



City of Naples

Naples City Council Meeting Agenda

August 14, 2025 - 7:30 p.m.

1420 East 2850 South

Naples, UT 84078

Opening Ceremonies

Swearing in Ceremony

1. Approval of Agenda
2. Approval of Minutes - July 14, 2025 Special Council Meeting
3. Any Follow Up Matters from July 14, 2025
4. Approval of Bills
5. Business License Approvals
 - The Unit - 1144 E 620 S
 - War Pony Services, LLC - 1299 E 1500 S
6. Citizen Complaint - Sharon Freeman and Rabecca Freeman
7. Review and Approve Ordinance 25-262 Adding Section 9.20.060 to Naples City Code - Camping on Public or Private Property
8. Approve Expenditure to Purchase Seal Coat Material and to Seal Coat Specified Roads - Ryan Cook
9. Approve Expenditure to Repair Trip Hazards - Szeth Simmons
10. Approve Expenditure to Replace Portions of Sidewalk in Sunstone Subdivision - Szeth Simmons
11. Receive Public Comment on Council Approval to Allow Elected Officer to Reside Outside of Voting Precinct - Utah Code 10-3-301 Eligibility and Residency Requirements for Elected Municipal Office
12. Motion to Give Consent to Elected Officer and Time Frame Allowed
13. Accept Fraud Risk Assessment
14. Other Matters or Future Council Matters
15. Motion to Adjourn

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

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

Naples City Council

July 14, 2025

Minutes

A special meeting of the Naples City Council was held July 14, 2025, 7:30 p.m., at the Naples City Office, 1420 East 2850 South, Naples, Uintah County, Utah.

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

Others attending were Michael Harrington, Ryan Cook, Micheal Davis and Nikki Kay.

Mayor Dean Baker welcomed everyone and called the meeting to order.

Mayor Baker rolled called those in attendance asking for their approval of the special meeting. All in attendance voted aye.

The minutes of the regular city council meeting of June 26, 2025 were presented for approval. Robert Hall **moved** to approve the minutes. Dan Olsen **seconded** the motion. The motion passed with all in attendance voting aye.

The minutes of the budget workshop meeting of June 9, 2025 were presented for approval. Dan Olsen **moved** to approve the minutes of June 9, 2025. Ross Morton **seconded** the motion. The motion passed with all in attendance voting aye.

Nikki Kay presented the bills in the amount of \$151,211.99. Dan Olsen moved to approve the bills as presented. Robert Hall seconded the motion. The motion passed with the following roll call vote:

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

Mayor Baker stated he would entertain a motion to move into a closed session to discuss possible or reasonably

DATE, TIME & PLACE OF MEETING

COUNCIL MEMBERS ATTENDING

OTHERS ATTENDING

OPENING CEREMONY

APPROVAL OF THE SPECIAL MEETING

MINUTES APPROVED

APPROVAL OF THE BILLS

MOTION TO GO INTO A CLOSED SESSION TO

imminent litigation. Robert Hall **moved** to go into a closed session. Ross Morton **seconded** the motion. The motion passed with all voting in favor of the motion.

***DISCUSS POSSIBLE OR
REASONABLY IMMINENT
LITIGATION***

Dean Baker, Robert Hall, Dan Olsen, Ross Morton, Andrew Bentley, Michael Harrington, Ryan Cook, Micheal Davis, and Nikki Kay were present in the closed session.

After reconvening back into regular session, Andrew Bentley **moved** to adjourn the meeting at 8:05. Robert Hall **seconded** the motion. The meeting was adjourned by all voting in favor of the motion.

