



## City of Naples

11:00<sup>th</sup> - morning  
URS

Naples City Council Meeting Agenda  
June 11, 2015 - 7:30 p.m.  
1420 East 2850 South  
Naples, UT 84078

### Opening Ceremonies

1. Approval of Agenda
2. Approval of Minutes - May 28, 2015 Regular Council Meeting
3. Any follow up matters from meeting of May 28, 2015
4. Approval of Bills - Connie Patton
5. Approval of Business License - Meika's Salon 2854 S 2500 E
6. Request for Donation to the Dinosaur Roundup Rodeo - Mike Karren
7. Final Plat Approval for The Farm Subdivision 2014 Phase I
8. Approval of Emergency Secondary Access Road Agreement for The Farm Subdivision
9. Authorize the Mayor to Sign Improvements Assurance Agreement & Warranty Agreements (2)
10. Presentation of Bids and Award of Contract for the Naples Fire Station - Justin Wallis
11. Engineers Estimate for 500 South 2000 East Corner - Approval to Advertise for Bids
12. Discussion Regarding Fence on Hwy 40 - Montgomery Recycling Property- Mayor Baker
13. Discussion on 1900 South Fence Payments
14. 1<sup>st</sup> Reading and Discussion on Questar Gas Company Franchise - Ordinance 15-171
15. Approve Resolution 15-275 Amending 2014/2015 FY Budgets
16. Approve Resolution 15-276 Setting the Certified Tax Rate for 2015
17. Approve Resolution 15-277 Adopting 2015/2016 FY Budgets
18. Approve Naples City Wage Level List for 2015/2016
19. Approve Ordinance 15-172 Establishing the Salaries of the Elected and Statutory Officers
20. Approve Expenditure for Seat Covers & Floor Mats - Jim Harper
21. Approve Travel for Police Department - Chief Watkins
22. Approve Travel Request - Joshua Bake
23. Other Matters/Future Council Matters  
Presentation of Relay for Life Plaque  
K9 Plaque at Park
24. Closed Session to Discuss Potential Litigation
25. Motion to Adjourn

Bids for  
fence @ montgo

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 faxed or emailed to the Vernal Express. The agenda was also posted in the City Hall lobby, outside the door of the City Office building, on the City's website [www.naplescityut.gov](http://www.naplescityut.gov), and on the State Public Meeting Notice website <https://pmm.utah.gov>. Nikki W. Kay

**Naples City Council**  
**May 28, 2015**  
**Minutes**

The regularly scheduled meeting of the Naples City Council was held May 28, 2015, 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 Steve Evans, Jessi Bowden, Adam Massey, Rob Heywood, Jim Harper, Liberty Best, 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 Dan Olsen offered the invocation.

***OPENING CEREMONY***

Mayor Baker presented the agenda for approval. Councilman Olsen and Councilman Long both stated they had something to discuss under 'Other Matters.' Nikki Kay noted that Connie Patton was going to present the bills and not herself as was printed on the agenda. Robert Hall **moved** to approve the agenda as amended. Dan Olsen **seconded** the motion. The motion passed with all voting aye.

***AGENDA APPROVED***

Mayor Baker presented the minutes of the May 14, 2015 regular City Council meeting for approval. Dennis Long **moved** to approve the minutes as presented. Kenneth Reynolds **seconded** the motion. The motion passed with all in attendance voting aye.

***MINUTES APPROVED***

Councilman Long asked Jim Harper if they had a chance to run a camera to check the sewer line on 2500 South. Jim said they have run the camera but he has not seen the report yet. Councilman Long also wanted to know where they are in the process of deputizing Kim Kay. Mayor Baker pointed out that it is on the agenda for tonight.

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

Councilman Kitchen wanted to know if a letter had been drafted yet to send to the County and GDA regarding the

turnaround at the airport. Joshua Bake said he has been working on that and is waiting for the Mayor to review it. Councilman Kitchen said he would like to see the Council move on that sooner than later. He said he has been in contact with Mr. Walker and was told that no from the County or GDA has been in contact with him in the last couple of months about buying the property needed for the cul-de-sac turn around. Councilman Kitchen said, the rumor is, that it is Naples City's problem and not the County's. Mr. Kitchen said he would like the City to stop the project until their concerns are addressed. Mr. Kitchen said they either need to get proof the property has been purchased or require a bond. He said that is what they make developers do to ensure that roads are put in properly. Mayor Baker wanted to know if any fence has been put across there. Councilman Kitchen said it has not. He said they have the one agreement for access rights to the irrigation, until it is moved, but it did not address the turn around. Mayor Baker told Josh he would like to see the letter finished up by tomorrow and in the hands of the County stating they will not fence the road until the cul-de-sac is completed. Councilman Kitchen said the City required a "plan" before vacating the road and re-zoning the property and that plan is no longer in effect by the airport. Councilman Kitchen said if the FFA won't allow what was proposed then they need to come before the Council with an alternate plan. Mayor Baker asked Joshua to take care of that. He said a copy should go to the County Commissioners, GDA, and the Council. Councilman Kitchen said when the representative from GDA came before the Council a couple of months ago he said they would address the turn around.

Councilman Hall wanted to know if a meeting for the opening of the fire station bids has been set. Joshua Bake said it has tentatively been set for June 8<sup>th</sup>. Councilman Hall said he was trying to determine the date and time for Jeremy Raymond.

Connie Patton presented the bills for payment approval. The amount presented to the Council was \$103,946.69. Dennis Long **moved** to accept the amount of \$103,946.69. Dan Olsen **seconded** the motion. The motion passed with the following roll call vote:

Robert Hall	Aye
Dan Olsen	Aye
Dennis Long	Aye

#### *APPROVAL OF THE BILLS*

Kenneth Reynolds    Aye  
Gordon Kitchen      Aye

Steve Evans, Jessi Bowden, and Adam Massey were all present at the meeting representing the Vernal Area Chamber of Commerce. Mr. Evans thanked the Council for allowing them the time to represent the Chamber and the function it serves in the community. Mr. Evans recognized Mr. Massey as the past executive director of the Chamber and also Ms. Bowden who is currently serving as the assistant director. Mr. Evans gave the history of the Chamber and their mission statement. He said he involves himself with the Chamber because he is a business owner and his business relies on the economic viability of the whole community. Mr. Evans said they use the name of "Vernal" Area Chamber of Commerce because every area has a landmark and the landmarks in this area are associated with the name of Vernal more than Uintah County.

***PRESENTATION FROM  
VERNAL AREA CHAMBER  
OF COMMERCE***

Mr. Evans went through a list of the activities that are promoted or supported by the Chamber. He mentioned the burbot bash, Uintah Water Conference, awards banquet, health fair, unplugged program, the farmer's market, and the fly over for the parade. He broke down the different quarters of the year and went through each quarter and what the Chamber is involved with or working on. Some of those included the job fair, home and garden show, paddle festival, parades, rodeo, Energy Summit, Trees for Charity, Mayor's Walk, Holly Days, Turkey Days and the Parade of Lights. Mr. Evans said the Chamber is a source of information for business, travel, and relocation packets.

Mr. Evans stated the Chamber can't survive on memberships alone, he said they need the support of the municipalities. He reported that the increase in memberships has allowed the contribution amount of the municipalities to decrease and he was asking the City to reconsider supporting the Chamber. Mr. Evans stated the City would receive their name on any Chamber signage, an outlet for the distribution of information packets, inclusion on the website, access to staff, a better community profile, representation for tourism, support in legislative issues, and a resource for economic growth as part of their membership benefits. Mr. Evans said they would like to request \$20,000 annually with a five-year commitment from the City.

Mr. Massey told the Council he feels they have a foot in the

door with the State Chamber after hosting one of the summer conferences. He said they took the attendees on an energy tour and showed them different areas of the community. Mr. Massey said the people commented that what they were seeing was not what was being portrayed on the news. Mr. Massey said you have to get them here in order to educate them.

Mayor Baker thanked them all for coming and sharing the information. He said the City is beginning the budget process and they would discuss the Chamber membership.

Mayor Baker explained to everyone that the agreement for the 750 South road in Pheasant Run Subdivision is going to expire June 1, 2015. He then turned the time over to Rob Heywood. Mr. Heywood said they had great plans to develop the rest of Pheasant Run Subdivision and they were going to start construction on March 1, 2015. He said that market conditions were not favorable to develop the next phases. He said they want to develop the subdivision but they can't do it right now. Mr. Heywood said he received an extension to build the 750 South road and that extension expires on June 1. He said he wants to honor the agreement with the City and build the temporary road that was described in the agreement. He said the road would be twenty feet wide and able to support a 25,000 pound axle weight vehicle. Mr. Heywood said they will be building the road out of native asphalt but he needs an extension of sixty days to get the road built. Mr. Heywood said he would be responsible for maintaining the road until he can build the fully improved road. He stated this would be a temporary road and it won't be dedicated to the City and would continue to be his property. He said he wants to maintain it so he can make sure it is functioning right and is posted appropriately and not for through traffic. Councilman Kitchen wanted to know what Mr. Heywood's definition of "maintains" is. Mr. Heywood said it wouldn't be the forty-foot permanent road but it would need to serve its purpose and he doesn't have a schedule of maintenance worked out. Councilman Kitchen said the road would go into the High Country Subdivision but the road would need to be open because it is an emergency access. Mayor Baker said they talked about putting signs up that it was not a through road and would be for emergency use only. Councilman Kitchen said you can't block off or fence an emergency access road. Councilman Kitchen said his question had more to do with what would happen if there was a heavy snow storm, who would remove the snow so

***DISCUSSION TO AMEND  
DEVELOPERS  
AGREEMENT FOR  
PHEASANT RUN  
SUBDIVISION***

there is still access. Mr. Heywood said that was not the type of maintenance he was thinking about. He was thinking more about the integrity of the road. Mr. Heywood said if there was a snow storm and the City needed access he thought the snow plows could be considered an emergency vehicle and if the City wanted to drive their vehicle on there they could do it. Councilman Kitchen said he is not opposed to giving the extension but they need clarification on what maintenance means. Mayor Baker said he guessed they would need to consider weed control, snow removal, and the integrity of the road. Mr. Heywood wanted to know what the City does for any of the other roads. Mayor Baker said there is nothing else in the City that is classified as an emergency road. He said they don't maintain the private roads because of the liability issues and the emergency road would have to be maintained as passable. Mayor Baker said Mr. Heywood would be responsible for the maintenance of the road and they would need to define what that was. Councilman Hall said his concern was the same as Councilman Kitchen, if an emergency vehicle needed to get through there and they weren't able to then everyone would have liability. Joshua Bake said the agreement that is forth coming from the other subdivision does state they will be responsible for snow removal and not the City. Mayor Baker said the City needs to grant the extension to have the road built and would need to set forth the requirements for keeping the road passable. The Council was willing to give Mr. Heywood additional days if needed. Mr. Heywood said another month might be really helpful. Dan Olsen **moved** to execute an extension with Pheasant Run Subdivision and allow them 90 days to build a temporary road at 750 East and maintain the road and keep it passable at all times until a permanent road is built. Robert Hall **seconded** the motion. Mr. Heywood asked about the Heber city property that was put up as collateral. Joshua Bake said, as per the agreement, once the temporary road is built the Heber land would be released. Councilman Olsen asked if it was released once the permanent road is complete. Mayor Baker said it is after the temporary road is finished. Councilman Kitchen said he can't proceed with any of the other phases until the permanent road has been built. The motion passed with all voting aye.

