



City of Naples

Naples City Council Meeting Agenda

May 22, 2025 - 7:30 p.m.

1420 East 2850 South
Naples, UT 84078

Opening Ceremonies

1. Approval of Agenda
2. Approval of Minutes - May 8, 2025 Regular Council Meeting
3. Any Follow Up Matters from May 8, 2025
4. Approval of Bills
5. Business License Approval - Amazon.com Services LLC - 1267 E Amelia Earhart Drive
6. ATV Jamboree Report and Request for Sponsorship
7. Approve Election Services Agreement
8. Approve Resolution 25-364 Interlocal Agreement for Prosecution Services - Chief Simper
9. Explanation of NOVA Program - Chief Simper
10. Other Matters or Future Council Matters
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

May 8, 2025

Minutes

The regularly scheduled meeting of the Naples City Council was held May 8, 2025, 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, Kenneth Reynolds and Andrew Bentley.

COUNCIL MEMBERS ATTENDING

Others attending were Nathan Simper, Szeth Simmons, Ryan Cook and Micheal Davis.

OTHERS ATTENDING

Mayor Dean Baker welcomed everyone and called the meeting to order. Mayor Baker began the meeting with the pledge of allegiance and Kenneth Reynolds offered the invocation.

OPENING CEREMONY

Mayor Baker presented the agenda for approval. Ross Morton **moved** to approve the agenda as presented. 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 April 24, 2025 were presented for approval. Robert Hall **moved** to approve the minutes. Andrew Bentley **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.

FOLLOW UP ITEMS FROM PREVIOUS MEETING

Micheal Davis presented the bills in the amount of \$31,013.35. Andrew Bentley **moved** to approve payment of the bills. 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
Kenneth Reynolds	Aye
Andrew Bentley	Aye

A business license application was received from Jenny Brailsford for a home occupation license located at 1049 South 2000 East. Mayor Baker noted the business has moved from Vernal City to Naples, the sales tax number was included and the application was attached. Micheal stated the owner does custom embroidery as a side business. Ross Morton **moved** to approve the business license contingent upon proof of address change with the State for the sale tax number. Robert Hall **seconded** the motion. The motion passed with all voting in favor of the motion.

***BUSINESS LICENSE
APPROVAL***

A business license application was received from Stoddard Legal Services for a home occupation business located at 795 Joshua Street. Micheal explained Mr. Stoddard will be offering legal services and this will be a home office. Andrew Bentley **moved** to approve the business license for Stoddard Legal Services. Dan Olsen **seconded** the motion. The motion passed with all voting aye.

Micheal Davis presented the FY 2025/2026 budgets for tentative approval. Micheal stated the tentative budget will be available for public inspection and the City will need to hold a public hearing to receive input on the budget. Micheal stated the first council meeting in June would be a good date for the public hearing and then Council could adopt the final budget at the second meeting. It was noted that June 12, 2025 would be the date for the public hearing. Dan Olsen **moved** to adopt the tentative budget and to set a public hearing date for June 12, 2025 at 7:30 p.m. Andrew Bentley **seconded** the motion. The motion passed with the following roll call:

***APPROVE TENTATIVE
BUDGET FOR FY
2025/2026 AND SET
PUBLIC HEARING DATE***

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

Council members discussed a date to hold a budget workshop meeting. Mayor Baker stated they have normally held them on a Monday night. Dates were discussed to hold the meeting. It was decided to hold the meeting June 9, 2025 at 6:00 p.m.

***OTHER MATTERS OR
FUTURE COUNCIL
MATTERS***

Council members received an invitation from Vernal Chamber of Commerce for their annual Gala & Business Awards on

Wednesday, May 14, 2025 at 6:00. There was a discussion about who would attend. The City received four tickets for the event and Mayor Baker stated he would try and be there and Councilman Bentley was a maybe. After some discussion it was decided that Ryan Cook and Szeth Simmons would take the tickets.

With no other business before the Council, Robert Hall **moved** to adjourn the meeting at 7:50 p.m. Kenneth Reynolds **seconded** the motion. The meeting was adjourned by all voting in favor of the motion.

