



City of Naples

Naples City Council Meeting Agenda
October 10, 2024 - 7:30 p.m.
1420 East 2850 South
Naples, UT 84078

Opening Ceremonies

1. Approval of Agenda
2. Approval of Minutes - September 26, 2024 Regular Council Meeting
3. Any Follow Up Matters from September 26, 2024
4. Approval of Bills
5. Business License Approvals
 - APPCO Enterprises LLC - 1144 E 620 S
 - Big 4 Services LLC - 1422 E 1500 S
 - Ras's Shop LLC - 356 E 1500 S
6. PUBLIC HEARING - to receive input from the public with respect to the issuance of the Sales Tax Revenue Bonds and any potential economic impact to the private sector from the construction of the Project to be funded by the Bonds in an amount not to exceed \$1,250,000 for financing the construction of improvements to an existing open flood channel to collect storm water runoff for flood control, including roadway crossings for flood control channel preservation, vegetation removal and reshaping of the channel, extending an existing storm culvert and enclosure of storm drain channel in certain areas to facilitate future roadway projects, together with all related work and improvements.
7. Consideration to Approve Final Plan of Walker Hollow Subdivision
8. Approve Interlocal Agreement for School Resource Officer - Resolution 24-360
9. Approve Expenditure for New Copy Machine
10. Clarification on Council Assignments for SSD and City Departments
11. Other Matters/Future Council Matters
12. 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://naplescituut.gov/> and on the State Public Meeting Notice website <https://utah.gov/pmn> Nikki W. Kay

Naples City Council September 26, 2024 Minutes

The regularly scheduled meeting of the Naples City Council was held September 26, 2024, 7:30 p.m., at the Naples City Office, 1420 East 2850 South, Naples, Uintah County, Utah.

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

Others attending were Dixie Horrocks, Stephanie Adams, Brooks Jones, Brandon B., Nathan Simper, Szeth Simmons, Micheal Davis, and Nikki Kay.

Mayor Pro-Tem Dan Olsen welcomed everyone and called the meeting to order. He began the meeting with the pledge of allegiance and Kenneth Reynolds offered the invocation.

Mayor Pro-Tem Dan Olsen presented the agenda for approval and asked if there were any changes or additions. Nikki Kay suggested they move the setting of the public hearing date for the Master Street Plan after item five. Robert Hall **moved** to approve the agenda with the change. Kenneth Reynolds **seconded** the motion. The motion passed with all in attendance voting aye.

The minutes of the regular city council meeting of September 12, 2024 were presented for approval. Kenneth Reynolds **moved** to approve the minutes of September 12, 2024. Dan Olsen **seconded** the motion. The motion passed with all voting aye.

Mayor Pro-Tem Dan Olsen asked if anyone had anything they wanted to follow up on from the previous meeting. Councilman Reynolds said his comments were not about the previous meeting but he did want to express appreciation for the striping on 500 South. Micheal said they were able to do that in connection with Vernal City. Councilman Olsen asked Mike to extend the City's appreciation to Vernal City for doing that. He stated it has greatly improved the feeling of safety as you drive down that road at night.

DATE, TIME & PLACE OF MEETING

COUNCIL MEMBERS ATTENDING

OTHERS ATTENDING

OPENING CEREMONY

APPROVAL OF THE AGENDA

MINUTES APPROVED

FOLLOW UP ITEMS FROM PREVIOUS MEETING

DRAFT

Nikki Kay presented the bills in the amount of \$89,824.03. Robert Hall **moved** to approve the bills in the amount of \$89,824.03. Kenneth Reynolds **seconded** the motion. The motion passed with the following roll call vote:

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

Micheal wanted the Council to know the engineers have completed the Master Street Plan and have created a link to be able to look at the data they have gathered and how they have used that to create this Master Plan. He stated the City received a grant to help in creating this plan. Micheal said they conducted traffic counts from which they were able to obtain information on flow of traffic in areas, speed, type of vehicles, etc. He said it's good to see which streets are getting heavy traffic flow and maybe good for police to see which areas might have people speeding. Councilman Olsen wanted to know how 500 East and 2000 East were classified on the map. Micheal brought it up and showed 500 East was classified as a major collector road and 2000 East was classified as a minor collector road. Stephanie Adams asked if they were currently collecting information on the roads. Micheal said they conducted the traffic counts in April or May. Councilman Olsen asked if the plan would be used for grant applications. Micheal said they could. Micheal said they held an open house to discuss the plan and didn't have very many show up. He stated they need to hold a public hearing before adopting the master plan. Robert Hall **moved** to set a public hearing date for the Transportation Master Plan on November 14, 2024. Kenneth Reynolds **seconded** the motion. The motion passed with all voting aye.

Micheal printed a financial statement for the Council with a five year revenue/expenditure comparison. He pointed out that the prior year was the highest in sales tax revenue. He believed the City should have a surplus fund balance at the end of the fiscal year. Micheal stated you also never know if the funds for this year are going to be above that. Councilman Olsen said it did provide a foundation for maybe trying to hire another officer or help fund a school resource officer (SRO). Chief Simper told the Council he received the ILA for the SRO from the School District and he gave that to

APPROVAL OF THE BILLS

UPDATE ON THE TPA GRANT MASTER STREET PLAN

UPDATED BUDGET INFORMATION ON HIRING SCHOOL RESOURCE OFFICER



Mr. Harrington. He believed the City would start to receive that money in July. Chief Simper stated there would also be the cost to equip a new officer and they would need to see about getting another vehicle. There was a discussion on when the next POST training would be and the time needed for field training after POST. Councilman Bentley asked the Chief if they would be hiring someone specifically to be the SRO or to fill out the department. Chief Simper said they don't want an inexperienced officer in the school and he would open that up internally to see if anyone wanted to become the SRO. It was discussed that the sooner they can move on it the better because they will have a better pool to choose from. Councilman Bentley asked if the School District was eventually going to take over the cost. Chief Simper said that is what they want to have happen. He said whoever is selected for the school, the school wants that person to be there from the start of the bell to the end of the bell. Robert Hall **moved** to give Chief Simper permission to hire another person. Kenneth Reynolds **seconded** the motion. The motion passed with the following vote:

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

Szeth gave Council members the bid he received to paint the dinosaur at the road side park. Szeth said he put it out for bid twice but only received one bid. The bid presented was \$6,120. Szeth said he spoke with Wayne at Vernal City who was the one in charge of getting their dinosaur repainted. He said the price they paid for that was \$10,000 so Szeth felt like this bid was in the ball park and it would be the same person who painted that one for Vernal City. Szeth stated his recommendation would be to accept the bid and repaint the dinosaur. Robert Hall **moved** to approve the expenditure and to approach the Redevelopment Agency for reimbursement. Kenneth Reynolds **seconded** the motion. The motion passed with the following roll call vote:

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

***CONSIDERATION TO
APPROVE EXPENDITURE
TO PAINT DINOSAUR***

DRAFT

Council members received the amended interlocal agreement for storm water preservation and enhancement, road crossing and road safety funding. It was noted the agreement with Vernal City and Uintah County for this project needed to be amended due to the supplemental application to the CIB for additional funding. Councilman Hall asked if Mr. Harrington has reviewed this for Vernal and for Naples. Micheal said yes and he is the one who made the changes to the agreement. He said Vernal approved it last week at their meeting and Uintah County is on board. Councilman Bentley wondered if there was something concerning in the agreement because the Mayor had reached out to each of them through a text, expressing the fact that he had concerns. Councilman Olsen asked Councilman Hall if he had concerns or was aware of anything. He stated he couldn't see any and would **move** that they approve the agreement. Micheal stated that some of the funds have already been collected and both Vernal City and the County were glad to be moving on. Mayor Pro-Tem Olsen said there was a motion on the table and asked for a second. Kenneth Reynolds **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	Absent
Dan Olsen	Aye
Robert Hall	Aye

Andrew Bentley **moved** to go into a closed session to discuss the purchase, exchange, or lease of real property. Kenneth Reynolds **seconded** the motion. The motion passed with all voting in the affirmative.