Gordon Kitchen **moved** to go into a public hearing to discuss the budgets. Kenneth Reynolds **seconded** the motion. The motion passed with all voting aye. Joshua Bake said the proposed budget this year is larger than past years because

***PUBLIC HEARING TO  
OPEN AND AMEND THE  
FY 2014/2015 AND TO  
RECEIVE INPUT ON THE***

**2015/2016 BUDGETS**

he has included quite a bit more information. Mr. Bake said the proposed budget was approved at the last meeting. He said the information he put together includes information about Naples, the trade area, the demographics for the area, and sales and use tax for the past seven years. Mr. Bake said it shows individuals that the sales tax for this area goes up and down and that is normal.

Mayor Baker said the purpose of the public hearing was to make adjustments to the current budget and to receive input on the current proposed budgets. Mayor Baker asked Nikki to explain the adjustments that are being proposed for this year. Nikki explained the adjustments being presented reflect grant money received that needs to be recorded and also the expenditure of those funds for equipment purchases. She noted the court fines received were over what was budgeted and wanted to bring in some of that revenue. Nikki stated the budget for Central Dispatch was over and also the Asset Acquisition budget was over due to the land purchase for the fire station and those would need to be adjusted with a transfer from another line item. Nikki discussed with Council the funds needed to repair 2500 South and also the request made by City Attorney Dennis Judge for an additional payment to cover the cost of his services this fiscal year. With no comments from the public on the proposed changes or the budget for the new fiscal year, Dan Olsen **moved** to close the public hearing. Robert Hall **seconded** the motion. The motion passed with all voting aye.

Robert Hall **moved** to approve the budget adjustments according to the sheet that was put in the packet, with the additional \$24,000 for the City Attorney to be taken from line item 10-68-273, and \$108,000 from 2500 South would come from the surplus. Dennis Long **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

A business license application was received from **Renegade Specialized Transport** located at 1941 E 1700 S. Joshua Bake told the Council that Dale Peterson recommended denying this business license based on the following reasons:

**BUSINESS LICENSE APPROVAL**

1) the applicant lives at the home with his mother and brother 2) his mother told him he could not operate the business out of the home 3) the home is rented by the family and the owner has not given permission to operate a business from this home. Councilman Kitchen **moved** to deny the license based on the memo received. Kenneth Reynolds **seconded** the motion. The motion passed with all voting in the affirmative.

Nikki Kay presented the Utah State Retirement rates for the year 2015/2016 for approval. Dennis Long **moved** to approve the rates as presented and to include the city pick up the employee portion of the contributory rate. Dan Olsen **seconded** the motion. The motion passed with the following vote:

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

***APPROVE UTAH STATE  
RETIREMENT RATES FOR  
2015/2016***

Nikki Kay also wanted the Council to know the Utah Retirement System will open a window in July to allow those on the contributory system to switch to the non-contributory. Nikki said she does not understand the pros and cons of switching and was in the process of trying to gather more information. She said the Council would need to determine if they want to switch and would then need to set up a meeting with the affected employees to discuss the change. No action was taken on this matter it was for information purposes.

It was discussed at the last meeting the need to appoint a deputy recorder to help on a day that Nikki would be out of the office. It was discussed to appoint Kimberly Kay as a temporary deputy recorder. Dan Olsen **moved** to approve the appointment. Kenneth Reynolds **seconded** the motion. The motion passed as follows:

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

***APPOINT DEPUTY  
RECORDER***

Council members received two travel requests from Joshua Bake. Joshua stated the first request was to attend the Utah Local Governments Trust Annual Meeting. The requested amount was \$30 for the day. The second request was to attend the Utah Land Institute Nonconforming and Conditional Uses. The request was for \$30 per diem and \$125 for the registration. Dan Olsen **moved** to approve both travel requests in the amount of \$185. Dennis Long **seconded** the motion. The motion passed with all voting aye.

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

Councilman Olsen said it has been brought to his attention there is a tree or bush located at the corner of 1500 S 1500 E that is blocking the line of site for entry onto Hwy 40. He asked if the Chief and Jim could take a look and see about getting it trimmed or removed. He said the bush is right under the sign of Pilot Logistics.

Councilman Long asked Jim Harper if he received any signs from UDOT for the restriction of jake brakes on SR 45. Jim said he has not contacted UDOT yet. It was discussed that the Ordinance still needs to be passed and then Jim can take that to UDOT to see about getting the signs.

Councilman Long also reported on the conference center and said it should be finished six weeks ahead of schedule.

Councilman Olsen wanted to make sure everything was good to go for the Relay for Life. Councilman Kitchen said he would check with the Recreation District and make sure.

Councilman Olsen also asked about the Farm Subdivision. Joshua said it came right down to the wire to have it on this agenda but it did not happen. He said everything should be worked out and the approval should be ready for next Council agenda.

Mayor Baker handed out information for some training on June 11, 2015. He said that will be the night of Council but members should be able to attend most of it and then be to City Council meeting. Mayor Baker said he would also like to

## ***TRAVEL REQUESTS BY CITY ADMINISTRATOR***

## ***OTHER MATTERS AND FUTURE COUNCIL MATTERS***

put the Resolution in support of the fuel tax on the next agenda. Councilman Kitchen said he wanted to see them remove the language about the obesity or health of a person and just concentrate on the transportation and fuel tax aspect. He felt a lot of the "whereas" clauses were unnecessary.

Kenneth Reynolds **moved** to adjourn the meeting at 9:30 p.m. Dennis Long **seconded** the motion. The meeting was adjourned by all voting in favor of the motion.

***MOTION TO ADJOURN***

APPROVED BY COUNCIL ON THE 11<sup>th</sup> DAY OF JUNE 2015

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

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

## Report Criteria:

Invoices with totals above \$0.00 included.  
Only unpaid invoices included.

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-22500 HEALTH INSURANCE	410	HealthEquity, Inc.	HSA Monthly Fees	WW7GX9	06/01/2015	38.35
10-22500 HEALTH INSURANCE	490	Judd, Dennis L.	D. Judd dental insurance	490-315	03/31/2015	89.09-
10-22500 HEALTH INSURANCE	490	Judd, Dennis L.	D. Judd dental insurance	490-415	04/30/2015	89.09-
10-22500 HEALTH INSURANCE	490	Judd, Dennis L.	D. Judd dental insurance	490-515	05/30/2015	89.09-
Total :						<u>228.92-</u>
10-43-251 FUEL & OIL	1174	Pilot Travel Centers, LLC	Monthly fuel purchases	211449208	06/01/2015	46.54
Total CITY ADMINISTRATOR:						<u>46.54</u>
10-45-220 ADVERTISEMENT/N	1132	Vernal Express	Budget notice	74350	05/27/2015	106.25
Total RECORDER:						<u>106.25</u>
10-47-133 HEALTH INSURANCE	490	Judd, Dennis L.	D. Judd dental insurance	490-315	03/31/2015	89.09
10-47-133 HEALTH INSURANCE	490	Judd, Dennis L.	D. Judd dental insurance	490-415	04/30/2015	89.09
10-47-133 HEALTH INSURANCE	490	Judd, Dennis L.	D. Judd dental insurance	490-515	05/30/2015	89.09
10-47-310 PROSECUTING ATT	490	Judd, Dennis L.	Prosecuting Attorney	490-315	03/31/2015	3,374.42
10-47-310 PROSECUTING ATT	490	Judd, Dennis L.	Prosecuting Attorney	490-415	04/30/2015	3,374.42
10-47-310 PROSECUTING ATT	490	Judd, Dennis L.	Prosecuting Attorney	490-515	05/30/2015	3,374.42
10-47-330 CITY ATTORNEY - CI	490	Judd, Dennis L.	Civil matters	490-315	03/31/2015	3,547.33
10-47-330 CITY ATTORNEY - CI	490	Judd, Dennis L.	Civil matters	490-415	04/30/2015	3,547.33
10-47-330 CITY ATTORNEY - CI	490	Judd, Dennis L.	Civil matters	490-515	05/30/2015	3,547.33
10-47-610 MISCELLANEOUS C	490	Judd, Dennis L.	Copies, phone calls, etc.	490-315	03/31/2015	50.00
10-47-610 MISCELLANEOUS C	490	Judd, Dennis L.	Copies, phone calls, etc.	490-415	04/30/2015	50.00
10-47-610 MISCELLANEOUS C	490	Judd, Dennis L.	Copies, phone calls, etc.	490-515	05/30/2015	50.00
Total CITY ATTORNEY:						<u>21,182.52</u>
10-50-250 C. HALL BLDG EQUI	1138	Vernal Fire Extinguisher	Inspections, refills, new extinguish	13415	05/26/2015	103.00
10-50-260 GROUNDS EQUIP/S	903	Strawberry River Enterprises	Lawn care	903-515	05/29/2015	1,195.00
10-50-270 UTILITIES - SHOP	46	Ashley Valley Water & Sewer	Water and sewer billing	0475-515SH	05/29/2015	56.00

