



## *City of Naples*

Naples City Council Meeting Agenda  
April 28, 2016 - 7:30 p.m.  
1420 East 2850 South  
Naples, UT 84078

### Opening Ceremonies

1. Approval of Agenda
2. Approval of Minutes - April 14, 2016 Regular Council Meeting
3. Approval of Minutes - April 11, 2016 Emergency Meeting
4. Any follow up matters from meeting of April 14, 2016
5. Approval of Bills - Connie Patton
6. ATV Jamboree - Orlan Anderson
7. Utah Local Governments Trust Award
8. Legislative Update - Representative Scott Chew
9. Discussion on Proposal by Uintah County for Storm Water Master Plan
10. Ratify Travel - UGFOA Conference
11. Travel Approval - Child Abuse Symposium
12. Approve Expenditure for Road Signs
13. Discussion on Lease Agreement for Backhoe
14. Approve RFP Auditor Services Notice
15. Essay Contest for the Naples Fire Station
16. Discussion and Approval on Expenditures for Naples Fire Station Open Houses
17. Review Financial Reports/Budget Update
18. Other Matters/Future Council Matters  
Set Public Hearing to Open and Amend the Budget
19. Motion to Adjourn

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## Naples: City Council

**Entity:** Naples

**Body:** [City Council](#)

**Subject:** Business

**Notice Title:** Naples City Council

**Notice Type:** Meeting

**Event Start Date & Time:** April 28, 2016 7:30 PM

**Event End Date & Time:** April 28, 2016 9:00 PM

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### Notice of Electronic or telephone participation:

### Meeting Location:

1420 East 2850 South  
Naples , 84078

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### Contact Information:

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**Naples City Council**  
**April 14, 2016**  
**Minutes**

The regularly scheduled meeting of the Naples City Council was held April 14, 2016, 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, Gordon Kitchen, Dennis Long, Dan Olsen and Kenneth Reynolds.

***COUNCIL MEMBERS ATTENDING***

Others attending were Jim Harper, Zach Stubblefield, Troy Ostler, Joseph Christensen, Cynthia Shiner, Bill Stringer, Sierra Shiner, Tymaire H., Connie Patton, Mark Watkins, Joshua Bake and Nikki Kay.

***OTHERS ATTENDING***

At 7:30 p.m. Mayor Dean Baker welcomed everyone and called the meeting to order. Mayor Baker opened the meeting with the pledge of allegiance. Councilman Dennis Long offered the invocation.

***OPENING CEREMONY***

Mayor Baker presented the agenda for approval. Councilman Reynolds and Joshua Bake both said they had items under 'Other Matters.' Kenneth Reynolds **moved** to approve the agenda. Dennis Long **seconded** the motion. The motion passed with all those in attendance voting aye.

***AGENDA APPROVED***

Mayor Baker presented the minutes of March 24, 2016 for approval. Councilman Hall pointed out the omission of one word on page three. Dan Olsen **moved** to approve the minutes with the change. Robert Hall **seconded** the motion. The motion passed with all voting aye. Gordon Kitchen abstained.

***MINUTES APPROVED***

Mayor Baker asked if anyone had something they wanted to follow up on from the previous meeting. Councilman Long asked about the backhoe lease. Jim Harper said the city attorney looked over the contract and was okay with it. Jim said before they could begin the process they learned the company offering the lease was not able to renew their contract and he will have to wait until June to see if they can try again.

***FOLLOW UP ITEMS FROM PREVIOUS MEETING***

Council asked about the replacement of the mallets for the musical instruments at the park. Jim said they met with the Recreation District and they are going to take care of replacing those. Jim said it was going to be about \$750 to replace all of the mallets.

Joshua told the Council he will be meeting with Dennis Judd and Chief Watkins to work out any remaining issues with the jake brake ordinance. He told the Council the demo of the website should be available today and ready to go in about two weeks. He also reported on the progress of getting mats for the fire station pole.

Connie Patton presented the bills in the amount of \$35,162.26. Councilman Long questioned the bill for the plan review of the FedEx building. Joshua said on large projects it is called for by ordinance to have those reviewed by an engineer. There was also a question about the high cost for one of the fire station utilities. Councilman Kitchen thought the contractor should be paying for those during the construction phase of the building. Mayor Baker asked Joshua to check on that. Dan Olsen **moved** to approve the bills. Dennis Long **seconded** the motion. The motion passed with the following roll call vote:

Gordon Kitchen	Aye
Kenneth Reynolds	Aye
Dennis Long	Aye
Dan Olsen	Aye
Robert Hall	Aye

### ***APPROVAL OF THE BILLS***

A business license application from **Bigfoot Truck Services** located at 1381 South 1500 East was presented to Council for approval. Joshua Bake stated the business is in the correct zone and has been inspected by Dale Peterson who recommended approval of the license. Gordon Kitchen **moved** to approve the license for Bigfoot Truck Services. Robert Hall **seconded** the motion. The motion passed with all voting aye.