Dan Olsen, Robert Hall, Kenneth Reynolds, Andrew Bentley, Nathan Simper, Micheal Davis, and Nikki Kay were present in the closed session.

Dan Olsen **moved** to reconvene back into regular council session. Kenneth Reynolds **seconded** the motion.

Andrew Bentley **moved** to give Mike the go ahead to follow through with the UDOT proposal. Kenneth Reynolds **seconded** the motion. The motion passed with all voting in the affirmative.

Nothing was brought forward under other matters.

***APPROVE AMENDED
INTERLOCAL
AGREEMENT FOR STORM
WATER PRESERVATION
AND ENHANCEMENT -
RESOLUTION 24-359***

***CLOSED SESSION TO
DISCUSS THE PURCHASE,
EXCHANGE, OR LEASE
OF REAL PROPERTY***

***MOTION REGARDING
PROPERTY***

OTHER MATTERS OR

***FUTURE COUNCIL
MATTERS***

With no other business before the Council, Dan Olsen **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 10th DAY OF OCTOBER 2024

BY: _____

ATTEST: _____

DRAFT

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
10-22250 WORKMENS COMPE	1084	Utah Local Gov't Ins. Trust	Workers Comp	1615650	09/03/2024	359.96
10-22250 WORKMENS COMPE	1084	Utah Local Gov't Ins. Trust	Workers Comp	1616068	10/03/2024	481.63
10-22500 HEALTH INSURANCE	22	American Family Life Assurance	Insurance Premium/employee w/h	511745	09/25/2024	168.48
10-22500 HEALTH INSURANCE	410	HealthEquity, Inc.	HSA Payments	3VHI3YJ	10/08/2024	21.00
10-22505 EAP/ BLOMQUIST - P	135	Blomquist Hale Consulting Group,	Mothly EAP	OCT24-6661	10/01/2024	346.13
Total :						1,377.20
45-40-610 MISCELLANEOUS EX	1110	Utah State Lt. Governor's Office	Entity Registrations - Past Due Re	1110-722RED	07/01/2024	75.00
Total EXPENDITURES:						75.00
10-43-250 VEHICLE MAINTENA	1210	Zion's First National Bank	Car Wash- Mike	2427539M8S6	10/06/2024	29.00
10-43-330 EDUCATION AND TR	1210	Zion's First National Bank	Energy Summit- Uintah County	3785241	09/25/2024	85.84
Total CITY ADMINISTRATOR:						114.84
10-45-210 BOOKS, SUBSCRIPTI	1110	Utah State Lt. Governor's Office	Entity Registrations - Past Due Hi	1110-722HC	07/01/2024	75.00
Total RECORDER:						75.00
10-49-513 PUBLIC EMPLOYEE	1084	Utah Local Gov't Ins. Trust	Bond 71461638	1616067	10/03/2024	820.40
Total LIABILITY INSURANCE:						820.40
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3566	09/23/2024	225.00
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3567	09/30/2024	225.00
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3569	10/07/2024	225.00
10-50-271 UTILITIES - CITY HAL	46	Ashley Valley Water & Sewer	Water and sewer billing 15.1050.1	0501-0924OF	09/30/2024	146.65
10-50-271 UTILITIES - CITY HAL	622	Mt. Olympus Waters	Equipment Rental	102094540927	09/27/2024	49.97
10-50-271 UTILITIES - CITY HAL	760	Dominion Energy	Monthly Gas Service - 207686000	2076-0924OF	09/23/2024	23.86
10-50-271 UTILITIES - CITY HAL	760	Dominion Energy	Monthly Gas Service - 447509353	4475-0924GEN	09/23/2024	21.47
10-50-271 UTILITIES - CITY HAL	775	RDT, Inc.	Garbage Service - 1118	1118-1024	10/01/2024	73.00
10-50-271 UTILITIES - CITY HAL	988	Strata Networks	Monthly Phone & Internet Service	005821508	09/30/2024	643.37

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-50-271 UTILITIES - CITY HAL	1107	Utah Department of Technology	Email accounts	2503R2770000	09/30/2024	171.08
10-50-274 UTILITIES - PLAZA P	46	Ashley Valley Water & Sewer	Water and sewer billing 15.1049.1	0491-0924PD	09/30/2024	540.65
10-50-274 UTILITIES - PLAZA P	46	Ashley Valley Water & Sewer	Water and sewer billing 16.0435.1	4351-0924RSP	09/30/2024	270.65
10-50-611 CLEANING SUPPLIE	902	Staples	Gloves, mop cloths	7642393184	10/03/2024	30.04
Total GENERAL GOVERNMENT BUILDINGS:						2,645.74
10-51-240 OFFICE SUPPLIES A	902	Staples	Paper	7642393184	10/03/2024	40.07
10-51-245 COMPUTER SUPPO	19	AM Computers	Service contract	INV-000026	10/02/2024	150.00
Total SUPPLIES/EQUIPMENT:						190.07
10-52-245 COMPUTER SUPPLI	1006	Uintah County Recorder	Internet charges	67547	10/01/2024	10.00
10-52-245 COMPUTER SUPPLI	1210	Zion's First National Bank	Adobe Subscription	2880864657	09/22/2024	256.55
10-52-310 BOARD MEMBERS E	43	Arnold, Brock	BOARD MEMBERS EXPENSE	43-0324	10/07/2024	150.00
10-52-310 BOARD MEMBERS E	216	Clark, Christopher J	Board Members Expense	216-0324	10/07/2024	150.00
10-52-310 BOARD MEMBERS E	412	Hiatt, Kevin D	Board Members Expense	412-0324	10/07/2024	150.00
10-52-310 BOARD MEMBERS E	574	Major, Scott P	Board Member Expense	574-0324	10/07/2024	75.00
10-52-310 BOARD MEMBERS E	1193	Wolfinjer, Ryan	Board Member Expense	1193-0324	10/07/2024	75.00
Total PLANNING AND ZONING:						866.55
10-54-140 OFFICER WELLNESS	325	Empowering Minds PLLC	Counseling Session	588032-0004	09/26/2024	108.55
10-54-140 OFFICER WELLNESS	325	Empowering Minds PLLC	Counseling Session	588032-0005	09/26/2024	118.99
10-54-210 BOOKS, SUBSCRIPTI	1063	Utah Chiefs of Police Assoc	Annual Dues	00025841	09/20/2024	300.00
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	D. McDavid Inst. Dev. Training Fo	016586	09/16/2024	13.52
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	D. McDavid Inst. Dev. Training Fo	016640	09/16/2024	14.16
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	D. McDavid Inst. Dev. Training Fo	017612	09/17/2024	17.85
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	D. McDavid Inst. Dev. Training Fo	224477	09/17/2024	15.26
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	D. McDavid Training Instructor De	77458	09/15/2024	231.64
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	KKay TAC Fairfield	84136	09/09/2024	458.28
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	D. Roth BAER Training	94727770	09/22/2024	482.88
10-54-247 SPILLMAN, LEXIPOL	536	Lexipol, LLC	Annual policy & DTB	INVLEX112402	09/01/2024	4,840.41