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-50-270 UTILITIES - SHOP	46	Ashley Valley Water & Sewer	Water and sewer billing	0476-515SB	05/29/2015	56.00
10-50-270 UTILITIES - SHOP	760	Questar Gas	Monthly Gas Service	5668-515SH	05/26/2015	28.72
10-50-271 UTILITIES - CITY HAL	46	Ashley Valley Water & Sewer	Water and sewer billing	1050-515OF	05/29/2015	103.40
10-50-271 UTILITIES - CITY HAL	622	Mt. Olympus Waters	Equipment Rental	102094540522	05/22/2015	51.88
10-50-271 UTILITIES - CITY HAL	760	Questar Gas	Monthly Gas Service	2076-515OF	05/26/2015	39.32
10-50-271 UTILITIES - CITY HAL	760	Questar Gas	Monthly Gas Service	4475-515GEN	05/26/2015	21.35
10-50-271 UTILITIES - CITY HAL	760	Questar Gas	Monthly Gas Service	8966-515WW	05/26/2015	22.40
10-50-271 UTILITIES - CITY HAL	988	Strata Networks	Monthly Phone Service	2340079	05/31/2015	421.54
10-50-271 UTILITIES - CITY HAL	1099	Rocky Mountain Power	Monthly Electric Service	9526-515WW	06/03/2015	140.24
10-50-271 UTILITIES - CITY HAL	1107	Utah Department of Technology	Wide area network	511R1550029	05/31/2015	497.00
10-50-274 UTILITIES - ROADSID	46	Ashley Valley Water & Sewer	Water and sewer billing	0435-515RSP	05/29/2015	198.65
10-50-279 CELLULAR PHONE	988	Strata Networks	Cell Phone	2333517	05/31/2015	466.24
10-50-750 CAPITOL IMPROVEM	1132	Vernal Express	Fire station bid	75195	06/02/2015	225.25
Total GENERAL GOVERNMENT BUILDINGS:						3,625.99
10-51-250 EQUIPMENT, SUPPLI	1201	Xerox Corporation	Copy charges for M20i	79809524	06/01/2015	27.95
10-51-250 EQUIPMENT, SUPPLI	1201	Xerox Corporation	Copy charges for WC7845	79809582	06/01/2015	74.93
10-51-250 EQUIPMENT, SUPPLI	1201	Xerox Corporation	Copy charges for WC3550	79908718	06/02/2015	6.59
10-51-256 COMPUTER SUPPO	187	Caselle, Inc.	Monthly support	65467	06/01/2015	621.33
Total SUPPLIES/EQUIPMENT:						730.80
10-52-245 COMPUTER SUPPLI	1006	Uintah County Recorder	Internet charges	37249	06/01/2015	10.00
10-52-330 EDUCATION & WOR	1210	Zion's First National Bank	Land Use Registration	24492154	06/01/2015	125.00
Total PLANNING AND ZONING:						135.00
10-54-245 COMPUTER EXPENS	192	CDW Government, Inc.	Computer	VS21002	05/28/2015	872.99
10-54-249 EQUIPMENT/PURCH	259	Creative Culture Insignia, LLC	Badges	3935	04/14/2015	270.25
10-54-249 EQUIPMENT/PURCH	874	Skaggs Companies, Inc.	Vests	2488414RI	05/21/2015	692.00
10-54-249 EQUIPMENT/PURCH	1138	Vernal Fire Extinguisher	Inspections, refills, new extinguish	13415	05/26/2015	74.00
10-54-250 VEHICLE MAINTENA	627	Naples Car & Truck Wash	Car washes	233141	06/01/2015	167.25

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-54-250	VEHICLE MAINTENA	1087 Downtown Dodge	Air conditioner repair	23663	06/01/2015	385.90
10-54-251	FUEL & OIL	808 Rocky Mountain Lube & Muffler	Oil change #143	558130	05/22/2015	65.33
10-54-251	FUEL & OIL	808 Rocky Mountain Lube & Muffler	Oil change #147	558260	05/29/2015	46.25
10-54-251	FUEL & OIL	808 Rocky Mountain Lube & Muffler	Oil change #146	558390	06/04/2015	46.25
10-54-251	FUEL & OIL	808 Rocky Mountain Lube & Muffler	Oil change #121	558399	06/05/2015	49.33
10-54-251	FUEL & OIL	1174 Pilot Travel Centers, LLC	Monthly fuel purchases	211446263	06/01/2015	2,121.55
10-54-332	MOBILE UNIT EXPEN	53 AT&T Mobility	Wireless Data Connections	287259274777	05/20/2015	290.59
10-54-334	K-9 EXPENSES & EQ	448 Intermountain Farmers Assoc.	Dog food	1005494898	06/01/2015	470.15
Total POLICE DEPARTMENT:						5,551.84
10-57-270	UTILITIES - FIRE STA	760 Questar Gas	Monthly Gas Service	4568-515FD	05/26/2015	88.53
10-57-280	TELEPHONE	988 Strata Networks	Internet and phone service at Fire	2340079	05/31/2015	91.88
Total FIRE PROTECTION:						180.41
10-58-251	FUEL & OIL	1174 Pilot Travel Centers, LLC	Monthly fuel purchases	211449208	06/01/2015	51.29
Total BUILDING INSPECTOR:						51.29
10-60-231	SAFETY & EDUCATI	1120 Utah LTAP Center	Chip seal class	2430	05/28/2015	45.00
10-60-250	EQUIPMENT REPAIR	537 Lewis-Goetz and Company	Shipping for hoses	VE012070	03/30/2015	40.08
10-60-250	EQUIPMENT REPAIR	1138 Vernal Fire Extinguisher	Inspections, refills, new extinguish	13415	05/26/2015	332.00
10-60-251	FUEL & OIL	871 Wex Bank - Sinclair Fleet Track	Fuel & oil	41036298	05/31/2015	96.41
10-60-251	FUEL & OIL	1174 Pilot Travel Centers, LLC	Monthly fuel purchases	211449208	06/01/2015	981.87
10-60-255	DUMP TRUCK MAINT	838 Safety Supply & Sign Co, Inc.	Light bar	148343	04/08/2015	1,302.32
10-60-265	SNOW REMOVAL	898 Staker Parson Companies	Road Salt	3788326	05/27/2015	1,508.10
10-60-272	HIGHWAY 40 BEAUTI	26 Allred's Yard & Garden	Hwy 40 plants	1008	05/26/2015	6,807.00
10-60-277	LANDFILL CHARGE	1003 Uintah County	Landfill tickets	2015-26	05/27/2015	500.00
10-60-278	BLUE STAKES	139 Blue Stakes of Utah	Monthly fax notifications	UT201501215	05/31/2015	101.37
10-60-472	SAFETY CLOTHING/	109 Basin Sports	Boots	412330	05/29/2015	131.99
10-60-472	SAFETY CLOTHING/	448 Intermountain Farmers Assoc.	Clothing	1005477687	05/29/2015	203.93
10-60-472	SAFETY CLOTHING/	448 Intermountain Farmers Assoc.	Clothing	1005492933	06/01/2015	133.94

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total HIGHWAYS:						12,184.01
10-68-270	UTILITIES-STREET LI	1099 Rocky Mountain Power	Monthly Electric Service	1546-515ST4	06/04/2015	27.03
10-68-270	UTILITIES-STREET LI	1099 Rocky Mountain Power	Monthly Electric Service	1546-615ST	06/01/2015	2,197.11
Total STREET LIGHTS:						2,224.14
10-70-271	UTILITIES OF EAST	46 Ashley Valley Water & Sewer	Water and sewer billing	1128-515PK	05/29/2015	85.74
Total PARKS:						85.74
Grand Totals:						45,875.61

## Report Criteria:

Invoices with totals above \$0.00 included.  
Only unpaid invoices included.

**MEMO TO: Joshua Bank, City Manager/ Naples City Council**

**FROM:** Dale Peterson, Building Official

**Date:** 05/28/2015

**SUBJECT:** Business license for **Mieka's Salon**

2854 South 2500 East

Naples, Utah 84078

**Comments:** Meika's Salon meets the requirements of for a home occupation business license.

The Salon is constructed to handle only one customer at a time (one Chair).

The Salon has a private restroom facilitie and a private parking space.

**Suggested Action to the Council:** Approval of the business license.

Documents submitted to Council  
this 11 day of June, 2015

**EMERGENCY/SECONDARY ROAD SUBDIVISION IMPROVEMENT AND  
GUARANTEE AGREEMENT  
FARM 2014**

This Subdivision Improvement and Guarantee Agreement ("Agreement") is entered into as of June \_\_, 2015, by and between the parties described below for the purpose of guaranteeing completion of improvements hereinafter described.

**PARTIES**

**"Developer":** Nash Family, LLC  
Attn: Ray Nash, CEO and Manager  
13721 E Marina Dr. Unit B  
Aurora, CO 80014  
303-755-8096

Agent: Cliff Grua, COO  
2122 West 1000 South  
Vernal, UT 84078  
435-790-4480

**"City":** Naples City, a municipal corporation of the State of Utah,  
1420 East 2850 South  
Naples, Utah 84078

**RECITALS**

A. Developer desires to have approved a subdivision plat in the City known as Phase 1 of The Farm Subdivision 2014 Phase 1 ("2014 Phase 1") as illustrated on Exhibit "A".

B. City has previously approved the development of certain property owned by Developer west of 2014 Phase 1 including what are known as Lots 1 – 33 of The Farm Subdivision Phase 1 and Phase 2 and another plat which provided for the construction of a portion of a dedicated public street known 1820 South Road Access from 2000 East to just east of 2050 East ("Existing 1820").

C. Developer owns additional property ("Additional Property") in the vicinity of the 2014 Phase 1 as more fully described in Exhibit "B".

