



City of Naples

Naples City Council Meeting Agenda
September 26, 2024 - 7:30 p.m.
1420 East 2850 South
Naples, UT 84078

Opening Ceremonies

1. Approval of Agenda
2. Approval of Minutes - September 12, 2024 Regular Council Meeting
3. Any Follow Up Matters from September 12, 2024
4. Approval of Bills
5. Update on TPA Grant - Master Street Plan Link
<https://experience.arcgis.com/experience/7a7df026bdec4d199bb69109c1219368/page/Home/>
6. Updated Budget Information on School Resource Officer
7. Consideration to Approve Expenditure to Paint Dinosaur
8. Approve Amended Interlocal Agreement for Storm Water Preservation and Enhancement, Road Crossing and Road Safety Funding - Resolution 24-359
9. Closed Session to Discuss the Purchase, Exchange, or Lease of Real Property
10. Other Matters/Future Council Matters
Set Public Hearing Date for Master Street Plan - November 14, 2024
11. Motion to Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Naples City offices at 789-9090, 1420 East 2850 South, Naples, UT 84078 at least 48 hours in advance of the meeting. Meetings are held at 1420 East 2850 South, Naples, UT.

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda was posted at the Naples City Office, on the City's website <https://naplescityut.gov/> and on the State Public Meeting Notice website <https://utah.gov/pmn> Nikki W. Kay

Naples City Council September 12, 2024 Minutes

The regularly scheduled meeting of the Naples City Council was held September 12, 2024, 7:30 p.m., at the Naples City Office, 1420 East 2850 South, Naples, Uintah County, Utah.

DATE, TIME & PLACE OF MEETING

Council members attending were Dean Baker, Robert Hall, Dan Olsen, Ross Morton, Andrew Bentley and Kenneth Reynolds.

COUNCIL MEMBERS ATTENDING

Others attending were Lincoln Woodward, Harley Parks, Amara McNeill, Brittany Schlosser, Brooks Jones, Willis LeFevre, Nathan Simper, Szeth Simmons, Ryan Cook, Micheal Davis, and Nikki Kay.

OTHERS ATTENDING

Mayor Baker welcomed everyone and called the meeting to order. He began the meeting with the pledge of allegiance and Ross Morton offered the invocation.

OPENING CEREMONY

Mayor Baker presented the agenda for approval. Robert Hall **moved** to approve the agenda. Kenneth Reynolds **seconded** the motion. The motion passed with all in attendance voting aye.

APPROVAL OF THE AGENDA

The minutes of the regular city council meeting of August 22, 2024 were presented for approval. Dan Olsen **moved** to approve the minutes of August 22, 2024. Ross Morton **seconded** the motion. The motion passed with all voting aye.

MINUTES APPROVED

Mayor Baker asked if anyone had anything they wanted to follow up on from the previous meeting. Nothing was brought forward.

FOLLOWUP ITEMS FROM PREVIOUS MEETING

The bills presented to the Council were in the amount of \$60,238.67. Dan Olsen **moved** to approve the bills in the amount of \$60,238.67. Kenneth Reynolds **seconded** the motion. The motion passed with the following roll call vote:

APPROVAL OF THE BILLS

Robert Hall	Aye
Dan Olsen	Aye
Ross Morton	Aye

DRAFT

Kenneth Reynolds Aye
Andrew Bentley Aye

Brittany Schlosser, President of the Naples PTA, came before Council with a request that she forgot from the last meeting. Ms. Schlosser said they are going to have a Fall Festival on the first of October and invited them to come and experience what they are doing at Naples School. Ms. Schlosser said they were able to create their yearly budget and they will be voting on that at their next meeting. She brought a copy of the budget to share and pointed out the different categories. Ms. Schlosser said they have avenues they are looking at to raise funds but was asking if the Council could consider donating \$1,000 to the Naples PTA. She stated the Council could be specific about which category they wanted funds to go into if they would like. Councilman Hall said the City has funds already set aside in the budget for the PTA and it is a set amount because they have other groups that come and ask for sponsorship. Councilman Hall said the amount is \$400. Councilman Bentley asked how much was in miscellaneous. Micheal said they have \$1,600 budgeted. Councilman Bentley said he would support making a motion to approve up to a thousand. Councilman Morton said he would rather split the difference at \$700 because it is early in the year and there might be other requests. Councilman Bentley felt like anyone else asking for sponsorship from here on out might be making a profit on what they are doing where this request would be strictly to support the students. Councilman Reynolds said that's true but felt \$700 would be fair and he **moved** to approve \$700. Robert Hall **seconded** the motion. The motion passed with the following roll call vote:

Andrew Bentley Aye
Kenneth Reynolds Aye
Ross Morton Aye
Dan Olsen Aye
Robert Hall Aye

Ms. Schlosser said she really appreciates it and will be back in a few months with a report on how they are using the funds.

A business license application from **The Valley Early Bird Shack** was given to Council for their approval. The business is located at 1408 W Hwy 40. The business was

***REQUEST FROM NAPLES
PTA***

***BUSINESS LICENSE
APPROVAL***

DRAFT

recommended for approval by Dale Peterson, and it has been inspected by the Fire Marshall. Robert Hall **moved** to approve the business license contingent upon receiving the sales tax number. Kenneth Reynolds **seconded** the motion. The motion passed with all voting aye.

Council members received a copy of Resolution 24-358, a resolution authorizing the issuance of sales tax revenue bonds. The resolution was to cover the increase in the amount requested from the CIB for the 2500 South canal project. The resolution also calls for a public hearing to be held October 10, 2024 to receive input with respect to the issuance of the bonds and any potential impact to the private sector from construction of the project. Councilman Olsen had Micheal explain the project and the loan request to the students in attendance. He explained the loan request and the process for asking money from the CIB for the 2500 South canal piping project. Councilman Hall asked if the residents on 2500 South have been or will be notified of the construction. Micheal said BHI should do that but he'll call and make sure. Robert Hall **moved** to adopt resolution 24-358 and to set a public hearing for October 10, 2024. Dan Olsen **seconded** the motion. The motion passed with the following roll call vote:

Robert Hall	Aye
Dan Olsen	Aye
Ross Morton	Aye
Kenneth Reynolds	Aye
Andrew Bentley	Aye

Szeth Simmons reported he requested bids to replace some of the asphalt in the city office parking lot. He stated the asphalt on the west side of the office is failing. Szeth stated he only received one bid and it was from Hacking Paving in the amount of \$19,485. Szeth was asking for approval to have the parking lot repaired. Councilman Olsen asked if he had the money in his budget. Szeth said he did. Dan Olsen **moved** to accept the bid in the amount of \$19,485 and proceed with the project. Ross Morton **seconded** the motion. The motion passed with all in attendance voting aye with a roll call vote:

Andrew Bentley	Aye
Kenneth Reynolds	Aye
Ross Morton	Aye
Dan Olsen	Aye

***CONSIDERATION FOR
AND ADOPTION OF A
PARAMETER
RESOLUTION NO. 24-358***

***CONSIDERATION TO
APPROVE EXPENDITURE
FOR ASPHALT
REPLACEMENT AT CITY
OFFICE***

DRAFT

Robert Hall

Aye

Ryan Cook presented two bids to the Council for the purchase of road salt. Ryan said he is trying to get ready for winter and asked companies to bid on hauling road salt to the City. Ryan stated that Searle Trucking came in with a lower bid per ton to haul the salt. Kenneth Reynolds **moved** to approve the bid from Searle Trucking. Ross Morton **seconded** the motion. The motion passed with the following roll call vote:

Robert Hall	Aye
Dan Olsen	Aye
Ross Morton	Aye
Kenneth Reynolds	Aye
Andrew Bentley	Aye

Ryan Cook asked for Council to consider expending funds to purchase a Mastic Melter machine. He stated the machine is made for filling cracks over two inches wide. He said it is more durable than crack seal and the machine fills and levels the material at the same time. Councilman Morton asked if this would be something they will be sharing? Ryan said he has been talking with Clint at Vernal City and they discussed how expensive it is to rent one and it would be too expensive to buy a new one, but maybe they could combine resources and buy a used one together. Ryan said Vernal was good with it if they could get an agreement put together. Ryan said Mr. Harrington didn't want to draw up the agreement, as he works for both entities. Ryan said they went online and found an agreement and Mr. Harrington said it should work. Ryan had the price of three machines they have been looking at and the costs were between \$54,000 and \$77,000 for a used machine. Ryan stated he felt comfortable entering into an agreement with Vernal. Councilman Hall asked about the repair costs and Councilman Bentley asked about the custody part. Ryan felt those were all things that could be worked out with the agreement and asked if they would approve up to \$40,000 for the purchase of the machine and he would bring the agreement back to them. Kenneth Reynolds **moved** to approve up to \$40,000 for the applicator. Robert Hall **seconded** the motion. The motion passed with the following roll call vote:

Andrew Bentley	Aye
Kenneth Reynolds	Aye

***APPROVE ROAD SALT
EXPENDITURE***

***CONSIDERATION TO
APPROVE SHARED
EXPENDITURE FOR
MASTIC MELTER
APPLICATOR***



Ross Morton	Aye
Dan Olsen	Aye
Robert Hall	Aye

Chief Simper told the Council they have WatchGuard cameras they just pulled out of their vehicles and Uintah County is interested in purchasing those five cameras. Chief Simper asked for approval to surplus the cameras and to sell them to Uintah County. Dan Olsen **moved** to approve the surplus of the in-car Watch-Guard cameras. Kenneth Reynolds **seconded** the motion. The motion passed with all voting aye.

***APPROVE THE SURPLUS
OF POLICE DEPARTMENT
PROPERTY***

Chief Simper came before the Council to discuss HB 84. He stated the bill focuses on school safety and the need for each school to conduct a safety needs assessment and determine what kind of armed school safety personnel they are going to have for the school. Chief Simper stated the options are to have a guardian in the school who would be part of the staff, hire a security entity to come in, or to use a school resource officer (SRO). Chief Simper stated the School District has approved more money for an SRO and they are trying to see if they can get additional money that would help cover the cost of what it would take to hire an additional officer with salary and benefits. Chief Simper said the guardian program has been selected by other schools and they have failed. He also said that teachers do not want that responsibility. Chief Simper told the Council that they did not have to make a decision right now but he wanted them to be aware of what was coming. It was discussed that the City's current department is six men and they would need to dedicate one person for 50% of the time to the school. Chief Simper stated if they hire an additional officer the City would be responsible for the other half of the salary for the officer. Councilman Hall said he was not sure he was comfortable with the other two options but wondered if there were enough applicants out there to fill the position of another officer. Chief Simper reported he did have three viable applicants that he would have considered hiring with the last round of interviews they had. Councilman Hall said he would like to see the City be able to come up with another officer. Councilman Bentley asked if the School District is hoping to be able to take on the full cost of the SRO and if they have a time frame. Chief Simper said they are looking at two years. Councilman Hall asked if \$60,000 for a new officer is an option for the City right now. Micheal said revenues have been up slightly but they did take a dip

***DISCUSSION ON SCHOOL
RESOURCE OFFICER***

DRAFT

last month. Councilman Hall asked if Micheal would be willing to look at the budget and see if they could make it work. No action was taken.

Micheal wanted to update the Council on the park trail and the parking lots. He said they have started the process for the project but only for the right- of- ways. Micheal said they are working on buying one piece of property and then looking at three other pieces on the 2000 East gulch. He said when UDOT works on obtaining pieces of property they hire an appraiser and then a reviewer to review the appraisal. Micheal said the cost for just the appraiser and the reviewer is crazy. He said they also had to have an environmental review because it is in the gulch. Micheal said the project is supposed to begin at the park on the Hwy side and go along the back of the park to 2000 East. He said they were supposed to widen part of the road on 2000 East down to 1700 South. He said if they did that they will be losing a little bit on their project. Micheal said he would like to see them go just to 2000 East and pave the two parking lots. He said even if they stop at 2000 East and don't go out onto the road, there is still the upcoming 2000 East road project that they can use to still widen the shoulders for the bike trail. Councilman Reynolds asked if they were making a parking lot without an access to it. Micheal said, no, they are making the access to 2000 East. Councilman Reynolds wanted to know what Micheal was asking of them. He stated he just wants to make sure they were okay with doing the paved parking lots on both ends, making the trail a little nicer, and stopping at 2000 East. Micheal said the road widening will happen with the grant for 2000 East. Councilman Hall asked about the engineering for the hill on 2000 East. Micheal said they don't have an engineer for that phase of the project yet. Councilman Hall said he was under the impression that Troy was going to do that and come back with his thoughts. Micheal said he hasn't asked him about it but he could call him. No action was taken.

Council members received a copy of the financial statement for review. Micheal stated there are no revenues showing because the year has not been closed out. There were no questions from the Council.

Micheal wanted the Council to know they will be striping some of the roads in the City and the 1500 South project is starting. He also reported the Mayor's Walk is scheduled for October 26th and Gwen could use two people to come and

DISCUSSION ON PARK TRAIL PARKING LOTS

FINANCIAL UPDATE

OTHER MATTERS OR FUTURE COUNCIL MATTERS

DRAFT

help pass out the candy. Councilman Morton and Councilman Bentley both stated they would try and help.

With no other business before the Council, Kenneth Reynolds **moved** to adjourn the meeting at 8:45. Robert Hall **seconded** the motion. The meeting was adjourned by all voting in favor of the motion.