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-54-247 SPILLMAN, LEXIPOL	896	Motorola Solutions	Moblie Forms 24-25	8230483884	09/27/2024	870.80
10-54-249 EQUIPMENT/PURCH	1210	Zion's First National Bank	Papas Dino- Car Washes Police	2427539LDS66	09/12/2024	130.50
10-54-251 FUEL & OIL	277	Dan's Tire Service	Flat repair D.M.	321412	09/04/2024	25.00
10-54-271 UTILITIES-POLICE	46	Ashley Valley Water & Sewer	Water and sewer billing 16.1110.1	1101-0924PS	09/30/2024	66.00
10-54-271 UTILITIES-POLICE	760	Dominion Energy	Monthly Gas Service - 045686000	0456-0924PS	09/23/2024	10.73
10-54-271 UTILITIES-POLICE	775	RDT, Inc.	Barrel service	1118-1024	10/01/2024	25.00
10-54-330 EDUCATION AND TR	1210	Zion's First National Bank	UB Domestic Violence Conferenc	10557947789	09/27/2024	171.12
10-54-330 EDUCATION AND TR	1210	Zion's First National Bank	Eliason Int'l HR Fund Online	PDHRFUNDA-	09/23/2024	150.00
10-54-331 PUBLIC RELATIONS	1153	Walmart - Capital One	Finance Charge	1658076323	09/19/2024	3.35
10-54-332 MOBILE UNIT EXPEN	53	AT&T Mobility	Wireless Data Connections	287283594206	09/20/2024	280.28
10-54-333 CRIMINAL INVESTIG	954	Tri-tech Forensics, Inc.	Cotton swabs, DNA Kits	01038680	07/09/2024	127.20
Total POLICE DEPARTMENT:						8,461.52
10-58-242 STATE 1% SURCHAR	1108	Utah State Dept of Commerce	1% building permit fee surcharge	1108-0924	10/02/2024	239.46
10-58-250 EQUIPMENT - VEHIC	61	Auto Repair Pro's	Truck repairs-ins remaining	1833	09/04/2024	500.00
Total BUILDING INSPECTOR:						739.46
10-59-210 CHAMBER MEMBER	196	Chamber of Commerce-Vernal	MOU Agreement	8961	10/02/2024	3,500.00
10-59-223 COMMUNITY EVENT	1210	Zion's First National Bank	Halloween candy for Mayor's Walk	114-1287001-2	09/30/2024	329.94
Total COMMUNITY MARKETING:						3,829.94
10-60-116 SEASONAL LABOR	324	Elwood Staffing Services, Inc.	Seasonal labor Dominic	3341505	09/25/2024	1,102.50
10-60-250 EQUIPMENT, MAINT	682	FleetPride	Skidsteer Battery	120358034	10/02/2024	165.99
10-60-260 SANDER/SNOW PLO	958	Main Street Auto	HTR Hose	262707	09/30/2024	12.22
10-60-260 SANDER/SNOW PLO	958	Main Street Auto	HTR Hose	262763	09/30/2024	11.28
10-60-262 "C" ROAD MAINTENA	341	Fastenal Company	Tape	UTVER109261	09/24/2024	18.71
10-60-262 "C" ROAD MAINTENA	900	Standard Plumbing Supply Co	Misc bolts, nuts, etc, Files & chain	XLHF92	09/30/2024	16.58
10-60-262 "C" ROAD MAINTENA	900	Standard Plumbing Supply Co	Misc bolts, nuts, etc, Files & chain	XLT135	09/24/2024	16.74
10-60-271 UTILITIES - SHOP	46	Ashley Valley Water & Sewer	Water and sewer billing 17.0475.1	4751-0924SH	09/30/2024	66.00
10-60-271 UTILITIES - SHOP	46	Ashley Valley Water & Sewer	Water and sewer billing 17.0476.1	4761-0924SB	09/30/2024	69.90

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-60-271 UTILITIES - SHOP	760	Dominion Energy	Monthly Gas Service - 056686000	0566-0924	09/23/2024	9.29
10-60-271 UTILITIES - SHOP	775	RDT, Inc.	Garbage Service - 858	858-1024	10/01/2024	75.00
10-60-271 UTILITIES - SHOP	988	Strata Networks	Internet at road dept	005821508	09/30/2024	104.98
10-60-274 TOOLS & SUPPLIES	448	Intermountain Farmers Assoc.	Pruners	1021576404	10/02/2024	59.99
10-60-274 TOOLS & SUPPLIES	1147	Vernal Winnelson Company	Utility Knife, Extra Chain	540108-01	09/25/2024	32.68
10-60-278 BLUE STAKES	139	Blue Stakes of Utah 811	Monthly fax notifications	UT202402711	09/30/2024	53.10
Total STREETS:						1,814.96
10-70-269 SUBDIVISION PARK	46	Ashley Valley Water & Sewer	Water and sewer billing 18.0551.1	5511-0924IRO	09/30/2024	290.65
10-70-269 SUBDIVISION PARK	46	Ashley Valley Water & Sewer	Water and sewer billing 1818264	8264-0924SUN	09/30/2024	218.65
10-70-271 UTILITIES OF EAST P	46	Ashley Valley Water & Sewer	Water and sewer billing 1611281	1281-0924PK	09/30/2024	66.00
10-70-282 ROADSIDE PARK MA	448	Intermountain Farmers Assoc.	Grass Seed	1021550573	09/26/2024	103.99
10-70-282 ROADSIDE PARK MA	587	MF Landscape & Construction	Install drinking fountain	3568	10/02/2024	2,275.00
Total BUILDING & GROUNDS:						2,954.29
Grand Totals:						23,964.97

Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.