D. City is willing to approve and record the 2014 Phase 1 subject to certain conditions specified herein.

Now, therefore, in consideration of the foregoing Recitals, the following mutual promises, the payment of \$10 and the exchange of other good and valuable consideration, the receipt and sufficiency of which are conclusively established, Developer and City (each a "Party" and collectively the "Parties") agree as follows:

**TERMS AND CONDITIONS**

1. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and Exhibits “A” – “F” are hereby incorporated into this Agreement and are made a part hereof.
2. **Public Improvements to be completed by Developer.** Developer shall construct all public improvements within the 2014 Phase 1 to all applicable City standards.
3. **Access Road.** Because the 2014 Phase 1 is beyond the allowable length for a single point of access pursuant to applicable City standards Developer shall do the following:
  - 3.1. **Temporary Road.** A 12 foot wide gravel surfaced crowned and ditched roadway temporary emergency road (“Temporary Emergency Access”) shall be constructed on or before September 30, 2015. The road geometric section, required signage, plan view of route, and the easement are depicted upon the attached (Exhibit “C”). The Temporary Emergency Access shall be located within the property (“Road Easement”) (which is a portion of the Additional Property) as specified in Exhibit “C”. The Temporary Emergency Access shall be designed to accommodate emergency vehicles of 70,000 pounds of gross weight and the design shall be reviewed and approved by the City Engineer. The road will be constructed in a location and to a standard to allow the construction effort to be incorporated into a permanent road for future subdivisions phases.
  - 3.2. **Security for the Temporary Road.** As security for the timely construction of the Temporary Road, Developer shall execute a Deed of Trust in the form attached as Exhibit “E”. The Deed of Trust shall be in a first position.
  - 3.3. **No Parking.** To maintain emergency access, no machinery, trailers, vehicles or other property may be stored or parked on or along-side the Temporary Emergency Access except parking of vehicles along-side of the Temporary Emergency Access for limited periods of time (not to exceed twenty four hours) for the purpose of construction, road maintenance, or for providing emergency service.
  - 3.4. **Maintenance/snowplowing of the Temporary Emergency Access.** Developer will, at its sole cost and expense, maintain the Temporary Emergency Access in good operating condition at all times, including plowing snow as necessary, to ensure the provision of safe access by emergency vehicles, personnel, and equipment. If the City believes that the Temporary Emergency Access is not being maintained or snowplowed as required then the City shall give notice to Developer or its Agent of any claimed defects. If the parties disagree about this issue the parties shall engage in the dispute resolution processes specified below in Sections 9, 10 and 11.
  - 3.5. **Emergency Repairs.** If the City becomes aware of emergency safety conditions on the Temporary Emergency Access then the City shall attempt to contact Developer or its Agent and request that the necessary repairs be completed immediately. However, if the City is not able to contact Developer or its Agent or Developer is unable to effectuate such emergency repairs then the City may make emergency repairs as needed. In such cases, Developer will be notified after the repair of the cost and amount due, as well as the reasons for making the emergency repairs.
4. **Paved Secondary Access.**
  - 4.1. **Time for Construction of the Paved Secondary Access.** Unless such timing is extended as provided in Section 6, on or before July 1, 2019 Developer shall have

entered into a contract with a licensed contractor to substantially complete, on or before November 1, 2019, a paved secondary access road ("Paved Secondary Access") within the Road Easement designed to the standards specified in Exhibit "D".

- 4.2. Security for the Paved Secondary Access. As security for the timely construction of the Paved Secondary Access, Developer shall execute a Deed of Trust in the form attached as Exhibit "E". The Deed of Trust shall be in a first position.
  - 4.3. City Construction of the Paved Secondary Access. If Developer fails to comply with the requirements for constructing the Paved Secondary Access specified in this Section 4 then the City may, at its sole option, foreclose on the Deed of Trust and construct the Paved Secondary Access. City may construct the improvements to the extent funds are available from the Developer or from the proceeds of the Trust Deed. Developer has primary responsibility to install improvements.
  - 4.4. No Parking. To maintain emergency access, no machinery, trailers, vehicles or other property may be stored or parked on or along-side the Paved Secondary Access except parking of vehicles along-side of the Paved Secondary Access for limited periods of time (not to exceed twenty four hours) for the purpose of construction, road maintenance, or for providing emergency service.
  - 4.5. Maintenance/snowplowing of the Paved Secondary Access. Developer will, at its sole cost and expense, maintain the Paved Secondary Access in good operating condition at all times, including plowing snow as necessary, to ensure the provision of safe access by emergency vehicles, personnel, and equipment. If the City believes that the Paved Secondary Access is not being maintained or snowplowed as required then the City shall give notice to Developer of any claimed defects. If the parties disagree about this issue the parties shall engage in the dispute resolution processes specified below in Sections 9, 10 and 11.
  - 4.6. Emergency Repairs. If the City becomes aware of emergency safety conditions on the Paved Secondary Access then the City shall attempt to contact Developer and request that the necessary repairs be completed immediately. However, if the City is not able to contact Developer or Developer is unable to effectuate such emergency repairs then the City may make emergency repairs as needed. In such cases, Developer will be notified after the repair of the cost and amount due, as well as the reasons for making the emergency repairs.
5. **Permanent 1820 South.**
- 5.1. Time for Construction of the Permanent 1820 South. Unless such timing is extended as provided in Section 6, within four years from the substantial completion of the Paved Secondary Access Developer shall have entered into a contract with a licensed contractor to substantially complete, on or before November 1, of that year (except for winter as provided below), 1820 South Street to the City's standards for such a subdivision street. If the Permanent 1820 South is constructed by Developer other than as a part of a subdivision of the Additional Property it shall not include sidewalks.
  - 5.2. Security for the Permanent 1820 South. Upon completion of the Paved Secondary Access, and as security for the timely construction of the Permanent 1820 South, Developer shall execute a Deed of Trust to secure performance of this agreement in

the form substantially similar to Exhibit "E".

**5.3. City Construction of the Permanent 1820 South.** If Developer fails to comply with the requirements for constructing the Permanent 1820 South specified in this Section 5 then the City may, at its sole option, foreclose on the Deed of Trust and construct the Permanent 1820 South, to the extent of available funds. The Permanent 1820 South if constructed by the City shall not include sidewalks, development may not occur until sidewalks are installed.

**6. Extension of time for Completing the Paved Secondary Access and the Permanent 1820 South.** If Developer constructs at least 800 feet of the Permanent Road, including sidewalks, in place of the Temporary Emergency Access Road on or before the November 1, 2019 then the date for completing the Paved Secondary Access shall be extended by two (2) years.

**7. Security of 2014 Phase 1 Improvements.** Developer shall provide security for the completion of improvements for the 2014 Phase 1 in the amount of \$164,500 in the form specified as Exhibit "F", Restricted Account Agreement. The Deed of Trust provided for the construction of the Paved Secondary Access shall also serve as security for the warranty portion of the 2014 Phase 1 Improvements.

**8. Acceptance of Existing 1820.** The City hereby acknowledges that Existing 1820 was accepted by the City as of December 1, 2014 for the purposes of starting the one-year warranty. A separate Warranty Agreement secured by a separate Deed of Trust is executed contemporaneously herewith.

**9. Meet and Confer regarding Disputes.** The City and Developer shall meet within fifteen (15) business days of any dispute regarding the interpretation or implementation of the Agreement to resolve the dispute.

**10. Mediation of Disputes.**

**10.1. Issues Subject to Mediation.** Disputes that are not subject to arbitration provided in Section 11 shall be mediated.

**10.2. Mediation Process.** If the City and Developer are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Developer shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

**11. Arbitration of Disputes.**

**11.1. Issues Subject to Arbitration.** Disputes that are subject to resolution solely or principally by scientific or technical experts such as traffic impacts, water quality

- impacts, pollution impacts, etc. are subject to arbitration.
- 11.2. **Mediation Required Before Arbitration.** Prior to any arbitration the parties shall first attempt mediation as specified in Section 10.
- 11.3. **Arbitration Process.** If the City and Developer are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Developer shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Developer's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Developer to pay the arbitrator's fees.
12. **Default.**
- 12.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party.
- 12.2. **Contents of the Notice of Default.** The Notice of Default shall:
- 12.2.1. **Specific Claim.** Specify the claimed event of Default;
- 12.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
- 12.2.3. **Materiality.** Identify why the Default is claimed to be material; and
- 12.2.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.
- 12.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in Sections 9 and 10. If the claimed Default is subject to Arbitration as provided in Section 11 then the parties shall follow such processes.
13. **Remedies.** If the parties are not able to resolve the Default by "Meet and Confer" or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies, except as specifically limited in Section 17:
- 13.1. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance but not including damages.
- 13.2. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 13.3. **Future Approvals.** The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.
14. **Public Meeting.** Before any remedy in Section 13 may be imposed by the City the party

allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

15. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 13 without the requirements of Sections 14. The City shall give Notice to the Developer of any public meeting at which an emergency default is to be considered and the Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

16. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

17. **Limitation on Recovery for Default – No Damages.** Neither party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer shall be specific performance.

18. **No Third-Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to City and Developer and not to third parties.

19. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

20. **Entire Agreement.** This Agreement, and all Exhibits thereto, is the entire agreement between the Parties relating to the subject matter of this Agreement and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

21. **Attorney Fees.** In the event there is a Failure to Perform under this Agreement and it becomes reasonably necessary for any Party to employ the services of an attorney in connection therewith (whether such attorney be in-house or outside counsel), either with or without litigation, on appeal or otherwise, the losing Party to the controversy shall pay to the successful Party reasonable attorney fees incurred by such Party, and such costs and expenses as are incurred in enforcing this Agreement.

22. **Notice.** Notice to Developer or City shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

**IN WITNESS WHEREOF,** the Parties have executed this Subdivision Improvement

and Guarantee Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

**NAPLES CITY**

**ATTEST:**

By \_\_\_\_\_  
Its City Administrator

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

**DEVELOPER**  
Nash Family, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_

**TABLE OF EXHIBITS**

- EXHIBIT A—PROPOSED SUBDIVISION DRAWING
- EXHIBIT B—DESCRIPTION OF ADDITIONAL PROPERTY
- EXHIBIT C—DESCRIPTION OF TEMPORARY EMERGENCY ACCESS
- EXHIBIT D—STANDARDS FOR PAVED SECONDARY ACCESS
- EXHIBIT E—FORM OF DEED OF TRUST FOR TEMPORARY ACCESS AND PAVED  
SECONDARY ACCESS
- EXHIBIT F—FORM OF RESTRICTED ACCOUNT AGREEMENT

EXHIBIT "A"  
PROPOSED SUBDIVISION DRAWING



## EXHIBIT B

### DESCRIPTION OF ADDITIONAL PROPERTY

BEGINNING AT A POINT WHICH BEARS N02°24'19"W 962.37 FT FROM THE CENTER OF SECTION 31, T4S, R22E, S.L.B.&M. ALONG THE N-S 1/4 SECTION LINE OF SAID SECTION 31 AND N87°15'21"E 222.65 FT WHICH LINE IS ALSO PARALLEL TO THE E-W 1/4 SECTION LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING; THENCE N14°33'35"W 109.96 FT ALONG AN EXISTING FENCE; THENCE N11°17'08"W 22.15 FT ALONG AN EXISTING FENCE; THENCE N05°55'08"W 23.72 FT ALONG AN EXISTING FENCE; THENCE N20°31'36"E 210.12 FT ALONG AN EXISTING FENCE; THENCE N06°14'01"W 25.10 FT ALONG AN EXISTING FENCE; THENCE N87°33'50"E 1711.00 FT; THENCE S01°56'12"E 578.96 FT; THENCE S88°43'47"W 101.95 FT; THENCE S59°19'07"W 43.11 FT; THENCE N61°23'46"W 80.88 FT; THENCE S88°43'47"W 73.60 FT; THENCE S02°24'19"E 241.81 FT; THENCE S87°01'48"W 60.00 FT; THENCE N02°24'19"W 208.89 FT; THENCE S84°23'12"W 120.40 FT; THENCE N69°50'24"W 108.52 FT; THENCE N37°42'28"W 42.71 FT; THENCE S87°15'12"W 116.78 FT; THENCE S33°58'47"W 99.42 FT; THENCE S57°28'00"W 115.87 FT; THENCE S80°16'46"W 101.04 FT; THENCE S76°02'54"W 102.29 FT; THENCE N79°06'01"W 102.98 FT; THENCE N84°25'09"W 99.18 FT; THENCE S82°41'32"W 116.64 FT; THENCE S87°15'21"W 122.09 FT TO THE NW CORNER OF LOT 9A1 OF THE FARM SUBDIVISION AMENDMENT B TO PHASE 1; THENCE N02°24'19"W 292.36 FT; THENCE S87°15'21"W 109.78 FT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 20 FT, A LENGTH OF 31.42' AND A CHORD DIRECTION OF N47°44'39"W 28.28 FT; THENCE S87°15'21"W 60.00 FT; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 20 FT, A LENGTH OF 31.42' AND A CHORD DIRECTION OF S42°15'21"W 28.28 FT; THENCE S87°15'21"W 47.58 FT TO THE POINT OF BEGINNING. CONTAINS ±23.56 ACRES MORE OR LESS.

