ORDINANCE NO. 2016-404

AN ORDINANCE GRANTING TO QUESTAR GAS COMPANY A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS DISTRIBUTION SYSTEM IN ROOSEVELT CITY, DUCHESNE COUNTY, STATE OF UTAH

Questar Gas Company, a Utah corporation, (Questar Gas) desires to construct, maintain, and operate a gas distribution system within the City of Roosevelt (City); and

The City Council has determined that it is in the best interest of the citizens of the City to grant a franchise to Questar Gas to use the roads and streets within the City for such purpose;

NOW, THEREFORE, the City Council ordains as follows:

1. **Grant of Franchise**. The City grants to Questar Gas a nonexclusive franchise (Franchise) to construct, maintain, and operate in the present and future roads, streets, alleys, highways, and other public rights-of-way within City limits, including any property annexed or otherwise acquired by the City after the effective date of this Franchise, (collectively, Streets) a distribution system for furnishing natural gas to the City and its inhabitants for heating and other purposes. Questar Gas shall have the right to erect, construct, equip, and maintain along, over, and under the Streets a system of mains, pipes, laterals, and related equipment (Facilities) as are reasonably necessary for supplying natural gas service in accordance with this Franchise.

2. **Consideration**. In consideration of this Franchise, Questar Gas shall pay to City the sum of $50.00 upon acceptance of this Franchise and shall provide gas service in accordance with the terms of this Franchise.

3. **Term**. This Franchise is granted for an initial term of thirty (30) years. At the expiration of the initial term, the Franchise shall continue in effect upon the same terms and conditions for up to two additional terms (each of which is a renewal period) of fifteen (15) years each. The City may terminate the Franchise at the end of the initial term, or at the end of any renewal period, by giving Questar Gas written notice of the City's intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period.

4. **Acceptance**. Within sixty (60) days after the passage of this ordinance, Questar Gas shall file with the City an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise.

5. **Construction and Maintenance of Facilities**. All Facilities shall be constructed and installed so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All Facilities shall be constructed in accordance with established gas distribution construction practices and in a manner which protects the Facilities from all traffic loads. Without unreasonable additional cost to Questar Gas, all Facilities that are installed during the term of the Franchise shall be sited to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the City limits.

Questar Gas shall repair or replace, at its own expense, any and all rights of way, pavements, sidewalks, street improvements, excavations, other facilities, landscaping, or other improvements, public or private, that it damages in the Franchise operations.

6. **Compliance with Ordinances--Conflict**. Questar Gas shall comply with all City ordinances, regulations, and requirements and shall pay all applicable excavation fees and charges that are or may be prescribed by the City with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements, or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule, or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Questar Gas, including this Franchise and any lawful revisions made and accepted by Questar Gas during the term of the Franchise.

The City shall have the right to inspect the construction and maintenance of the Facilities to ensure the proper compliance with applicable City ordinances, regulations, and requirements. In the event Questar Gas should fail to comply with the terms of any City ordinance, regulation, or requirement, the City shall give Questar Gas written notice of such non-compliance and the time for correction provided by ordinance or a reasonable time for correction if there is no time frame provided by the applicable ordinance, regulation, or requirement. Excluding any correction, modification, or change to the Facilities, and after written notice and failure of Questar Gas to make correction, the City may, at its sole risk, make such correction itself and charge the cost to Questar Gas including any minimum cost provided by ordinance. The City shall not make, nor request or allow any party other than Questar Gas to make changes, corrections, or modifications of any kind to Questar Gas's Facilities. Nothing in this Franchise limits Questar Gas's right to oppose any ordinance, whether existing, proposed, or adopted, from and after the effective date of this Franchise.