Item No. _____

MEMO TO: <i>City Council, City Manager</i> FROM: <i>Dale Peterson</i> Building Official		Subject: Business License for: APPCO Enterprises LLC 1144 East 620 South #1 Naples, Utah 84078	
Recommendation: <i>Approve a business license for APPCO Enterprises LC to operate an auto repair shop in an Industrial – 1 zone at 1144 East 620 South, winder Industrial Park.</i>		Date: October 7, 2024	
		Zone: I-1 Industrial	
		02-28-004 Permitted Uses: #3 Auto repair shops	
Background: Owner: Clayton Applegate Clayton lives in Roosevelt and wants to relocate his business in Naples where he will have a larger shop area.			
Attachments: • Pictures			





Item No. _____

<u>MEMO TO:</u> <i>City Council, City Manager</i> <u>FROM:</u> <i>Dale Peterson</i> Building Official		<u>Subject:</u> Business License for: Big 4 Services LLC 1422 East 1500 South Naples, Utah 84078
<u>Recommendation:</u> <i>Approve a business license for Big 4 Services LLC providing services to the oilfield.</i>		<u>Date:</u> October 7, 2024
		Zone: I-1 industrial
		02-28-004 Permitted Uses: #24 Oilfield Services
Background: Owner: James Beau Tenney. <i>They are in the PROPETRO building. They have 52 employees.</i> <i>They are in the PROPETRO building. They have 52 employees.</i>		
<u>Attachments:</u> • Pictures		





Item No. _____

MEMO TO: <i>City Council, City Manager</i> FROM: <i>Dale Peterson</i> Building Official		Subject: Business License for: Ras's Shop LLC 356 East 1500 South Naples, Utah 84078	
Recommendation: <i>Approve</i> <i>Ras's Shop LLC</i> <i>356 East 1500 South</i> <i>Naples, Utah 84078</i> <i>To operate a Home Occupation as a conditional use</i> <i>selling their product on Amazon.</i>		Date: October 2, 2024	
		Zone: (R1) Residential	
		02-24-002 Permitted Uses Home Occupations, in accordance with chapter 13 of this ordinance. Chapter 13 (E) Direct sales, distribution	
Background: Owner: Kainen Rasmussen 356 East 1500 South Naples, Utah 84078 Sale of house hold cleaning items on Amazon, most items will be shipped from a Amazon warehouse, some items will be stored at their home in the garage. They have a Utah sales tax license.			
Attachments: • Pictures			



Item No. _____

MEMO TO: City Council		Subject: Walker Hollow Subdivision	
FROM: Planning and Zoning/Staff			
Recommendation: Accept The Final Plan of the Walker Hollow Subdivision		Date: October 7, 2024	
		Fiscal Impact: N/A	
		Funding Source: N/A	
Background: The Walker Hollow Subdivision plans have been reviewed and recommended for approval by the Planning Commission, in a meeting on August 15, 2024, for approval from the City Council. The plans have been reviewed and believed to follow the Subdivision ordinance, as set out in the Land Use Ordinance Chapter 02-31.			
Attachments: -Walker Hollow Subdivision			
Recommended Motion: Make a motion to accept the subdivision plan for the Walker Hollow Subdivision.			

Located in the NW 1/4 of Section 36,
T4S, R21E, S.L.B.&M.,
Uintah County, Utah.



Scale: 1" = 1000'

(Taken from BOS # 4620 as filed with the Utah County Surveyor's office)

*I, _____, HAVE EXAMINED THE PROPOSED PLAT OF THE WALKER HOLLOW SUBDIVISION AND IN MY OPINION IT CONFORMS WITH ASHLEY VALLEY WATER & SEWER ORDINANCES APPLICABLE THERETO AND NO UNLAWFUL AND UNDESIRABLE CHANGES ARE NECESSARY TO THE SITE.

ASHLEY VALLEY WATER & SEWER

CURVE DATA			CORD		CORD BEARING
CURVE	LENGTH	RADIUS	DELTA	TANGENT	
C1	23.86'	28.00'	47°35'28"	12.35'	22.59'
C2	68.41'	58.00'	87°34'28"	38.81'	52.94@10"E
C3	70.85'	58.00'	89°39'23"	40.62'	51.94@31"E
C4	70.86'	58.00'	70°00'56"	40.62'	53.37@14"W
C5	68.43'	58.00'	87°35'49"	38.83'	46.53'
C6	23.86'	28.00'	47°35'28"	12.35'	22.59'

NOTES:
UTILITIES, EASEMENTS, IMPROVEMENTS AND
ENCROACHMENTS NOT SHOWN ON THIS PLAT MAY EXIST.
BOOK AND PAGE REFER TO ITEMS ON FILE WITH THE
RECORDER'S OFFICE OF UTAH COUNTY, UTAH.

STATE OF _____ COUNTY OF _____ SS: _____

ACKNOWLEDGMENT

ON THIS _____ DAY OF _____ A.D. 2014, PERSONALLY APPEARED BEFORE ME GREGORY D. WALKER AND MARY S. WALKER, THE SIGNERS OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
BOSTON, MA

SOUTHEAST CORNER OF
RETENTION AREA BEARS
N65°59'15"E 1583.28 FEET
FROM THE WEST 1/4
CORNER OF SECTION 16.

SURVEYED BY: A.D.F.	 TIMBERLINE <i>Engineering & Land Surveying</i> 208 North 300 West • Vernal, Utah (435) 768-1385
DRAWN BY: D.A.	
DATE: 06/10/2024	
SCALE: 1" = 40'	
P.L.E.	

UINTAH SCHOOL RESOURCE OFFICER
INTERLOCAL COOPERATION AGREEMENT

THIS UINTAH SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), is made and entered into by and between the BOARD OF EDUCATION OF UINTAH SCHOOL DISTRICT (the "School District"), a political subdivision of the State of Utah, 826 South 1500 East, Naples, Utah, 84078, and NAPLES CITY by and through the NAPLES CITY POLICE (the "City"), a political subdivision of the State of Utah, 1420 East 2850 South, Naples, Utah, 84078. The School District and the City are sometimes referred to in this Agreement collectively as the "parties," or individually as a "party."

WITNESSETH

WHEREAS, pursuant to the provisions of the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq., as amended, public agencies, including political subdivisions of the State of Utah as defined therein, are authorized to enter into mutually advantageous agreements for joint or cooperative action;

WHEREAS, Utah Code § 53G-8-703 provides that the School District may contract with a law enforcement agency to provide School Resource Officer services at its schools after Board of Education review and approval of the Agreement and following presentation of the Agreement as part of a School Resource Officer policy at a public meeting with public comment;

WHEREAS, the School District and City, through their respective governing bodies, have voluntarily determined that the interests and welfare of the public within their respective jurisdictions will best be served by this Agreement to provide for joint and cooperative action in regards to having a School Resource Officer to maintain safe schools, improve school climate, and support educational opportunities for students while serving at Uintah School District in Uintah County, Utah;

WHEREAS, the governing bodies of the School District and the City have by resolution agreed to adopt this Agreement to provide for the joint and cooperative action contained herein; and

WHEREAS, this Agreement shall replace and supersede any previously approved and executed Interlocal Cooperation Agreements by the School District and the City that concern the placement of one or more School Resource Officers at the Uintah Schools.

NOW, THEREFORE, be it mutually covenanted and agreed as follows, each of the parties accepting as consideration for this Agreement the mutual promises and agreements of the other:

SECTION ONE
EFFECTIVE DATE AND DURATION

This Interlocal Cooperation Agreement shall be effective as of July 1, 2024 and shall continue for a period of up to fifty (50) years, unless sooner terminated as provided in this Agreement.

SECTION TWO
ADMINISTRATIVE ENTITY

The City and the School District do not contemplate nor intend to establish a separate legal entity under their terms of this Agreement.