MOTION TO ADJOURN

APPROVED BY COUNCIL ON THE 14th DAY OF AUGUST 2025

BY: _____

ATTEST: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-22250 WORKMENS COMPE	1084	Utah Local Gov't Ins. Trust	Workers Comp	1620310	07/03/2025	584.62
10-22250 WORKMENS COMPE	1084	Utah Local Gov't Ins. Trust	Workers Comp	1621895	08/01/2025	584.62
10-22500 HEALTH INSURANCE	22	American Family Life Assurance	Insurance Premium/employee w/h	825533	07/25/2025	168.48
10-22500 HEALTH INSURANCE	410	HealthEquity, Inc.	HSA Payments	5G1JH91	08/06/2025	42.00
10-22505 EAP/ BLOMQUIST - P	135	Blomquist Hale Consulting Group,	Mothly EAP	AUG25-9711	08/01/2025	368.63
Total :						1,748.35
40-40-705 TRAILS - 1500 SOUT	324	Elwood Staffing Services, Inc.	Flaggers 1500 S	3497598	07/01/2025	249.90
40-40-705 TRAILS - 1500 SOUT	324	Elwood Staffing Services, Inc.	Flaggers 1500 S	3501073	07/23/2025	396.90
40-40-705 TRAILS - 1500 SOUT	324	Elwood Staffing Services, Inc.	Flaggers for Fog seal	3505646	07/30/2025	1,176.00
Total EXPENDITURES:						1,822.80
10-42-311 PUBLIC DEFENDER	767	Rawlins Law, PLLC	Public Defender	395	08/07/2025	540.00
Total JUSTICE COURT:						540.00
10-43-250 VEHICLE MAINTENA	958	Main Street Auto	Tools	299734	07/23/2025	102.46
10-43-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2601E00943	08/04/2025	151.14
Total CITY ADMINISTRATOR:						253.60
10-45-210 BOOKS, SUBSCRIPTI	433	IIMC	Annual membership dues	433-2026NK	07/10/2025	195.00
Total RECORDER:						195.00
10-49-511 LIABILITY INSURANC	1084	Utah Local Gov't Ins. Trust	General Liability	1620308	07/03/2025	17,516.41
10-49-512 PROPERTY INSURA	1084	Utah Local Gov't Ins. Trust	Auto Insurance	1620307	07/03/2025	17,650.27
10-49-512 PROPERTY INSURA	1084	Utah Local Gov't Ins. Trust	Property Insurance	1620309	07/03/2025	9,689.39
10-49-515 SOCIAL MEDIA	219	CivicPlus LLC	Social Media Archiving	337244	07/01/2025	3,355.44
Total LIABILITY INSURANCE:						48,211.51
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3745	07/24/2025	225.00
10-50-260 GROUNDS EQUIP/S	587	MF Landscape & Construction	Contract Lawn Care	3751	07/30/2025	225.00

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-50-260	GROUNDS EQUIP/S	587 MF Landscape & Construction	Contract Lawn Care	3755	08/04/2025	225.00
10-50-260	GROUNDS EQUIP/S	587 MF Landscape & Construction	Contract Lawn Care	3759	08/10/2025	225.00
10-50-271	UTILITIES - CITY HAL	46 Ashley Valley Water & Sewer	Water and sewer billing 15.1050.1	0501-0725OF	07/31/2025	367.59
10-50-271	UTILITIES - CITY HAL	622 Mt. Olympus Waters	Equipment Rental	102094540801	08/01/2025	33.98
10-50-271	UTILITIES - CITY HAL	760 Enbridge Gas	Monthly Gas Service - 207686000	2076-0725	07/23/2025	22.08
10-50-271	UTILITIES - CITY HAL	760 Enbridge Gas	Monthly Gas Service - 447509353	4475-0725OF	07/23/2025	21.43
10-50-271	UTILITIES - CITY HAL	775 RDT, Inc.	Garbage Service - 1118	1118-0825	08/01/2025	73.00
10-50-271	UTILITIES - CITY HAL	988 Strata Networks	Monthly Phone & Internet Service	006113085	07/31/2025	643.63
10-50-271	UTILITIES - CITY HAL	1099 Rocky Mountain Power	Monthly Electric Service 6108154	1546-0031-072	08/05/2025	11.06
10-50-271	UTILITIES - CITY HAL	1099 Rocky Mountain Power	Monthly Electric Service 6115952	9526-0725	08/05/2025	326.10
10-50-271	UTILITIES - CITY HAL	1099 Rocky Mountain Power	Monthly Electric Service 6115959	9596-0725	07/18/2025	515.92
10-50-271	UTILITIES - CITY HAL	1107 Utah Department of Technology	Email accounts	2601R2170000	07/31/2025	161.98
10-50-271	UTILITIES - CITY HAL	1168 West End Cleaners, Inc.	Traffic rug for offices	58022	08/01/2025	69.30
10-50-274	UTILITIES - PLAZA P	46 Ashley Valley Water & Sewer	Water and sewer billing 15.1049.1	0491-0725PD	07/31/2025	1,650.50
10-50-274	UTILITIES - PLAZA P	46 Ashley Valley Water & Sewer	Water and sewer billing 16.0435.1	4351-0725RSP	07/31/2025	847.25
10-50-611	CLEANING SUPPLIE	92 Basin Cleaning Systems	Paper towel rolls	101784	08/04/2025	66.76
10-50-611	CLEANING SUPPLIE	92 Basin Cleaning Systems	Trash bags	101785	08/04/2025	42.21
Total GENERAL GOVERNMENT BUILDINGS:						5,752.79
10-51-245	COMPUTER SUPPO	19 AM Computers	Service contract	INV-000058	08/07/2025	150.00
10-51-250	EQUIPMENT, SUPPLI	538 Les Olson Company	Monthly contract billing	EA1576793	07/31/2025	31.94
Total SUPPLIES/EQUIPMENT:						181.94
10-52-215	BOOKS, SUBSCRIPTI	1210 Zion's First National Bank	APA Membership	3542444	08/11/2025	101.00
10-52-245	COMPUTER SUPPLI	1006 Uintah County Recorder	Internet charges	70233	08/01/2025	20.00
10-52-330	EDUCATION & WORK	1210 Zion's First National Bank	UBLA Conference & Membership-	R623839037	08/04/2025	215.00
Total PLANNING AND ZONING:						336.00
10-54-140	OFFICER WELLNESS	325 Empowering Minds PLLC	Counseling Session	588032-0020	07/11/2025	113.32
10-54-210	BOOKS, SUBSCRIPTI	1210 Zion's First National Bank	RMIN- Annual	261411	07/17/2025	50.00