7. **Information Exchange**. Upon request by either the City or Questar Gas, as reasonably necessary, Questar Gas and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information received by the City from Questar Gas that contains or relates to Questar Gas's confidential or proprietary information, including but not limited to information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

8. **Relocation**. Upon written notice to Questar Gas, the City may require the relocation and removal or reinstallation (collectively, Relocation) of any Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, Questar Gas shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the City's requirements. The Relocation of Facilities by Questar Gas shall be at no cost to the City if (i) such request is for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the City; (ii) the Facilities have been installed pursuant to this or any other Questar Gas franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity; and (iii) the City provides a new location for the Facilities. Otherwise, a Relocation required by the City pursuant to such written notice shall be at the City's expense. Following Relocation of any Facilities, Questar Gas may maintain and operate such Facilities in a new location within City limits without additional payment. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate Questar Gas up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such federal or state funds; however, the City shall ensure that receipt of compensation from federal or state sources shall not restrict or otherwise obligate Questar Gas's ownership of the Facilities in any way.

Notwithstanding the preceding paragraph, Questar Gas shall not be responsible for any costs associated with an authorized City project that are not attributable to Questar Gas's Facilities in the Streets. Further, all such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized City project.

9. **Terms of Service**. Questar Gas shall furnish natural gas service without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Questar Gas, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Questar Gas may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a gas service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its Facilities. To secure safe and reliable service to the customers, and in the public interest, Questar Gas shall have the right to prescribe the sizes and kinds of pipes and related Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with Questar Gas's rules and regulations.

10. **Indemnification**. Questar Gas shall indemnify, defend, and hold the City, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions, and proceedings arising from the exercise by Questar Gas of its rights under this Franchise, including its operations within City limits, and Questar Gas shall pay the reasonable cost of defense plus the City's reasonable attorney fees. Notwithstanding any provision to the contrary, Questar Gas shall not be obligated to indemnify, defend or hold the City harmless to the extent that any underlying claim, demand, lien, liability, damage, action, and proceeding arises out of or in connection with any act or omission of the City or any of its agents, officers or employees.

11. **Assignment**. Questar Gas may assign or transfer its rights and obligations under the Franchise to any parent, affiliate, or subsidiary of Questar Gas, to any entity having fifty percent (50%) or more direct or indirect common ownership with Questar Gas, or to any successor-in-interest or transferee of Questar Gas having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within the City limits. Otherwise, Questar Gas shall not transfer, assign, or delegate any of its rights or obligations under the Franchise to another entity without the City's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Inclusion of the Franchise as an asset of Questar Gas subject to the liens and mortgages of Questar Gas shall not constitute a transfer or assignment requiring the City's prior written consent.

12. **Insurance.** The Company shall responsibly self-insure or maintain insurance to cover its obligations and liabilities as set forth in Section 10, in lieu of any insurance as may be required in any City ordinances.

13. **Bonding.** If City ordinance requires Questar Gas to post a surety bond, that section of the ordinance is expressly waived.

14. **Effect of Invalidity**. If any portion of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

15. **Amendment.** This ordinance shall not be altered or amended without the prior written consent of Questar Gas.

16. **Effective Date**. This ordinance shall become effective upon the date of acceptance by Questar Gas as established above.

PASSED AND APPROVED this **22nd** day of **March, 2016**, by the following vote:

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

Vaun D. Ryan

Vaun Ryan, Mayor

ATTEST:

Carolyn Wilcken

Carolyn Wilcken, Recorder

QUESTAR GAS COMPANY

By: C. C. Wagstaff

Craig C. Wagstaff
President

CITY ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF DUCHESNE)

On the 24th day of March, 2016, personally appeared before me Vaun D. Ryan, who being duly sworn, did say that he is the Mayor of Roosevelt City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

Notary Public
RYAN L SNOW
Commission #680842
My Commission Expires
January 27, 2019
State of Utah

Notary Public

My Commission Expires:

1/27/2019

Residing at:

Roosevelt, UT

QUESTAR GAS ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 30th day of March, 2016, personally appeared before me Craig C. Wagstaff, who being by me duly sworn did say that he is President of **QUESTAR GAS COMPANY,** a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and he acknowledged to me that said corporation executed the same.