SECTION THREE
PURPOSE

This Agreement is established for the purpose of jointly providing for one or more School Resource Officers ('SRO') to serve at the Uintah School District Schools. Any reference in this agreement to a singular School Resource Officer shall also be construed to mean plural School Resource Officers if there is more than one School Resource Officer employed under this agreement.

SECTION FOUR
MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement. The City shall budget and be responsible for all payments related to the employment of the SRO. The City shall send an invoice to the School District on an annual basis in the last month of the school year, defined as July 1st to June 31st, to receive payment for services rendered in that school year. The payment for each year shall be calculated as follows: \$103,000 per full time SRO or a proportional amount for a part time SRO.

SECTION FIVE
JOINT ADMINISTRATORS

Pursuant to the Interlocal Cooperation Act, Utah Code § 11-13-101, et seq., the parties agree that the Chief and the School District's Superintendent shall act as the joint administrators responsible for this Agreement. This Agreement does not anticipate nor provide for any organizational changes in the City or the School District. However, the parties may agree to establish a six (6) member SRO Oversight Committee comprised of the following individuals: (a) the School District's School Safety and Security Director, or his/her designee; (b) the Uintah School District superintendent, or his/her designee; (c) the School District's Legal Counsel, or his/her designee; (d) the Chief, or his/her designee; (e) an SRO currently assigned to the Uintah School District Schools, or his/her designee; and (f) the City Attorney, or his/her designee. The School District's Special Programs Director, or his/her designee, and the Chief, or his/her designee, shall be the co-chairs of the Committee. This Committee shall meet as necessary to address respective duties, responsibilities, and any other concerns related to this Agreement.

SECTION SIX
FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the City Clerk of the City and with the Business Administrator of the School District and shall remain on file for public inspection during the term of this Agreement.

SECTION SEVEN

DESCRIPTION OF ARRANGEMENT

A. Employment of the School Resource Officer

1. The City agrees to employ and provide a part-time City Officer at the Naples Elementary School during the school year (referred to herein as the "School Resource Officer" or "SRO"). It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of the City, subject to the administration, supervision, and control of the City.
2. The City will furnish training, uniforms, equipment, and schedule of deployment required under Utah law or that is needed for the operation of this Agreement. The School District shall coordinate with the City to also provide the SRO with applicable training, supplies, and equipment needed for the operation of this Agreement.
3. The SRO shall be subject to all personnel policies and practices of the City, except as such policies or practices may be modified by the terms and conditions of this Agreement.
4. The City, in its sole discretion, shall have the power and authority to hire, replace and rotate, discharge, and discipline the SRO. Prior to selecting the SRO to provide services under the Agreement, the Chief and the District (or their designees) shall discuss applicants or potential candidates for the position. The Chief shall consider the District's input on selection but will make the decision of which officer will be assigned.
5. As an employee of the City, the SRO will be subject to the chain of command of the Naples City Police Department. The SRO's main point of contact for communicating with the school shall be the building principal.
6. The Chief will, at least annually, request and receive feedback about the SRO's performance. In addition, if the school administration of the Uintah School District is dissatisfied, with justifiable reason, with the SRO who has been assigned to the school, then the school administration may request that the Chief assign a different officer as the SRO for the school. Unless the nature of the concerns warrants immediate replacement, such a request should normally occur after the administration has previously met with the Chief to discuss concerns and allow a reasonable amount of time for the Police Department's Office to remediate the issues. If mutually agreed by the Police Department's Office and School District, the Chief shall assign a new SRO to the school. The Police Department's Office reserves the right to remove/re-assign any SRO along with notification given to the school administration of the Uintah School District.

B. Duties of the School Resource Officer

1. The purpose of the SRO is to provide for and maintain a safe, healthy, and productive learning environment, emphasizing the use of restorative approaches to address negative behavior, while acting as a positive role model for students by working in a cooperative, proactive, problem-solving manner between the Police Department's Office and the School District.

2. The SRO is expected to complete and be involved in the following job responsibilities:

- Provide for and maintain a safe, healthy, and productive learning environment
- Act as a positive role model to students
- Work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the School District
- Emphasize the use of restorative approaches to address negative behavior
- Be the main point of contact for building administrators
- Provide training to students and employees on district policies regarding student conduct, student discipline and safe schools consistent with the administration's interpretation of those policies.
- At the request of the School District, provide training as needed.
- Identify safety concerns within the school
- Develop problem solving strategies with school administrators and staff and collaboratively develop a comprehensive school safety plan with school administration.
- Follow district policies which reasonably would have application to the SRO, including policies regarding appropriate employee interactions with students.

3. The SRO shall be expected to attend and participate in applicable school meetings, provide training when needed, and to communicate and coordinate with the school principal and other appropriate school administrators concerning the needs of the school and its students.

4. In coordination with school administrators, the SRO may provide presentations to the school in safety, crime prevention, bullying, etc., and may also provide additional services to the school if available.

5. The Police Department's Office and the SRO will work closely with School District officials to improve the social and behavioral skills of students to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed may include substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.

6. The Police Department's Office and School District understand that the SRO may use measures to secure school property as followed through established protocols of the Police Department's Office and the School District in the event of an emergency situation that requires the activation of emergency response procedures (i.e., critical incident protocols such as "lock down" and "lock out").

7. The SRO will be a visible, active law enforcement figure dealing with the school's law enforcement matters at school and at school activities and events. The SRO will comply with the professional dress code set by the Chief.

8. The SRO and school administrators will coordinate to provide appropriate responses to different types of school-based behavior which violates school rules and/or criminal laws while de-escalating school-based incidents whenever possible, all in accordance with Utah Code § 53G-8-211. The SRO will be responsible to respond to conduct which would constitute a class B misdemeanor, a class A misdemeanor, or a felony. Examples of such violations include, but are not limited to: gang activity; possession of a dangerous weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; behavior that is an immediate threat to others; and terroristic threats. The SRO may refer students to a court, prosecuting attorney, or other law enforcement officers for such conduct. Either the SRO or school administrator may respond to actions which are criminal violations that would constitute a class C misdemeanor, infraction, or a status offense and which may also violate school rules. Examples of such offenses include, but are not limited to: alcohol and tobacco violations or truancy or attendance violations. When the misconduct is an infraction which is a traffic offense, the student may be referred to a law enforcement officer or agency, a prosecuting attorney, or a court. Otherwise, the SRO or school administrator may refer students to an evidence-based alternative intervention as described in Utah Code § 53G-8-211(3)(a) or, the SRO or school administrator may refer the student to a law enforcement officer or agency or a court if (but only if): the student previously committed an offense on school property and for that offense the student was referred to an evidence-based alternative intervention or to prevention or early intervention youth services. Administrators are responsible for responding to violations of school rules, such as disruptive behavior that is not a threat to others or the public safety such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation. The SRO will create such records as are appropriate under policy of the Police Department's Office for any student criminal offenses. The administrator will create student education records for any student violations of school rules.