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-54-249 EQUIPMENT/PURCH	958	Main Street Auto	Washer fluid, Air fresheners	299296	07/18/2025	8.99
10-54-249 EQUIPMENT/PURCH	1210	Zion's First National Bank	Training Licensing	2363	07/28/2025	500.00
10-54-251 FUEL & OIL	277	Dan's Tire Service	Flat repair	333308	07/30/2025	25.00
10-54-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2601E00943	08/04/2025	1,565.86
10-54-271 UTILITIES-POLICE	46	Ashley Valley Water & Sewer	Water and sewer billing 16.1110.1	1101-0725PS	07/31/2025	67.34
10-54-271 UTILITIES-POLICE	760	Enbridge Gas	Monthly Gas Service - 045686000	0456-0725PS	07/23/2025	10.55
10-54-271 UTILITIES-POLICE	775	RDT, Inc.	Garbage Service - 3 months	1118-0825	08/01/2025	25.00
10-54-271 UTILITIES-POLICE	1099	Rocky Mountain Power	Monthly Electric Service 61118576	8576-0725	08/05/2025	55.95
10-54-332 MOBILE UNIT EXPEN	53	AT&T Mobility	Wireless Data Connections	287283594206	07/20/2025	320.32
10-54-334 K-9 EXPENSES & EQ	627	Papa's Dino Express	Dog washes	627-0725DW	08/07/2025	3.25
10-54-480 VEHICLE LEASE	80	Bancorp Bank	Lease Rental Payment	693286	07/31/2025	9,799.38
Total POLICE DEPARTMENT:						12,544.96
10-58-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2601E00943	08/04/2025	235.22
Total BUILDING INSPECTOR:						235.22
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	7 Springs- Meals- Summerfest	024515	07/24/2025	33.72
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	July 24th Food	024745	07/24/2025	18.35
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	July 24th Food	024776	07/24/2025	16.20
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	July 24th Food	024985	07/24/2025	7.48
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	Sky High Fun- Bouncy House Su	402	07/28/2025	1,200.00
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	July 24th Supplies	465204574401	07/23/2025	163.23
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	July 24th Food	BAM072425	07/24/2025	20.72
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	July 24th Food	BAM072425	07/24/2025	14.97
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	July 24th Food	SM072425	07/24/2025	12.96
10-59-225 JULY 24 EVENT	1210	Zion's First National Bank	July 24th Food	SM0724252	07/24/2025	12.42
Total COMMUNITY MARKETING:						1,500.05
10-60-245 BLDG SUPPLIES &	131	Big State Industrial Supply, Inc	Late fee	1603341-2	07/03/2025	9.70
10-60-250 EQUIPMENT, MAINT	233	Commercial Tire	DOT Inspections for Unit #4 & 9	48360	07/07/2025	80.00