### ***BUSINESS LICENSE APPROVAL***

A business license application was received from Sean Robinson dba G.A.M. Convention. Joshua Bake said Mr. Robinson felt the last event they held at the Microtel Suites went very well and he wanted to hold another one in August. Joshua said the motel management approved allowing the use of their facility again. Dennis Long **moved** to approve

the license. Kenneth Reynolds **seconded** the motion. The motion passed with all voting in favor.

A business license application was received from Uintah Recreation for a special event at the park. The event will be on the weekend of the 22<sup>nd</sup> and 23<sup>rd</sup>. Councilman Kitchen questioned why they would need a license. Nikki Kay explained the event would include vendor booths where people would be selling items and so a special event business license is required. Gordon Kitchen **moved** to approve the license. Robert Hall **seconded** the motion. The motion passed with all voting aye.

Troy Ostler with CIVCO Engineering and Commissioner Stringer were in attendance to discuss the proposal Uintah County would like to make to the Community Impact Board (CIB) for funding to implement a Storm Water Master Plan. Mr. Ostler explained how the County hired their firm to update the storm water master plan and decide how to implement that plan. He said they took the 2008 master plan and updated it and determined to partnership with Vernal City and Naples City to go before the CIB to ask for funding in order to do the project. He said they came up with a method to determine the percentage of costs for each entity. Mayor Baker said each Council member has had time to think about the proposal and he wanted to know if there were any questions. Councilman Long wanted to know if the County was going to hold Naples City hostage if they decide not to do it. Commissioner Stringer said this was something that was an opportunity and if Naples City said "no" then the project would probably be a no. He said they might still want to look at the retention ponds in Coal Mine Basin because the source of most of the water comes from the west and north. He said it would help with some of the flooding problems. He said this is not intended to pressure Naples City. He said if you start pushing water downhill you really should start building from the bottom up. Commissioner Stringer said if everyone doesn't agree it probably won't get done. He said everyone agrees it is a very good project, but good projects at bad times are just that. He said responsibility is something we have to be aware of. He said it is a good water conservation project that has the potential to serve a good part of the valley. He said this can stay on the "to do" list for a project down the road. Commissioner Stringer said if Naples City decides not to do the project, they can still discuss the matter with Vernal City but they realize they can't push water down onto infrastructure

***DISCUSSION TO APPROVE  
PROPOSAL BY UINTAH  
COUNTY FOR STORM  
WATER MASTER PLAN***

beyond what can be handled. Councilman Long asked about the retention ponds. Commissioner Stringer said the retention of water above the flood areas is just meant to slow the flow of water. He said if they were flushing all the water down into the Naples area they would need it not to go rushing into the fields and gullies that are not improved. Mr. Ostler said the ponds are just to slow the water down and discharge it at a rate the infrastructure can handle. Councilman Kitchen said the retention ponds would impact the landowner. Mr. Ostler said that is correct. Mr. Ostler said the location of the retention ponds shown on the 2008 study are not necessarily where they will be due to the growth and development of the area. Mr. Ostler said 90% of the time the ponds would be dry except for the water that would normally continually pass through. Councilman Kitchen wanted to know if they have been in contact with GDA on the airport drainage. He recalls the engineers didn't plan on a 100-year storm. Mr. Ostler said that is true. Councilman Kitchen said everything that comes to Naples has to go under or over the airport. Mr. Ostler said that is where the retention ponds on the west side of the airport become critical. He said the airport followed the 2008 report but they only designed for a 25-year storm. He said instead of having dual 54" pipes they only have a single 54" pipe. He said that does cause a bottle neck on two of the drainage areas. Councilman Kitchen said if they move those to the west that would move them outside of Naples City boundaries. Councilman Hall said he doesn't have any questions about the plans because those will change but he did have a question about the finances. Joshua said this is a fantastic project but they are looking at three quarters of a million dollars over the next thirty years. Joshua feels it will be beneficial to meet with Vernal City and Uintah County on Monday so they can have everyone in the same room at the same time to discuss this. Joshua said with the substantial budget cuts they are looking at making the City could not guarantee payment on this project. He reiterated that it was a wonderful project but it comes down to whether or not the City can afford it. Councilman Kitchen said they talked about using money out of the highway tax but believes that money can only be used for impact to the road and that would be only \$315,000 of the project. He said \$14,000 would have to come out of general funds and thought that would be pretty expensive to put onto the residents for the next thirty years. Mayor Baker said the City would almost be better off doing their own road crossings at a cost of \$315,000. Councilman Kitchen said this project would come out of the County's general fund and

residents of Naples City pay property taxes that go into the County's general fund and it almost feels like double taxation. Joshua said they will post the meeting with the County and Vernal City in case they have more than two members. Mayor Baker said it would be good to have Council members there so they can have their questions answered. Mayor Baker said it would be good to have the additional two weeks to make this decision. Dan Olsen **moved** to table the discussion until the next meeting. Kenneth Reynolds **seconded** the motion. The motion passed with all voting aye.