9. The SRO will be involved in school discipline when it pertains to certain criminal matters and preventing a disruption that would, if ignored, place students, school personnel, and others at risk of harm, so the SRO will resolve the problem to preserve the safe school climate. In all other cases, disciplining students for policy violations is a school responsibility. In those situations, the SRO may, if appropriate under the circumstances, take students who violate School District conduct policies to the administration offices for discipline to be determined by school administrators.

10. The SRO shall confer with school administrators for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO. If handled by the SRO, the SRO may not issue a citation for or otherwise refer those offenses for criminal prosecution.

11. The SRO shall confer with school administrators on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination

will be made as to whether such matters will be best handled by school administration or the SRO.

12. The SRO shall initiate positive interaction with students in the classroom and general areas of the school campus to promote the profession of police officers and be a positive role model, while increasing the visibility and accessibility of law enforcement to the school community.

13. The SRO will share information with the school's administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and the Police Department's Office policies.

14. The SRO may assist with resolving law enforcement issues that affect the students, the school, the School District, or the broader community. However, matters that are not of a significant or urgent nature or do not directly relate to the students, the school, the School District, or to issues concerning child abuse or neglect, but only concern the broader community, should first be coordinated between school administration and law enforcement before being conducted at the school in order to minimize the effect on student education and the school environment. Outside law enforcement agencies shall first coordinate with school administration.

15. The SRO shall notify school administration upon removing a student from the school campus.

16. The SRO shall notify a parent as soon as possible when minor students are issued a criminal citation or arrested on school property.

17. If a student arrest is warranted, the SRO shall use the least disruptive and the least intrusive manner reasonably available to conduct the arrest of the student. The SRO should be accompanied by a school principal or assistant principal, if available, when arresting a student unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.

18. The SRO shall not use physical force or restraints on a student, including handcuffs, tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat, or they are subject to arrest.

19. The SRO shall question students in a manner and a time when it has the least impact on the student's education so long as the delay in questioning does not interfere with the effectiveness of an investigation, the disappearance or unavailability of a criminal suspect or evidence, or risk public safety or significant damage to property.

20. The SRO shall become familiar with School District's student conduct and discipline policies.

21. The SRO and each principal of a school where the SRO will provide services (or that principal's designee), will jointly complete the school resource officer training program described in Utah Code § 53G-8-702. The training program curriculum and materials will

include training on the following topics: (a) childhood and adolescent development; (b) responding age-appropriately to students; (c) working with disabled students; (d) techniques to de-escalate and resolve conflict; (e) cultural awareness; (f) restorative justice practices; (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources; (h) student privacy rights; (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems; (j) strategies to reduce juvenile justice involvement; (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure; (l) the standard response protocol established by the state security chief and the required drills; (m) an overview of the agreement for SRO services; (n) developing and supporting successful relationships with students; and (o) legal parameters of searching and questioning students on school property. If training is required during the school day, the School District and the Police Department's Office will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.

22. The City and School District may coordinate and jointly fund other beneficial training opportunities for the SRO and school administrators.

23. One SRO officer will be assigned 20 hours a week for Naples Elementary. SROs will keep a generalized account of the hours spent at each school, and a daily log of all cases and generalized work completed in a work week.

C. Duties of School Administrators

1. School administrators shall provide the SRO with appropriate school administrator names and contact information to facilitate communication. The building principal is the primary point of contact for the SRO.

2. School administrators shall provide an office/storage or workspace for the SRO's materials and personal effects.

3. School administrators shall provide students, classroom, equipment, and supplies for classes taught by the SRO.

4. School administrators will arrange meetings with the SRO as needed by the school administration and attend district principal meetings.

5. School Administrators and the SRO will coordinate to provide appropriate responses to different types of school-based behavior which violates school rules and/or criminal laws while de-escalating school-based incidents whenever possible, all in accordance with Utah Code § 53G-8-211. The SRO will be responsible to respond to conduct which would constitute a class B misdemeanor, a class A misdemeanor, or a felony. Examples of such violations include, but are not limited to: gang activity; possession of a dangerous weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; behavior that is an immediate threat to others; and terroristic threats. The SRO may refer students to a court, prosecuting attorney, or other law enforcement officers for such conduct. Either the SRO or school administrator may respond to

actions which are criminal violations that would constitute a class C misdemeanor, infraction, or a status offense and which may also violate school rules. Examples of such offenses include, but are not limited to: alcohol and tobacco violations or truancy or attendance violations. When the misconduct is an infraction which is a traffic offense, the student may be referred to a law enforcement officer or agency, a prosecuting attorney, or a court. Otherwise, the SRO or school administrator may refer students to an evidence-based alternative intervention as described in Utah Code § 53G-8-211(3)(a) or, the SRO or school administrator may refer the student to a law enforcement officer or agency or a court if (but only if): the student previously committed an offense on school property and for that offense the student was referred to an evidence-based alternative intervention or to prevention or early intervention youth services. Administrators are responsible for responding to violations of school rules, such as disruptive behavior that is not a threat to others or the public safety such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation. The SRO will create such records as are appropriate under policy of the Police Department's Office for any student criminal offenses. The administrator will create student education records for any student violations of school rules.

6. School administrators shall confer with the SRO for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO or both. If handled by the SRO, the SRO may not issue a citation for or otherwise refer those offenses for criminal prosecution.

7. School administrators shall confer with the SRO on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.

8. School administrators will make an effort to handle routine student conduct and disciplinary matters without involving the SRO in a law enforcement capacity, unless it is absolutely necessary or required by law.

9. School administrators will facilitate SRO-initiated investigations and actions subject to the restrictions on disclosure of student educational records set forth in "Access to Education Records" below.

10. School administrators will provide ongoing feedback to the Chief for SRO evaluation purposes.

11. In the event that the SRO responds to a school-based infraction involving any student who has a disability with an accompanying Individualized Education Program ("IEP"), Section 504 Plan, or Health Care Plan, and who therefore may require special treatment or accommodations, School administrators will notify the responding SRO of the need for special treatment or

accommodations and any information that is necessary for the SRO to provide special treatment or accommodations.

12. The School District acknowledges that the SRO is required by policies and procedures to attend mandatory trainings and/or meetings.

13. If applicable and deemed necessary, school administrators will provide opportunities for the SRO and school administration to meet with parents and community members during the school year.

14. The SRO and each principal of a school where the SRO will provide services (or that principal's designee), will jointly complete the school resource officer training program described in Utah Code § 53G-8-702. The training program curriculum and materials will include training on the following topics: (a) childhood and adolescent development; (b) responding age-appropriately to students; (c) working with disabled students; (d) techniques to de-escalate and resolve conflict; (e) cultural awareness; (f) restorative justice practices; (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources; (h) student privacy rights; (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems; (j) strategies to reduce juvenile justice involvement; (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure; (l) the standard response protocol established by the state security chief and the required drills; (m) an overview of the agreement for SRO services; (n) developing and supporting successful relationships with students; and (o) legal parameters of searching and questioning students on school property. If training is required during the school day, the School District and the Police Department's Office will coordinate together to provide coverage for the SRO's classes and responsibilities at the school.

15. The City and School District may coordinate and jointly fund and provide other beneficial training opportunities for the SRO and school administrators.