MOTION TO ADJOURN

APPROVED BY COUNCIL ON THE 26th DAY OF SEPTEMBER 2024

BY: _____

ATTEST: _____



Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-22500 HEALTH INSURANCE	740	Public Employees Health Prog	Health & Dental Insurance	0124102606	09/20/2024	17,791.61
Total :						17,791.61
10-42-311 PUBLIC DEFENDER	843	Sam, Reynolds & Van Oostendorp	Court appointed counsel	11025	09/05/2024	350.00
Total JUSTICE COURT:						350.00
10-45-612 BUSINESS LICENSE	565	Mansfield Printing, Inc.	Business license forms	84053	08/31/2024	110.00
Total RECORDER:						110.00
10-50-250 C. HALL BLDG EQUIP	448	Intermountain Farmers Assoc.	Bug sprayers	1021482699	09/10/2024	46.98
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3557	09/11/2024	225.00
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3559	09/17/2024	225.00
10-50-271 UTILITIES - CITY HAL	1099	Rocky Mountain Power	Monthly Electric Service 6108154	1546-0015-082	09/19/2024	1,613.63
10-50-271 UTILITIES - CITY HAL	1099	Rocky Mountain Power	Monthly Electric Service 6115959	9596-0924	09/19/2024	490.29
10-50-271 UTILITIES - CITY HAL	1168	West End Cleaners, Inc.	Traffic rug for offices	56782	09/01/2024	69.30
Total GENERAL GOVERNMENT BUILDINGS:						2,670.20
10-52-215 BOOKS, SUBSCRIPTI	1210	Zion's First National Bank	APA Membership & Training	3477151	09/10/2024	297.17
10-52-247 MAP REVIEW/ENGIN	215	Clark Design	Walker Hollow Preliminary Plat Re	1088	06/11/2024	300.00
10-52-247 MAP REVIEW/ENGIN	215	Clark Design	Walker Hollow Final Plan & Plat R	1113	09/19/2024	200.00
Total PLANNING AND ZONING:						797.17
10-54-271 UTILITIES-POLICE	1099	Rocky Mountain Power	Monthly Electric Service 61118576	8576-0824	09/11/2024	197.87
10-54-283 CENTRAL DISPATCH	1072	Utah Dept of Public Safety	Annual dispatch fee	25C00000035	08/22/2024	35,042.00
Total POLICE DEPARTMENT:						35,239.87
10-59-223 COMMUNITY EVENT	629	Naples Elementary PTA	Naples PTA Donation	629-0924	09/17/2024	700.00
Total COMMUNITY MARKETING:						700.00
10-60-116 SEASONAL LABOR	324	Elwood Staffing Services, Inc.	Seasonal labor Dominic	3332369	09/11/2024	724.71

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-60-116 SEASONAL LABOR	324	Elwood Staffing Services, Inc.	Seasonal labor Dominic	3341184	09/18/2024	1,102.50
10-60-250 EQUIPMENT, MAINT	868	Simper Supply	Saw blade	10166	09/09/2024	84.77
10-60-250 EQUIPMENT, MAINT	958	Main Street Auto	Bobcat battery	261689	09/23/2024	218.56
10-60-251 FUEL & OIL	958	Main Street Auto	Def Fuel/Additive	260060	09/11/2024	65.96
10-60-257 EQUIPMENT RENTAL	677	Outback Rental	Mini X Rental	102180	09/18/2024	211.50
10-60-262 "C" ROAD MAINTENA	852	Scott Murray LP Gas	Propane	967	09/19/2024	26.46
10-60-262 "C" ROAD MAINTENA	900	Standard Plumbing Supply Co	torch kit, street marking intalation	XKD455	09/18/2024	89.99
10-60-266 ROAD SIGNS	838	Safety Supply & Sign Co, Inc.	Local traffice only signs	190959	09/09/2024	405.00
10-60-266 ROAD SIGNS	838	Safety Supply & Sign Co, Inc.	Thermal plastic street markings	Q01901	09/23/2024	3,225.76
10-60-266 ROAD SIGNS	916	Swain's	Lock repair/replacement school lig	33369482	09/09/2024	320.00
10-60-274 TOOLS & SUPPLIES	555	Lowe's Commercial Services	Grinding discs	83666	09/16/2024	82.59
10-60-274 TOOLS & SUPPLIES	1147	Vernal Winnelson Company	Batt 2 pack 6amh	539345-01	09/10/2024	249.00
10-60-275 STRIPING OF STREE	917	Straight Stripe Painting, Inc.	Street striping	24989	09/20/2024	21,667.00
Total STREETS:						28,473.80
10-68-272 REPAIRS - STREET L	223	Codale Electric Supply	2500 S street light wire connector	S008646045.0	09/03/2024	141.38
Total STREET LIGHTS:						141.38
10-70-282 ROADSIDE PARK MA	193	CD Electric	Dino lights installed	3391	09/23/2024	3,550.00
Total BUILDING & GROUNDS:						3,550.00
Grand Totals:						89,824.03

Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Account Number	Account Title	2021 Prior year 4 Actual	2022 Prior year 3 Actual	2023 P.Y. 2 Actual	2024 P.Y. Actual	2025 Current Year Actual	2024-25 Current year Budget
GENERAL FUND							
TAXES							
10-31-100	CURRENT YEAR PROPERTY TAXES	76,047.76	77,850.44	88,276.67	75,547.54	536.97	79,599.00
10-31-120	PERSONAL PROPERTY TAXES	.00	66.84	.00	.00	.00	.00
10-31-200	DELINQUENT PROPERTY TAX	4,181.82	2,064.86	16.96	.00	.00	1,401.00
10-31-210	FEE-IN-LIEU OF PROPERTY TAXES	6,896.59	7,587.52	9,653.52	20,968.82	972.60	7,000.00
10-31-220	PENALTIES/INT ON DELIQ TAXES	237.03	666.32	1,548.10	2,260.42	.00	500.00
10-31-300	SALES AND USE TAXES	1,117,470.79	1,630,255.19	1,937,419.87	2,111,075.38	.00	2,100,000.00
10-31-301	HIGHWAY USE TAXES	456,586.10	692,023.30	850,067.22	935,179.26	.00	850,000.00
10-31-400	FRANCHISE TAXES	172,103.14	184,204.09	240,867.89	237,648.86	15,290.45	175,000.00
10-31-401	TELECOMMUNICATION TAX	17,836.54	16,971.32	16,427.43	17,662.84	.00	15,000.00
10-31-500	TRANSIENT ROOM TAX	10,136.65	23,980.60	31,478.07	46,374.08	.00	30,000.00
Total TAXES:		1,861,496.42	2,635,670.48	3,175,755.73	3,446,717.20	16,800.02	3,258,500.00
LICENSES AND PERMITS							
10-32-100	BUSINESS LICENSES AND PERMITS	15,010.42	18,680.77	15,880.00	18,546.82	234.00	19,000.00
10-32-150	MISC LICENSES & PERMITS	1,000.00	250.00	500.00	4,774.00	.00	500.00
10-32-200	BUILDING PERMIT FEES	44,042.50	56,359.28	27,917.50	45,000.00	23,788.00	25,000.00
10-32-205	BUILDING PERMT BOND FORFEITURE	5,000.00	3,000.00	2,500.00	.00	.00	2,000.00
10-32-210	STATE SHARE 1%	440.43	605.02	279.18	439.85	235.38	500.00
Total LICENSES AND PERMITS:		65,493.35	78,895.07	47,076.68	68,760.67	24,257.38	47,000.00
INTERGOVERNMENTAL REVENUE							
10-33-401	STATE GRANT/JAG GRANT	4,500.00	.00	3,500.00	4,000.00	.00	4,000.00
10-33-421	STATE POLICE DEPARTMENT GRANT	6,796.00	.00	4,504.00	6,965.00	.00	6,000.00
10-33-422	JAG GRANT	.00	.00	.00	517.50	.00	.00
10-33-423	CIB GRANT	22,735.20	.00	.00	.00	.00	.00
10-33-424	SCHOOL RESOURCE OFFICER	20,000.00	20,000.00	20,000.00	20,000.00	.00	20,000.00
10-33-425	SHSP GRANT	.00	13,084.00	9,364.00	13,014.95	.00	.00
10-33-427	UINTH CO EOC LAW ENF GRANT	.00	.00	22,910.00	.00	.00	.00
10-33-428	OFFICER WELLNESS GRANT - DPS	.00	.00	8,000.00	1,578.00	.00	2,000.00
10-33-475	UT LOCAL GOV'T TRUST-SAFETY GR	1,161.00	1,161.00	870.00	1,240.00	.00	1,200.00
10-33-480	UT LOCAL GOV'T TRUST- REBATE	.00	.00	.00	4,569.00	.00	4,000.00
10-33-560	CLASS "C" ROAD FUND ALLOTMENT	142,253.97	151,097.95	160,945.61	167,676.51	.00	165,000.00
10-33-561	RURAL TRANSPORTN INFRASTRUCTRE	.00	.00	.00	114,977.45	.00	.00
10-33-570	LIQUOR TAX DISTRIBUTION	5,334.89	4,202.10	5,534.67	4,240.91	.00	5,000.00
10-33-900	CARES FUND ACT	115,234.00	.00	.00	.00	.00	.00
10-33-901	ARPA FUNDS	.00	123,203.00	123,203.00	.00	.00	.00
Total INTERGOVERNMENTAL REVENUE:		318,015.06	312,748.05	358,831.28	338,779.32	.00	207,200.00
CHARGES FOR SERVICES							
10-34-130	ZONING & SUBDIVISION FEES	1,360.00	1,685.00	1,225.00	1,700.00	360.00	1,500.00
10-34-240	MISCELLANEOUS INSPECTIONS	8,222.00	13,093.00	4,702.00	7,173.00	3,610.00	5,000.00
10-34-740	FINGER PRINTING - POLICE	.00	.00	940.00	1,275.00	250.00	500.00
10-34-770	POLICE REPORT	100.00	608.42	190.00	537.00	35.00	500.00
Total CHARGES FOR SERVICES:		9,682.00	15,386.42	7,057.00	10,685.00	4,255.00	7,500.00
FINES AND FORFEITURES							
10-35-100	COURT FINES	40,839.09	25,548.20	47,136.31	50,764.11	.00	35,000.00

Account Number	Account Title	2021 Prior year 4 Actual	2022 Prior year 3 Actual	2023 P.Y. 2 Actual	2024 P.Y. Actual	2025 Current Year Actual	2024-25 Current year Budget
Total FINES AND FORFEITURES:		40,839.09	25,548.20	47,136.31	50,764.11	.00	35,000.00
MISCELLANEOUS REVENUE							
10-36-200	RENT COLLECTIONS	9,221.56	10,101.21	10,078.34	1,400.00	350.00	10,000.00
10-36-210	ROCKY MTN POWER ENERGY GRANT	.00	.00	.00	2,500.00	.00	2,500.00
10-36-213	VENDOR EVENT INCOME	.00	.00	.00	1,100.00	350.00	500.00
10-36-215	MISCELLANEOUS DONATIONS	13,950.00	8,150.00	16,850.00	11,225.00	.00	5,000.00
10-36-220	POLICE DONATIONS	.00	2,130.00	.00	.00	.00	1,000.00
10-36-240	SCRAP & SURPLUS SALES	200.00	.00	37.50	.00	.00	500.00
10-36-250	INSURANCE PROCEEDS	.00	.00	1,195.00	.00	.00	500.00
10-36-300	FIRE DEPT FUNDS	31,385.58	.00	.00	.00	.00	.00
Total MISCELLANEOUS REVENUE:		54,757.14	20,381.21	28,160.84	16,225.00	700.00	20,000.00
OTHER REVENUES							
10-38-100	INTEREST EARNINGS	25,804.57	28,551.25	188,747.21	575,599.25	103,527.12	34,140.00
10-38-125	RETURN CHECK FEE	.00	.00	8.00	.00	.00	.00
10-38-150	SELF HELP HOUSING REPAYMENT	.00	57,000.00	.00	.00	.00	.00
10-38-400	SALE OF FIXED ASSETS	30,000.00	.00	3,591.25	11,000.00	.00	.00
10-38-500	CAPITAL LEASE PROCEEDS	310,450.04	.00	.00	12,000.00	.00	.00
10-38-900	SUNDRY REVENUES	21,085.33	7,502.22	14,973.34	897.14	37.00	5,000.00
Total OTHER REVENUES:		387,339.94	93,053.47	207,319.80	599,496.39	103,564.12	39,140.00
LEGISLATIVE							
10-41-000	LEGISLATIVE	60,778.62	61,929.98	60,733.94	61,250.10	15,147.98	66,500.00
Total LEGISLATIVE:		60,778.62	61,929.98	60,733.94	61,250.10	15,147.98	66,500.00
JUSTICE COURT							
10-42-000	JUSTICE COURT	2,370.00	486.43	130.00	570.00	330.00	3,200.00
Total JUSTICE COURT:		2,370.00	486.43	130.00	570.00	330.00	3,200.00
CITY ADMINISTRATOR							
10-43-000	CITY ADMINISTRATOR	225,572.84	205,004.19	242,525.12	245,290.11	59,822.72	280,700.00
Total CITY ADMINISTRATOR:		225,572.84	205,004.19	242,525.12	245,290.11	59,822.72	280,700.00
TREASURER							
10-44-000	TREASURER	15,425.99	20,978.45	21,606.60	23,512.42	5,553.20	23,800.00
Total TREASURER:		15,425.99	20,978.45	21,606.60	23,512.42	5,553.20	23,800.00
RECORDER							
10-45-000	RECORDER	98,165.13	102,163.59	105,089.54	105,573.29	26,292.63	117,950.00
Total RECORDER:		98,165.13	102,163.59	105,089.54	105,573.29	26,292.63	117,950.00
ELECTIONS							
10-46-000	ELECTIONS	68.25	3,513.99	.00	3,209.85	.00	150.00