Joshua presented a travel request to attend the ICSC Conference in Las Vegas. He said he realized this was not a good time to expend funds to travel but felt this would be a good time to attend this conference. He said the economic development director for the County has lined up some appointments for them and believed this would be a good opportunity to build some relationships. Dennis Long **moved** to approve the travel request. Dan Olsen **seconded** the motion. The motion passed as follows:

***TRAVEL APPROVAL***

Gordon Kitchen	Aye
Kenneth Reynolds	Aye
Dennis Long	Aye
Dan Olsen	Aye
Robert Hall	Aye

Joshua Bake presented a travel request on behalf of the police department for Kim Kay to attend a Crime Victims Conference in Midway. Dennis Long **moved** to approve the request. Kenneth Reynolds **seconded** the motion. The motion passed with the following roll call vote:

Robert Hall	Aye
Dan Olsen	Aye
Dennis Long	Aye
Kenneth Reynolds	Aye
Gordon Kitchen	Aye

Joshua Bake told the Council his computer has stopped working. He reported it will turn off and on and takes a long time to reboot. Joshua obtained a quote from Mitch Migliori to build a new one and said it would be about the same price to order one with the same specifications. Joshua requested \$1,000 to purchase one that could get him by for a couple of

***REQUEST TO PURCHASE  
NEW COMPUTER***

years. Robert Hall **moved** to approve up to \$1,600. Gordon Kitchen **seconded** the motion. The motion passed with the following roll call vote:

Robert Hall	Aye
Dan Olsen	Aye
Dennis Long	Aye
Kenneth Reynolds	Aye
Gordon Kitchen	Aye

Jim Harper asked for approval to surplus some road department items at the auction next week. Dennis Long **moved** to approve the surplus. Kenneth Reynolds **seconded** the motion. The motion passed with all voting aye.

***REQUEST APPROVAL TO  
SURPLUS ROAD  
DEPARTMENT ITEMS***

Joshua Bake asked the Council for approval to loan some of the road department safety cones to an individual for a scout activity. Councilman Kitchen said he had a problem with using city property for private personal use. Councilman Hall thought the scouts would be considered a nonprofit organization and he didn't have an issue with it. Kenneth Reynolds **moved** to approve the request. Dennis Long **seconded** the motion. The motion passed with a majority vote. Gordon Kitchen opposed the motion.

***REQUEST APPROVAL TO  
LOAN SAFETY CONES  
FOR SCOUT ACTIVITY***

Robert Hall **moved** to convene into a meeting for the Naples Local Building Authority. Dan Olsen **seconded** the motion. The motion passed with all voting aye.

***CONVENE INTO LOCAL  
BUILDING AUTHORITY  
MEETING***

Kenneth Reynold **moved** to adjourn the meeting of the Naples Local Building Authority and reconvene back in regular city council meeting. Dan Olsen **seconded** the motion. The motion passed with all voting aye.

Councilman Reynolds asked the Council about a drainage pipe that runs under the road on 2000 East near the Oldaker residence. He said there is a lot up for sale in between the two Oldaker properties and he wanted to know if the pipe needed to be marked so future buyers were made aware of it. Councilman Long said that would be nothing on the City because it was put in by the landowner. Councilman Reynolds wanted to know if that meant the buyer could just fill it in. Mayor Baker said they could have Dale Peterson check to see if anything is recorded at the County. Councilman Kitchen said if it's not an easement then the property owner should be able to do what they want.

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

Councilman Kitchen said if they impeded decreed water then it would be the State. Councilman Reynolds said he wasn't worried about it, he just said he knew Jim wanted to record the irrigation lines. Councilman Reynolds wanted to know if someone built on the lot could they just do away with it or would they have to pipe around it. Commissioner Stringer said one of the reasons they face with drainage issues is because they fail to look at these issues during the development or building phase. He said one of the bills they tried to pass in the recent Legislature had to deal with post development and how to make sure people are allowing for natural drainage. Councilman Reynolds wanted to know how they could get it on the title. Joshua said a lot of this deals with property rights and becomes a civil matter. He said if a property owner modifies the property and fails to record it or disclose it that becomes a civil matter between the buyer and the seller. Joshua said the City doesn't want to assume the liability. Councilman Kitchen wanted to know if they need the Planning Commission to look at it. He said it might be a zoning issue to give property buyers notice. Joshua said there is a fine line here they need to be careful about. Joshua said as Jim is recording these lines they need to put a disclaimer that states the line might not be exactly where noted. He said they don't want to interfere with private property rights. He said they can look at natural irrigation flows in Planning & Zoning. He said the City doesn't want to interject themselves into personal property rights. Councilman Reynolds said he isn't trying to stop anyone he just wants to make sure someone knows it is there. He said if they don't take it into consideration and why it is there, there might be a problem later about where the water goes.

Joshua Bake informed the Council of a ribbon cutting ceremony for Naples Auto on May 5<sup>th</sup>. He said he would update them on the time.

