, revisions have been proposed to update Title 2 Chapter 4 of the Roosevelt Municipal Code; and

**WHEREAS**, the City Council finds that the proposed changes promote the efficiency of the city administration of government; and

**WHEREAS**, the efficient administration of government promotes the general health, safety and welfare of residents and visitors of Roosevelt City; and

**BE IT THEREFORE RESOLVED** that effective upon approval by the Roosevelt City Council Title 2 Chapter 4 of the Roosevelt City Ordinances shall be updated and amended as follows and the provisions below shall supersede any prior version of Title 2 Chapter 4. Anything not contained herein was intentionally removed and deleted from prior versions by this revision:

**2.04.010 Office created.**

There is created the office of city manager of Roosevelt, Utah. The City Manager shall be the chief administrative officer of the City acting under the oversight and direction of the Mayor. (Ord. 2020-435; Ord. 2017-410 (part); Ord. 93-251 § 1)

**2.04.020 Appointment.**

The Mayor, with the advice and consent of the City Council, shall appoint a City Manager within a reasonable time whenever a vacancy exists in such position. (Ord. 2020-435; Ord. 2017-410 (part); Ord. 93-251 §2)

**2.04.030 Term.**

Appointment of the City Manager shall be without definite term and shall be at a salary to be fixed by City Council. The City Manager shall be appointed without regard to any consideration other than his or her fitness, competency, training and experience. (Ord. 2020-435; Ord. 2017-410 (part); Ord. 93-251 § 3)

**2.04.040 Residency**

At the time of appointment, the City Manager need not be a resident of the City or state, but within six (6) months of appointment and during all other tenure of office the City Manager shall reside within the City except at the express exception of the City Council which shall only be granted in extreme and/or emergency circumstances. (Ord. 2020-435)

**2.04.050 Elected Officials Ineligible for Appointment**

No member of the City Council nor the Mayor shall be appointed manager during the term for which they shall have been elected, nor within one (1) year after the expiration of their term. (Ord. 2020-435)

#### 2.04.060 Powers and duties.

The City Manager shall be responsible and under the control and supervision of the Mayor and the City Council for the proper administration of all affairs of the City placed in their charge, and to that end, shall have the power and duty and be required to:

- A. Be responsible for the enforcement of all Federal, State and Local laws which do not have criminal penalties;
- B. Carry out the policies and programs established by the council.
- C. Meet regularly with the Mayor and keep the Mayor apprised of developments in City business.
- D. Inform Mayor of all executive level meetings as far in advance of the meeting as reasonably practical and invite the mayor to attend same. "Executive level meetings" shall mean any meeting with one or more department heads, the City Attorney and/or elected officials from another governmental entity, business leaders etc..
- E. Appoint, hire, suspend, transfer and remove all department heads employed by the City except the following department heads shall be appointed or removed by the mayor with the advice and consent of the city council: recorder, treasurer, police chief and city attorney.
- F. Ensure that department heads appoint, hire, suspend, transfer and remove all employees within their various departments.
- G. Upon request of the Mayor or City Council make written or verbal reports at any time concerning the affairs of the City under their supervision;
- H. Keep the Mayor and the City Council advised of the financial condition and future needs of the City and make such recommendations to the Mayor or Council for adoption as the Manager may deem necessary or expedient;
- I. With the advice and consent of the Mayor exercise supervision and control over all executive and administrative departments, excepting legal, and implement any necessary action to establish, consolidate or abolish administrative departments;
- J. Be responsible for the enforcement of all terms and conditions imposed in favor of the City in any contract or public utility franchise, and upon knowledge of any violation thereof, report the same to the Mayor and City Council for such action and proceedings as may be necessary to enforce the same;
- K. Attend City Council meetings and participate in discussions with the Mayor and City Council in an advisory capacity;
- L. Provide for engineering, architectural, maintenance and construction services required by the City; and
- M. Present all contracts the terms of which either expend or receive more than the amount set by resolution, as amended, to the City Council for approval.
- N. Ensure that all contracts entered into by the City are signed by the Mayor.
- O. Notify the mayor and city council of any emergency existing in any department under his supervision.
- P. Declare a local emergency by proclamation for less than thirty (30) days unless approved by the City Council and take disaster or emergency related actions as authorized by Utah Code Ann. § 53-2a-201 et seq., the Disaster Response and Recovery Act, as amended, and the City's Emergency Response Plan; and

Q. Perform such other duties as may be prescribed by ordinance or required of him or her by the Mayor and City Council which are not inconsistent with the laws of the state. (Ord. 2020-435; Ord. 2018-417 § 3; Ord. 2017-410 (part); Ord. 93-251 § 4)

**2.04.070 Removal of the City Manager**

The City Council, including the Mayor, may by majority vote, remove the City Manager from office. Upon such termination, the City Council may, in their discretion, provide termination pay. (Ord. 2020-435)

**2.04.080 Relationship of Mayor and City Council to City Staff**

- A. The City Council, its members and the Mayor may make any reasonable inquiry of the City Manager, Department Heads or other city employees to obtain information that it or they may deem necessary to effectively and efficiently carry out its or their duties. The City Manager, Department Head or other city employee shall respond at the earliest reasonable opportunity at which the duties or their position will not be interrupted.
- B. Neither the City Council, its members, the Mayor, nor any City Council committee shall dictate hiring or firing by the City Manager of any person to any position except as otherwise provided in this Code. Neither the City Council, its members, the Mayor, nor any City Council committee shall interfere with the City Manager or other City officer or employee to prevent them from exercising discretion in carrying out their duties. Except for purposes of inquiry neither the City Council, its members, the Mayor, nor any City Council committee shall direct or give orders to city staff. (Ord. 2020-435)