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-60-250 EQUIPMENT, MAINT	233	Commercial Tire	DOT Inspection sweeper	48653	07/29/2025	40.00
10-60-250 EQUIPMENT, MAINT	451	Intermountain Sweeper	Sweeper service	125507	07/30/2025	2,288.28
10-60-250 EQUIPMENT, MAINT	571	Maxwell Products	Mastic parts/repair	1274	07/01/2025	419.18
10-60-250 EQUIPMENT, MAINT	958	Main Street Auto	Hitch for 2023 GMC	299657	07/22/2025	119.87
10-60-250 EQUIPMENT, MAINT	958	Main Street Auto	Tractor battery	301331	08/05/2025	177.64
10-60-250 EQUIPMENT, MAINT	1155	Warne Chemical & Equipment	Solenoid	001-1031521	07/30/2025	624.26
10-60-251 FUEL & OIL	1106	Fleet Operations - Fuel Network	Fuel Purchase	F2601E00943	08/04/2025	1,202.73
10-60-258 PROFESSIONAL SER	486	Jones & DeMille Engineering	2500 South	0138344	07/31/2025	8,322.00
10-60-262 "C" ROAD MAINTENA	341	Fastenal Company	Tie down straps	UTVER113189	07/22/2025	62.01
10-60-262 "C" ROAD MAINTENA	395	Hacking & Paving Excavation	Paving patch 2500 s	22966	07/22/2025	2,507.00
10-60-262 "C" ROAD MAINTENA	445	Intermountain Concrete Company	Gravel	161164	07/16/2025	352.67
10-60-262 "C" ROAD MAINTENA	445	Intermountain Concrete Company	Gravel	161172	07/17/2025	273.29
10-60-262 "C" ROAD MAINTENA	448	Intermountain Farmers Assoc.	File for chainsaw	1023081183	08/05/2025	3.49
10-60-262 "C" ROAD MAINTENA	900	Standard Plumbing Supply Co	6" Rnd smooth chain file	ZMB789	08/05/2025	12.98
10-60-262 "C" ROAD MAINTENA	915	Suncore	Flow fill	485204	07/17/2025	1,672.26
10-60-262 "C" ROAD MAINTENA	1147	Vernal Winnelson Company	Spare chain	556024-01	08/05/2025	27.27
10-60-271 UTILITIES - SHOP	46	Ashley Valley Water & Sewer	Water and sewer billing 17.0475.1	4751-0725SH	07/31/2025	67.34
10-60-271 UTILITIES - SHOP	46	Ashley Valley Water & Sewer	Water and sewer billing 17.0476.1	4761-0725SB	07/31/2025	145.34
10-60-271 UTILITIES - SHOP	760	Enbridge Gas	Monthly Gas Service - 056686000	0566-0725	07/23/2025	10.56
10-60-271 UTILITIES - SHOP	988	Strata Networks	Internet at road dept	006113085	07/31/2025	104.98
10-60-271 UTILITIES - SHOP	1099	Rocky Mountain Power	Monthly Electric Service 6119018	0186-0725SA	07/18/2025	279.17
10-60-274 TOOLS & SUPPLIES	341	Fastenal Company	Drilling hammers	UTVER113228	07/25/2025	94.05
10-60-274 TOOLS & SUPPLIES	1147	Vernal Winnelson Company	Saw and heat gun	556125-01	08/06/2025	608.00
10-60-610 MISCELLANEOUS S	584	Merkley Oilfield Service, Inc	Vac Work 2500 S	15444	05/19/2025	4,035.00
10-60-610 MISCELLANEOUS S	584	Merkley Oilfield Service, Inc	Vac Work 2500 S	15446	05/21/2025	2,505.00
10-60-610 MISCELLANEOUS S	911	Stubbs & Stubbs Oilfield Construc	Trench plate rentals	25-351	07/16/2025	4,860.00
Total STREETS:						30,904.07
10-68-270 UTILITIES-STREET LI	1099	Rocky Mountain Power	Monthly Electric Service 6108154	1546-0015-072	07/18/2025	1,491.78