Joshua also told the Council BTA is expanding into Naples. He showed them a draft map of the potential stops they are considering and said this would begin around the end of May or the first of June.

Joshua invited members of the Council to attend the APA conference to be held in Vernal City on May 19<sup>th</sup> and 20<sup>th</sup>.

Joshua also stated he just learned of a Utah Government Finance conference to be held in St. George and said he would really like to attend. He said the conference focuses

on budgets and he learned it is a very valuable conference to get help with that. He said he just learned of it and did not have time to submit a travel request. He said the registration is \$175 with four days of per diem and the cost of lodging. He said he would try and get the best price possible. Gordon Kitchen said he felt it was important. Joshua said he would bring this back to the next meeting for official approval.

With no other business before the Council, Robert Hall **moved** to adjourn the meeting at 9:05 p.m. Dan Olsen **seconded** the motion. The meeting was adjourned by all voting in favor of the motion.

***MOTION TO ADJOURN***

APPROVED BY COUNCIL ON THE 28<sup>th</sup> DAY OF APRIL 2016

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**Naples City Council**  
**April 11, 2016**  
**Minutes**

An emergency meeting of the Naples City Council was held April 11, 2016, 6:00 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, Gordon Kitchen, Dennis Long, Dan Olsen and Kenneth Reynolds.

***COUNCIL MEMBERS ATTENDING***

Others attending were Commissioner Mark Raymond, Troy Ostler, Joshua Bake, Commissioner Mike McKee, Commissioner Bill Stringer, Bret Reynolds, Jim Harper, Jessica Alexander, and Nikki Kay

***OTHERS ATTENDING***

At 6:15 p.m. Mayor Dean Baker welcomed everyone and called the meeting to order.

***OPENING CEREMONY***

Dan Olsen **moved** to acknowledge and approve the emergency meeting. Kenneth Reynolds **seconded** the motion. The motion passed with all those in attendance voting aye.

***ACKNOWLEDGMENT OF EMERGENCY MEETING***

Commission McKee began the discussion with a little bit of background information about what they wanted to visit about and he said they are not here to try and twist the arm of the Council, they want to provide information and give the ramifications if they do or if they do not do this. He said in 2008 Vernal City, Naples City, and Uintah County jointly participated in a storm water and flood control management study. Commission McKee said Epic Engineering did the study and it showed the cost to accommodate what was being looked at, at 189 million dollars. He said they knew that was not feasible so they put it on the shelf. He said the Uintah Transportation District (UTSSD) did incorporate some of the ideas outlined in the study into their plans. He said about ten million dollars of that was accomplished by them. Commission McKee said they all recognized the price tag was too high. He said two years ago last August and one year ago thunder storms caused some flooding in an area which breached the Highline canal. He said they were in a drought

***PROPOSAL FROM UINTAH COUNTY ON STORM WATER MASTER PLAN***

and the Highline canal didn't have any water in it. He said you can imagine what would happen if we didn't have those canals. He said the County had a lot of complaints and one of the outcomes was to be looking at flood management plans. He said they met with CIVCO Engineering in conjunction with canal companies and had discussions about piping canals and how that would work. He said the canals have been providing flood control for the valleys for many years. He said the liabilities that can factor into it has also been discussed. Commission McKee said they have had discussion as a commission and have also had discussions with engineers and with the Mayors of the cities about this project. He said one of the things they did was prepare a CIB application that is going to be heard in May and before they move forward they need to make decisions and commitments and before moving forward they need to discuss that. Commissioner McKee said it is going before the CIB the first Thursday in May if they choose to move forward with it. He discussed what the application looks like and wanted to discuss the details of what the project would and wouldn't do and the financial ramifications. He stated CIVCO and Brett Previdol have come up with a very proactive way to address this issue. He said, under this proposal, the canals would be piped. He said there would be a fairly good fee that would go to the canal companies to obtain the right of ways and everything they would need to be able to do. He said the canal companies met with Bureau of Reclamation and have obtained a little over seven million in grant money to put toward the project. They will also raise some money themselves. He said twenty-three plus million is what is estimated for the total cost of the project. He stated this would put in catch basins to help slow the flow if water and would protect us from the north and northwest working on the idea of putting canals back to their actual flow. Commission McKee said the application to the CIB is a 15.6 million dollars, half grant and half loan. Commission McKee said he is trying to put everything on the table, he said at the CIB, that money has dropped off just like ours, dropped off dramatically. One of the things they did to preserve an argument to fund the project, when they said they wouldn't move forward with the terminal building at the airport they