**2.04.090 Role of the city council.**

The city council shall pass all resolutions, ordinances, appropriate funds and adopt the annual budget, set all mill levies or taxes, review municipal administration as set out herein, and perform all duties that may be required of it by law. The city council may delegate to the city manager any executive or administrative power held by the city council pursuant to the applicable provisions of state law. (Ord. 2020-435; Ord. 2017-410 (part); Ord. 93-251 § 5)

**2.04.100 Limitation of Terms of City Council Members.**

No person shall serve more than eight (8) years on the City Council in any sixteen (16) year period. In applying this section, service of the City Council resulting from an election prior to January 1, 2020, or service of less than two years by a person elected or appointed after the effective date of this section to complete the term of another person, shall be counted. (Ord. 2020-435)

**2.04.110 Role of the mayor.**

The mayor shall be the chief ceremonial officer of the city. He shall serve as chairman of the governing body. He shall retain all legislative and judicial powers vested by law. He shall appoint, with the advice and consent of the council, department heads (statutory appointments) and any vacancies on commissions or committees of the municipality. The mayor may delegate to the city manager any executive or administrative power held by the mayor pursuant to the applicable provisions of state law. (Ord. 2020-435; Ord. 2017-410 (part); Ord. 93-251 § 6)

**2.04.120 Limitation of Terms of the Mayor.**

No person shall serve more than eight (8) years as the Roosevelt City Mayor in any sixteen (16) year period. In applying this section, service as the Mayor resulting from an election prior to January 1, 2020, or service of less than two years by a person elected or appointed after the effective date of this section to complete the term of another person, shall be counted. (Ord. 2020-435)

**2.04.130 Salary.**

The salary of the city manager shall be set from time to time by city council. (Ord. 2020-435: Ord. 2017-410 (part): Ord. 93-251 § 7)

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

Dustin White  
David Baird  
Don Busenbark  
Vince Reiley  
Cody Aland

ROOSEVELT CITY

\_\_\_\_\_  
Roddie I. Bird, Jr, Mayor

ATTEST:

\_\_\_\_\_  
Carolyn Wilcken, Recorder

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)**

- 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](mailto: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.**

LOT SPLIT 1 Acre new parcel

**INFORMATION:**

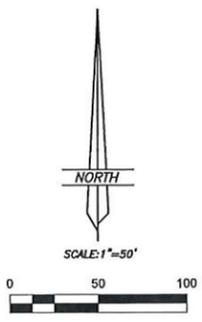
Date application submitted: 2-27-2020 Contact #: 435-823 12153  
 Owner or Representatives Name: Steve Yack Email: yack3ygy@yahoo.com  
 Mailing Address: P.O. Box 173 City: Neola State: UT Zip: 84053  
 Project Name: Minor Subdivision  
 Tax I.D. Number on property: 00-0002-3020 Zoning of Subject Property: SA R-0789 RM-18  
 Property Location: a pox 780 SO 140 W  
 Nature of Request: Splitting Property Cutting 1 acre off existing Property  
 Current Land Use:  Vacant  Residential  Commercial  Professional

PROPERTY OWNER(S) NAME: Steve Yack (Current Title Holder as shown on County Records)  
 Mailing Address: P.O. Box 173 City: Neola State: UT Zip: 84053  
 Contact #: 435-823 12153 Email: yack3ygy@yahoo.com  
 SIGNATURE: Steve Yack Dated: 2/27/2020

OFFICE USE ONLY:  
 Zoning Director: [Signature] Planning Director: [Signature] Fee Paid: 250.00 Date Paid: 2-27-2020  
 Dated: 2/27/2020 Hearing Date: 4/1/2020

Comments:

RECORD OF SURVEY OF  
A MINOR SUBDIVISION FOR  
**STEVE YACK**  
SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 WEST  
UINTAH SPECIAL BASE & MERIDIAN



- LEGEND AND NOTES**
- SECTION CORNER
  - QUARTER CORNER
  - CENTERLINE MONUMENTS AS NOTED
  - FOUND COUNTY MONUMENT AT 1/16 CORNER
  - EXISTING FENCES
  - SET 5/8"x24" REBAR WITH PLASTIC CAP STAMPED ALLRED SURVEYING AT PROPERTY CORNERS
  - SET MAG NAIL WITH WASHER AT PROPERTY CORNER

THIS SURVEY WAS PERFORMED USING G.P.S. (GLOBAL POSITIONING SYSTEM) EQUIPMENT AND PROCEDURES.