MOTION TO ADJOURN

APPROVED BY COUNCIL ON THE 22nd DAY OF MAY 2025

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
10-22250 WORKMENS COMPE	1084	Utah Local Gov't Ins. Trust	Workers Comp	1619033	05/02/2025	481.63
10-22500 HEALTH INSURANCE	410	HealthEquity, Inc.	HSA Payments	YVF0DZ7	05/13/2025	21.00
10-22500 HEALTH INSURANCE	740	Public Employees Health Prog	Health & Dental Insurance	0124159685	05/20/2025	19,858.30
Total :						20,360.93
10-42-311 PUBLIC DEFENDER	843	Sam, Reynolds & Van Oostendorp	Court appointed counsel	12796	05/02/2025	260.00
Total JUSTICE COURT:						260.00
10-43-250 VEHICLE MAINTENA	1210	Zion's First National Bank	Carwashes	24275393YS66	05/06/2025	29.00
Total CITY ADMINISTRATOR:						29.00
10-45-210 BOOKS, SUBSCRIPTI	1110	Utah State Lt. Governor's Office	Entity Registrations	1110-0524BLD	05/12/2025	25.00
10-45-210 BOOKS, SUBSCRIPTI	1110	Utah State Lt. Governor's Office	Entity Registrations	1110-0524NC	05/12/2025	25.00
Total RECORDER:						50.00
10-49-512 PROPERTY INSURA	1084	Utah Local Gov't Ins. Trust	Auto Insurance	1619032	05/02/2025	122.48
Total LIABILITY INSURANCE:						122.48
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3687	05/06/2025	225.00
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3691	05/12/2025	225.00
10-50-271 UTILITIES - CITY HAL	622	Mt. Olympus Waters	Equipment Rental	102094540509	05/09/2025	27.98
10-50-271 UTILITIES - CITY HAL	1099	Rocky Mountain Power	Monthly Electric Service 6108154	1546-0031-042	05/05/2025	11.11
10-50-271 UTILITIES - CITY HAL	1099	Rocky Mountain Power	Monthly Electric Service 6115952	9526-0425	05/05/2025	128.90
10-50-271 UTILITIES - CITY HAL	1107	Utah Department of Technology	Email accounts	2510R1250000	04/30/2025	171.08
10-50-271 UTILITIES - CITY HAL	1168	West End Cleaners, Inc.	Traffic rug for offices	57726	05/01/2025	103.95
Total GENERAL GOVERNMENT BUILDINGS:						893.02
10-51-245 COMPUTER SUPPO	1210	Zion's First National Bank	Town Webb- Hosting Website	8913	05/01/2025	823.00
10-51-250 EQUIPMENT, SUPPLI	902	Staples	Poly folders	7657792064	05/15/2025	14.45

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total SUPPLIES/EQUIPMENT:						837.45
10-54-140 OFFICER WELLNESS	325	Empowering Minds PLLC	Counseling Session	588032-0016	05/07/2025	23.80
10-54-140 OFFICER WELLNESS	325	Empowering Minds PLLC	Counseling Session	588032-0017	05/07/2025	21.71
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	006872	05/06/2025	19.77
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	018759	05/18/2025	10.38
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	030983	04/30/2025	31.73
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	0499	04/20/2025	10.73
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	078434	05/11/2025	10.09
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	1/A-320790	05/07/2025	18.38
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	1/A-321589	05/19/2025	11.02
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	139	05/12/2025	24.63
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	148	04/21/2025	25.00
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	1734	05/14/2025	16.59
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	192	05/01/2025	8.28
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	195670767	05/15/2025	23.35
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	20018	05/06/2025	22.27
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	201-3	04/22/2025	19.16
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	231/1	05/13/2025	33.20
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	244273340M83	05/08/2025	13.02
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	244273341LM7	05/08/2025	6.70
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	2454045400W	05/07/2025	21.78
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	24692163R2X	04/29/2025	22.54
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	24733093H1K1	04/22/2025	15.85
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	24793383T03P	05/01/2025	6.71
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	24793384703K	05/15/2025	11.79
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	24943003K5LL	04/24/2025	14.49
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	300007	05/05/2025	26.51
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	3032	04/21/2025	18.06