met with Keith Heaton at CIB and said they would like to reallocate the funding that was scheduled for the airport terminal building (nine million) and would they apply that to this 15.7 million dollars they would be asking for in May. He said they are asking for half grant and half loan with 0 percent interest over a 30-year period of time. He said they discussed, if you take the 15.7 million and divide it over 30 years and allocate it how would it break down in debt for the three entities. He said if it is just Uintah County doing this, there isn't enough support and they would have to turn it down. Commission McKee said they would be allocating a certain amount of the debt to each entity. Commission Stringer corrected the amount to seven million because half of the 15.7 million would be a grant, so it would be seven million over the 30 years. Councilman Kitchen said the proposal of interest free is good but when was the last time the CIB entertained it. Commission McKee said he felt they could get that. Councilman Kitchen wanted to know what gives him that feeling. He said because if you read the mineral leasing law, it reads for the planning, infrastructure, community services with priority going to the area of impact, which they remind them of that. He said if they have support from the three entities they would have his commitment to try for that, he said a lot that happens doesn't happen in meetings. He believes they can get the 0 percent interest. He said he would be working with board members on the side so when they get there they can have the support if they have the support from the entities. Commission McKee said with the Bureau of Rec money out there and the money from the other project this would be the time to try for it, he said the funds probably won't be available to this extent in the future. Commission McKee said there are two things they are looking at, this is the worst time to be looking at it, and yet with things lining up the way they have, if they are going to do it this is the time.

Troy Ostler – Troy said they started to look at this a little over a year ago and began to discuss it. He said they have talked with the canal companies and the Bureau of Reclamation, and he's met with Joshua and Jim, all to come together to discuss how to make it work. Troy said when they first looked at it and the numbers that was all anyone

saw and what they have done is brought the project down to the boundaries of the Ashley Valley to determine how they could make it work. Commission McKee asked Troy to state if he thought they could do all they were proposing with the amount they were asking. Troy said they can, he said what they will not be doing is the dam up trout creek and some of the higher dams, all that was presented in the Ashley Valley should be able to be accomplished. He said when they began they isolated the projects to see what was completed already. He said many of the crossings have been completed, said six bridges were identified and five have been replaced. He said they brought this package of projects together. He referred to the map showing pipe crossings and debris basins. He said they also discussed how to keep open canals and utilize them. He said between the three canals, the Highline, Upper and Rockpoint, they provide over thirty miles of detention basins where they can let the water sit or move it to other places. He said this allows the detention basins to be reduced in size. Mr. Ostler said they then identified the improvements needed in the three areas, and that is how they started to bring a cost distribution together. Mr. Ostler handed out a paper that identifies the improvements within the Naples City limits showing the pipe culverts and the retention basins. He said they took the debris basins and split it out evenly because it is moving the water from Uintah County through Vernal City into Naples. He said they also discussed getting each entity's planning departments and working to make sure all the drainage systems are maintained. Mr. Ostler said when they met a week ago they were thinking about how to start this discussion and they thought of three different ways 1) Land mass covered by the master plan, 2) population, and 3) value of improvements. He said these were taken into account to give an average cost for the annual payments over a 30-year period. Commissioner McKee said payments for the project would begin in July 2018. Mr. Ostler said work on the canals would begin this fall, and the crossing projects would begin in the winter months when they have low flows. He stated the bulk of activity would be in winter of 2017 and completed in 2018 so that is when the payments would begin. Mr. Ostler handed out information on the costs

associated with the project, he said it is a \$23,470,000 project. He said they have \$4,491,000 coming in from solidity money, \$1,000,000 pledged by the UTSSD, the Highline and Upper canal people have pledged \$2,000,000 that will come from their stockholders, and Uintah County is putting in \$200,000 up front begin. Councilman Olsen asked about the Central canal. Mr. Ostler said the Central canal is unique and is historic and can never be piped because of its use. The Central canal has not been part of the discussion. He said the Highline and Upper canals take care of the West and Northwest corner of the valley. They utilize the Rockpoint canal to catch water from Steinaker and along the east foothills. These canals allow them to eliminate and reduce the size of some of the detention basins. He stated those would be the partnerships to try and bring this project together. Commissioner McKee said they appreciate the Council meeting this night. He told the Council with Thursday being the regular council meeting, Commissioner Raymond and Commissioner Stringer will be in other meetings and he will be out of the state, so he thanked them for meeting with them this night at a special meeting. He said Mr. Ostler could be at the Thursday meeting to answer questions. Mr. Ostler said he could also answer any questions they had at this time. Joshua Bake reminded the Council this was an emergency meeting and no formal action can be taken. Mayor said he would like them to go over what will be happening in Naples and there are some good things that will happen.

Mr. Ostler had a list of what will take place in Naples City and they reviewed that list. He noted culvert crossing #44 west of the airport the lies on the city boundary by the cemetery. He said what they have discussed is to increase all of the crossings to handle the 100-year storm. Councilman Kitchen said this gulch doesn't carry much water. Mr. Ostler said if you go down to the current gulch, development around it has made it change. Councilman Kitchen said they are proposing a culvert where it is dry. Mr. Ostler said they are but they might be looking at shifting #44 down. Mr. Ostler reminded them all of this is taken from the 2008 study and they have taken that data as gospel but due to subdivisions that have been built and drainages that have