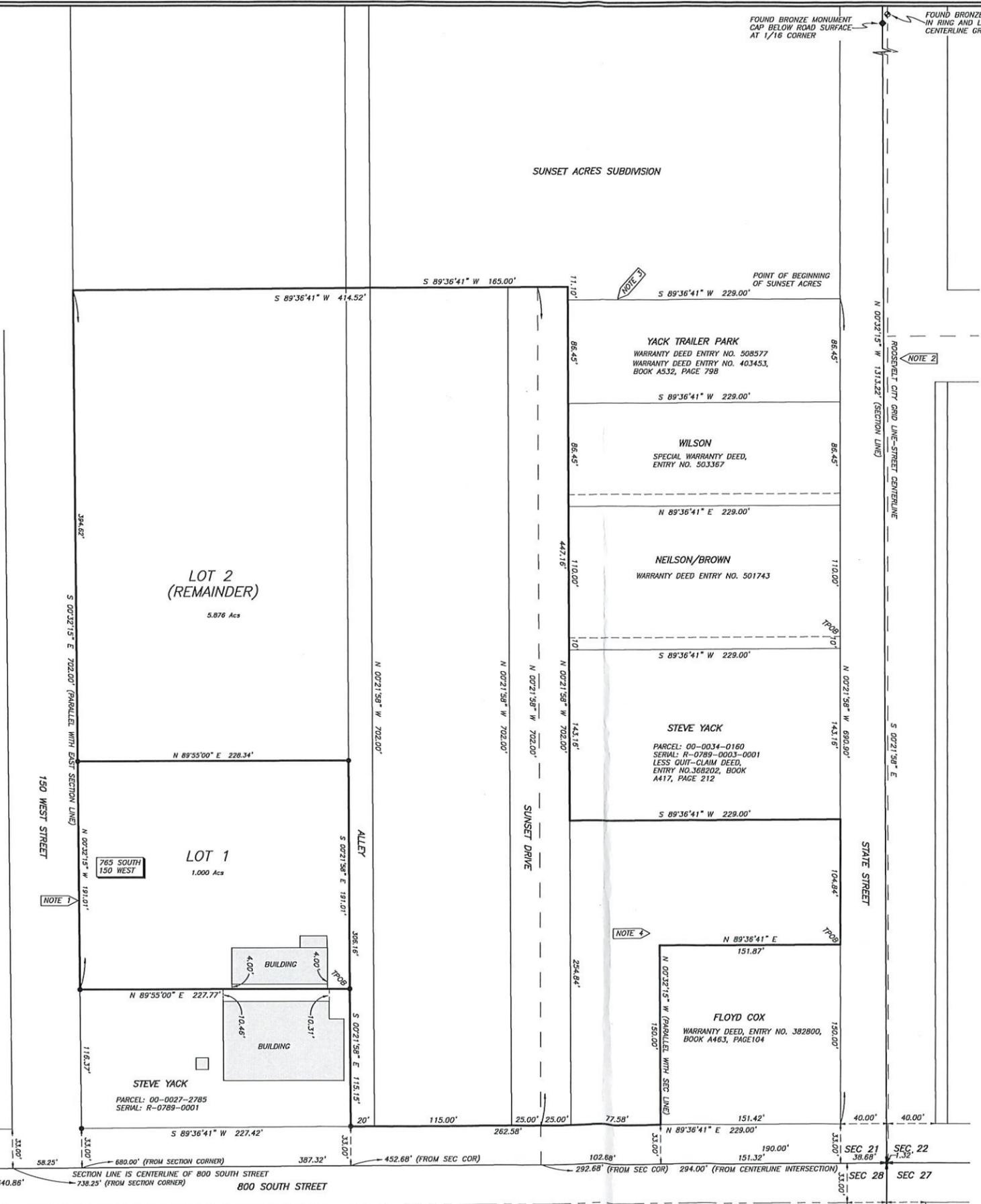
THE BASIS OF BEARINGS IS BASED ON WGS-84 GEODETIC NORTH AT THE CORNER COMMON TO SECTIONS 15, 16, 21, AND 22, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE UTAH SPECIAL BASE AND MERIDIAN AS DETERMINED BY THE UTAH STATE GPS VIRTUAL REFERENCE STATION CONTROL NETWORK MAINTAINED AND OPERATED BY THE AUTOMATED GEOGRAPHIC REFERENCE CENTER. THE BEARINGS ON THE ORIGINAL SUBDIVISION PLATS WERE ROTATED TO FIT THIS BASIS OF BEARINGS.

**NOTE 1** THIS LINE IS DEFINED IN THE WARRANTY DEED, ENTRY NO. 383902, BOOK A468, PAGE 689, AS BEING PARALLEL WITH AND 680 FEET WEST OF THE EAST SECTION LINE. THIS POSITION MATCHES VERY CLOSELY WITH THE DIMENSIONS SHOWN ON THE SUNSET ACRES SUBDIVISION PLAT. (THE EAST-WEST DIFFERENCE ON THE ENDS OF THE LINE ARE 0.14' ON THE NORTH AND 0.23 FEET ON THE SOUTH)

**NOTE 2** THE NORTH-SOUTH ROOSEVELT CITY STREET CENTERLINE GRID IS DEFINED BY THE FOUND SECTION CORNER IN THE INTERSECTION OF STATE STREET AND 200 NORTH STREET AND THE CENTERLINE MONUMENT 3.04 FEET EAST OF THE EAST QUARTER CORNER OF SECTION 21

**NOTE 3** THE SOUTH LINES OF SUNSET ACRES SUBDIVISION ARE PARALLEL WITH THE SOUTH SECTION LINE

**NOTE 4** THE SOUTH, WEST, AND NORTH LINES OF THE COX PROPERTY ARE GIVEN AS BEING PARALLEL WITH THE SECTION LINES, WITH THE DIMENSION OF THE NORTH LINE BEING SHOWN AS "MORE OR LESS" BECAUSE THE EAST LINE IS ALONG THE STREET RIGHT-OF-WAY LINE NOT PARALLEL WITH THE SECTION LINE