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	3089	04/30/2025	14.17
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	310/1	04/28/2025	28.42
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	310464	05/18/2025	10.38
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	3145	05/12/2025	12.97
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	395	04/23/2025	15.14
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	4479	05/14/2025	8.34
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	685809	04/23/2025	25.50
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	AAAWRMWJA	04/23/2025	19.05
10-54-230 TRAVEL & PER DIEM	1210	Zion's First National Bank	Dawson post meals	SONIC428	04/28/2025	7.57
10-54-240 OFFICE SUPPLIES &	1210	Zion's First National Bank	Adobe- Annual subscription	1210-ADOBE2	05/20/2025	239.88
10-54-249 EQUIPMENT/PURCH	1210	Zion's First National Bank	HD External drive	112-2225496-1	04/30/2025	69.99
10-54-249 EQUIPMENT/PURCH	1210	Zion's First National Bank	Amazon- Charging Cables	112-5842915-7	04/28/2025	9.99
10-54-251 FUEL & OIL	277	Dan's Tire Service	Rotation & Balance 5602	330478	05/14/2025	38.00
10-54-251 FUEL & OIL	808	Rocky Mountain Lube & Muffler	Oil change 8489, Oil change 5602	646168	05/02/2025	127.40
10-54-251 FUEL & OIL	808	Rocky Mountain Lube & Muffler	Oil change 5610	646272	05/07/2025	86.65
10-54-251 FUEL & OIL	808	Rocky Mountain Lube & Muffler	Oil change 5602	646569	05/14/2025	70.70
10-54-251 FUEL & OIL	958	Main Street Auto	Wiper blades 5643	290835	05/14/2025	46.98
10-54-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2510E00907	05/02/2025	1,931.50
10-54-271 UTILITIES-POLICE	1099	Rocky Mountain Power	Monthly Electric Service 61118576	8576-0425	05/05/2025	171.05
10-54-330 EDUCATION AND TR	662	N.O.V.A. Principles	Instructor class	2289	05/15/2025	1,000.00
10-54-330 EDUCATION AND TR	662	N.O.V.A. Principles	Instructor kit	2289	05/15/2025	1,000.00
10-54-334 K-9 EXPENSES & EQ	627	Papa's Dino Express	Dog washes	627-0425DW	05/07/2025	15.00
Total POLICE DEPARTMENT:						5,436.22
10-55-610 ULGT SAFETY PROG	283	Davis Food & Drug	Staff luncheon	273945	05/14/2025	134.54
10-55-610 ULGT SAFETY PROG	1210	Zion's First National Bank	Davis- Employee lunch	014453	05/14/2025	6.62
Total EMERGENCY PREPARDNESS:						141.16
10-58-241 LICENSES & PERMIT	1014	Uintah Fire Suppression SSD	Commercial Fire Review- Project	179	05/07/2025	100.00
10-58-610 MISCELLANEOUS S	1210	Zion's First National Bank	Lunch- Dale's B-day	47	04/30/2025	42.99

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total BUILDING INSPECTOR:						142.99
10-60-116 SEASONAL LABOR	324	Elwood Staffing Services, Inc.	Seasonal labor Dominic	3420693	05/07/2025	818.42
10-60-245 BLDG SUPPLIES &	532	Legacy Industrial Supply, Inc	Drill bits	050920254	05/09/2025	562.14
10-60-245 BLDG SUPPLIES &	587	MF Landscape & Construction	Water Pallet	3687	05/06/2025	215.00
10-60-245 BLDG SUPPLIES &	1210	Zion's First National Bank	Walmart- CDL hands free	2000130-41911	04/30/2025	105.88
10-60-250 EQUIPMENT, MAINT	958	Main Street Auto	Air saw	288004	04/23/2025	126.99
10-60-250 EQUIPMENT, MAINT	958	Main Street Auto	Fuse	288048	04/23/2025	2.69
10-60-250 EQUIPMENT, MAINT	1147	Vernal Winnelson Company	Tape	550669-01	04/30/2025	30.28
10-60-250 EQUIPMENT, MAINT	1147	Vernal Winnelson Company	Blades	550918-01	05/05/2025	245.76
10-60-250 EQUIPMENT, MAINT	1210	Zion's First National Bank	Amazon- Delphi Connectors	111-1110900-1	04/28/2025	22.53
10-60-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2510E00907	05/02/2025	1,295.52
10-60-262 "C" ROAD MAINTENA	445	Intermountain Concrete Company	Sand	160508	05/06/2025	132.72
10-60-265 SNOW REMOVAL	777	Redmond Minerals, Inc.	Salt	464574	05/08/2025	1,108.90
10-60-265 SNOW REMOVAL	856	Searle Trucking, LLC	Hauling of salt	856-0525	05/12/2025	5,623.76
10-60-274 TOOLS & SUPPLIES	1147	Vernal Winnelson Company	Fish tape	551644-01	05/16/2025	124.94
10-60-277 LANDFILL CHARGE	1003	Uintah County	Landfill tickets	CA1500	05/12/2025	200.00
10-60-470 PPE / SAFETY CLOT	341	Fastenal Company	Safety glasses & gloves	UTVER112307	05/16/2025	42.98
10-60-500 YEARLY SEAL COAT	958	Main Street Auto	Trailer Connector Lights	288275	04/24/2025	54.56
Total STREETS:						10,713.07
10-68-272 REPAIRS - STREET L	958	Main Street Auto	School light batteries	290869	05/15/2025	1,274.76
Total STREET LIGHTS:						1,274.76
10-70-272 PARK IRRIGATION E	35	Arrowhead Welding and Oilfield S	Polypipe & Welder etc	23966	04/30/2025	2,576.00
10-70-272 PARK IRRIGATION E	448	Intermountain Farmers Assoc.	8" pipe fittings	1022516042	05/01/2025	181.47
10-70-272 PARK IRRIGATION E	448	Intermountain Farmers Assoc.	Air vent, etc	1022546309	05/05/2025	23.33
10-70-272 PARK IRRIGATION E	448	Intermountain Farmers Assoc.	PVC Elbow coupler	1022550377	05/05/2025	95.58
10-70-272 PARK IRRIGATION E	448	Intermountain Farmers Assoc.	PVC Elbow	1022551759	05/05/2025	55.99
10-70-272 PARK IRRIGATION E	564	Main Canyon Ranch	Vactruck on vlave	2393	04/16/2025	185.00