been changed some things will change. He said after the final engineering is complete they might have some pipes that are smaller and some that are larger. Councilman Kitchen said he can see the cost of it going up. Commissioner McKee said because of the economy the price of pipe might have a more attractive pricing and there is room to adjust based on better pricing for material. He said once they have a chance to look at all the crossings and the pipe more fully, they might be able to be sized differently. Commissioner McKee stated they have quite a bit built into the engineering portion of the project that addresses all of the very issues they are bringing up. Mr. Ostler said they have to look at detention ponds because of proximity to the airport but he feels, based on original study, he thinks the sizes will come down. Commissioner Stringer said one of the things he has been thinking about is the flow of water in the valley is northwest to southeast and if it isn't going to make it into the canals where is it going to go. Mr. Ostler said what you really have to think about is how the storms hit, where they are and what will happen with the water, he said they are not going to hit all at once and you have to think about the time frame to bring the water from Coal Mine Basin and transport through canals until they get to Naples. He said they can utilize the Highline and Upper canals and bring water down to where it wouldn't even come through Naples. Councilman Olsen asked what happens in Davis area because all of the canals are already in piping. Mr. Ostler said part of the cost of the project is going to be engineering this to a greater extent, they don't have all the final answers. Mayor Baker said the City needs to make sure certain areas are kept open so they could become a channel if needed. Mayor said if the City was to put in canal crossings for their protection, would they be able to take road money as a pay back. Councilman Kitchen said the City is drawing out of it already and it's not a bottomless pit. Commissioner Stringer believes the amount is too high and will be less, he thinks they are paying too much for the canals which need a lot of work. He said they still haven't decided what they are buying with the money and if they can even do that with the canals. He said they don't want the canal. They just want the capacity or volume. Councilman Hall wanted to know if there

has been money allocated for property acquisition for the retention ponds. Troy said yes. The question was asked about what happens if the price of the project goes down. Mr. Ostler said the payments would go down, he said the percentages were built to start conversations. Commissioner Stringer said he won't be really comfortable unless they can explain to the people how this is going to help them and what they are going to do. Commissioner Raymond said UDOT has been included in conversations and may participate, he said they just learned that. Joshua Bake said all of the City's culvert crossings are basically at the bottom and thereby the pipes are going to be larger because they are going to be taking more water. He wanted to know if that has been taken into account for the value of improvements. Mr. Ostler said this value was based on just the culvert that was called out. He said it was based on strictly the cost of the material for the crossing. Commissioner Raymond said he understands where Joshua is coming from he said the City is being asked to handle a larger volume of water based on where the water is coming from. Commissioner McKee said if they move forward with the project there is always going to be that discussion on how they break it down in a fair and equitable manner and anyone can break it down in a lot of different ways, he said at the end of the day the lions share still ends up with the County. Mr. Ostler said something else that was talked about was stated Vernal City looked at going to some type of user fee for storm water retention. Mayor Baker said the City doesn't have that capability. Councilman Olsen had a question for Commissioner McKee on how the County was going to pay their share and asked if it would be built in on property tax. He said they would incorporate it in their budget. Commissioner Stringer said it would end up out of general fund. Joshua Bake said they are going to do some budgeting this week and they are looking at a 30-50% budget reduction and this would be 1% increase. Councilman Kitchen said the reality is, the money has to be there. Commissioner McKee said they are not here twisting arms, they have a CIB deal and they either do it or they don't. Commissioner Stringer has concerns because do they need to have the money, he said the idea is a good one.

Councilman Olsen said they do applaud the Commissioners for addressing this matter. Commissioner McKee said they won't approach it with anything less than the 0% interest, he said the application is an amended application to the CIB and they don't have a project unless they have support. Councilman Kitchen said he would like two more weeks in order to gain the information he thinks he needs. Commissioner McKee said he thinks that would work, they just need enough time to get the application to the CIB by May 5, 2016. Mayor Baker wanted to know what they need from the Council. Commissioner McKee said if they are to move forward, they want them to make a commitment, the applications would contain a certain percent that would go on Naples City debt. Mayor Baker thought a letter of support would help. Commissioner McKee said it would be even better if they could come to the hearing as a unified effort. Mayor Baker asked if the Council would be ready to make a decision this week. Councilman Kitchen said they can have it on this meeting to potentially make a decision and if not roll it back to the next meeting.

With no other business before the Council, Gordon Kitchen **moved** to adjourn the meeting at 7:35 p.m. 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 28<sup>th</sup> DAY OF APRIL 2016