**DESCRIPTION OF LOT 1**  
Commencing at the Southeast Corner of Section 21, Township 2 South, Range 1 West of the Uintah Special Base and Meridian;  
Thence South 89°36'41" West 452.68 feet along the South line of the SE 1/4 of said Section;  
Thence North 00°21'58" West 148.15 feet parallel with the West right-of-way line of State Street to the TRUE POINT OF BEGINNING;  
Thence South 89°55'00" West 227.77 feet to a line defined as being West 680 feet and parallel with the West line of said SE 1/4, said line being the East right-of-way line of 150 West Street;  
Thence North 00°32'15" West 191.01 feet along said line;  
Thence North 89°55'00" East 228.34 feet;  
Thence South 00°21'58" East 191.01 feet to the TRUE POINT OF BEGINNING, containing 1.000 acres.

**DESCRIPTION OF LOT 2 (REMAINDER)**  
Commencing at the Southeast Corner of Section 21, Township 2 South, Range 1 West of the Uintah Special Base and Meridian;  
Thence South 89°36'41" West 38.68 feet along the South line of the SE 1/4 of said Section;  
Thence North 00°21'58" West 33.00 feet to point of intersection of the West right-of-way line of State Street as defined by the Roosevelt City Grid monuments and the North right-of-way line of 800 South Street;  
Thence North 00°21'58" West 150.00 feet along said West right-of-way line to the TRUE POINT OF BEGINNING;  
Thence North 00°21'58" West 104.84 feet along said West right-of-way line;  
Thence South 89°36'41" West 229.00 feet parallel with said South Section line;  
Thence North 00°21'58" West 447.16 feet parallel with said West line;  
Thence South 89°36'41" West 414.52 feet parallel with said South line to a point on a line which is defined as being West 680 feet from and parallel with the East line of the SE 1/4 of said SE 1/4;  
Thence South 00°32'15" East 394.62 feet along said line;  
Thence North 89°55'00" East 228.34 feet to the West line of the alley shown on the SUNSET ACRES SUBDIVISION plat;  
Thence South 00°21'58" East 306.16 feet along said alley line to said North right-of-way line of said 800 South Street;  
Thence North 89°36'41" East 262.58 feet along said right-of-way line;  
Thence North 00°32'15" West 150.00 feet parallel with said West right-of-way line of said State Street;  
Thence North 89°36'41" East 151.87 feet to the TRUE POINT OF BEGINNING, containing 5.876 acres.

**SURVEYOR'S CERTIFICATE**

I, Jerry D. Allred, do hereby certify that I am a Professional Land Surveyor, and that I hold certificate no. 148951 as prescribed by the laws of the State of Utah. I further certify that this plat and its computations were prepared from the field notes and electronic data collector files of an actual survey made by me, or under my personal supervision, of the parcels of land shown hereon, and that the monuments indicated were found or set during said survey, and that this plat accurately represents said survey to the best of my knowledge.



JERRY D. ALLRED, PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 148951 (UTAH)

**OWNER'S CERTIFICATE AND DEDICATION**

We, the undersigned, owners of the parcels shown hereon, having covenanted the same to be subdivided into the lots shown, do hereby set apart the same as a minor subdivision, and place the boundary lines of the lots as shown and described on this plat.

Landowner's Signatures	Print Name	Date Acknowledged to Notary	Notary's Initials
THE STEVEN JAMES YACK TRUST AND THE JILL HARDY YACK TRUST Steven James Yack, Trustee			
THE STEVEN JAMES YACK TRUST AND THE JILL HARDY YACK TRUST Jill Hardy Yack, Trustee			

**ACKNOWLEDGMENT**

State of Utah }  
County of Duchesne }  
On the dates shown by each signature, personally appeared before me the signers of the above certificate who duly acknowledged to me that they did execute same.  
My commission expires \_\_\_\_\_ Notary Public

**CITY PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE ROOSEVELT CITY PLANNING COMMISSION.  
CHAIRPERSON

**CITY COUNCIL APPROVAL AND ACCEPTANCE**

APPROVED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE ROOSEVELT CITY COUNCIL.  
ATTEND: CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_

**COUNTY RECORDER'S CERTIFICATE**

STATE OF UTAH }  
COUNTY OF DUCHESNE }  
THIS IS TO CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE COUNTY RECORDER'S OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND IS DULY RECORDED.  
FILE NO. \_\_\_\_\_ COUNTY RECORDER

COUNTY SURVEYOR FILE NO.  
**JERRY D. ALLRED & ASSOCIATES, INC.**  
SURVEYING CONSULTANTS  
1235 NORTH 700 EAST—P.O. BOX 975  
Duchesne, Utah 84021  
(435) 739-5352

**RESOLUTION NO. 2020-300**

**A RESOLUTION OF THE ROOSEVELT CITY COUNCIL IMPLEMENTING  
AUTHORITY TO CONDUCT ELECTRONIC MEETINGS AND PROVIDING  
PROCEDURES FOR PARTICIPATION IN ELECTRONIC MEETINGS**

WHEREAS, the Roosevelt City Council (the "Council") is empowered under the provisions of Utah Code § 52-4-207 to establish and implement procedures for the conduct of electronic meetings; and

WHEREAS, the Council believes it is in the public interest to conduct telephonic or electronic conference meetings from time to time to assure that all members of the Council have an opportunity to participate in meetings of the Council regardless of the physical location of the individual members of the Council; and

WHEREAS, the City has adequate facilities to support the conduct of telephonic or electronic meetings of the Council;

NOW THEREFORE, be it resolved as follows:

1. Definitions. The following terms are defined as follows for the purpose of this Resolution:

(a) "Anchor Location" means the Council Chambers at the Roosevelt City Administration Building or such other location designated in the Agenda for the meeting.