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total STREET LIGHTS:						1,491.78
10-70-269 SUBDIVISION PARK	46	Ashley Valley Water & Sewer	Water and sewer billing 18.0551.1	5511-0725IRO	07/31/2025	1,195.75
10-70-269 SUBDIVISION PARK	46	Ashley Valley Water & Sewer	Water and sewer billing 1818264	8264-0725SUN	07/31/2025	1,149.00
10-70-271 UTILITIES OF EAST P	46	Ashley Valley Water & Sewer	Water and sewer billing 1611281	1281-0725PK	07/31/2025	74.34
10-70-282 ROADSIDE PARK MA	448	Intermountain Farmers Assoc.	Bt	1023048428	07/29/2025	71.96
10-70-282 ROADSIDE PARK MA	589	Milt's Merchandise Mart	Sprayers	187585	07/31/2025	48.98
10-70-282 ROADSIDE PARK MA	1147	Vernal Winnelson Company	Rubber gasket	555629-01	07/28/2025	12.40
10-70-282 ROADSIDE PARK MA	1210	Zion's First National Bank	Sprayer	111-1212812-4	07/31/2025	288.84
Total BUILDING & GROUNDS:						2,841.27
Grand Totals:						108,559.34

Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.



Item No. _____

MEMO TO: <i>City Council, City Manager</i> FROM: <i>Dale Peterson</i> Building Official		Subject: Business License for: The Unit 1144 East 620 South Naples, Utah 84078
Recommendation: <i>Approve a business license for The Unit located at 1144 East 620 South Amelia Earhart Circle.</i> <i>This is a commercial Exercise Jym. They will sell memberships. They are open 24-7 to serve their members.</i> <i>The Building has been inspected by the Naples Building Official and the Uintah County Fire Marshall.</i>		Date: August 4, 2025 Zone: Industrial (I-1) 02-28-009 Special Provisions C- Any use listed as a permitted in a C or C-1 zone shall be a permitted use in an I-1 zone. 02-26 Commercial Zone C-1 02-26-004 Permitted Use • Athletic Clubs.
Background: Owner: Braxton Coonis Vernal, Utah 84078		
Attachments: • Pictures		

BUSINESS LICENSE APPLICATION



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

Organization Type: ☐ Sole Proprietor ☐ Partnership ☒ LLC ☐ Corporation ☐ Business Status: ☒ New ☐ Location Change ☐ Name Change ☐ Ownership Change Nature of Business: ☐ Contractor ☐ Services ☐ Oilfield ☐ Retail/Wholesale ☐ Home Occupation ☒ Other: <u>gym</u>		Is Business Name Registered with the State ☒ Yes ☐ No Federal Tax ID#/SS# <u>39-2515650</u> Utah Sales Tax # _____ State License # & Type (if applicable) _____	
Business Name: <u>The Unit</u>		DBA: _____	
Business Address: <u>1144 E 620 S.</u>		City: <u>Naples</u>	Zip <u>84078</u>
Business Telephone: <u>435 823 0164</u>	After Hours Emergency Contact: <u>Braxton Coonis</u>	Phone: <u>435 823 0164</u>	
Mailing Address: (If Different)		City, State and Zip	
Description of Business Activities: <u>Commercial gym</u>		# of employees <u>0</u>	
Owners Name: <u>Braxton Coonis</u>	Home Address:	Home Phone:	
Owners Driver License #/Work ID #	Owners Date of Birth	US Citizen ☒ Yes ☐ No	
Managers Name: (If Applicable) <u>Chelsea Roth</u>	Managers Home Address:	Phone:	
Fee Amount Base Fee _____ \$ _____ Employees <u>x \$3.00</u> _____ Initial Inspection Fee _____ Beer License/Class _____ Other _____ Total Fees \$ _____		*****OFFICIAL USE ONLY***** Approved by Building/Fire <u>[Signature]</u> Date <u>8-4-25</u> Approved by Council _____ Date _____ B/L # _____ Date Paid _____ Amt Received _____ Receipt # _____ Received By _____ Check # _____	

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

[Signature] 7/11/25
 Signature of Owner/Applicant Date
Braxton Coonis owner
 Please Print Name Title

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

Untitled Map

Write a description for your map.