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-70-272 PARK IRRIGATION E	587	MF Landscape & Construction	Trackhoe & labor	3689	05/05/2025	3,295.00
10-70-272 PARK IRRIGATION E	606	Mountainland Supply Company	PVC Parts etc	S106961081.0	05/07/2025	1,167.61
10-70-272 PARK IRRIGATION E	979	Turner Lumber, Inc.	Concrete Mix	52812/1	05/05/2025	95.40
10-70-272 PARK IRRIGATION E	1210	Zion's First National Bank	Cable & parts to pull pipe	01429869	04/30/2025	129.84
10-70-272 PARK IRRIGATION E	1210	Zion's First National Bank	Poly welder	168438549000	05/01/2025	380.08
10-70-282 ROADSIDE PARK MA	448	Intermountain Farmers Assoc.	Grass seed	1022567699	05/08/2025	156.97
10-70-282 ROADSIDE PARK MA	587	MF Landscape & Construction	Repaint Dinosaur	3688	05/06/2025	3,060.00
10-70-282 ROADSIDE PARK MA	1147	Vernal Winnelson Company	Pipe & glue fitting	551322-01	05/12/2025	18.57
Total BUILDING & GROUNDS:						11,420.84
Grand Totals:						51,681.92

Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

BUSINESS LICENSE APPLICATION



CITY OF NAPLES
BUSINESS LICENSE APPLICATION
1420 East 2850 South
Naples, UT 84078
p. 435.789.9090 f.435.789.9458

Organization Type: ☐ Sole Proprietor ☐ Partnership ☒ LLC ☒ Corporation ☐ Business Status: ☒ New ☐ Location Change ☐ Name Change ☐ Ownership Change Nature of Business: ☐ Contractor ☐ Services ☐ Oilfield ☒ Retail/Wholesale ☐ Home Occupation ☐ Other: _____ Warehouse		Is Business Name Registered with the State ☒ Yes ☐ No Federal Tax ID#/SS# <u>82-0544687</u> Utah Sales Tax # <u>14474835-004-STC</u> State License # & Type (if applicable) _____	
Business Name: Amazon.com Services LLC		DBA: _____	
Business Address: <u>1267 E Amelia Earhart Drive</u> 1424 E Highway 40		City: Naples	Zip 84078
Business Telephone: 206-266-1000	After Hours Emergency Contact: Global Security Operations		Phone: 877-420-2966
Mailing Address: (If Different) PO Box 80037		City, State and Zip Seattle WA 98108-0037	
Description of Business Activities: Warehouse, that receives parcels from a local fulfilment center parcels are sorted and scheduled for third party pickup and delivery.			# of employees 20
Owners Name: Amazon.com Sales, Inc.		Home Address: _____ Home Phone: _____	
Owners Driver License #/Work ID # _____		Owners Date of Birth _____ US Citizen ☒ Yes ☐ No	
Managers Name: (If Applicable) _____		Managers Home Address: _____ Phone: _____	
Fee Amount Base Fee _____ \$ _____ Employees <u> </u> x \$3.00 _____ Initial Inspection Fee _____ Beer License/Class _____ Other _____ Total Fees \$ _____		***** OFFICIAL USE ONLY ***** <i>Club Pit</i> Approved by Building/Fire _____ Date <u>5-13-25</u> Approved by Council _____ Date _____ B/L # _____ Date Paid _____ Amt Received _____ Receipt # _____ Received By _____ Check # _____	

The foregoing information is correct to the best of my knowledge. I am aware that this applications does not constitute approve to operate a business until approved by Naples City and a license has been issued. I hereby agree to conduct said business strictly in accordance with the law and ordinances covering such businesses, and that no other type of business will be conducted other than what has been stated above, and swear under penalty of law that the information contained herein is true.