Account Number	Account Title	2021 Prior year 4 Actual	2022 Prior year 3 Actual	2023 P.Y. 2 Actual	2024 P.Y. Actual	2025 Current Year Actual	2024-25 Current year Budget
Total ELECTIONS:		68.25	3,513.99	.00	3,209.85	.00	150.00
CITY ATTORNEY							
10-47-000	CITY ATTORNEY	92,931.79	92,984.20	58,655.70	49,402.52	.00	85,000.00
Total CITY ATTORNEY:		92,931.79	92,984.20	58,655.70	49,402.52	.00	85,000.00
INDEPENDENT AUDITOR							
10-48-000	INDEPENDENT AUDITOR	11,225.00	12,000.00	12,000.00	12,000.00	.00	14,000.00
Total INDEPENDENT AUDITOR:		11,225.00	12,000.00	12,000.00	12,000.00	.00	14,000.00
LIABILITY INSURANCE							
10-49-000	LIABILITY INSURANCE	37,015.05	29,626.12	44,434.77	47,929.04	44,649.21	51,200.00
Total LIABILITY INSURANCE:		37,015.05	29,626.12	44,434.77	47,929.04	44,649.21	51,200.00
GENERAL GOVERNMENT BUILDINGS							
10-50-000	GENERAL GOVERNMENT BUILDINGS	53,661.84	60,919.23	63,912.11	85,797.94	24,742.10	294,050.00
Total GENERAL GOVERNMENT BUILDINGS:		53,661.84	60,919.23	63,912.11	85,797.94	24,742.10	294,050.00
SUPPLIES/EQUIPMENT							
10-51-000	SUPPLIES/EQUIPMENT	9,156.62	16,107.55	19,387.69	18,811.12	12,164.42	32,800.00
Total SUPPLIES/EQUIPMENT:		9,156.62	16,107.55	19,387.69	18,811.12	12,164.42	32,800.00
PLANNING AND ZONING							
10-52-000	PLANNING AND ZONING	55,531.64	3,900.97	8,238.92	3,917.87	1,873.90	27,600.00
Total PLANNING AND ZONING:		55,531.64	3,900.97	8,238.92	3,917.87	1,873.90	27,600.00
BOARDS & COMMISSIONS							
10-53-000	BOARDS & COMMISSIONS	200.00	100.00	100.00	100.00	.00	100.00
Total BOARDS & COMMISSIONS:		200.00	100.00	100.00	100.00	.00	100.00
POLICE DEPARTMENT							
10-54-000	POLICE DEPARTMENT	889,060.74	866,567.25	819,851.86	990,529.11	288,962.48	1,121,700.00
Total POLICE DEPARTMENT:		889,060.74	866,567.25	819,851.86	990,529.11	288,962.48	1,121,700.00
EMERGENCY PREPARDNESS							
10-55-000	EMERGENCY PREPARDNESS	183,326.78	36,915.49	103,566.47	106,619.95	1,500.00	2,000.00
Total EMERGENCY PREPARDNESS:		183,326.78	36,915.49	103,566.47	106,619.95	1,500.00	2,000.00
DISPATCHING							
10-56-000	DISPATCHING	38,339.00	.00	.00	.00	.00	.00

Account Number	Account Title	2021 Prior year 4 Actual	2022 Prior year 3 Actual	2023 P.Y. 2 Actual	2024 P.Y. Actual	2025 Current Year Actual	2024-25 Current year Budget
Total DISPATCHING:		38,339.00	.00	.00	.00	.00	.00
FIRE PROTECTION							
10-57-000	FIRE PROTECTION	33,020.93	.00	.00	.00	.00	.00
Total FIRE PROTECTION:		33,020.93	.00	.00	.00	.00	.00
BUILDING INSPECTOR							
10-58-000	BUILDING INSPECTOR	52,220.85	53,359.87	50,378.81	93,881.80	12,069.62	58,300.00
Total BUILDING INSPECTOR:		52,220.85	53,359.87	50,378.81	93,881.80	12,069.62	58,300.00
COMMUNITY MARKETING							
10-59-000	COMMUNITY MARKETING	47,424.04	42,033.20	40,975.42	48,827.21	29,612.68	65,100.00
Total COMMUNITY MARKETING:		47,424.04	42,033.20	40,975.42	48,827.21	29,612.68	65,100.00
STREETS							
10-60-000	STREETS	264,878.17	266,547.20	352,234.03	909,610.32	65,518.50	1,153,265.00
Total STREETS:		264,878.17	266,547.20	352,234.03	909,610.32	65,518.50	1,153,265.00
STREET LIGHTS							
10-68-000	STREET LIGHTS	27,971.15	34,132.58	35,676.01	43,492.71	152.36	34,000.00
Total STREET LIGHTS:		27,971.15	34,132.58	35,676.01	43,492.71	152.36	34,000.00
BUILDING & GROUNDS							
10-70-000	BUILDING & GROUNDS	9,886.69	143,877.43	14,531.26	37,477.45	1,898.34	43,900.00
Total BUILDING & GROUNDS:		9,886.69	143,877.43	14,531.26	37,477.45	1,898.34	43,900.00
TRANSFERS							
10-90-000	TRANSFERS	203,695.00	648,183.00	5,979,835.52	1,139,025.00	.00	139,025.00
Total TRANSFERS:		203,695.00	648,183.00	5,979,835.52	1,139,025.00	.00	139,025.00
GENERAL FUND Revenue Total:		2,737,623.00	3,181,682.90	3,871,337.64	4,531,427.69	149,576.52	3,614,340.00
GENERAL FUND Expenditure Total:		2,411,926.12	2,701,330.72	8,033,863.77	4,026,827.81	590,290.14	3,614,340.00
Total GENERAL FUND:		325,696.88	480,352.18	4,162,526.13-	504,599.88	440,713.62-	.00

Account Number	Account Title	2021 Prior year 4 Actual	2022 Prior year 3 Actual	2023 P.Y. 2 Actual	2024 P.Y. Actual	2025 Current Year Actual	2024-25 Current year Budget
DEBT SERVICE FUND							
OTHER REVENUES							
30-38-100	INTEREST INCOME	3,609.82	3,686.05	28,442.48	42,851.93	7,491.70	5,000.00
30-38-500	TRANSFER FROM GENERAL FUND	.00	.00	.00	139,025.00	.00	.00
30-38-501	TRANSFER FROM GF TO RESERVE FD	.00	139,025.00	879,835.52	.00	.00	139,025.00
Total OTHER REVENUES:		3,609.82	142,711.05	908,278.00	181,876.93	7,491.70	144,025.00
EXPENDITURES							
30-40-000	EXPENDITURES	114,000.00	114,000.00	114,000.00	139,260.01	.00	144,025.00
Total EXPENDITURES:		114,000.00	114,000.00	114,000.00	139,260.01	.00	144,025.00
DEBT SERVICE FUND Revenue Total:		3,609.82	142,711.05	908,278.00	181,876.93	7,491.70	144,025.00
DEBT SERVICE FUND Expenditure Total:		114,000.00	114,000.00	114,000.00	139,260.01	.00	144,025.00
Total DEBT SERVICE FUND:		110,390.18	28,711.05	794,278.00	42,616.92	7,491.70	.00



Item No. _____

MEMO TO: *City Council, City Manager*
FROM: *Szeth Simmons B&G Superintendent*

Subject: Repaint Lany the triceratops

Recommendation:

MF Foster Construction

Date:

9/26/24

Fiscal Impact:

6,120

Funding Source: 10-70-282

Background:

Unseen damage from the car crash a few years ago is causing the paint to fail early. This should get Lany looking good again and ready for a long time.