## EXHIBIT C

### DESCRIPTION OF TEMPORARY EMERGENCY ACCESS

A ROAD EASEMENT OF 60' IN WIDTH, 30' EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE. BEGINNING AT A POINT IN THE SE 1/4 NE 1/4 OF SECTION 31, T4S, R22E, S.L.B.&M., WHICH BEARS N69°39'02"E 1753.54' FROM THE CENTER OF SAID SECTION 31; THENCE N02°24'19"W 241.82'; THENCE ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 75°00'01", A RADIUS OF 250.00', AN ARC LENGTH OF 327.25' AND WHOSE CHORD BEARS N39°54'19"W A DISTANCE OF 304.38'; THENCE N77°24'20"W 336.09'; THENCE S12°35'40"W 160.46'; THENCE ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 84°27'12", A RADIUS OF 150.00', AN ARC LENGTH OF 221.10' AND WHOSE CHORD BEARS S54°49'16"W A DISTANCE OF 201.62'; THENCE N82°57'07"W 368.43'; THENCE ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 25°47'06", A RADIUS OF 75', AN ARC LENGTH OF 33.75' AND WHOSE CHORD BEARS N70°03'35"W A DISTANCE OF 33.47'; THENCE ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 35°34'37", A RADIUS OF 75', AN ARC LENGTH OF 46.57' AND WHOSE CHORD BEARS N74°57'20"W A DISTANCE OF 45.83'; THENCE S87°15'21"W 29.20' TO A POINT IN THE SW 1/4 NE 1/4 OF SECTION 31, T4S, R22E, S.L.B.&M., WHICH POINT IS N24°48'43"E 1049.40' FROM THE CENTER OF SAID SECTION 31.



**RAY NASH  
THE FARM SUBDIVISION  
2014 EMERGENCY ROAD - EXHIBIT A  
(GENERAL NOTES & GEOMETRIC STANDARDS)**

NOTE: TEMPORARY ROAD DESIGN AND CONSTRUCTION TO BE INCORPORATED INTO PERMANENT ROAD PROPOSED ON THE 2014 PHASE 1 CONCEPT PLAN WITH 5' MINIMUM SUB BASE LAYER AT DESIGN ELEVATION EXCEPT FOR A PORTION ALONG THE CAUSWAY WHERE DESIGN GRADES ARE TO BE DETERMINED.

DATE: 04-26-2014  
DESIGNER: RAY NASH  
PROJECT: 2014-001

**SCOPE OF WORK:**  
**SHAPING THE ROADWAY**

The roadway is to be adapted to the dimensions shown on the typical cross section included in this document. Care shall be given to ensure that the cut-way width is not less or significantly more than the dimensions given on the typical cross section.

The road shall have a crown as shown on the typical cross section to ensure that water will drain off of the travel-way surface.

Base course layers shall be compacted to 97% maximum dry density and ±2% optimum moisture content (Napier City Specifications).

Signs are to be placed as shown on these plans at the expense of the land owner.

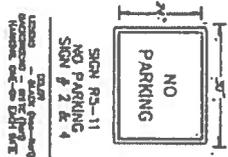
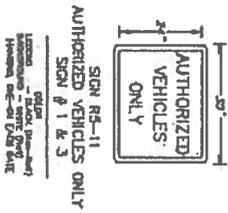
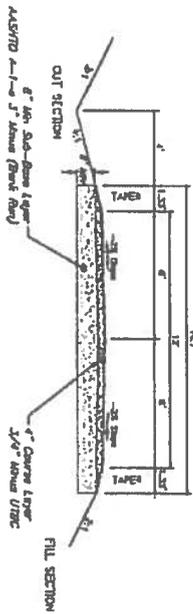
**MAINTENANCE:**

It will be the responsibility of the land owner to inspect condition of roadway for heavy truck traffic or heavy rains. Maintain a surface gravel depth of 4" for Grade roadway on potholes or ruts develop. Clean side ditches and wing ditches to prevent precipitation from causing travel surface.

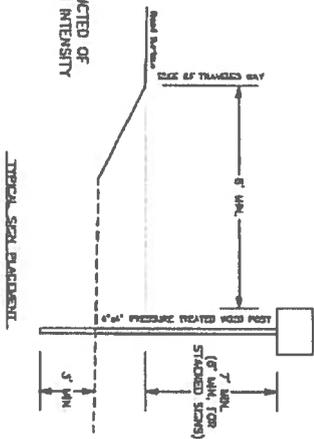
**SNOW REMOVAL:**

It will be the responsibility of the land owner to ensure roadway is passable by emergency vehicles following snowfall. Snowfall that obstructs passage shall be removed within 24 hours of storm event.

**TYPICAL ROADWAY SECTION  
TEMPORARY ROAD**



NOTE: ALL SIGNS SHALL BE CONSTRUCTED OF REFLECTIVE SHEETING TYPE III/IV HIGH INTENSITY MATERIAL (ASTM D4958-04)



SCALE: 1/4\"/>

SHEET 2

EXHIBIT "D"  
STANDARDS FOR PAVED SECONDARY ACCESS

**[Still don't have these]**

EXHIBIT "E"

FORM OF DEED OF TRUST FOR PAVED SECONDARY ACCESS

EXHIBIT "F"  
FORM OF RESTRICTED ACCOUNT AGREEMENT

Naples Fire Bid Review

06-08-15

Review committee attendance

- Justin Wallis – FFKR
- Joshua Bake - Naples City
- Dean Baker – Mayor, Naples City
- Jeremy Raymond – Uintah Fire District
- Brett Reynolds – Naples Fire Department
- Chris Clark – Uintah Engineering

A. Bidder:

B. Base Bid:

C. Project Duration:

D. Apparent Lowest Cost Proposal:

E. Value Based Selection Criteria

1. **Cost (100 Points).** The contractor's proposal will be scored in accordance with the following formula:

The lowest cost proposal will be awarded full points.

- Proposals within 1% of the lowest cost proposal will receive 90% of the points.
- Proposals within 2% of the lowest cost proposal will receive 80% of the points.
- Proposals within 3% of the lowest cost proposal will receive 70% of the points
- Proposals within 4% of the lowest cost proposal will receive 60% of the points
- Proposals within 5% of the lowest cost proposal will receive 50% of the points
- Proposals within 6% of the lowest cost proposal will receive 40% of the points
- Proposals within 7% of the lowest cost proposal will receive 30% of the points
- Proposals within 8% of the lowest cost proposal will receive 20% of the points
- Proposals within 9% of the lowest cost proposal will receive 10% of the points
- Proposals within 10% of the lowest cost proposal will receive 0% of the points

2. **Strength of Contractor's Team (140 Points)**

— 40 Points. **Company Experience:** show the overall experience of the Company and past performance in relation to projects of similar scope and cost.

— 60 Points. **Project Team Member Experience:** show the overall experience and prior performance of the Project Team Members in relation to projects of similar scope and cost, other current projects and percent of commitment, years of experience and years of experience with current company.

— 20 Points. **Past Project Experience as a Team:** show the amount of experience the project team has together on past successful projects.

- 20 Points. **Team Member Availability:** show the availability of the team considering current project assignments and their commitment to these projects.

**3. Project Management Approach (110 Points)**

- 15 Points. **Cost Control Plan:** Show how the Team will approach managing and controlling project costs, including change requests.
- 10 Points. **Scope Control Plan:** Show the Team approach to collaborating with and managing the expectations of the Stakeholders.
- 10 Points. **Project Communication Plan:** show how the team will identify and communicate with the Stakeholders (Owner and Architect).
- 10 Points. **Subcontractor and Vendor selection Plan:** show how subcontractors and suppliers will be selected and managed.
- 10 Points. **Site and Staging Plan:** provide a detailed project specific plan addressing such as but not limited to; staging, traffic control, delivery & unloading, parking, public safety, crane access etc....
- 15 Points. **Risk Identification and Mitigation Plan:** provide detail list of risks and a mitigation plan.
- 10 Points. **Schedule Control Plan:** provide a detailed Schedule include identifying, managing and controlling critical path activities.
- 10 Points. **Safety Plan:** provide a Company Safety Plan and the Project Specific Safety Plan
- 15 Points. **Overall Understanding of Project:** show the overall understanding of the project, and the Team members on past successful projects.
- 5 Points. **Change Control Plan:** show how the Team will manage and control RFI's, ASI's, PR's, PCO'S and change order pricing.

**4. Prior Loss History (50 Points)**

- 25 Points. **Liabilities:** Based on responses provided on bid form Judgements, Convictions & Past Projects and investigation.
- 25 Points. **Workers Comp/ Injuries / Loss of time / workdays:** provide a company report of any workers compensation claims, work related injuries reported and loss of time/workdays due to related injuries over the past (4) years.