LEORA N. PRICE
Notary Public State of Utah
My Commission Expires on:
August 19, 2018
Comm. Number: 677685

Notary Public Leora N. Price

My Commission Expires:

8-19-18

Residing at:

Salt Lake County

ACCEPTANCE OF FRANCHISE

This is to certify that Questar Gas Company accepts the franchise for the construction, operation and maintenance of a gas distribution system granted by the Council of the City of Roosevelt, County of Duchesne and State of Utah, as evidenced by Ordinance No. 2016-404 adopted by the Mayor and Council on March 22, 2016. Questar Gas accepts the franchise as approved and agrees that it will be bound by and observe and carry out the terms and conditions of the franchise. This Acceptance of Franchise is signed on behalf of the corporation and by authority of a resolution of its Board of Directors.

Dated at Salt Lake City, Utah, this 30th day of March, 2016.

QUESTAR GAS COMPANY

Craig C. Wagstaff
President

THIS WARNING BAR MUST HAVE A GRAY BACKGROUND WHICH FADES TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. ADDITIONAL SECURITY FEATURES ARE LISTED ON THE BACK.

JB - 988784

QUESTAR CORPORATION
GQC LEGAL DEPARTMENT
P.O. BOX 45433
SALT LAKE CITY, UT 84145-0433

001516

DATE 3-30-16

31-1/1240

PAY TO THE ORDER OF City of Roosevelt $ 50.00

Fifty only DOLLARS

WELLS FARGO BANK, N.A.

MEMO Franchise Agreement w/ Questar Gas

⑈001516⑈ ⑆124000012⑆ 0600022222⑈

ORDINANCE 2016-403

AIRPORT

AN ORDINANCE SETTING FORTH POLICIES, RULES, AND REGULATIONS RELATING TO THE OPERATION OF THE ROOSEVELT MUNICIPAL AIRPORT

WHEREAS, the City of Roosevelt, Utah owns and operates a municipal airport; and,

WHEREAS, the City of Roosevelt desires to establish policies concerning the operation of the Roosevelt Municipal Airport.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Roosevelt, Utah that:

SECTION I. The Roosevelt Municipal Airport shall be governed by the policies, rules and regulations set forth below and as adopted from time to time by the elected governing body of the City.

1. Airport Use: The Roosevelt Municipal Airport is a publicly owned airport and is open to all persons desiring to use the Airport and its facilities within the policies, rules, and regulations governing such use.

2. City Manager: Under the direction of the elected officials, the City Manager shall have the overall responsibility to see that the airport is operated consistent with this ordinance and policies enacted by the City Council. The City Manager shall assign, as necessary, other City employees to perform certain duties necessary to operate and maintain the Airport. The City Manager shall present a formal report to the City Council semiannually, in a regularly scheduled council meeting. The City Manager, may also make formal presentations to the council as he/she deem necessary in interim months.

3. Fees: Fees for services at the Airport including but not limited to hangar rent, ties down rent, and private hangar ground leases, shall be set by the council in a regularly scheduled council meeting annually. Fuel costs and other services shall be set under the direction of the City Manager.

4. Aircraft Fuel: City shall provide FAA approved fuel for purchase at the airport fueling station.

SECTION II. Penalty Clause: Failure to pay any fees for services, or violations of the rules, policies, or regulations shall be considered a misdemeanor and as such, subject to prosecution to the full extent of the law.

SECTION III. If any portion of this ordinance is found improper by a court of law, the balance of the ordinance shall remain in effect.

SECTION IV. This ordinance shall become effective upon first publication.

PASSED AND APPROVED this **22nd** day of **March, 2016**, by the following vote:

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

Vaun Ryan, Mayor

ATTEST:

Carolyn Wilcken, Recorder

ORDINANCE NO. 2016-402

AN ORDINANCE AMENDING THE ROOSEVELT CITY GOLF COURSE ORDINANCE

WHEREAS, Roosevelt City owns and operates a city golf course; and,

WHEREAS, rules and regulations promote efficient use and management of city owned property; and,

WHEREAS, notice of and consistent application of rules and regulations promotes the general health safety and welfare of Roosevelt City residents and visitors;

BE IT THEREFORE RESOLVED that, effective retroactively to January 1, 2016, Chapter 12.20 of the Roosevelt City Ordinances shall be updated and amended as follows:

Chapter 12.20

GOLF COURSE

SECTIONS:

12.20.010 Regulations

12.20.020 Golf Season

12.20.030 Golf Professional

12.20.040 Fees

12.20.060 Course Rules

12.20.070 Tournament Rules

12.20.080 Golf Carts

12.20.090 Alcoholic Beverages

12.20.100 Driving Range

12.20.110 Spectators and Children – Age Limitations

12.20.120 Non-Golf Uses

12.20.130 Violation – Penalty

12.20.140 Enforcement

12.20.010 Regulations

The Roosevelt Municipal Golf Course shall be governed by the policies, rules, and regulations set forth below. Any use not expressly allowed herein or otherwise expressly approved by the Roosevelt City Council is prohibited.

12.20.020 Golf Season

The "golf season" is considered any day from January 1st to December 31st, weather permitting, of each calendar year.

A. The golf course and pro shop shall be open from seven-thirty a.m. to sundown or as decided by the city manager.

B. The course is open for play with weather permitting during the winter months with the restrictions of no steel spikes or sod hogs or other shoes that damage the turf.

C. The course is open to Cross Country skiing, pursuant to section 12.20.120 herein, when snow conditions are such that damage to the course will be minimized as determined by the city manager.

D. The city manager and/or greens superintendent, or designated employee(s) have the discretion to close the course to any and all uses during the winter if they deem it necessary to protect the physical condition of the course.

12.20.030 Golf Professional

The golf professional is the authority for the general management and operation of the golf course has technical and general supervision responsibilities over the greens superintendent, or similar position. The city of Roosevelt shall employ course personnel, and shall provide the operating budget for the maintenance and upkeep of the course.

12.20.040 Fees

Fees will be set by resolution of the city council of Roosevelt and may be amended as the council sees fit. Fee amendments will be effective immediately upon passage of a resolution by the city council or upon the date specified in said resolution. No amendment to fees will be applied retroactively and all passes or permits sold before amendments are made shall be honored subject to all other applicable rules. The policy for yearly family and couple passes is as hereinafter set forth.

POLICY

A family pass can only be used by members of one's immediate family, consisting of legally married parents as determined by the state of Utah and actual or legally adopted offspring, all residing in the same domicile. If any of the offspring are married or become married, regardless of where they live, they become ineligible to use the season pass at that time. Offspring that are attending school are considered eligible so long as they are not married and reside in the domicile with parents when they are not attending school. Violation of this policy is grounds for revocation of the season pass without refund.

A couple's pass can only be used by legally married couples residing together as husband and wife as determined by the state of Utah.

CROSS COUNTRY SKIING

A permit is required to cross country ski. Purchase of a golf pass does not include any non-golf use of the course. Permits will be sold at the city offices and not at the golf clubhouse.

12.20.060 Course Rules

Open play rules and regulations shall be as follows:

A. Register in the pro shop before starting play; season pass holders included. All players will be assigned a starting point when registering which may be at any hole pursuant to the professional or greens superintendent's discretion.

B. Practice on the driving range or the practice area, not on the golf course.

C. Replace divots in the fairways and on the tee blocks and repair ball marks on the greens.

D. Shirts and shoes are required at all times while on the course (Men's shirts must have sleeves). No shoes or boots which are likely to cause damage to the course are allowed including but not limited to work boots and cowboy boots. Golf shoes, tennis shoes, or street shoes that do no damage to the course are acceptable.

E. Each player must have a set of clubs.

F. Replace all divots.

G. Rake sand traps after playing out of them.

H. Allow faster groups to play through.

I. Groups of more than four must have permission from the professional.

J. No range ball is allowed on the golf course. Violators may be removed from the course and may be subject to suspension or banishment from the course for repeated violations. Any loss of playing privilege shall not entitle any player to a refund of fees.