Jacqueline Geneman
Signature of Owner/Applicant

4/2/2025

Date

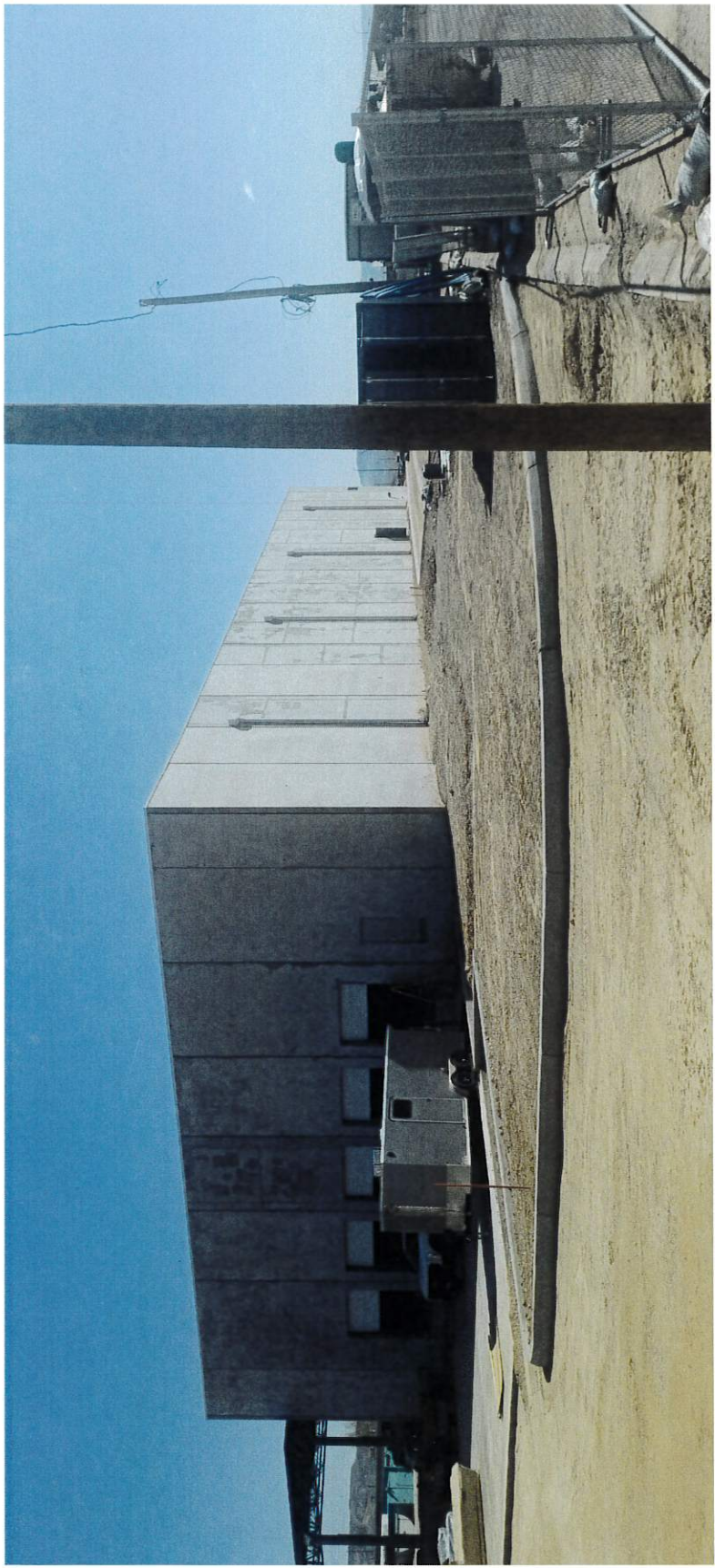
Jacqueline Geneman, Busienss License Manager Phone 206-922-5450 • Email businesslicenses@amazon.com
Please Print Name Title

If applicable please provide a "Site Specific Plan" and emergency contact information.



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: Amazon.com Services LLC 1267 E Amelia Earhart Circle Naples, Utah 84078	
<u>Recommendation:</u> <i>Approve, The Business License for;</i> <i>Amazon.com Services LLC</i> <i>1267 E Amelia Earhart Circle</i> <i>Naples, Utah 84078</i> <i>To operate their distribution center at 1267 E</i> <i>Amelia Earhart Circle which will serve the Uintah</i> <i>Basin residents and other surrounding areas.</i>	<u>Date:</u> April 21, 2025	
		Zone: (I-1) Industrial 1 zone
		02-28-004 Permitted Uses: Distribution services which were approved by the Naples Planning commission and the city council.
Conditions:		
<u>Attachments:</u> • Pictures		