Attachments: bid oping sheet

BID OPENING

Dinosaur repainting 2024

Date: 9-23-24

Name:

Bid \$

Foster Construction

\$6,120.00

Staff:

Szeth Simmons

Micheal Davis

RESOLUTION NO. 24-359

A RESOLUTION OF THE NAPLES CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH VERNAL CITY AND UINTAH COUNTY FOR THE CENTRAL CANAL PROJECT.

WHEREAS, Vernal City, Naples City, and Uintah County have historically utilized the Ashley Central Canal for stormwater management and road protection; and,

WHEREAS, the Ashley Central Irrigation Company has proposed a piping project along the length of the Central Canal, which will limit its ability to manage stormwater; and,

WHEREAS, the Parties, recognizing the need for continued stormwater management and flood control, have determined to cooperate in preserving and enhancing the Central Canal's stormwater functions; and,

WHEREAS, the Parties desire to enter into an Interlocal Agreement pursuant to the Utah Interlocal Cooperation Act (Title 11, Chapter 13, Utah Code Ann.) to formalize their cooperation on this project; and,

WHEREAS, the project will involve funding from multiple sources, including Uintah County, the Utah Department of Transportation (UDOT), the Natural Resources Conservation Service (NRCS), and potentially additional funding through a loan and grant from the Utah Community Impact Board (CIB); and,

WHEREAS, the project includes enclosing the Central Canal in Naples along 2500 S. using a 54-inch diameter pipe to address stormwater needs and improve public safety, among other improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE NAPLES CITY COUNCIL:

- 1. Approval of Interlocal Agreement:** The Naples City Council hereby approves the Interlocal Agreement between Vernal City, Naples City, and Uintah County for the Central Canal Project as attached hereto.
- 2. Authorization for Execution:** The Mayor is hereby authorized and directed to execute the Interlocal Agreement on behalf of Naples City, and the City Recorder is directed to attest to the same.
- 3. Commitment of Resources:** Naples City shall contribute no up-front cash but shall be responsible for monetary contributions that are to be included in a loan through the CIB.

4. **Collaboration:** Naples City agrees to work in coordination with Vernal City and Uintah County on the design, construction, and management of the Central Canal Project, as outlined in the Interlocal Agreement.
5. **Effective Date:** This Resolution shall become effective immediately upon passage.

Mayor Dean A. Baker

ATTEST:

Nikki Kay, City Recorder

(S E A L)

**AMENDED INTERLOCAL COOPERATIVE AGREEMENT FOR STORM
WATER SYSTEM PRESERVATION AND ENHANCEMENT, ROAD
CROSSING AND ROAD SAFETY FUNDING.**

This Amended Interlocal Cooperative Agreement for Storm Water System Preservation and Enhancement, Road Crossing and Road Safety Funding ("Agreement") is made and entered into by and between Naples City ("Naples"), a municipal corporation of the State of Utah; Vernal City ("Vernal"), a municipal corporation of the State of Utah; and Uintah County ("County"), a Utah political subdivision; collectively, the "Parties"; for the purpose of acting cooperatively to obtain funding for and to preserve and enhance storm water collection and management and road protection and public safety.

RECITALS

This Agreement is made and entered into by and between the parties based upon the following recitals, which are incorporated and are integral to this Agreement:

WHEREAS, the parties are authorized by the Utah Interlocal Cooperation Act, as set forth in Title 11, Chapter 13, Utah Code Ann. to enter into agreements with other public agencies on the basis of mutual advantage and to more efficiently provide governmental facilities, services, and improvements to the general public; and

WHEREAS, Naples City, Vernal City, and Uintah County have been using the Ashley Central Canal for storm water collection and diversion for many years, and

WHEREAS, as residential areas within the Ashley Valley have grown, in part to service the extraction industry in Uintah County, more storm water inlets have been introduced along the canal alignment, therefore producing more and additional storm water flow, and

WHEREAS, since its construction early in the settlement of Ashley Valley the Central Canal has been open and capable and has been used to receive storm water runoff and transport it for safe management and disposal; and

WHEREAS, beginning in 2020 and 2021 Ashley Central Irrigation Co. intends to pipe the complete length of the Central Canal which will severely limit its ability to receive storm water; and,

WHEREAS, in 2018, Sunrise Engineering was requested to perform a study to consider alternatives to address the flows resulting from the storm water runoff from roadways and residential subdivisions that have traditionally been using the Ashley

Central Canal for storm water collection, within the boundaries of the three entities involved.

WHEREAS, the study recommended the length of the Central Canal should remain open as a viable channel to continue to collect stormwater runoff and provide effective flood control when compared with other options to address the same storm water flows (i.e. storm drains in roads or existing drainages); and

WHEREAS, Ashley Central Irrigation Co. has agreed and committed to allow the parties hereto to continue to utilize the abandoned Ashley Central Canal for storm water collection and conveyance and to construct the piped canal beside the existing canal channel and to convey to the entities rights to use, improve, and maintain the existing canal as a viable channel for storm water management; and

WHEREAS, there are twenty-two (22) road crossings as the canal passes through the Ashley Valley; and

WHEREAS, the parties hereto own and control road crossings and have a vested interest in preserving and protecting those public roads and assuring that construction of the road crossings meets the appropriate standards; and

WHEREAS, provisions need to be made to maintain a channel that will allow storm water to sufficiently pass through the road crossings after pipelines are installed by Ashley Central Canal; and

WHEREAS, Ashley Central Irrigation Co. and its Engineer, J.U.B., have designed the canal piping project to accommodate the use of the existing channel for storm water purposes; and

WHEREAS, in preparation for changing the open channels use from irrigation to stormwater/flood control, some vegetation removal and reshaping of the channel will be required to facilitate the storm water flows in the abandoned canal; and

WHEREAS, the existing canal runs immediately adjacent to one of Naples City's busiest streets and has been a long-standing safety concern for the City due to multiple accidents and slide-offs into the canal. Enclosing this section of the canal will address that critical public safety concern and will facilitate anticipated future roadway widening projects and prevent any further vehicles accidentally falling into the canal; and

WHEREAS, Naples City is coordinating with Ashley Central Irrigation Co. and J.U.B. Engineering with the piping project to extend the existing storm drain culvert east

of Highway 40 in Naples approximately 3,500 feet towards the East to address the public safety concerns and to allow capacity and structures for future storm water contributions in that area; and