K. No outside food or beverages are allowed on the golf course.

L. No littering.

M. No violation of any Utah State Criminal Statute.

N. Rain checks will be given for rain, snow or lightning at the discretion of the pro or their designated assistant.

O. Non-golf uses are allowed only pursuant to section 12.20.120 and only on designated routes within the course.

12.20.070 Tournament Rules

Tournaments shall be governed by the following:

A. All tournaments must be approved by the professional. The professional's approval may be conditioned upon modification to open

B. All open-play rules shall apply subject to the provisions herein.

C. ~~The professional shall have discretion to modify open-play rules and/or set additional rules~~ on a tournament by tournament basis as needed for safety, protection of city and/or public property and to promote participants enjoyment of the tournament.

D. The professional shall have discretion to condition approval of a tournament on the organizers agreement that participants will agree to and abide by rules in addition those stated herein (within Chapter 12.20). The professional shall notify the organizer of any additional rules at the time approval is given or as soon as reasonably practical thereafter when an unforeseen condition creates the need for an additional rule.

E. All open-play rules shall apply in addition to possible tournament rules tournament rules.

F. Green fees are required at all tournaments unless waived by the city council. Unless the city council makes future exception, the green fees shall be waived for the following tournaments:

   a. High school boys region tournament in the fall of each year;

   b. High school girls region tournament in the spring of each year;

G. Tournaments must be scheduled through the golf professional.

H. Any members of the high school golf team must purchase a junior pass, unless he/she is a member of the twelve (12) person team, in which case they golf free of charge during the regular high school season.

12.20.080 Golf Carts

Rental carts are available through the golf professional. Private carts shall be allowed on the golf course premises only with the permission of the golf professional and after payment of an annual fee, the amount of which will be set by resolution of the city council, payable at the golf course, and displaying the proper sticker.

Private carts may be used at no expense and without the requisite sticker during scheduled tournaments when all the course's carts are rented provided that permission is granted by the golf professional.

Cart operators and passengers must obey the following rules:

A. Careless and reckless use of carts is prohibited.

B. Use cart paths where available.

C. Do not take golf carts owned by or under City or golf course control off the golf course.

D. Stay a minimum of thirty (30) feet from the greens and tee boxes.

E. Do not drive over tees.

F. Drive around and outside of all golf cart signs.

G. Apply brakes evenly and smoothly so turf will not be damaged.

H. Stay out of bunkers, hazards, bumpy and rough areas including but not limited to deep grass, desert or rocky areas and wet or soft areas.

I. Only golfers with a valid driver's license are permitted to drive golf carts on the course.

J. All spectators, including children, must stay in the golf cart.

K. Authorization from the professional is required for more than two players to ride in the same cart.

L. Private cart owners are responsible and liable for their cart or carts at all times, regardless of who is operating them. Responsibility and/or liability includes injury to persons and damage to real property and personal property. Roosevelt golf course is not responsible for any accidents, loss and/or damages.

M. Private carts will be on the course only when signed in and playing golf or when assisting the golf professional in some other way with the professionals express consent or at the professionals request.

12.20.090 Alcoholic Beverages

Only 3.2 percent beer is permitted on the golf course. No other alcoholic beverage of any kind shall be allowed on the golf course.

12.20.100 Driving Range

Driving range rules and regulations are as follows:

A. All range users shall stay within the boundaries as posted by the golf course superintendent and are responsible for any injury and/or personal and/or real property damage caused by not staying within the designated area.

B. Intentionally hitting balls to an area outside the driving range area is cause for removal from the golf course.

C. Range balls are the property of the golf professional. Using range balls in areas not authorized by the golf professional is strictly forbidden.

12.20.110 Spectators and Children – Age Limitations

A. No children under the age of four (4) years old shall be permitted on the golf course when the course is open for play.

B. Children four (4) years to seven (7) years may be permitted on the city golf course under the following conditions:

   a. Must be accompanied by an adult.

   b. Must have the approval of the professional.

   c. Must be in an electric or gas cart with canopy.

C. Children ages seven (7) to eleven (11) must be accompanied by an adult to play or caddy.

D. Children twelve (12) years and older may play if unaccompanied.

E. An adult golfer is eighteen (18) years of age or older.

F. All spectators and non-golfers must have permission from the professional before entering the course for any reason. Failure to obtain permission prior to entering any part of the course is considered trespass and may be prosecuted as such. The professional or greens superintendent or their designee has authority to expel any spectator or player from the course for failure to obey rules or directives or for disrupting play in any way. Failure to comply with a directive from the professional or greens superintendent or their designee is grounds for expulsion from the course and criminal prosecution.