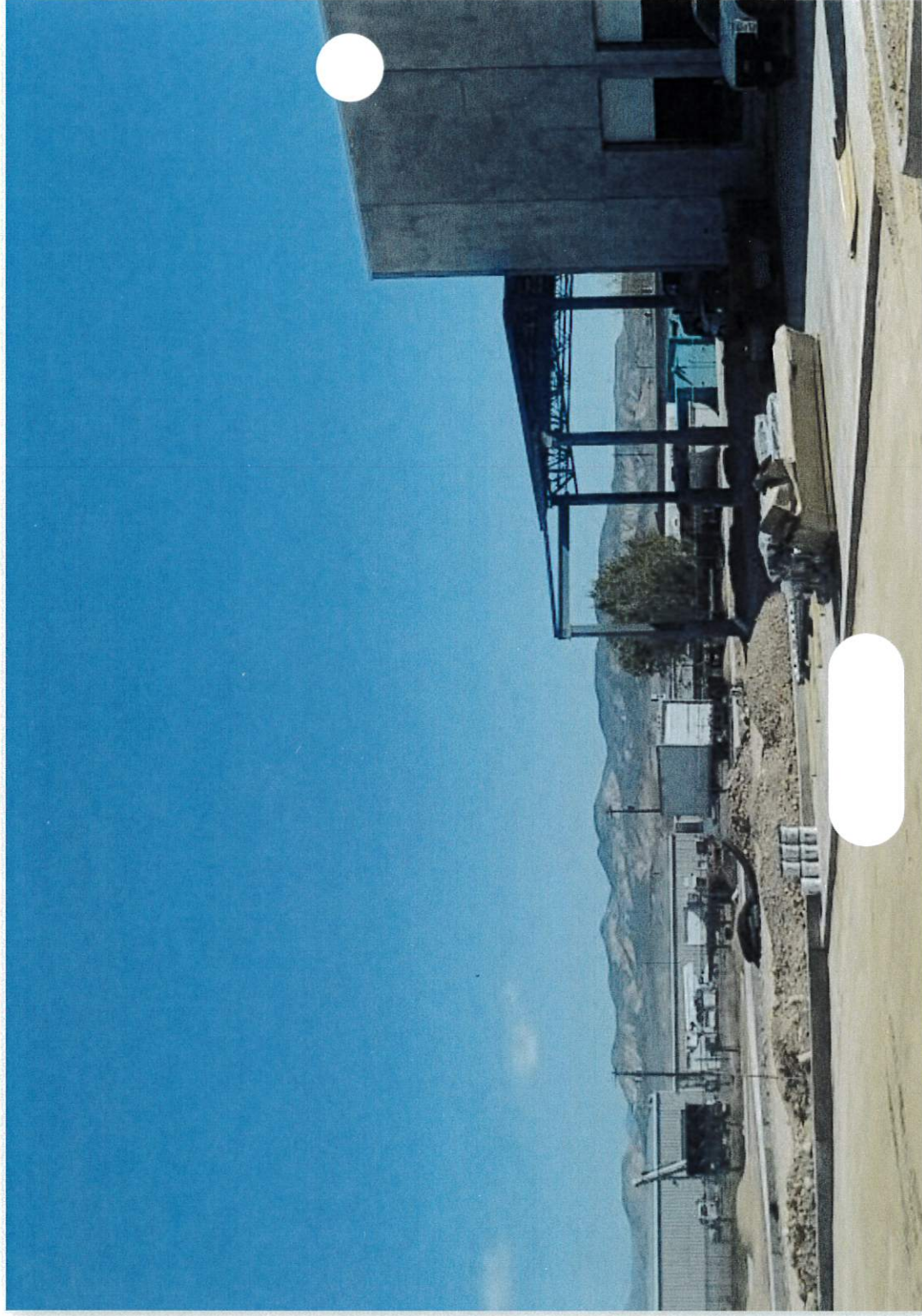






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Budget 2025		Budget 2025	
10-59-223		10-59-224	
<i>Community Events</i>		Public Relations ✓	
Dinosaur Round-Up Rodeo	\$ 2,000.00	Christmas Lightning	\$ 1,000.00
Uintah Basin Jr. Livestock Show	\$ 400.00	Sponsor Banners	\$ 1,000.00
ATV Jam	\$ 800.00		\$ -
Diamond Mountain Speedway	\$ 400.00		\$ -
UHS Grad Night	\$ 400.00		\$ -
Uintah Rec District/Mayors Walk	\$ 400.00		\$ -
XRQ Radio/Easter Egg Hunt	\$ 400.00	Employee Appreciation ✕	\$ 3,500.00
PTA \$ 700	\$ 400.00		
Misc	\$ 800.00 16,000	Misc	\$ 1,000.00
TOTAL:	<u>\$ 6,000.00</u>	TOTAL:	<u>\$ 6,500.00</u>

Budget 2025		Budget 2025	
10-59-225			
<i>Jul-24</i>			
Fireworks	\$ 14,000.00		
Entertainment	\$ 6,000.00		
Stage	\$ 3,000.00		
Bouncing Houses	\$ 2,000.00		
Supplies	\$ 2,000.00		
TOTAL:	<u>\$ 27,000.00</u>	TOTAL:	<u>\$ -</u>

Period 07/24 (07/31/2024) - 05/25 (05/31/2025)

May 20, 2025 11:48AM

Report Criteria:

Actual amounts

All accounts

Account.Account number = "1059223"