(b) "Meeting Administrator" means the City Recorder, or another employee or contractor of the City specifically assigned and designated to operate the telephonic or electronic conference equipment at the anchor location to assure that all members of the Council are continuously and simultaneously able to participate in the meeting and to advise the individual conducting the meeting of the initiation, recess, if appropriate, or adjournment of the meeting.

(c) "Electronic Meeting" means a public meeting of the Council convened and conducted by means of a telephonic conference device or other electronic means, allowing each member of the Council to call, videoconference, or otherwise participate concurrently with all other members of the Council in the conduct of the meeting.

2. Notice of Electronic Meetings. The Council may convene electronic meetings when necessary. Unless otherwise indicated on the meeting agenda, Council members may participate in all meetings electronically. It shall be the responsibility of each Council member to contact the meeting administrator prior to the meeting to assure that facilities are set up for the meeting to participate electronically.

3. Quorum Verification. No electronic meeting shall be convened unless a quorum of the Council is able to continuously and simultaneously participate either in person or electronically in the meeting. If at any time the number of participating Council members ceases to constitute a quorum, for any reason including but not limited to electronic failure, the meeting must immediately halt unless or until a quorum is again established.

4. Public Attendance. Each electronic meeting shall be convened by the meeting administrator by announcing the parties present at the meeting and by making available to members of the public at the anchor location an amplified speaker or video monitor enabling members of the public to hear the comments of Council members and the conduct of the meeting.

5. Conduct of the Meeting. All meetings shall be conducted by the Mayor or a designated Council member who is physically at the anchor site of the meeting unless all Council members are appearing electronically or telephonically in which case the Mayor shall conduct the meeting or the designated Council member in the Mayor's absence. Upon determining that a sufficient number of the Council are present for the meeting to be convened and members of the public can adequately hear the comments of all members of the Council, the individual conducting the meeting shall formally convene the meeting and take a roll call of those participating. If a Council member is disconnected during the meeting, but there continues to be enough Council members either physically present or remaining connected electronically to constitute a quorum, it shall be within the discretion of the individual conducting the meeting to determine whether to continue the meeting without the person or wait until they can be reconnected. The individual conducting the meeting may also move agenda items to provide time to try to reconnect.

6. Compliance with Law. In all other respects, electronic or telephonic meetings shall be conducted, recorded, and minutes shall be kept as required by law for all other open and public meetings, or for all other record keeping purposes of the City.

7. Effective Date. This Resolution shall take effect upon its adoption by the Roosevelt City Council.

PASSED, ADOPTED AND APPROVED this \_\_\_ day of April, 2020, by majority vote of the following:

Dustin White  
David Baird  
Don Busenbark  
Vince Reiley  
Cody Aland

ROOSEVELT CITY

\_\_\_\_\_  
Roddie I. Bird, JR, Mayor

ATTEST:

\_\_\_\_\_  
Kurt Mower, Roosevelt City Recorder

**INTERLOCAL COOPERATIVE AGREEMENT  
PROVIDING FOR THE UINTAH BASIN NARCOTICS STRIKE FORCE**

This Interlocal Agreement was made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to §11-13-101, et seq., UCA 1953, as amended, referred to as the Utah Interlocal Cooperation Act, by and between the cities of Roosevelt, Vernal and Naples, hereinafter referred to as "Cities", and Duchesne and Uintah Counties, hereinafter referred to as "Counties", all being public agencies of the State of Utah as defined by the Interlocal Cooperation Act. This agreement amends, replaces, and supercedes previous agreements on this subject, and is amended and restated effective March \_\_\_\_\_, 2020.

RECITALS

**WHEREAS**, Counties and Cities have determined that it is in the best interest of each of the entities and of the citizens served by each entity to enter into a cooperative agreement for the purpose of enhancing drug enforcement services within the Uintah Basin area and providing said services without regard to territorial boundaries which shall benefit all the citizens of those agencies participating.

**WHEREAS**, the governing body of each member entity has approved this joint and cooperative effort outlined herein.

**WHEREAS**, each entity currently maintains and operates law enforcement services in relation to the investigation of drug trafficking, organized crime, and related criminal activity in an effort to enforce the law; and,

**WHEREAS**, it is to the mutual advantage of each entity to combine drug enforcement efforts

and activities in order to make efficient use of personnel and available resources, and provide the economy and benefit of scale; and,

**WHEREAS**, it is to the mutual advantage of the entities to join together and share resources in the operation and maintenance of a joint task force to provide drug enforcement and related activities to the entities within Uintah and Duchesne Counties; and,

**WHEREAS**, Title 11, Chapter 13, Utah Code Annotated (1953) as amended, authorizes the above local, entities to agree to create a separate legal entity to accomplish the purposes of this agreement and which becomes a political subdivision of the state; and,

**NOW THEREFORE**, for and in consideration of the above and mutual promises and covenants as are hereinafter stated, it is agreed as follows:

1. **Establish Entity/Name:** By this agreement the parties hereby create and establish a separate legal administrative entity for the purpose of investigating and prosecuting the illegal importation, manufacture, use, and sale of controlled substances and other related matters. This task force shall be known as the Uintah Basin Narcotics Strike Force (UBNSF).