16. School administrators shall comply with the provisions of student conduct and discipline policies.

D. Student Rights

SRO Search and Seizure

1. The SRO may conduct or participate in a search of a student's person, school locker, personal belongings, electronic devices, or vehicle only where there is "probable cause" to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.

2. It is recommended that in addition to having probable cause, the SRO should follow state and federal law and the Chief's policy and procedures when conducting searches of persons and property.

3. Except in the event of exigent circumstances, the SRO shall inform school administrators prior to conducting a “probable cause” search where practicable.

4. The SRO shall not ask school administrators to search a student’s person, school locker, personal belongings, electronic devices, or vehicle in an effort to circumvent the student’s legal rights and protections.

5. Strip searches of students by the SRO are prohibited. This subsection does not limit legitimate law enforcement activities that occur outside of the School District’s jurisdiction.

School Administrators Search and Seizure

1. A school administrator may conduct a search of a student’s person, school locker, personal belongings, electronic devices, or vehicle in accordance with the “reasonable suspicion” legal standards and procedures set forth in Uintah School District Policy.

2. Absent a real and immediate threat to any person or to the public safety, a school administrator shall not ask the SRO to be present or participate in a search when no probable cause has been established.

3. Strip searches of students by school administrators are prohibited.

Student Questioning

The SRO may question a student about conduct that could expose the student to court involvement or arrest so long as state and federal laws and rules with respect to questioning students are followed, including those with respect to questions of children under the age of 14 and specifically the requirements of Utah Code § 80-6-206.

1. The SRO shall inform school administrators prior to questioning the student where practicable.

2. The SRO shall not ask a school administrator to question a student in an effort to circumvent the student’s rights and protections.

3. SRO — Child Abuse and Neglect Cases. In the event the SRO is investigating a suspected child abuse or neglect matter, the SRO and school administrators shall follow the procedures outlined in district policy. In conjunction therewith, the SRO who is requesting permission to interview a student at school must sign the Confidential School Liability Release Form and follow CJC guidelines.

4. SRO — Student Conversations. In general, conversations between the SRO and students will be on the premise of building relationships to help develop a healthy learning environment and promote pro-social behaviors in compliance with district policy regarding appropriate relationships between students and employees.

5. School Administrators — Student Interviews and Questioning. School administrators have the responsibility to oversee the proper and efficient operation of their schools. Students should be educated in a safe, secure, and supervised environment. Utah law defines “in loco parentis” in Utah Code § 53E-6-703 as “the power of professional school personnel to exercise the rights, duties, and responsibilities of a reasonable, responsible parent in dealing with students in school-related matters.” Accordingly, school administrators are free to communicate, interview, and question students for any academic and non-academic matters, including, but not limited to, issues relating to school and student safety, policy compliance and violations, student discipline, etc. In addition, school personnel have a legal responsibility and protocol in cooperating with the Division of Child and Family Services (DCFS) and law enforcement officials relating to suspected child abuse or neglect.

SRO Student Arrests

If a student arrest is warranted, the SRO shall use the least disruptive and the least intrusive manner reasonably available to conduct the arrest. The SRO shall not use physical force or restraints on a student, including handcuffs, tasers, mace, or other physical or chemical restraints unless a student’s actions pose a threat to the safety of the student, the SRO or others.

The SRO should be accompanied by a school principal or assistant principal, if available, when arresting a student unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.

The SRO shall notify a parent as soon as possible when minor students are issued a criminal citation or arrested on school property.

Access to Education Records

1. School administrators shall allow the SRO to inspect and copy any public records, including student “directory information,” maintained by the school to the extent allowed by state and federal law and Uintah School District Policy.

2. If some information in a student’s educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence.

3. If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law and Uintah School District Policy.

SECTION EIGHT **NOTICE OF DEFAULT; CORRECTIVE ACTION**

The failure of either party to comply with each and every term and condition of this Agreement shall constitute a breach of this Agreement. Either party shall have thirty (30) days after receipt of written notice from the other of any breach to correct the conditions specified in the notice, or if the corrections cannot be made within the thirty (30) day period, within a reasonable time if corrective action is commenced within ten (10) days after receipt of the notice.

SECTION NINE

RIGHTS AND REMEDIES

In the event of any breach hereunder and after the lapse of the cure period as per Section Eight above, the non-breaching party shall have all the rights and remedies available under the laws of the State of Utah in effect. The rights and remedies of the parties hereto shall not be mutually exclusive but shall be cumulative in all respects. The respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

SECTION TEN

GOVERNING LAW, JURISDICTION, AND VENUE

All questions with respect to the construction of this Agreement and all right and liability of the parties hereto shall be governed by the laws of the State of Utah. Jurisdiction and venue for the enforcement of this Agreement shall be found in the courts of Naples City, Uintah County, State of Utah.

SECTION ELEVEN

COSTS OF ENFORCEMENT

In the event of any lawsuit or other proceeding or dispute concerning this Agreement, the prevailing party will be entitled to recover its costs from the non-prevailing party (including, but not limited to, court fees and expert witness costs, but not including attorneys' fees associated with the enforcement of this Agreement), whether such sums are expended with or without suit and regardless of the forum. For purposes of the foregoing sentence: (a) a "prevailing party" means (i) in the case of the party initiating the enforcement of rights or remedies, that it recovered substantially all of its claims, and (ii) in the case of the party defending against such enforcement, that it successfully defended substantially all of the claims made against it; and (b) if no party is a "prevailing party" within the meaning of the foregoing, then no party will be entitled to recover its costs and expenses from the other party.

SECTION TWELVE

NOTICE

Any written notice which must or may be given relating to this Agreement shall be sufficient if mailed postage prepaid, registered or certified mail, in the United States mail addressed to a party at the address given above. In the case of the School District, notice shall be mailed to the attention of the Superintendent at the above address. In the case of the City, notice shall be mailed to the attention of the Chief at the above address. Either party may notify the other to designate a different address for mailing.

SECTION THIRTEEN **TERMINATION**

Either party may terminate this Agreement for any or no reason and at any time by giving the other party at least ninety (90) days prior written notice of the same. Upon termination, each party shall retain all property it provided for use during the course of the Agreement.

SECTION FOURTEEN **APPROPRIATION OF FUNDS**

The parties' obligations under this Agreement are expressly subject to the appropriation of funds by the School District's Board of Education and the Naples City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this Agreement, the parties may terminate this Agreement.

SECTION FIFTEEN **LIABILITY AND INDEMNIFICATION**

Both parties are governmental entities under the Governmental Immunity Act of Utah (the "Governmental Immunity Act"), Utah Code § 63G-7-101, et seq., as amended. Consistent with the terms of the Governmental Immunity Act, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its employees, officers, agents, or volunteers. It is understood and agreed that the SRO is the employee, officer, and agent of the City, and not of the District, and is not a "volunteer" of the District, for purposes of this Section. Neither party waives any defenses otherwise available under the Governmental Immunity Act, nor does any party waive any limits of liability now or hereafter provided by law. Subject to the foregoing, each party agrees to save, keep, hold harmless, and indemnify the other party, its employees, officers, agents, and volunteers from all damages, costs, or expenses in law or equity, including attorneys' fees, that may at any time arise or be set up because of damages to property and/or personal injury incurred by reason of or in the course of performing the services under this Agreement which may be occasioned by any willful, negligent, or wrongful acts or omissions of the party, its employees, officers, agents, or volunteers. The terms of this section shall survive the termination of this Agreement.