Legend



Google Earth

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6.19 ft



MEMO TO: <i>City Council, City Manager</i> FROM: <i>Dale Peterson</i> Building Official	Subject: Business License for: War Pony Services, LLC 1299 East 1500 South Naples, Utah 84078	
Recommendation: <i>Approve, War Pony Services, LLC 1299 East 1500 South Naples, Utah 84078</i> <i>To operate their business out of an existing building located at 1299 East 1500 South Naples. They will be providing safety straps, to be used during Fracking activities, to secure the pipe in the event of a failure.</i>	Date: July 29, 2025	
	Zone: (I-1) Industrial One	
	02-28-004 USE REQUIREMENTS Permitted Uses: #24 Oilfield services	
Conditions:		
Attachments: • Pictures		

BUSINESS LICENSE APPLICATION



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

Organization Type: ☐ Sole Proprietor ☒ Partnership ☐ LLC ☐ Corporation ☐ Business Status: ☒ New ☐ Location Change ☐ Name Change ☐ Ownership Change Nature of Business: ☐ Contractor ☐ Services ☒ Oilfield ☐ Retail/Wholesale ☐ Home Occupation ☐ Other: _____		Is Business Name Registered with the State ☒ Yes ☐ No Federal Tax ID#/SS# <u>33-4129187</u> Utah Sales Tax # _____ State License # & Type (if applicable) _____	
Business Name: <u>War Pony Services, LLC</u>		DBA: _____	
Business Address: <u>1299 E 1500 S</u>		City: <u>Vernal</u>	Zip <u>84078</u>
Business Telephone: <u>907-306-3864</u>	After Hours Emergency Contact: _____		Phone: _____
Mailing Address: (If Different) _____		City, State and Zip _____	
Description of Business Activities: <u>Provide safety straps for fracing activites to secure pipe in event of a failure</u>			# of employees <u>3</u>
Owners Name: <u>Corey Navanick 51%</u> <u>Robbie Winn 24.5%</u> <u>Laura Winkler 24.5%</u>		Home Address: _____ Home Phone: _____	
Owners Driver License #/Work ID # _____	Owners Date of Birth _____		US Citizen ☒ Yes ☐ No
Managers Name: (If Applicable) <u>N/A</u>	Managers Home Address: _____		Phone: _____
*****OFFICIAL USE ONLY*****			
Fee Amount Base Fee _____ \$ _____ Employees <u>3</u> x \$3.00 _____ Initial Inspection Fee _____ Beer License/Class _____ Other _____ Total Fees \$ _____		Approved by Building/Fire <u>[Signature]</u> Date <u>7-29-25</u> Approved by Council _____ Date _____ B/L # _____ Date Paid _____ Amt Received _____ Receipt # _____ Received By _____ Check # _____	

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

[Signature] 7/9/25
 Signature of Owner/Applicant Date
Laura Winkler Member
 Please Print Name Title

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

Untitled Map

Write a description for your map.

Legend



Google Earth

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Item No. _____

<u>MEMO TO:</u> <i>City Council, City Manager</i>		<u>Subject:</u> Request the purchase of services and materials from ASI. (GSB88)	
<u>FROM:</u> <i>Ryan Cook</i> <i>Street Supervisor</i>			
<u>Recommendation:</u> Procure materials and services from ASI for annual maintenance of streets for 2025.		<u>Date:</u> 7/10/2025	
		<u>Fiscal Impact:</u> \$77,900.00	
		<u>Funding Source:</u> 10-60-500	
<u>Background:</u> GSB-88 in a 2:1 dilute with 3% polymer and using small black aggregate (dirt-free) . Average application rate of .14 gsy on the GSB-88 and the black sand applied around 0.50 lbs per sq yard. This will require us to bring a max-full tanker of GSB-88 (9,100 gallons) and appx 13 bags of the black sand to cover all 66,100 sq yards. Total price, including all of the services/products that ASI will provide for this project: GSB 88 material, black sand, freight and applicator truck costs for Trevor Peterson to apply w/ his distributor truck would be appx \$77,900.00 Street to be sealed: Winder subdivision Industrial 2 Subdivision (1300 South, 1500 S and other connecting streets.) Spring Creek subdivision 1000 SOUTH 1500 EAST TO 2000 EAST 1750 South 1100 East to 1500 East			