12.20.120 Non-Golf Uses

CROSS COUNTRY SKIING

Winter conditions permitting, as determined by the city manager, portions of the course will be open to cross country skiing to those who purchase a valid permit from the city office. A map will be provided at the time permits are purchased. Only the route specifically designated as "Open" to cross country skiing shall be lawfully used. All other areas of the course remain closed to minimize damage to the course. Cross country skiing on any portion of the course other than the designated route shall be considered a violation of this ordinance and is subject to sections 12.20.130 and 12.20.140 herein.

CROSS COUNTRY TRACK EVENT

Use of the course shall be allowed for one event per year to host a high school cross country track event. The professional shall accommodate this use by closing the course or portions of the course as necessary for the safety of the runners. The professional shall not be responsible for any other portion of this event.

12.20.130 Violation – Penalty

Failure to pay the fees set forth in Section 12.20.040, or violations of the rules and regulations set forth in Sections 12.20.060, 12.20.080, 12.20.090 and 12.20.100 shall be a class B misdemeanor and as such,

subject to prosecution to the full extent of the law. Misdemeanor citations shall be issued by the Roosevelt City Police Department. The professional, greens superintendent and any course marshal shall have the discretion to enforce any and all rules of chapter 12 herein as specified in Section 12.20.140 either in addition to or in place of any action taken by the Roosevelt Police department.

12.20.140 Enforcement

The professional, greens superintendent and all course marshals are authorized to determine when a rule infraction has occurred and to take appropriate action to correct the infraction, including the issuance of a warning, violation notice or removal from the course for the remainder of that day, remainder of that week, or one calendar month. Should the authorized person feel additional action may be necessary; they shall immediately make recommendation to city manager for further investigation. When taking action the course official shall take into consideration the seriousness of the violation, the number of violations on that day, the number of past violations and the harm caused by the violation. Action under this section may be in place of or in addition to referral of the matter to the Roosevelt Police Department for enforcement of criminal penalties.

Any person subject to a warning, violation notice or removal for any period of time under this section may appeal the decision of the professional, greens superintendent or any course marshal to the Roosevelt City Manager.. All appeals must be filed, in writing, within 30 days of the action taken against the individual. Appeals shall be considered filed when delivered to the Roosevelt City Office on a day it is open for business and during regular business hours. The 30 day time limitation shall extend to the close of business on the first business day, for which the city offices are open for business, after the 30th day following the violation.

Any person whose appeal has been heard by the City Manager may appeal the decision to the Roosevelt City Council. All appeals must be filed, in writing, within 30 days of the decision. Appeals shall be considered filed when delivered to the Roosevelt City Office on a day it is open for business and during regular business hours. The 30 day time limitation shall extend to the close of business on the first business day, for which the city offices are open for business, after the 30th day following the violation. The city manager shall ensure that the appealing party is notified of the date of the next regularly scheduled City Council meeting within ten (10) days of receiving the written appeal. The appealing party may be present to address the City Council at their regularly scheduled meeting if they so choose. The City Council will consider the matter, regardless of whether the appealing party chooses to be present, at its first regularly scheduled meeting following the date the appealing party is notified of the meeting date. The Council shall take into consideration the written appeal, any information provided in person by the appealing party and any information provided by the course official who took action against the appealing party. The City Council may either affirm or suspend the action taken against the appealing party.

NOW THEREFORE, BE IT FURTHER ORDAINED, that this ordinance shall take effect upon publication as required by law.

PASSED AND APPROVED this **22nd** day of **March, 2016**, by the following vote:

Aaron Weight	AYE
Albert Foster	AYE
Troy Rohrer	ABSTAINED
Dustin White	AYE
Joe Burdick	AYE

ROOSEVELT CITY

Vaun D. Ryan

Vaun D. Ryan, Mayor

ATTEST:

Carolyn Wilcken

Carolyn Wilcken, Recorder