**400 POINTS TOTAL**

\_\_\_ **Bidders Total Points**

NAPLES CITY

ORDINANCE #15-171

**QUESTAR GAS COMPANY FRANCHISE**

An Ordinance Granting to Questar Gas Company,  
its Successors and Assigns, a Natural Gas Franchise

WHEREAS, it is necessary to adopt a new Ordinance, "Questar Gas Company Franchise";  
and

WHEREAS, pursuant to Section 10-8-84, Utah Code Annotated the City has the authority  
to protect the public health, safety and welfare of the City; and

WHEREAS, Section 10-8-21, Utah Code Annotated authorizes the City to regulate the sale  
and use of gas within the city, and regulate the inspection of the meters therefor; and

WHEREAS, pursuant to Section 10-8-14(1)(b), Utah Code Annotated the City may authorize  
the construction, maintenance, and operation of the gas works by others; and

WHEREAS, Section 10-8-11, Utah Code Annotated authorizes the City to regulate the use  
of streets, sidewalks, crosswalks, and public grounds, prevent and remove obstructions, and  
encroachments thereon.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Naples City as follows:

Section 1. Ordinance #15-171, "Questar Gas Company Franchise", as set forth below  
is adopted and enacted.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPLES, CITY UTAH:**

1. **Purpose.** The purpose of this Franchise Ordinance is to grant to Questar Gas Company, a Utah  
corporation, its successors and assigns (herein called the "**Company**"), a non-exclusive right to use the  
Public Way within *Naples* City (herein called the "**City**") for a natural gas franchise, under the constraints  
and for the consideration enumerated in this Franchise Ordinance.

2. **Short Title.** The Ordinance shall be known as the Questar Gas "Franchise Ordinance."

3. **Franchise Grant.** There is hereby granted to the Company, the right, privilege and authority to  
construct, maintain, excavate, and operate in, under, along, over and across the present and future Public Way  
(as defined below), a gas distribution system, together with all reasonably necessary appurtenances for the  
sole purpose of furnishing natural gas to the City, the inhabitants thereof, and persons, businesses and  
agencies (hereinafter collectively referred to as "residents"). This Franchise Ordinance is applicable only to  
the Public Way as defined in this Franchise Ordinance and should not be deemed as an authorization or right  
for the Company to place Company Facilities (as defined below) on any other property owned by the City,  
including City Parks or City office buildings.

4. **Definitions.** For the purposes of this Franchise Ordinance, the following words and terms shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning. Unless otherwise expressly stated or clearly contrary to the context, words and terms not defined herein shall be given the meaning set forth in the Revised Ordinances of *Naples* City; if not defined in the Revised Ordinances of *Naples* City, the meaning set forth in any State energy regulatory agency orders of general applicability; and if not defined either in the Revised Ordinances of *Naples* City or in a general State energy regulatory agency order, their common and ordinary meaning.

When not inconsistent with the context, words used in the present tense include the future tense and vice versa; words in the plural number include the singular number and vice versa; and the masculine gender includes the feminine gender and vice versa. The words “shall” and “will” are mandatory; the word “may” is permissive.

- (a) “**City**” shall mean *Naples* City, Utah, and its successors and assigns.
- (b) “**City Property**” shall mean all properties, facilities or objects currently or in the future owned or operated by the City within the present and/or future corporate limits of the City.
- (c) “**Company**” shall mean Questar Gas Company and its successors and/or assigns.
- (d) “**Company Facilities**” shall include, but not be limited to, mains, pipes, laterals, and all attachments, appurtenances, incidental accessories and related equipment located within the Public Way within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Company reasonably needed to provide natural gas service.
- (e) “**Construction**” or “**Construct**” shall mean, without limitation, constructing, acquiring, laying, maintaining, testing, operating, extending, renewing, relocating, removing, replacing, repairing, and using Company Facilities.
- (f) “**Emergency**” shall mean any event which causes or may cause: (i) a safety hazard or reasonably imminent damage to Company Facilities or City Property; (ii) an imminent threat of personal injury or property damage; or (iii) a natural gas service interruption.
- (g) “**Maintenance**,” “**maintaining**,” or “**maintain**” shall mean, without limitation, repairing, replacing, relocating, examining, testing, and inspecting.
- (h) “**Person**” shall mean any individual, person, firm, partnership, association, corporation, company, governmental entity, or organization of any kind.
- (i) “**Public Way**” shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way, alley, court, boulevard, parkway, or drive owned by the City or any easement now or hereafter held by the City for the purpose of public use, and shall include other easements or rights of way as shall be now held or hereafter held by the City which shall, within their proper use and meaning entitle the Company to the use thereof for the purposes of installing, maintaining and operating Company Facilities.
- (j) “**Services**” shall mean all natural gas service provided by the Company, in the form of the transportation, delivery and/or sale of natural gas.

## 5. Term.

(a) Initial Term. The term of the franchise granted herein is for a period from and after its effective date, of five (5) years; subject to early termination, or revocation as provided herein below in Section 21.

(b) Renewal. The Company shall notify the City Manager in writing at least eighteen (18) months before expiration of the initial term and again at least nine (9) months before expiration. The notice shall recite this section in a manner clearly to alert the City of the need to renew the Franchise Ordinance. In the event that the Company fails to provide such notice or the parties are unable to negotiate a renewal by the termination date, then notwithstanding other language contained herein, this Franchise Ordinance shall continue from month to month after the end of the initial term subject to termination upon thirty (30) days written notice by the City. The Company shall pay all costs of legal notices required for the public hearing prior to ordinance renewal adoption and the ordinance publication costs thereafter.

**16-34-6. Acceptance by Company.** Within thirty (30) days after the adoption of this Franchise Ordinance by the City Council, the Company shall file an unqualified written acceptance thereof with the City Recorder of *Naples*; otherwise, this Franchise Ordinance and the rights granted herein shall be null and void.

**16-34-7. Non-Exclusive Franchise.** The right to use and occupy the Public Way for the purposes herein set forth is not, and shall not be deemed to be an exclusive franchise, and the City reserves the right to itself to make or grant a similar use in the Public Way to any other person, firm, or corporation.

**16-34-8. City Regulatory Authority.** Recognizing that the City has certain nondelegable duties regarding the safety of its streets, the City expressly reserves, and the Company expressly recognizes the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances, rules and regulations as the City may deem necessary in the exercise of its police power in the performance of such duties for the protection of the health, safety and welfare of its citizens and their properties.

**16-34-9. Subdivision Plats.** The Company shall promptly review subdivision plats sent to it for approval, and shall make good faith efforts to promptly resolve any objections it has or issues raised by such review in accordance with applicable law.

### **16-34-10. Extension of City Limits.**

(a) City Annexations. Upon the annexation of any territory to the City, the right and franchise granted herein shall extend to the territory so annexed to the extent the City has authority. All facilities owned, maintained, or operated by the Company located within, under, or over the Public Way of the territory so annexed shall thereafter be subject to all terms hereof.

(b) Notice of Addresses to Be Annexed. When territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to the Company: (a) each site address to be annexed as recorded on County assessment and tax rolls; (b) a legal description and map of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed

annexation. Such notices shall be mailed to:

Questar Gas Company  
Vice President, Operations  
180 East 100 South  
Salt Lake City, Utah 84111

With a copy of the notice to:

Questar Gas Company  
Office of the General Counsel  
180 East 100 South  
Salt Lake City, Utah 84111

(c) Annexation of Questar Gas Property. When any property owned in fee by the Company becomes eligible for voluntary annexation to the City, the Company will, upon request of the City, petition to annex that property, provided that no condition of such annexation shall impair the Company's ownership of its property. Except as herein provided, the Company agrees to comply with all terms and conditions imposed upon the annexation by the City which are no more stringent than those generally imposed upon property owners seeking annexation of their land to the City. The foregoing obligation shall not apply with respect to the Company's natural gas corridor(s) extending beyond City boundaries, except to the extent that such natural gas corridor is or will be contiguous to and parallel with a City boundary

**16-34-11. Indemnification.**

(a) No City Liability. Except as otherwise specifically provided herein, the City shall not be responsible nor liable in any manner for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by the Company of the Company Facilities and the franchise granted herein, including but not limited to the construction, operation and maintenance of its lines and appurtenances hereunder.

(b) Company Indemnification of City. The Company shall indemnify, defend and hold the City harmless from and against any and all claims, lawsuits, demands, liens and all liability or damage of whatsoever kind on account of or arising from the grant of this Franchise Ordinance and the exercise by the Company of the related rights, or from the operations of the Company within the City, and shall pay the City's costs of defense, including all reasonable attorney's fees and costs except to the extent any such claim, lawsuit, demand, lien, liability or damage is caused by the negligent acts or omissions or reckless or willful misconduct of the City or any of its officers, employees, agents, officials or volunteers. Said indemnification shall include but not be limited to the Company's negligent acts or omissions or reckless or willful misconduct pursuant to its use of the rights and privileges of this Franchise Ordinance, including construction, operation and maintenance of natural gas lines and appurtenances whether or not any use, act or omission complained of is authorized, allowed or prohibited by the Franchise Ordinance.

This indemnity shall include but is not limited to and shall apply, without limitation, to any action or cause of action for bodily injury or death, property damage, invasion of privacy, defamation, antitrust, errors and omissions, theft, fire, violation or infringement of any copyright, trademark, trade names, service mark or patent, or any other right of any Person, firm or corporation, whether or not any act or omission complained of is authorized, allowed or prohibited by this ordinance or any Agreement, except to the extent any such claim, action, damage, loss and/or expense is caused by the negligent acts or omissions or reckless or willful misconduct of the City or any of its officers, employees, agents, officials, or volunteers.

(c) Notice of Indemnification. The City shall: (a) give prompt written notice to the Company of any claim, demand, lawsuit or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's reasonable judgment a conflict of interest may exist between the City and the Company with respect to such claim, lawsuit, demand or lien, permit the Company to assume the defense of such claim, demand, lawsuit or lien with counsel satisfactory to City. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lawsuit or lien arises out of or in connection with any negligent act or omissions or reckless or willful misconduct of the City or any of its officers, employees, agents, officials, or volunteers.

(d) Survive. This Section 11 of this Franchise Ordinance and its subparts shall survive the termination of this Franchise Ordinance.

(e) Defense. In the event that the City's tender of its defense to Company under this indemnity provision is rejected by the Company and Company is later found by a court of competent jurisdiction to have a duty to defend, Company agrees to pay City's reasonable settlement of claims, costs, expenses and attorney's fees incurred in proving such duty, defending itself, and enforcing this indemnity provision.

## **12. Insurance and Bonding.**

(a) Insurance. The Company shall responsibly self-insure or maintain insurance in an amount sufficient to cover its obligations and liabilities set forth in Section 11, in lieu of any insurance as may be required in any City ordinances.

(b) Bonding. Pursuant to Section 13-1-14(b) of the City ordinances, the requirement to file a corporate surety bond is expressly waived. Notwithstanding the foregoing sentence, however, the Company shall maintain on file with the City a self-bond in an amount of \$25,000 or in such other amount as is acceptable to the City based upon the amount of construction and excavation work that requires a permit.