WHEREAS, the enclosure along 2500 S. is anticipated to use a 54-inch diameter pipe to enclose the storm drain channel; and

WHEREAS, Naples City has contracted with J.U.B Engineers, the Engineer for the canal project, to provide cost estimates associated with this project and is thus coordinating how these projects can work together for a cost-effective outcome; and

WHEREAS, Uintah County has obtained funding for the three entities involved, Vernal, Naples, and County from NRCS for the flood channel conversion in the amount of \$561,000.00; and

WHEREAS, additional funding sources for the project are: Utah Department of Transportation \$150,000, Vernal City \$117,000 cash (maximum), Uintah County \$271,800 cash (maximum), and Naples City (no up-front cash contribution but shall be responsible for monetary contributions that are to be included in a loan through the Community Impact Board); and

WHEREAS, by this Agreement the parties agree to provide the specific funding described below towards the project set forth herein and to act in concert and cooperatively and for the best interests of the public health, safety, and welfare to request that the balance of the funding be provided by the Utah Community Impact Board ("CIB") in a loan and grant; and

WHEREAS, the parties have designated Naples City as the lead entity due to the large portion of the project associated with 2500 S. in Naples; and

WHEREAS, the funding for the road crossings shall be requested in the form of a grant and the funding for the 2500 S. project in Naples shall be requested in the form of a zero-interest loan; and

WHEREAS, Naples City will prepare and submit an application to the Community Impact Board for any additional funds needed for the storm water system and road crossings with the support and cooperation of the other two entities; and,

WHEREAS, Naples City as the lead or managing entity shall contract on behalf of the parties with J.U.B Engineering for the design and construction management associated with those purposes outlined in this Agreement and shall arrange for the

engineers to include within the bidding and construction documents for the Central Canal pipe project separate line items for the road crossings on behalf of the entities and for the 2500 S. canal enclosure project for Naples City, and

WHEREAS, it is anticipated that the construction shall be performed by the contractor for the Central Canal project, and shall be constructed concurrently with the canal project in order to undertake the projects in the most cost-effective and efficient manner; and

WHEREAS, Naples shall coordinate through the engineers with the canal company to assure that the bidding and procurement process and final contract documents conform with Utah Law funding requirements and with the policies and ordinances of Naples City and to assure that the road crossings and other construction on behalf of the participating entities conform with the standards of the entities and facilitate the conversion of the existing canal to a multi-jurisdictional storm water and flood water management function; and

WHEREAS, the bonding requirements of State Law shall be provided for on behalf of the entities as part of the construction documents; and

WHEREAS, acquisition and/or assurance of appropriate rights-of-way and easements for the project shall be the responsibility of the entity with jurisdiction of that portion of the project; and

WHEREAS, the entities shall enter into such agreements with the Ashley Central Irrigation Co. as are necessary and appropriate to facilitate the purposes of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, receipt, fairness, and sufficiency of which are hereby acknowledged, the parties intending to be legally bound do hereby mutually agree as follows:

Community Impact Board Application

1. Naples City shall prepare and submit on behalf of the parties hereto an additional application to the Utah Community Impact Board for funding for the Storm Water, Road Crossing and Canal Enclosure Project as set forth herein. The other parties shall provide input, support, information, and staff support as needed and requested in pursuing and preparing the application.

2. The application shall request a grant for additional funding for the road crossings and canal work necessary to convert the Central Canal to a storm water system.
3. The application shall request funding in the amount of \$1 to cover the storm water channel where it runs adjacent to 2500 South St. in Naples to eliminate the public safety hazard created by the open channel. The loan shall be paid by Naples City.
4. The CIB application shall include commitments for funding a portion of the road crossing and storm water system as follows:

Uintah County: TWO HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$271,800, representing the maximum obligation)

Vernal City: ONE HUNDRED SEVENTEEN THOUSAND DOLLARS (\$117,000, representing the maximum obligation)

Naples City: No up-front cash contribution but shall be responsible for monetary contributions that are to be included in a loan through the CIB.

UDOT: ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)

NRCS: SIX HUNDRED FIFTY-ONE THOUSAND DOLLARS (\$651,000)

Interlocal Agreement

5. Each of the parties hereto is a governmental entity within the State of Utah and is authorized to enter into agreements for joint and cooperative action on the basis of mutual advantage and to more efficiently provide governmental facilities, to receive the benefits of economy of scale by cooperative combined action, to provide services and improvements to the general public pursuant to the provisions of Title 11, Chapter 13, Utah Code Ann.
6. It is not the intent or purpose of this agreement to create a new entity but rather to provide for the parties to participate in a joint cooperative undertaking to obtain funding for the storm water and road crossing and covering project and to facilitate the other purposes as set forth in the Recitals. Naples City shall be the Administrator of this Agreement.

Design, Engineering, and Construction

7. Naples City shall be the lead or managing entity with respect to this Agreement. As such, Naples City shall coordinate with J.U.B Engineers for the Ashley Central Irrigation Co. to facilitate the conversion of the canal to a storm water/flood water management facility and the construction of the road crossings and enclosure of the channel adjacent to 2500 South St. as a joint and concurrent project with the Ashley Central Canal piping project.
8. The bid documents and bidding process shall conform with State Law and Naples City Contracting and Procurement Policy. Naples shall work with the engineers to ensure that the work to be accomplished is warranted for no less than one year and that the warranty agreement is assignable to each entity upon its acceptance of the work. As part of the bidding process, all contractors shall acknowledge that the contractor has full and final responsibility for the actions and work of any materialmen, or subcontractors employed by the contractor on the project.
9. The bidding documents and construction contracts and documents shall separate the costs for the storm water/flood water management work to be undertaken pursuant to this Agreement from the work to be performed on behalf of Ashley Central Irrigation Co. This shall include separate requests for progress payments and materials, etc.
10. For purposes of the contracting, management, and inspection, Naples City, as the representative of the entities hereto, shall have the role of "Owner". Naples shall invite and receive input from representatives of Vernal and County in managing, inspecting, and approving the work, and progress payments.
11. Each entity hereto shall be responsible to review the bidding documents and assure that the design and engineering for the road crossings within each entity conforms with that entity's standards and ordinances, and to notify Naples prior to finalization of the bidding and contract documents of any deficiencies.
12. If the accepted bid includes any increase in costs, that increase shall not be borne by the parties hereto, but the deficiency in funds shall be remedied outside of additional funding from the parties hereto. If sufficient funds are not produced, the project may not be completed as designed.
13. Prior to the conclusion of the work, Naples shall notify each party in writing that the project is about to be completed. Each entity shall then conduct an evaluation of the project work to ensure that all contract requirements and specifications within its territory have been accomplished. Each party shall notify Naples in writing that it either accepts or refuses to accept the work within its territory.