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	1084-516WC	04/12/2016	1,357.33
10-22500	HEALTH INSURANCE	740 Public Employees Health Prog	Health & Dental Insurance	121770044	04/20/2016	16,452.60
10-22500	HEALTH INSURANCE	1084 Utah Local Gov't Ins. Trust	Health Insurance Premium	1084-516	04/12/2016	456.80
Total :						18,266.73
10-50-260	GROUNDS EQUIP/S	1147 Vernal Winnelson Company	Sprinkler repair parts	380742	04/14/2016	61.23
10-50-260	GROUNDS EQUIP/S	1147 Vernal Winnelson Company	Sprinkler repair parts	381197	04/19/2016	15.00
10-50-270	UTILITIES - SHOP	1099 Rocky Mountain Power	Monthly Electric Service	0186-316SH	04/18/2016	435.80
Total GENERAL GOVERNMENT BUILDINGS:						512.03
10-51-245	COMPUTER EXPENS	952 Town Web Design, LLC	Web design	2241	03/24/2016	1,102.00
Total SUPPLIES/EQUIPMENT:						1,102.00
10-52-330	EDUCATION & WOR	1210 Zion's First National Bank	Chamber business seminar	1210-416JB	04/12/2016	30.00
Total PLANNING AND ZONING:						30.00
10-54-240	OFFICE SUPPLIES &	902 Staples Advantage	Toner cartridges	3299310957	04/14/2016	101.51
10-54-245	COMPUTER EXPENS	902 Staples Advantage	Printer cartridge	3299310956	04/14/2016	23.32
10-54-245	COMPUTER EXPENS	1210 Zion's First National Bank	Domain registration	1210-416GOV	04/13/2016	125.00
10-54-330	EDUCATION AND TR	1210 Zion's First National Bank	Chamber business seminar	1210-416MW	04/12/2016	15.00
10-54-334	K-9 EXPENSES & EQ	222 Cliff Kohler	Dog food	508711	04/11/2016	480.00
10-54-334	K-9 EXPENSES & EQ	589 Milt's Merchandise Mart	Storage box	126649	04/13/2016	54.66
10-54-334	K-9 EXPENSES & EQ	771 Ray Allen Manufacturing, LLC	Tugs & collars	329899	03/28/2016	102.46
10-54-334	K-9 EXPENSES & EQ	1210 Zion's First National Bank	Leash & tugs	7427122	04/06/2016	51.30
10-54-334	K-9 EXPENSES & EQ	1210 Zion's First National Bank	Dog bowl	RW000174	04/09/2016	46.58
Total POLICE DEPARTMENT:						999.83
10-57-270	UTILITIES - FIRE STA	1099 Rocky Mountain Power	Monthly Electric Service	4565316-FDNE	04/04/2016	739.07
Total FIRE PROTECTION:						739.07

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-59-210	CHAMBER MEMBER	196 Chamber of Commerce-Vernal	MOU Agreement	4582	04/08/2016	5,000.00
Total EDUCATION & PROMOTION:						5,000.00
10-60-250	EQUIPMENT REPAIR	589 Mill's Merchandise Mart	Paint	126653	04/13/2016	5.34
10-60-250	EQUIPMENT REPAIR	887 Spectra IT Solutions	Battery	22622848	04/12/2016	70.00
10-60-250	EQUIPMENT REPAIR	958 Main Street Auto	Lens tape	839388	04/14/2016	4.79
10-60-250	EQUIPMENT REPAIR	958 Main Street Auto	Battery	839406	04/14/2016	105.82
10-60-256	TRACTOR/FRONT E	277 Dan's Tire Service	Tire repair	210369	04/13/2016	84.90
10-60-261	CRACK SEALER	852 Scott Murray LP Gas	Propane	30130	03/10/2016	42.24
10-60-272	HIGHWAY 40 BEAUTI	555 Lowe's Commercial Services	Peat moss & bark	8411500	04/11/2016	36.21
10-60-272	HIGHWAY 40 BEAUTI	1147 Vernal Winnelson Company	Bands	380303	04/05/2016	33.10
10-60-274	TOOLS & SUPPLIES	7 Airgas USA, LLC	Welding gas & wire	2392039	04/13/2016	37.76
10-60-473	SAFETY CLOTHING/	448 Intermountain Farmers Assoc.	Shirts	1006717962	04/11/2016	29.98
10-60-473	SAFETY CLOTHING/	1210 Zion's First National Bank	Work shirts	373168326596	04/11/2016	113.71
10-60-473	SAFETY CLOTHING/	1210 Zion's First National Bank	Work pants	386430	04/11/2016	111.92
Total HIGHWAYS:						675.77
Grand Totals:						27,325.43

## Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.



Item No. \_\_\_\_\_

**MEMO TO: City Council**

**Subject: expenditures**

**FROM: Road department**

**Recommendation:**

**Date:**

April 21, 2016

**Fiscal Impact: \$519.09**

**Funding Source: 60-266**

**Background:** Any time we have to do a project on the highway or shoulder we have to have proper signage that meets mutcd standards, and UDOT standards. These two signs we are needing in order to crack seal on a two lane road and close down one lane temporary for a short distance without placing flagger stations on the road. As we upgrade our signs in the city that are out of compliance we need more sign anchors to replace the old ones that are not usable. Here are the bids as follows.

Safety and Supply signs.