2. **Purpose:** The intent of this agreement is to create a joint task force in order to provide continuity of investigative effort and economical, efficient, and effective drug enforcement within Uintah and Duchesne Counties.

3. **Drug Enforcement and Related Activity:** The term "<sup>Revised</sup>drug enforcement and related activity" shall include the investigation and enforcement of all drug and liquor laws, organized crime and racketeering laws as related to illegal drug trafficking, vice and gambling activities which are drug related, asset forfeitures as provided by law, and the investigation and enforcement of any other law which stems from or is related to unlawful drug activity. The term shall also include the

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investigation and enforcement of any other criminal activity assigned by the Management Board.

4. **Uintah Basin Narcotics Strike Force:** Drug Enforcement and Related Activity as defined herein, shall be provided through a joint group of law enforcement officers employed by the entities (hereinafter sometimes referred to as Strike Force) which shall be headquartered at the Vernal City Police Department, Vernal, Utah; with a substation maintained at Roosevelt City Police Department, Roosevelt, Utah.

5. **Management Board:** A Management Board is hereby created to implement the policies of the Governing Board in the management and supervision of the operation of the "Strike Force".

The board shall consist of five (5) members from the entities as follows:

- (1) Chief of Police of Vernal City
- (2) Chief of Police of Roosevelt City
- (3) Sheriff of Uintah County
- (4) Sheriff of Duchesne County
- (5) Chief of Police of Naples City

The Board shall in all cases act as a Board and may adopt such rules and regulations for the management of the Strike Force as they may deem proper, not inconsistent with this agreement. The Board shall meet on a regular basis to consider the affairs of the Strike Force and, in any event, shall meet together as a Board at least quarterly. Each Board member shall be given notice of all meetings of the Management Board. Special meetings may be called at the request of at least two Board members. A board member may designate a substitute to act in his behalf at any Board meeting. At any meeting of the Management Board, three (3) Board members shall constitute a quorum, and no action shall be taken at any Board meeting unless a quorum is present. A majority

vote of the members of the Management Board present shall be required to carry any issue, and each Board member shall have one vote on any issue presented to the Board for a decision.

The powers and responsibility of the Management Board shall include:

a) The supervision of the daily operation of the Strike Force including planning, scheduling, and conducting all business incidental to the operation of the Strike Force.

b) Hiring, firing, promoting and demoting personnel to staff the Strike Force. Setting salaries or contracting for personnel and defining the duties of officers employed by or assigned to the Strike Force.

c) Receiving funds from each entity (as applicable), from grants and programs, and from forfeitures and seizures as provided by law, and applying said funds according to the budget authorized by the board and as approved by the Governing Board, when the entities choose to provide funds.

d) Establishing operation policies and procedures.

6. **Utah Department of Public Safety:** The Strike Force shall work in close coordination with and seek participation with state and federal drug enforcement agencies through the participation of the Utah Department of Public Safety. The Director of Law Enforcement Services, Utah Department of Public Safety, or its designee, shall be an ad hoc member of the Management Board, and may be advised periodically of all Strike Force activities. In the event that the Utah Department of Public Safety shall decide not to participate on the board, the Strike Force shall follow professional courtesy and protocol by advising them periodically on task force activities, and solicit reciprocal action in order to maintain continuity of investigative efforts, prevent duplication and overlapping of activity, and any possible conflict in investigative efforts.

7. **County Attorneys:** The Duchesne County Attorney and the Uintah County Attorney, Vernal City Attorney, Naples City Attorney and Roosevelt City Attorney shall be ad hoc members of the Management Board and the board shall select one to act as the legal advisor of the Strike Force. They shall keep the other attorneys of each party to this agreement apprised of matters affecting that entity on a case by case basis, as requested.

8. **Governing Board:** A Governing Board is hereby created to set the administrative policies of the Management Board and to direct the affairs of the Strike Force as provided herein. The Board shall consist of five (5) members. Each entity shall appoint one elected official to the Governing Board and that member shall serve at the pleasure of the governing body that appointed him or her. The Board shall in all cases act as a Board. The Governing Board shall meet quarterly, or more often as necessary, in an open public meeting, to approve expenditures, receive reports of Strike Force activity, and conduct other scheduled board business. The annual Strike Force budget will be approved at a regularly scheduled quarterly meeting, or at a Special Meeting. The powers and responsibility of the Governing Board include:

a) Hearing, reviewing and settling any disputes or matters the Management Board is unable to settle or which the Management Board refers to the board for its decision.

b). Setting a budget for the Strike Force on a fiscal year basis: Said budget shall be set by June 15 of each year and shall govern expenditures for the following July 1 through June 30 period. Capital expenditures exceeding \$1,000.00 must be approved by the Governing Board.

c) The Governing Board may be called upon to approve funding or provide special funding for a major investigation or operation deemed necessary by the Management Board.

9. **Strike Force Administration:** The Strike Force shall primarily investigate crimes related to controlled substances. The strike force will notify individual jurisdictions of all crimes discovered in their geographic boundaries, <sup>Don't need to be included since no timetable is set.</sup> provided such notification may be delayed if, in the discretion of the strike force Unit Commander, notification will hinder a current strike force investigation.

The Strike Force shall be headed by and administered by a Unit Commander.