14. If an entity refuses to accept the work within its territory, the documentation shall contain a specific basis for the refusal. Thereafter the refusing party and Naples will conduct negotiations with the engineer and contractor in an attempt to address and resolve the basis for the entity's rejection of the work. If the work is accepted subject to the correction of deficiencies that become apparent during the contractor's guarantee period, Naples shall assign to that entity its rights under the contract to enforce the guarantee or warranty of the contractor. If, after receiving notice from Naples that the project has been completed, any entity does not provide notification of acceptance or rejection within 60 days, the project within that entity's territory shall be presumed to have been accepted by the entity, subject to the correction of any deficiencies that become apparent during the contractor's guarantee or warranty term.
15. Naples shall require that the contract documents require the contractor to provide insurance and assume the responsibility for claims which may be submitted by third parties in connection with the work being performed and to hold the parties harmless during the construction of the work being performed.
16. Each entity shall indemnify, hold harmless, and defend each other party against any and all claims connected with or arising from the action or negligence of that entity's personnel. Each entity shall have all liability and shall defend, hold harmless, and indemnify the other contracting entities against all claims arising from issues related to easements and rights-of-way within the territory of the indemnifying entity.

Easements and Rights-Of-Way

17. It is anticipated that all of the work associated with the road crossings shall be performed pursuant to this Agreement and shall be conducted within existing public road rights-of-way owned and controlled by the entities that are parties hereto. To the extent that additional easements or rights-of-way are required as part of the project, the entity shall collectively pursue obtaining those easements and rights-of-way from Ashley Central Irrigation Co. or from the owners of the affected real property.
18. At the commencement of the work, Naples shall notify each party that the contractor is ready to begin work on the project. Each entity shall provide in writing such assurances and documents as are necessary- making available the roadways and rights-of-way necessary for the accomplishment of the work to be

performed. Naples shall thereafter oversee the contractor in completing all approved work anticipated by the plans, specifications, and designs of the project.

19. If it becomes necessary to acquire any property rights through purchase or through the use of eminent domain, the party with jurisdiction over the land subject to that action shall be responsible to obtain the right-of-way or easement or other property rights at that party's expense.
20. Any assignments of property rights, including rights-of-way and easements to Naples or to the contractor hired to construct the project work to facilitate the construction, shall, upon completion and acceptance, be assigned back to the entity making the assignment.

Bonding

21. The construction documents shall segregate the work to be done for the parties hereto from the work to be done on behalf of Ashley Central Irrigation Co. and the bonding, including payment bond and performance bonds required for public projects under Utah Law, shall be independent from any bonding required by Ashley Central Irrigation Co. and shall run in favor of the entities.

Effective Date and Term

22. This Agreement shall become effective immediately upon approval by the governing or legislative bodies of Uintah County, Vernal City, and Naples City, and approval as to proper form and compliance with applicable law by the attorneys for each entity; and the filing of this agreement with the keeper of records for each entity that is a party hereto.
23. The term of this Agreement shall be 50 years or until such time as the parties, by mutual consent, terminate this Agreement.

Operation and Maintenance Agreement

24. The parties agree that in the event the funding is available and the parties are able to convert the Ashley Central Canal to a storm water or wastewater management and control facility, the parties hereto shall enter into an additional Interlocal Agreement for the purposes of managing, maintaining, and operating that facility and allocating costs and responsibilities for providing that public service.

Notices

25. Notices required hereunder or that may be reasonably necessary in completion of the project work shall be considered as properly given if delivered in writing personally or sent by certified United States mail, postage prepaid with return receipt requested, addressed to the parties as follows:

Naples City
Michael Davis, City Manager
1420 Weatherby Drive
Naples City, UT 84078

Vernal City
Quinn Bennion, City Manager
374 E Main Street
Vernal, UT 84078

Uintah County
Uintah County Commission Chairman
2nd Floor West Wing
152 E 100 N
Vernal, UT 84078

Budget

26. Each of the contracting entities agrees to deposit, prior to commencement of any work on the project, that entity's cash contribution as shown herein, into an account established and maintained solely for the purpose of paying the costs of the project and shall maintain and manage the account in accordance with the requirements of the Permanent Community Impact Board.
27. If the project is scaled back due to insufficient funds, the parties will work together to ensure that any unused funds are refunded to the parties in an amount proportional to the total amount each has contributed to the project.

Waivers or Modification

28. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this

Agreement, which shall preclude the parties from receiving the full bargained-for benefit under the terms and provisions of this Agreement.

Relationship of Parties

29. The relationship between the parties is an arms-length contractual relationship and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts, or obligations of the other party. Parties shall not have any rights, power, or authority to make any representation or to assume or create any obligation, whether express or implied, on behalf of the other parties, or to bind the other parties in any manner, except as expressly authorized by this Agreement.

Binding Effect: Entire Agreement; Amendment

30. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns, officers, employees, agents, representatives, and to all other persons or entities claiming by, through, or under them. This Agreement, including all attachments, constitutes and/or represents the entire agreement and understanding between the parties with respect to the subject matter herein. There are no other oral agreements, understandings, or promises between the parties which are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior arrangements, negotiations, and understandings between the parties, whether written or oral, which are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated orally. Rather this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the parties.

Enforcement of Agreement

31. The parties hereto shall be responsible for their respective attorney fees, expenses, and costs incurred by them in connection with this agreement.

Severability

32. If any part or provision of this Agreement is found to be prohibited or unenforceable, such part or provision of this agreement shall, as to such provision

only, be inoperative, null, and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability shall not invalidate or render inoperative or void the entire agreement or the remaining provisions of this Agreement.

No Third-Party Beneficiaries

33. This Agreement is entered into by the parties for the exclusive benefit of the parties and their respective successors, assigns, and affiliated persons referred to herein. Except and only to the extent provided herein, no creditor or other third party shall have any rights under this Agreement.

Execution of Additional Documents

34. Each of the parties agrees to execute and deliver any and all additional papers, documents, instruments, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties.

Counterparts

35. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. In addition, the parties may execute this agreement electronically as provided by Utah Law or otherwise utilize and rely upon facsimile or email signatures.

[SIGNATURE PAGE TO FOLLOW]

WITNESS WHEREOF, the parties have executed this agreement, and represent to each other party that it has done so by authority of action of the legislative or governing body of the entity and pursuant to a resolution duly adopted authorizing the execution of this Agreement.

UINTAH COUNTY

ATTEST:

By _____
Uintah Commission Chair

By _____
Uintah County Clerk/Auditor

_____, 2024

_____, 2024

VERNAL CITY

ATTEST:

By _____
Vernal City Mayor

By _____
Vernal City Recorder

_____, 2024

_____, 2024

NAPLES CITY

ATTEST:

By _____
Naples City Mayor

By _____
Naples City Recorder

_____, 2024

_____, 2024

Approved as to form and conformance in the law:

VERNAL CITY ATTORNEY

NAPLES CITY ATTORNEY

UINTAH COUNTY ATTORNEY