2 "single lane ahead" signs @ \$204.8 each Total \$409.60

Roll up adaptors not available

10 sign anchors @ \$14.94 each Total \$149.40

Total \$559.00

Interstate barricades

2 "single lane ahead" signs @ \$10.75 each Total \$217.50

5 SZ/ roll up brackets @ \$15.14 each Total \$75.70

10 sign anchors @ 11.81 each Total \$118.10

Freight from the sign company \$72.00

Freight from Interstate \$35.79

Total \$519.09

**Recommendation:** Interstate has everything in the bid. Sign standards is good, price is lower.

**Recommended Motion:** I would recommend a motion for \$519.09 for these signs and supplies.



<b>PURCHASER NAME AND ADDRESS (First Signer)</b>			
NAME(First, Middle, Last) <b>CITY OF NAPLES</b>			
STREET or RR <b>1420 WEATHERBY DR</b>			
CITY <b>VERNAL</b>	STATE <b>UT</b>	ZIP CODE <b>84078</b>	COUNTY <b>Uintah</b>
PHONE NUMBER <b>435-789-9090</b>	EMAIL ADDRESS		
<b>PURCHASER NAME AND ADDRESS (Second Signer)</b>			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

<b>DEALER NAME AND ADDRESS</b>			
DEALER NAME <b>HONNEN EQUIPMENT CO.</b>		Dealer Account No. : <b>170498</b>	
STREET or RR <b>2358 I-70 FRONTAGE ROAD</b>			
CITY <b>GRAND JCT.</b>	STATE <b>CO</b>	ZIP CODE <b>81505</b>	Phone Number <b>9702437090</b>
Date Of Order: <b>Apr 26, 2016</b>			
Dealer Order No.:		TYPE OF SALE: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: <b>5 City/Town/Village</b>		MARKET USE CODE: <b>43 Sewer/Water</b>	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY		<input type="checkbox"/> IRS TAX ID NO	
		<input type="checkbox"/> EIN	
NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline	LOCATION OF FIRST WORKING USE : Use County <b>UINTAH</b>	Use State/Province <b>UT</b>	COUNTY CODE <b>47</b>
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Ultimate Uptime Package Purchase:  Yes  No (Initials) \_\_\_\_\_

QTY	NEW	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X			JOHN DEERE 310SL BACKHOE LOADER			\$ 79,376 00
1	X			AT431340 Accu-Swing Kit for Backhoe			\$ 474 00
1	X			AT313589 Beacon/Strobe Ready Wiring Kit			\$ 34 00
1	X			AT186288 Slow Moving Vehicle Emblem			\$ 111 00
				+ John Deere Extended Warranty : PTH 24-1000			\$ 0 00
<b>(1) TOTAL CASH PRICE</b>							<b>\$ 79,995 00</b>

QTY	TRADE-IN (Model, Size, Description )	Hours of Use	PIN or Serial Number	AMOUNT
<b>COMMENTS:</b> UDOT Backhoe Program  310SL 1 year lease \$891.00 per year  300 hours per year use.				
			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 79,995 00
			(5) RENTAL FREIGHT OUT	\$ 0 00
			(6) DOC FEE	\$ 0 00
			(7) RENTAL FREIGHT IN	\$ 0 00
			(8) RENTAL INTEREST	\$ 0 00
			(9) SUBTOTAL	\$ 79,995 00
			(10) RENTAL APPLIED	\$ 0 00
			(11) CASH WITH ORDER	\$ 0 00
			(12) BALANCE DUE	\$ 79,995 00

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 11 ) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.



Quote ID: 13222122

Customer Name: CITY OF NAPLES

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

**TERMS & CONDITIONS VERIFICATION STATEMENT :** Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version  (Initials) and understands its terms and conditions.

Purchaser (First Signer)	<input type="text" value="CITY OF NAPLES"/>	Signature	_____	Date	_____
Purchaser (Second Signer)	<input type="text"/>	Signature	_____	Date	_____
Dealer Representative	<input type="text" value="HONNEN EQUIPMENT CO."/>	Signature	_____	Date	_____
Salesperson	<input type="text" value="CARSON,DUSTY"/>	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature
	<input type="text"/>	<input type="text"/>

**STANDARD WARRANTY FOR NEW JOHN DEERE  
CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS – US & Canada**

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

**STANDARD Warranty** is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage.

Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**STRUCTURAL Warranty** applies to certain structural components as listed below and as described in this document.

**FACTORY-INSTALLED UNDERCARRIAGE Warranty** applies to certain undercarriage components as listed below and as described in this document.

**A. STANDARD WARRANTY - GENERAL PROVISIONS**

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

**B. WHAT IS COVERED BY STANDARD WARRANTY -**

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

**C. EXCLUSIVE REMEDY -**

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D 2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

**D. ITEMS COVERED SEPARATELY -**

1. **Standard Warranty** does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame\*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

*Items Covered by StructurALL for Cut-to-Length Forestry Machines:* Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D 3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings
6. Motor Graders equipped with front- or rear-mounted snow wings.

**E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.

4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

#### F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

#### G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

#### H. TELEMATICS

*NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at [www.jdlink.com](http://www.jdlink.com).*

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy).

#### I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

#### J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

#### K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

#### L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**