The Unit Commander shall be a certified law enforcement officer selected by the Management Board to serve as the daily administrator;

The Unit Commander shall be in charge of directing the strike force activities, subject to approval of the Management Board;

The Unit Commander shall be responsible for the administrative activity of the Strike Force including maintaining financial records and reporting as required by the Management Board;

Develop and submit to the Board for approval procurement (Section 11-13-226) and financial and fiscal procedures (Title 11 Chapter 13 UCA) policies consistent with state law (as provided in Section 10 the policies of Vernal City shall be followed until specific policies are adopted by the Governing Board);

Issue an annual report of the preceding year's activities to the participants;

Issue or approve any press releases related to Strike Force operations;

Register the Strike Force as a separate political entity and maintain current registration information as required by statute (67-1a-15);

The Unit Commander shall perform such other duties as directed by the Management Board.

10. **Funding:** Funding for the Strike Force shall be accomplished by grants, seizures, and forfeitures, as authorized by law, and appropriations from the constituent entities. As authorized by

OK → law, all seizures and forfeitures arising and/or resulting from the activities of the Strike Force shall be retained in a perpetual fund by the Strike Force for funding of projects, operations, and future budgets. (Those funds shall be specifically earmarked for funding the Strike Force or otherwise disposed of as required by law.) In the event the Strike Force fund exceeds \$150,000.00 in monies, not including the then current budget, resulting from forfeitures in any one year, the Governing Board may meet and decide to disburse the excess to the entities to be used by them for controlled substance law enforcement purposes only. In no case will monies received from grants or other sources be taken from the Strike force or the original intended use.

In the event the Strike Force fund is not sufficient to fund the Strike Force for the upcoming year, the Governing Board will meet and determine to cut or suspend operations, or to fund the Strike Force for the upcoming year.

11. **Operations:** The Strike Force shall be operated in accordance with applicable Federal and State laws, ordinances, rules and regulations. One entity will perform administrative functions relating to fiscal and personnel procedures for a period of time and at a fee to be determined by the Governing Board. Vernal City will provide this service during the initial year of this Agreement free of charge. Whichever entity continues to provide this service in following years, will be given an administrative fee as agreed to by the Governing Board. Where no specific policy or procedure of the Management Board exists, the personnel and fiscal policies and procedures of Vernal City and the Vernal City Police Department, insofar as is allowed by applicable law, shall be the personnel and fiscal policies and procedures of the Strike Force except as is herein provided as follows:

- a) The Certified Assurances, Grant Conditions, and regulations governing the Control

and Use of Confidential Funds of the Utah Commission on Criminal and Juvenile Justice, and Bureau of Justice Assistance shall be complied with in full regarding all monies received from them for operation of the Strike Force.

b) Until such time as the Management Board may adopt other policies, the Management Board shall act as a department head under the policies of Vernal City and Vernal City Police Department to include disciplinary action and grievances of personnel assigned or employed by the Strike Force, entering into contractual agreements and dismissal. The Governing Board shall have final action relevant to dismissal, appeals of disciplinary actions, or grievances.

c) The Management Board shall have final approval on all budget expenditures except as herein provided in compliance with state laws governing expenditures.

d) Emergency spending policies and budget re-openers shall be handled by the Management Board following the Governing Board policies. Said expenditures shall require the consent of the Governing Board. The Management Board shall fully reimburse any party for all costs and expenses incurred on behalf and at the request of the Management Board, including monies spent which are not from the Strike Force fund.

e) In the event a state or federal drug enforcement or organized crime agency commits resources and/or manpower to a Strike Force investigation, the investigation shall be considered a joint operation, and, unless otherwise agreed, the policies and procedures of the agency rendering the assistance shall govern the activity relevant to and limited to that specific aspect of the investigation, if the Strike Force through its Management Board agrees to accept the assistance.

f) For purposes of police powers and jurisdiction, all members of the Strike Force, including employees, officers temporarily assigned, and Management Board members, shall be

considered as officers of the entity in which the investigation is focused and operating. All Strike Force members shall be sworn in all constituent entities for that purpose, as authorized by law. A common police identification card so designating each member shall be issued. The badge of the respective agency employing the member assigned shall suffice for this purpose. The badge of any employee of the Strike Force who is not a pre-employed member of any one entity shall be determined by the Management Board on a case by case basis.

12. **Maintenance and Logistics:** The Strike Force agents employed by the constituent entities shall be equipped by the entities which assigned them and all care and maintenance of equipment shall be the responsibility of that entity. Any employee who is hired solely by the Strike Force shall be equipped by the Strike Force. Common equipment of the Strike Force shall be maintained by the Strike Force or as agreed by the entities, through the Management Board. Any equipment which is under warranty shall be covered by that warranty whenever practical at the discretion of the Management Board.