Ryan,

Based on doing the original 57,000 sq yards, plus the 2 new roads (one at 6500 sq yards and the other at 2600 sq yards) we now have a total of 66,100 sq yards. I recommend using GSB-88 in a 2:1 dilute with 3% polymer and using small black aggregate (dirt-free) . I will figure this project using average application rate of .14 gsy on the GSB-88 and the black sand applied around 0.50 lbs per sq yard. This will require us to bring a max-full tanker of GSB-88 (9,100 gallons) and appx 13 bags of the black sand to cover all 66,100 sq yards.

Total price, including all of the services/products that ASI will provide for this project: GSB 88 material, black sand, freight and applicator truck costs for Trevor Peterson to apply w/ his distributor truck would be appx \$77,900.00

Naples City would be responsible to: sweep, clean streets prior to application, notify the public about street closures during application, covering any manholes or sewer valves, and do all traffic control during application & while the treatment cures & dries.

Please let me know if you have any questions. We would love the opportunity to do this project with you this year. We could come during the week of Sept 2 (right after Labor Day) and plan to be there for 3 days to complete the project.

Regards,

Mark LaBelle
Roads Team
Asphalt Systems Inc.
Cell - (801) 725-9066
Email - mark@asphaltsystemsinc.com





Item No. _____

<u>MEMO TO:</u> <i>City Council, City Manager</i>		<u>Subject:</u> Sidewalk Grinding	
<u>FROM:</u> <i>Szeth Simmons, Building and Grounds Manager</i>			
<u>Recommendation:</u> Approve the said amount to cut the trip hazards on the sidewalks back to ADA specification in approved areas.		<u>Date:</u> 8-11-25	
		<u>Fiscal Impact:</u> 7,933.46	
		<u>Funding Source:</u> 10-60-256	
<u>Background:</u> Precision Concrete cuts off the high spots with a concrete saw and brings the trip hazards back into ADA compliance. The area to be worked on is Weatherby drive, around the office and 2900 S in Hunter Hollow. This is a continuation of a 5 year approval			
<u>Attachments:</u>			

PRECISION CONCRETE CUTTING • AUTHORIZATION TO PROCEED

Billing Information:

Business/Client Name: _____ Town of Naples _____
Address: _____ 1420 East 2850 South _____
City _____ Naples _____ State: _____ UT _____ Zip _____ 84078 _____
Phone # _____ (435) 828-4055 Email: naplesroad3@gmail.com
Bid #: _____ UT28534UM _____ PO # (if applicable): _____
Option Approved: _____ Amount: \$7,933.46
Start Date: _____.

Signature of Authorized Purchaser: _____

_____ Date: _____

All Bids and Proposals from Precision Concrete Cutting are valid for 90 days. After 90 days the scope or pricing may need to be adjusted, please contact your sales rep for a new bid with current pricing.

Precision Concrete Cutting has a minimum mobilization fee of \$1,000.00

Bids are proprietary to Precision Concrete Cutting & should not be shared with other contractors without permission
Precision Concrete Cutting will identify panels that need replacement but we do not do replacement

Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.

At the time of completion, PCC warranties that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.

If any repair locations are inaccessible during our repair process, and an additional trip is needed, a \$250 mobilization fee will be added to the invoice. Invoice is due upon receipt, if not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.

*If credit card payment is used, 3% service fee will apply.

Project Details: _____





Town of Naples
Attn. Szeth Simmons
1420 East 2850 South
Naples, UT 84078
(435) 828-4055
naplesroad3@gmail.com

Date: July 22, 2025
Bid #: UT28534UM
Expiration Date: October 22, 2025

Revised

Precision Concrete Cutting
3191 North Canyon Road
Provo, Utah 84604
(801) 224-0025 - phone
(801) 224-0062 - fax
Federal ID #: 04-3800739
Bryson Larsen
(801) 310-5101 - cell