Journal	Date	Reference Number	Payee or Description	Debit Amount	Credit Amount	Balance
10-59-223 COMMUNITY EVENTS FUNDING						
			07/01/2024 (00/24) Balance	.00 *	.00 *	.00
AP	07/09/2024	52	Dinosaur Roundup Rodeo	2,000.00		
			07/31/2024 (07/24) Period Totals and Balance	2,000.00 *	.00 *	2,000.00
AP	09/17/2024	103	Naples Elementary PTA	700.00		
			09/30/2024 (09/24) Period Totals and Balance	700.00 *	.00 *	2,700.00
AP	09/30/2024	17	Zion's First National Bank	329.94		
			10/31/2024 (10/24) Period Totals and Balance	329.94 *	.00 *	3,029.94
AP	02/11/2025	32	Disabled Outdoorsmen Utah	500.00		
AP	02/13/2025	13	Channel X94	400.00		
AP	02/13/2025	31	Diamond Mountain Speedway, LLC	400.00		
			02/28/2025 (02/25) Period Totals and Balance	1,300.00 *	.00 *	4,329.94
AP	03/11/2025	5	Uintah Grad Night	400.00		
AP	03/25/2025	2	Uintah Basin Jr. Livestock Show	400.00		
			03/31/2025 (03/25) Period Totals and Balance	800.00 *	.00 *	5,129.94
			05/31/2025 (05/25) Period Totals and Balance	.00 *	.00 *	5,129.94
YTD Encumbrance .00 YTD Actual 5,129.94 Total 5,129.94 YTD Budget 6,800.00 Unexpended 1,670.06						

Number of transactions: 8 Number of accounts: 1

Debit

Credit

Proof

Total GENERAL FUND:

5,129.94

.00

5,129.94

Number of transactions: 8 Number of accounts: 1

Debit

Credit

Proof

Grand Totals:

5,129.94

.00

5,129.94

Report Criteria:

Actual amounts

All accounts

Account.Account number = "1059223"

AGREEMENT

This Agreement is made and entered into this 22 day of may, 2025 by and between UINTAH COUNTY, a body politic of the State of Utah, hereinafter referred to as "County," and NAPLES CITY, of the State of Utah, hereinafter referred to as "City". County and City may collectively be referred to as "Parties".

WITNESSETH:

WHEREAS, pursuant to Section 20A-1-202, *Utah Code Ann.* (1953) as amended, and Section 10-3-201, *Utah Code Ann.* (1953), City is authorized and required to hold elections in each odd-numbered year; and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its August Primary (if applicable) and General Election in 2025 upon the following terms and conditions; and

WHEREAS, the parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement:

NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:

1. County agrees to provide to City for the August Primary (if applicable) and General Election in 2025, the following:
 - a. Provide and act as the Chief Election Officer and assume all duties and responsibilities as outlined by law conducting a by mail election.
 - b. Provide electronic ballot files for Optical Scan Ballots printing.
 - c. Provide Information System assistance which includes, but is not necessarily limited to election programming, tabulation, programmers and technicians.
 - d. Provide Signature Verification and Recording of Vote History.
 - e. Provide preparation and personnel for the public demonstration of the tabulation equipment if necessary.
 - f. Publish legal notices which include, but are not necessarily limited to polling locations, ballots and public demonstration.
 - g. Arrange and conduct election canvass for county-wide propositions.
 - h. If required, in cooperation with the District, conduct an election audit.

2. City agrees to do the following:
 - a. Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
 - b. Proof and approve the accuracy of the printed ballot formats.
 - c. Prepare candidate certificates.
 - d. Provide County with all address correction information.
 - e. Perform all other election related duties and responsibilities not outlined in this agreement.
 - f. Conduct canvass of election.
3. Both parties agree to conduct the election by mail according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the State.
4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment shall be made within thirty (30) days of receiving the invoice prepared by the County. Costs are per election.
5. This Agreement shall be effective as of the date of execution by all parties.
6. This Agreement shall continue in effect until December 1, 2025.
7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.
8. Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. Seq.). Nothing in this contract shall be construed as a waiver by either or both parties of any rights, limits, protections, or defenses provided by the act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

EXHIBIT A

Entity	# Active Voters 1/1/2025	\$2.25	TOTAL	in conjunction with other entities		GRAND TOTAL WITH SHARED
AVWSID	8518	\$2.25	\$19,166	shared with VC	710	\$17,154.50
				shared with Naples	1301	\$1,301.00
Ballard City	548	\$2.25	\$1,233	shared with ballard water	522	\$711.00
Ballard Water	609	\$2.25	\$1,370	shared with ballard city	522	\$848.25
Jensen Water	823	\$2.25	\$1,852			
Johnson Water	73	\$2.25	\$164			
Maeser Water	2385	\$2.25	\$5,366			
Naples City	1306	\$2.25	\$2,939	shared with AVWSID	1301	\$1,637.50
Ouray Park	129	\$2.25	\$290			
Tridell Lapoint	770	\$2.25	\$1,733			
Vernal City	4463	\$2.25	\$10,042	shared with AVWSID	710	\$9,331.75