SECTION SIXTEEN **GENERAL PROVISIONS**

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a writing signed by each of the parties hereto.

D. Covenants and Conditions. Each provision of this Agreement performable by the City and the School District shall be deemed to be both a covenant and a condition.

E. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

F. Binding Effect. This Agreement shall bind the parties and their respective successors and assigns.

G. Captions. The captions to the various Sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or any part or parts of this Agreement.

H. Time. Time is of the essence of each term, provision, and covenant of this Agreement.

I. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

J. Gender and Number. The singular number includes the plural whenever the context so indicates. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, limited liability company, partnership, or other legal entity when the context so requires. The word "person" means person or persons or other entity or entities or any combination of persons and entities.

K. Waiver or Forbearance. No delay or omission in the exercise of any right or remedy by any party hereto shall impair such right or remedy or be construed as a waiver. Any waiver of any breach must be in writing and shall not be a waiver of any other breach concerning the same or any other provision of this Agreement.

L. No Partnership, Joint Venture, or Third-Party Rights. Except as specifically set forth herein, nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

IN WITNESS WHEREOF, the parties have signed and executed this UINTAH SCHOOL RESOURCE OFFICER INTERLOCAL COOPERATION AGREEMENT, after resolutions duly and lawfully passed, on the dates listed below.

UINTAH SCHOOL DISTRICT

Rick Woodford, Superintendent

DATED this ____ day of _____, ____.

Attest:

W. Grant Stoddard
Business Administrator

NAPLES CITY

Nathan Simper
Naples City Police Chief

Dean Baker
Naples City Mayor

DATED this ____ day of _____, ____.

DATED this ____ day of _____, ____.

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Michael Harrington
Naples City Attorney

Patrick Tanner
Attorney for Uintah School District

DATED this ____ day of _____, ____.

DATED this ____ day of _____, ____.



Item No. _____

MEMO TO: City Council		Subject: Purchase new Printer for City Office	
FROM: Administration			
Recommendation: Staff recommends Les Olsen BP-70C31. Most Value for your money with the newest model of machine. They have technicians in the area most of the time.		Date: August 19, 2024	
		Fiscal Impact: \$6,0000	
		Funding Source: '10-51-650 Budget \$7,000	
Background: 3 Bids:			
Xerox- C8145H2 - \$7,777.00			
Northeastern Office Supply- BP-50C26 - \$6,655.00			
Les Olsen – BP-70C31 - \$5,872.81			
Attachments:			
Recommended Motion:			

Purchase Agreement



Customer: CITY OF NAPLES

BillTo: CITY OF NAPLES
1420 E 2850 S
NAPLES, UT 84078

Install: CITY OF NAPLES
1420 E 2850 S
NAPLES, UT 84078

Tax ID#:

Negotiated Contract : 072812700

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Booklet Mk-2/3 Hp - 1 Line Fax - Wireless Kit	Purchase Price: \$7,305.00 Customer Ed: \$312.00 Analyst Services: \$160.00	- Xerox 7845PT S/N MX4321581 Trade-In	6/11/2024
Total Purchase Amount		\$7,777.00 (Excluding Applicable Taxes)		

Maintenance Pricing

Item	Monthly Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$0.00	1: Black and White Impressions 2: Color Impressions	All Prints All Prints	\$0.0061 \$0.0450	- Term: 60 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$0.00	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Sawhney Agent Tel (833)971-1444 For information on your Xerox Account, go to www.xerox.com/AccountManagement
Signer: Nikki Kay	Phone: (435)789-9090	
Signature: _____	Date: _____	

CUSTOMER – NAPLES CITY
VENDOR – NORTHEASTERN UTAH OFFICE SUPPLY
P.O.C. TONY – VERNAL UTAH
(435) 789-1782, FAX (435) 789-1134
LAST UPDATE: 05/31/2024
EMAIL: Northeasternofficesupply@gmail.com

SHARP BP-50C26 COLOR COPIER

QTY	MFG	DESCRIPTION - PURCHASE	PURCHASE PRICE
1	SHARP	SHARP BP-50C26 COLOR COPIER	\$6,655.00
		2 TRAY, 500 SHEET PAPER TRAY 8.5X11, 8.5X14, 11X17	
		COPY, PRINT, SCAN, 26 PAGES PER MINUTE	
		FAX EXPANSION UNIT	
1		50-SHEET STAPLE INNER FINISHER	

\$6,655.00
TAX \$0.00
TOTAL \$6,655.00

Please review the below quote and use buttons Deny or Accept.

Use   to accept or deny the line Items. Then use **Recalculate Total** to see the final Price.
Then scroll to the button to finalize the Quote.



Sales Order # 652864

Customer # Converted Lead

Sales Rep: Jason Olson

Order Date: Sep 30, 2024

S.O. Expiration Date: Dec 31, 2024

Sold To

Naples City
84078

Attn: Gwen Harrison
gharrison@naples.utah.gov
4357899090

Sharp NASPO ValuePoint State of Utah Contract #PA4464

Equipment Group 1

1420 E. 2850 S Naples, Ut 84078

Description	Qty	Unit Price	Extended Price	
1. BP-70C31 - Sharp Color Copier # 31 pages-per-minute Color Sharp Multi-function System	1	\$4,428.35	\$3,928.35	
2. BP-DE14 - Stand/3 X 550 Paper Deck (50C26-70M65)# Stand/3 X 550 Paper Feed Desk Unit	1	\$922.20	\$558.82	
3. BP-FN11 - Finisher (50C26-70M55) # Sharp Finisher (50C26-70C45) #	1	\$1,171.30	\$588.24	
4. BP-TR12 - Exit Tray (50C26-70M65) Exit Tray (BP50C26-BP70C45)	1	\$95.40	\$95.40	
5. BP-FX11 - Sharp Fax # Fax Module	1	\$795.00	\$395.00	
6. 15 Amp Surge Suppressor	1	\$117.00	\$117.00	
7. IT Open Market IT Open Market on-Site Network Installation (2 Hours)	2	\$95.00	\$190.00	
Service Platinum B/W Service (NASPO) Term: 60 Service Frequency: Monthly Monthly Base Pages: Actual Usage Month Base Charges: 0.0089 Platinum Color Service (NASPO) Term: 60 Service Frequency: Monthly Monthly Base Pages: Actual Usage Month Base Charges: 0.0524				

SERVICE MINIMUM

\$null Monthly Minimum

Expenses Summary

Description	Amount
Equipment Group 1	\$5,872.81
Total:	\$5,872.81

Purchase Type	Purchase Option	Total Customer Discount	Subtotal
Cash	Net 30	\$ 1,846.44	\$ 5,872.81 (plus applicable taxes)

Recalculate Total

- ☐ I accept the Terms & Conditions (click [HERE](#) to view)
- ☐ I consent to the use of electronic signature

Accepted By:

Date:

PO:

Sign:

Clear

Title:

Initials:

Accept Quote