**13. City Authority.** The City's Mayor, or any successor or temporary head of the executive branch of government, is hereby designated the official of the City having full power and authority to take appropriate action for and on behalf of the City and its inhabitants to enforce the provisions of this Franchise Ordinance and to investigate any alleged violations or failures of the Company to comply with the provisions hereof or to adequately and fully discharge its responsibilities and obligations hereunder. The failure or omission of the Mayor to so act shall not constitute any waiver or estoppel.

(a) Delegate. The Mayor may delegate certain oversight responsibilities to the department directors responsible for construction within the Public Way or for the finances of the City. When acting as the Mayor's designee, a department director shall have all the power and authority conferred herein upon the Mayor.

(b) Access to Books. For the sole and limited purpose of facilitating the duties defined in this Franchise Ordinance, the Company agrees to grant the Mayor, or his representatives or agents reasonable access to the books and records of the Company insofar as they relate to any matters covered by this Franchise Ordinance; to provide the Mayor with such reasonable and necessary reports containing or based on information readily obtainable from the Company's books and records within thirty (30) days after written request; and to provide the Mayor, upon written request not more than once every year, a list of utility-related real property owned or leased by the Company within the City. The Company agrees to cooperate fully with the City in conducting the inspection and/or audit and to correct any discrepancy affecting the City's interest in a prompt and efficient manner.

**14. Plan, Design, Construction and Installation of Company Facilities.**

(a) Annual Information Coordination. Upon request by either the City or the Company, not more often than annually, the Company and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City, with a view toward coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any documents received by the City from the Company regarding future capital improvements that may involve land acquisition shall be protected under Utah Code Ann., Section 63G-2-305(2), or under any successor statute or ordinance.

(b) Installation and Maintenance of Company Facilities.

(i) The Company shall obtain all necessary permits or approvals for construction, maintenance and operation of Company Facilities, and shall at all times be subject to and comply with all laws, statutes, codes, rules, regulations, standards, and procedures regarding the construction, operation or maintenance of Company's Facilities, whether Federal, State or local, now in force or which, hereafter, may be promulgated (including but not limited to zoning, land use, historic preservation ordinances, safety standards, and other applicable requirements) and good industry practices. The City may inspect the manner of such work and require remedies as may be necessary to assure compliance. In the event the Company should fail to comply with the terms of any City ordinance, regulation or requirement in the construction, maintenance and operation of Company Facilities, the City shall give the Company written notice of such non-compliance and the

time for correction provided by ordinance, or a reasonable time for correction if there is no applicable ordinance.

(ii) All work in City streets shall be done in a safe manner, and shall follow the City Standard Specifications for Construction as it may be amended from time to time, and the latest version of the Manual of Uniform Traffic Control Devices (MUTCD) adopted and published by the Federal Highway Administration (FHWA). Upon the City's request, the Company will provide the City with a status report of such measures.

(iii) All Company Facilities shall as mutually agreed to by both the Company and the City, be located so as to cause minimum interference with: (A) public use of the Public Way; (B) the City's water mains, storm water infrastructure, street lights, or any other municipal use of the Public Way; and (C) trees and other natural features when in the Public Way.

(iv) The installation, maintenance, renovation, and replacement of Company Facilities in the Public Way shall be performed and maintained in a commercially good and workmanlike manner.

(c) Emergency Repairs. It is understood that the repair of Company Facilities involves the health, safety, and welfare of the community and from time to time must be done under Emergency circumstances which will make the prior acquisition of a permit infeasible. In any Emergency event where a City street is cut or excavated, the Company shall provide the City Public Works Director with notification of such work through Central Dispatch Center or its successor as soon as reasonably practicable, but not later than one hour following the commencement of such work, or, if the time of notice of such work occurs after the close of City business, then within the first hour of the next day on which the City is open for business.

(d) Damage to Public Property. If, during the course of work on Company Facilities, the Company causes damage to or alters any Public Way, the Company shall (at its own cost and expense and in a manner approved by the City's Manager) replace and restore it in as good a condition as existed before the work commenced. Except in case of Emergency, the Company shall, prior to commencing work in the Public Way, obtain a permit to perform such work from the City. Such permit shall not be unreasonably withheld. The Company will abide by all applicable ordinances, rules, regulations and requirements of the City Engineer for such work(s).

(e) Safety. The Company shall at all times operate, repair, and maintain the Company Facilities in a safe and careful manner.

## **15. Company Excavations and Relocations**

(a) Excavations. The Company shall comply with all City requirements for excavation and construction, with the exception of insurance and bonding requirements that shall be in accordance with Section 12. The Company shall be responsible for obtaining all applicable permits, except as provided in Section 14(c). The City shall have the right, but not the obligation, to inspect all

construction or excavation. All construction and excavation work done by the Company shall be performed in a timely and expeditious way in conformity with the applicable laws and ordinances, including any City Standard Specifications and Details for Municipal Construction and in a manner which minimizes the inconvenience to the public or individuals. All public property in or adjacent to the Public Way disturbed by Company construction or excavation activities and, unless otherwise agreed to by Company and private landowner, all private property in or adjacent to the Public Way likewise disturbed, shall be restored as soon as possible by the Company, at its expense, to substantially its former condition or better, subject to inspection by the City and compliance by the Company with reasonable remedial action required by the City Engineer or his representative pursuant to said inspection. The Company shall comply with the City's requests for reasonable and prompt action to remedy all damage to public property in or adjacent to the Public Way where the Company is performing excavation or construction work. Restoration of any private property by Company shall comply with applicable City ordinances and conditions.

(b) **Relocation.** Whenever the City shall, in the interest of the public convenience, necessity, health, safety and general welfare require the relocation or reinstallation of any Company Facility within a Public Way, the Company shall, upon at least two weeks notice by the City, promptly commence the relocation or reinstallation process and diligently complete work to remove and relocate or reinstall such Company Facility as may be reasonably necessary to meet the requirements of the City. Such relocation, removal or reinstallation by the Company shall be at no cost to the City. Before requiring a relocation of Company Facilities, the City shall, after making a reasonable effort to consult with the Company on the relocation, identify a reasonable alignment for the relocated Company Facilities within the Public Way if one is available. If a City project is funded by Federal or State monies that specifically includes an amount allocated to defray the expenses of relocation of Company Facilities, the City shall reimburse the Company up to the extent of such specified amount for any reasonable relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such Federal or State funds earmarked for that purpose. The requirements of this subsection (b) shall not be construed to be in derogation of any right or cause of action for reimbursement the Company may have against a developer or other private interest which causes the need to move Company Facilities. Such right or cause of action, however, shall not be used as an excuse to delay or avoid its obligations under this subsection (b).

**16. No Waiver.** Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Franchise Ordinance by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**17. No Assignment without City Approval.** This Franchise Ordinance may not be assigned or transferred without the express written approval of the City, which approval shall not be unreasonably withheld; except that the Company may freely assign the Franchise granted under this ordinance in whole or in part (i) to any successor-in-interest or transferee of Company having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within the City, (ii) to a parent, subsidiary or affiliated entity or, (iii) as part of any internal corporate financing, reorganization, or refinancing. Any proposed assignment which

requires City approval shall be submitted to the City together with written confirmation of the assignee's written acceptance of all terms and conditions of the Franchise Ordinance and promise of compliance. The City shall have at least 90 days in which to approve in writing such a proposed assignment before the proposed effective date of the assignment. The City may inquire or hold formal or informal hearings as determined by the Council into the ability and willingness of the proposed transferee to operate, including, but not limited, to financial, technical, and other capability to operate the Company under this Franchise Ordinance. In the event of transfer or assignment in whole or in part to secure indebtedness, consent by the City shall not be required. The Company shall promptly file with the City any assignment or transfer which does not require prior City approval within 30 days of its effective date.

**18. Amendment.** At any time during the term of this Franchise Ordinance, the City through its City Council, or the Company may propose amendments to this Franchise Ordinance by giving Thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise Ordinance shall be effective until mutually agreed upon by the City and the Company and formally adopted as an ordinance amendment.

**19. Non-Contestability.** Neither the City nor the Company will take any action for the purpose of securing modification of this Franchise Ordinance before either the Public Service Commission or any Court of competent jurisdiction; provided, however, that neither party shall be precluded from seeking relief from a court of competent jurisdiction in the event the Public Service Commission's or other regulatory authority's orders, rules or regulations make performance under the Franchise Ordinance illegal.

**20. Notices.** Unless otherwise specified herein, all notices from the Company to the City pursuant to or concerning this Franchise Ordinance shall be delivered to the City's Manager. Unless otherwise specified herein, all notices from the City to the Company pursuant to or concerning this Franchise Ordinance shall be delivered to the Vice President, Operations of Questar Gas Company at 180 East 100 South, Salt Lake City, Utah 84111 or such other officer as the Company may advise the City of by written notice.

**21. Early Termination, Revocation or Forfeiture.**

(a) **Terminate or Revoke Franchise Ordinance.** The City may terminate or revoke this Franchise Ordinance and all rights and privileges herein provided for any of the following reasons:

(i) The Company, by act or omission, materially violates a duty or obligation herein set forth in any particular within the Company's control, and with respect to which redress is not otherwise herein provided. In such event the City acting by or through its Council may, after hearing, determine that such failure is of a material nature; and thereupon, after written notice given the Company of such determination, the Company shall, within fifteen (15) days of such notice, commence and diligently pursue to completion efforts to remedy the conditions identified in the notice, and will have such time as is reasonably necessary to complete the needed work up to thirty

(30) days from the date it receives notice to remedy the conditions, except where the Company cannot reasonably complete the work in such time, in which case the time reasonably needed to complete the work shall be allowed (the "Remedial Period"). After the expiration of such Remedial Period and failure to correct such conditions, the City may terminate or revoke this Franchise Ordinance provided however, that any such termination or revocation shall be subject to judicial review as provided by law; or

(ii) The Company becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Company within thirty (30) days.

(b) Council Action. No Franchise Ordinance revocation or termination may be affected under this Section until the City Council shall first take action to terminate the Franchise Ordinance and set forth therein the reasons therefor, following not less than thirty (30) days prior written notice to the Company of the public hearing on the ordinance. The Company shall have an opportunity at the public hearing to be heard upon the proposed termination and, if terminated, the Council shall make findings of fact and state its reasons for such action.

(c) Company's Right to Challenge City Action. Nothing contained herein shall be deemed to preclude Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City Council or any successor governing body of the City following the adoption of the Franchise Ordinance.