13. **Duration:** This agreement shall continue until terminated as herein provided or until fifty (50) years from the effective date of this agreement, whichever shall first occur. Any party to this agreement may terminate the agreement upon one (1) years' written notice to the remaining parties. The agreement may be terminated at any time upon the unanimous consent of the parties. Upon termination by unanimous consent, the debts of the Strike Force shall first be paid (using funds last received first), and the remaining assets shall be equally distributed among the remaining entities who were members of the Strike Force at the time such assets were acquired. All monies which are available which have been received from any grant or program shall be returned to the state, federal, or private agency that provided the funds. In the event that only one party desires to terminate this

agreement, the remaining parties may elect to continue under the terms and conditions of this agreement. Should the remaining entities elect to so continue, the withdrawing party shall be compensated for its share of equipment costing more than \$5,000.00, which was purchased jointly from Strike Force funds accrued after the date of that party's membership in the Strike Force, after deducting accumulated depreciation and liabilities. Any equipment purchased by grant shall remain in the possession and title of the remaining parties and no compensation is due the entity or entities terminating. Should the remaining parties elect not to continue, the assets shall be disposed of as provided above. Whenever assets are distributed, the party accepting or purchasing the asset shall be required to accept full and complete liability for any obligation or debt associated with the asset and shall hold the remaining parties harmless therefrom.

14. **Title to Assets:** Title to any equipment provided for the use of the Strike force by any party shall remain with the party or user that provided the equipment. Any equipment which is acquired by the Strike Force through grants shall be jointly owned by the Strike Force. Any equipment which is acquired jointly by the entities shall be jointly owned by the entities at the time of acquisition. Whenever equipment costing more than \$5,000.00 is purchased, the Management Board shall set a rate of depreciation for such equipment.

15. **Liabilities:** No term, provision, or condition of this agreement shall create any duty or responsibility to the public or any third person or entity relating to providing drug enforcement or any other service. It is not the intent of this agreement to create any duty or responsibility to the public, third person, or of any other entity. Liability of the Strike Force or of any party to this instrument shall not arise by reason of the terms and conditions of this instrument. Nothing in this instrument shall be interpreted as guaranteeing the availability of drug enforcement services to the

public, third parties, or any agency. Any defense in law or equity that is available to a party shall continue to be available to that entity and shall also be available to the Strike Force.

a) Strike Force shall indemnify and hold the Cities and Counties harmless from any liabilities, claims, and damages whatsoever which might occur or arise by reason of the actions/activities of Strike Force in performance of the terms of this agreement and the services provided by UBNSF, except any liabilities, claims, or damages which may arise or occur by reason of the acts or negligence of an officer, agent, or employee of any member or user agency, acting outside this agreement or in situations not related to UBNSF operations.

b) Each member or user entity or agency shall be responsible for and shall hold other agencies and entities harmless from claims, damages or awards resulting from the acts or negligence of its officers, agents, or employees when not engaged in UBNSF operations. This provision does not constitute waiver or release of any defenses or immunities that any party may lawfully raise or create any liability or obligation to any third party.

c) In the event that any claim, obligation, damages, or liability arises from the acts or negligence of officers, agents, or employees of more than one entity, this agreement shall not alter or affect any apportionment of liability which might occur pursuant to the provisions of Utah law, nor obligate any entity to assume any obligation or liability of another entity.

d) Neither this agreement nor any policies or procedures or practices of the UBNSF shall constitute or be construed to create any rights, liabilities, or obligations to any third parties.

**16. Alienation of Interest:** During the term of this agreement, no entity may assign or sell their interest in this agreement without the prior written consent of the remaining entities. Any party that attempts to alienate its interests in violation of this agreement shall forfeit all of its interest in this

agreement and any interest in property purchased jointly under this agreement, and any funds remaining in the Strike Force fund, at the election of the remaining parties.

17. **Modification:** The parties contemplate that problems may arise which necessitate modification of this agreement; however, no modification or amendments to this agreement shall be effective unless such modification or amendment is in writing and is signed by all parties.

18. **Neutrality:** The parties agree to cooperate with each other in creating an environment in the Strike Force respectful of all facets of public safety, and not favoring of any one party. Uniforms, patches, badges, and references to employees shall remain neutral as determined by the Management Board.

19. **Miscellaneous:** It is understood that this Agreement shall apply and bind any successors in interest and assigns of the respective parties. This instrument contains the whole agreement of the parties concerning the subject matter of the agreement and execution hereof has not been induced by any party, by any representation, promise, or understanding not expressed herein, and there are no collateral agreements, stipulations, promises, or understandings whatsoever which are not expressly contained in this instrument. Should any provision of this agreement require judicial interpretation, the Court, in interpreting or construing the same, shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the entity who prepared the same, it being acknowledged that the parties or the agents of the parties have equally participated in the preparation hereof.

IN WITNESS WHEREOF, the said entities and their attorneys have executed this Agreement

on the days written below.

DUCHESNE COUNTY

By \_\_\_\_\_  
Its \_\_\_\_\_  
\_\_\_\_\_ 2020

VERNAL CITY

By \_\_\_\_\_  
Its \_\_\_\_\_  
\_\_\_\_\_ 2020

UINTAH COUNTY

By \_\_\_\_\_  
Its \_\_\_\_\_  
\_\_\_\_\_ 2020

ROOSEVELT CITY

By \_\_\_\_\_  
Its \_\_\_\_\_  
\_\_\_\_\_ 2020

NAPLES CITY

By \_\_\_\_\_  
Its \_\_\_\_\_  
\_\_\_\_\_ 2020

APPROVED AS TO FORM

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Vernal City Attorney  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Vernal City Chief of Police  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Roosevelt City Attorney  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Roosevelt City Chief of Police  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Duchesne County Attorney  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Duchesne County Sheriff  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Uintah County Attorney  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Uintah County Sheriff  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Naples City Attorney  
\_\_\_\_\_, 2020

\_\_\_\_\_  
Naples City Chief of Police  
\_\_\_\_\_, 2020