INTERLOCAL AGREEMENT FOR MUNICIPAL PROSECUTORIAL LEGAL SERVICES

This Interlocal Agreement for Prosecutorial Services starts on January 1, 2025 and ends on December 31, 2029 (this "Agreement") is made and entered into by and between Naples City, a municipal corporation of the State of Utah (herein after "Naples") and Uintah County, a political subdivision of the State of Utah (hereinafter "County"), collectively may be referred to as "Parties."

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 this Agreement for legal services; and

WHEREAS, the Parties had previously entered into a similar Agreement which has now expired; and

WHEREAS, the Parties desire to enter into this Agreement for prosecutorial services under the terms and provisions of this Agreement; and

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

1. Effective Date of This Agreement. The effective date of this Agreement shall be the earliest date after all of the following are completed (the "Effective Date"):
 - a. This Agreement is approved by the legislative body of County through a resolution, and filed with the keeper of the records for County.
 - b. This Agreement is approved by the legislative body of Naples through a resolution and filed with the keeper of the records for Naples.
2. Scope of Service to be Provided. County, through its County Attorney's Office, for the duration of this Agreement, agrees to provide prosecutorial legal services for Naples. County will also submit any Statistics and data, as required by state agencies, to be filed with applicable state agencies including all required information and reports.
3. Conflicts. The Uintah County Attorney's Office will handle any conflicts per its policies and practices.
4. Indigent Defense. Naples shall be responsible for the costs and expenses, of providing for indigent defense services as required by law for cases arising within each entities' territorial jurisdiction.

5. Compensation. Naples will pay County a total of Forty Thousand Dollars (\$40,000) annually as compensation for the services provided herein. Payment will be made in two equal installments on June 1 and December 31 of each year of this Agreement..
6. Reports. If prosecutor reports are requested by the State or another authorized party concerning the Justice Court they will be provided by County.
7. Term & Termination.
 - a. This Agreement shall continue in effect for five (5) years or until terminated by:
 - I. Any material breach of this Agreement; and
 - II. After the nonbreaching party provides the breaching party with a written notice to cure the material breach within thirty (30) business days after receiving the written notice to cure the material breach and the breaching party fails to timely cure the material breach;
 - b. Upon separation or dissolution of this Agreement, the parties' records will be returned to the respective party.
8. Resolutions of Approval. This Agreement is conditioned upon approval and adoption by Resolution of the legislative body of each party in accordance with Utah Code Ann. 11-13-202.5
9. Attorney Opinions. This Agreement is conditioned upon the signed approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with Utah Code Ann.11-13-202.5.
10. Filing of Agreement. This Agreement shall be filed with the keeper of records for all parties listed at the beginning of this agreement in accordance with Utah Code Ann. 11-13-209.
11. Authorization. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully authorized to execute this Agreement on behalf of the parties.
12. Notice. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

Uintah: Uintah County Clerk-Auditor
Attn: Clerk-Auditor
152 E IOON
Vernal, Utah 84078

Naples: Naples City
Attn: City Manager
1420 E. 2850 S
Naples, Utah 84078

Positions and addresses above may be substituted by either party at any time by written notice to the other party.

13. No Separate Legal Entity. No separate legal entity is created by this Agreement.
14. Benefits. The parties acknowledge, understand, and agree that the parties and their respective representatives, agents' contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.
15. Waivers or Modification. 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. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification or any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
16. Relationship of the parties. 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, or 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, liability's, debts or obligation of the other party. The 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 party(ies), or to bind the other party(ies) in any manner.
17. Binding Effect: Entire Agreement. Amendment. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, assigns, offices, directors, employees, agents, representatives, subrogates and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes, and, or represent the entire Agreement and understanding between the parties with respect to the subject matter herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the parties.
18. Enforcement of Agreement. The parties hereto shall be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Agreement. In the event that any party breaches this Agreement, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any

remedies under, this Agreement, including, but not limited to, reasonable attorneys' fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).

19. Choice of Law Jurisdiction' Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter formation or validity (including non-contractual matters, disputes and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah. The parties irrevocably agree that the courts located in Uintah County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.
20. Severability. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction 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 in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
21. Rights and Remedies Cumulative. The rights and remedies of the parties under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
22. No Third-Party Beneficiaries. 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 by applicable statute, no creditor of other third party shall have any rights under this Agreement.
23. Time of Essence. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the parties agree to comply with all such times.
24. Execution of Additional Documents. 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 and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties.
25. Counterparts. 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.