**22. Inspection, Audit and Quality Control**. The City shall have the right to inspect any portion of the Company's system used to serve the City and its residents at all reasonable times upon three days written notice, or shorter notice where the City reasonably requests.

**23. Protect City Property**. The Company shall protect all City Property against injury which may arise out of the exercise by the Company of any rights or privileges herein granted. Except to the extent caused by the negligent acts or omissions or reckless or willful misconduct of the City, or any of its officers, employees, agents, officials or volunteers, the Company shall be liable for any interference, damage or injury suffered by the City as a result of the exercise by the Company of any rights or privileges herein granted. This Section shall be applicable only to City and Company relationships. Nothing herein contained shall be construed to affect the liability of the Company to third party claims.

**24. Payment of Municipal Energy Sales and Use Tax and Preservation of Rights**. The Company acknowledges that the City has levied a municipal energy sales and use tax (MET) of six percent (6%) on the sale or use of the delivered value of taxable energy within the City. The Company agrees to collect the MET and pay it directly to the City as provided in U.C.A. §10-1-301, *et. seq.* or any successor statute. To the extent legally permitted, the City may adjust the amount of the MET. Nothing in this Franchise Ordinance shall affect the City's right, under the MET, as provided by statute, or any other applicable law, to prospectively impose upon, charge or collect any lawful fee, tax, license fee, license tax, franchise fee or similar charge, or any combination of any of the foregoing, provided the City is or becomes legally authorized to do so. In the event that the

MET, or similar successor tax or fee is declared illegal, unconstitutional or void for any reason by any court or other proper authority, or in the event the Company provides other services than natural gas, or receives other revenues for services or for the use of its Company Facilities in the Public Way not covered by the MET, then the Company shall be contractually bound to pay the City as a franchise fee, on the same schedule as provided herein for the MET, an aggregate amount equal to the amount which would have been paid as the MET or such maximum amount as is allowed as a franchise fee for such service under law. In addition, if the franchise fee is determined invalid by a court or authority having jurisdiction, the City shall have the right to impose occupation and license fees and permit charges reasonably equivalent on an annual rate to said franchise fee as allowed by law.

**25. Meet and Discuss; Mediation.** Notwithstanding any other provision contained herein, before the City or the Company brings an action or claim before any court or regulatory body arising out of a duty or right arising under this Franchise Ordinance, the Company and the City shall first make a good-faith effort to resolve their dispute by discussion and then, if that fails, by nonbinding mediation by a mediator acceptable to both parties, the cost of which shall be borne equally by the parties.

Section 2. All former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or of the Code hereby adopted are hereby repealed.

Section 3. The provisions of this ordinance shall be severable; and if any provision thereof, or the application of such provision under any circumstances is held invalid, it shall not affect any other provision of this ordinance, or the application in a different circumstance.

Section 4. This ordinance shall become effective upon adoption and posting thereof, and written acceptance by Questar Gas Company as provided Section 6 of the ordinance. The City Recorder is hereby directed to post the ordinance as soon as practically possible.

PASSED AND APPROVED by the Naples City Council this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Naples City Council

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Dean Baker, Naples City Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

RECORDED this \_\_\_\_ day of \_\_\_\_\_, 2015.

(MMR)Naples Ordinance15-171.060515.wpd

**Memo to: City Council**

**From:** Jim Hayer

**Subject: Expenditures for seat covers and floor covering**

**Recommendation:** For the council to approve expenditures for seat covers for the bucket truck from 40-40-269

**Summary** These seat covers have a 2 year warranty, and lifetime installation warranty covered locally. When operating this truck they may have their body harness and lanyard on which is going to be hard on seats. This cover is built tough to withstand the use of this equipment in the truck.

The floor covers are built to fit the floors tightly which is rubber floors. The reason for the floor mats is to help keep the salt out of the cab. Or make it easier to move the salt out of the cab. The only time we have to deal with Salt is in the winter time.

Seat covers	\$527.80
Floor Mats	\$89.00
Total	\$616.80

Date: June 8, 2015

MEMO TO: City Council

FROM: Chief Watkins

SUBJECT: Training

Recommendation:

Approve training.

Summary:

Lieutenant Cox is attending a child abuse training paid for by the Children's Justice Center, meals are the only expense.

Corporal Whatcott has been accepted to attend the Great Program and has been assigned to teach on our elementary school. Our school is supporting this program and although we don't have a big problem with gangs, this program will teach other aspects of good decision making as well as placing the children in contact with a police officer. This training, lodging and tuition is free, meals are the only expense.



The Gang Resistance Education and Training program, in partnership with the Provo Police Department, is currently scheduled to conduct a G.R.E.A.T. Officer Training (GOT) on

**June 22 through July 1, 2015 in Provo, Utah.**

To apply, all applicants must complete a G.R.E.A.T. Officer Training Application. Once an applicant submits the application, the G.R.E.A.T. National Program Office will send the Agency Commitment Form to the e-mail address provided on the application. The Agency Commitment Form and a current Law Enforcement and Educational Agency Agreement must be on file with the G.R.E.A.T. National Program Office. If the applicant's agency has not submitted a signed agreement within 12 months of the training date, this form must also be submitted with the application. Each law enforcement agency needs to submit this form only one time every 12 months for all applicants attending G.R.E.A.T. training. Instructor Training Application.

For those attending a G.R.E.A.T. Officer Training, tuition fees will be covered through a grant from the Office of Juvenile Justice and Delinquency Prevention (OJJDP). Selected trainings offer complimentary double-occupancy lodging for participants. The trainee or his/her agency is responsible for all transportation costs and meal costs (see below for scholarship assistance).

I encourage you to take advantage of an additional G.R.E.A.T. Families training class that will be offered following the G.R.E.A.T. Officer Training course, lodging and tuition is also covered.

This specialized Families training is available for certified G.R.E.A.T. instructors who are interested in delivering the G.R.E.A.T. Families component in their communities. This intensive training will prepare lead facilitators to plan, organize, and conduct the G.R.E.A.T. Families program in their communities. Certified lead facilitators are authorized to train their own cofacilitation teams. Cofacilitators can include teachers, youth counselors, members of the faith community, parents, or other qualified adults who are committed to working with families.

The G.R.E.A.T. Families Training (GFT) is a 12 hour class. Only certified G.R.E.A.T. instructors are eligible to attend GFT classes. See the GFT Training Schedule for a list of current training opportunities and the G.R.E.A.T. Families Training Application to apply for training.

Summing up, if your officers are attending the G.R.E.A.T. Officer Training class, they will travel on Sunday and check into the hotel. Class begins on Monday and continues through Friday. The officers will have the weekend off and then class begins again on Monday and concludes Wednesday at about noon. The GFT class begins on Wednesday July, 1 and concludes Thursday, July 2, by noon. Attendees are able to fly home at 3:00 p.m. on either Wednesday or Thursday depending on their enrollment in the class/es.

Another funding source is the G.R.E.A.T. Foundation Inc. which offers scholarships for travel to G.R.E.A.T. related trainings. They can be contacted at: <http://greatfoundationinc.org/funding-programs/training-travel-grant/>

More information about the G.R.E.A.T. program can be found at: [www.great-online.org](http://www.great-online.org)

### **G.R.E.A.T. Information and Statistics**

G.R.E.A.T. is a gang and violence prevention program (Life Skills) built around school-based, law enforcement officer-instructed classroom curricula. The program is intended as an immunization against delinquency, youth violence, and gang membership for children in the years immediately before the prime ages for introduction into gangs and delinquent behavior.

The goal of the G.R.E.A.T. Program is to help youth develop positive life skills that will help them avoid gang involvement and violent behavior. G.R.E.A.T. uses a communitywide approach to combat the risk factors associated with youth involvement in gang-related behaviors. The curricula were developed through the collaborative efforts of experienced law enforcement officers and specialists in criminology, sociology, psychology, education, health, and curriculum design and are designed to reinforce each other.

Since the G.R.E.A.T. Program went nationwide in 1992, many law enforcement agencies and schools from all 50 states, the District of Columbia, U.S. territories of Guam and Puerto Rico, Bermuda, Canada, Central America, England, and military bases in Japan and Germany have implemented the program. Currently, the G.R.E.A.T. Program is delivered in over 500 communities across the United States.

The National Institute of Justice commissioned a nationwide long-term evaluation of the G.R.E.A.T. Program in 2006. Led by the University of Missouri-St. Louis, this rigorously designed, double-blind, multisite study of the G.R.E.A.T. middle school curriculum concluded in 2012. Articles by the evaluation team examining data from the one-year post-program follow-up have been published in professional journals, and the investigators recently released a report discussing the initial analysis of the full study. Digital copies of all reports and journal publications related to the evaluation can be found on the University of Missouri-St. Louis Web site at [http://www.umsl.edu/ccj/About%20The%20Department/great\\_current.html](http://www.umsl.edu/ccj/About%20The%20Department/great_current.html).

Recent report notes that in the one-year and four-year post-program surveys, the G.R.E.A.T. students, compared to non-G.R.E.A.T. students, showed statistically significant positive program effects on the following measures:

- More positive attitudes toward police
- More positive attitudes about police in classrooms
- Less positive attitudes about gangs
- More use of refusal skills
- Higher collective efficacy
- Less use of hitting neutralizations
- Less anger
- Lower rates of gang membership
- Higher levels of altruism
- Less risk-seeking

# CITY OF NAPLES

## TRAVEL EXPENSE AND AUTHORIZATION FORM

I. Department City Administrator Account # 10-43-230  
Traveler(s) Name(s) Joshua Bake  
Destination American Fork , UT  
Date of Departure 6/17/15 Date of Return 6/17/15  
Purpose of Travel Appeal Authority Training

II. EXPENSES:	EXPLANATIONS	AMOUNT
A.	Private Auto * _____ miles @ .36 cent	_____
B.	City Vehicle <u>Dakota</u>	_____
C.	Meals -- \$30.00 per day @ <u>1</u> days	<u>30.00</u>
D.	Lodging * Location: _____	_____
E.	Airline _____	_____
F.	Other _____	_____
	<b><u>TOTAL</u></b>	<b><u>\$ 30.00</u></b>

III. SIGNATURES:

\_\_\_\_\_  
Traveler 6/10/15  
Date

\_\_\_\_\_  
Department Head Date

\_\_\_\_\_  
Approved by Council Date

- \* MILEAGE REIMBURSEMENT INCREASED TO .36 CENTS PER MILE BY CITY COUNCIL AS PER MOTION MADE APRIL 22, 2004.
- \* PER DIEM AMENDED TO \$30.00 PER DAY BY CITY COUNCIL ON MARCH 12, 2009