Total Ln. Ft.
379.5

Total In. Ft.
176.299

PRECISION CONCRETE CUTTING						
No.	Size	Size	Lineal Feet	Location	Map Pin	Inch Feet
1	0.75	0.375	5	SE of office bldg		2.813
2	0.75	0.25	5	South of office bldg by cell tower		2.500
3	0.75	0	5	South of office bldg by cell tower	Crosscut	1.875
4	0.625	0	5	South of office bldg by generators	Crosscut	1.563
5	1	0.5	5	South side walk of 2850 S NE of office bldg		3.750
6	**Out of Scope**			South side walk of 2850 S NE of office bldg on driveway CRACK AND MISSING CHUNKS	Out of Scope	-
7	1.125	0	5.5	South side walk of 2850 S north of office bldg	Crosscut	3.094
8	0.75	0	3.5	South side walk of 2850 S north of office bldg by flagpoles		1.313
9	1.125	0.375	5	South side walk of 2850 S north of office bldg by flagpoles		3.750
10	0.5	0.125	5	South side walk of 2850 S north of office bldg by flagpoles		1.563
11	0.5	0.375	5	South side walk of 2850 S north of office bldg by flagpoles		2.188
12	0.875	0.25	5	South side walk of 2850 S north of office bldg		2.813
13	0.75	0	5	South side walk of 2850 S NW of office bldg on driveway	Crosscut	1.875
14	1	0	5	South side walk of 2850 S NW of office bldg by driveway		2.500
15	0.625	0	3	South side walk of 2850 S NE of fire station by fire hydrant		0.938
16	0.625	0	2	South side walk of 2850 S NW of fire station		0.625
17	**Out of Scope**			ADA RAMP 493 E 2900 S CRACK AND MISSING CHUNKS	Out of Scope	-
18	0.875	0	5	493 E 2900 S	Crosscut	2.188

19	1	0	5	493 E 2900 S	Crosscut	2.500
20	0.75	0	5	493 E 2900 S by mailbox	Crosscut	1.875
21	1.125	0	5.5	RECUT 479 E 2900 S	Crosscut	3.094
22	0.75	0	4	479 E 2900 S west property line		1.500
23	0.75	0	5	463 E 2900 S	Crosscut	1.875
24	0.75	0	5	463 E 2900 S	Crosscut	1.875
25	1.125	0	5.5	RECUT 449 E 2900 S		3.094
26	0.625	0	4.5	449 E 2900 S		1.406
27	0.75	0	5	449 E 2900 S	Crosscut	1.875
28	0.5	0.125	5	419 E 2900 S		1.563
29	0.75	0.375	5	419 E 2900 S		2.813
30	0.625	0	5.5	419 E 2900 S	Crosscut	1.719
31	0.5	0.25	5	405 E 2900 S		1.875
32	0.625	0.375	5	391 E 2900 S		2.500
33	0.625	0.125	5	375 E 2900 S		1.875
34	0.875	0	5	375 E 2900 S		2.188
35	1.625	0	6	361 E 2900 S	Crosscut	4.875
36	**Out of Scope**			347 E 2900 S SPALLING	Out of Scope	-
37	1.125	0	5.5	RECUT 347 E 2900 S west property line	Crosscut	3.094
38	0.5	0	4.5	2922 S 500 E		1.125
39	0.75	0	5	2917 S 450 E	Crosscut	1.875
40	0.625	0	5	2917 S 450 E	Crosscut	1.563
42	**Out of Scope**			ADA RAMP 434 E 2900 S CANNOT CUT DUE TO BUMP STRIP	Out of Scope	-
43	0.5	0	3	434 E 2900 S		0.750
44	0.75	0.25	5	434 E 2900 S		2.500
45	0.625	0	5	434 E 2900 S		1.563
46	0.625	0	5	434 E 2900 S		1.563
47	0.625	0	5	RECUT 434 E 2900 S	Crosscut	1.563
48	0.5	0	5	422 E 2900 S	Crosscut	1.250
49	0.625	0	5	422 E 2900 S	Crosscut	1.563
50	0.875	0.375	1.5	1 OF 3 406 E 2900 S	Extended Cut	0.938
51	0.75	0	2	L CUT 2 OF 3 406 E 2900 S	Crosscut	0.750
52	0.75	0.125	1.5	3 OF 3 406 E 2900 S	L Cut	0.656
53	0.625	0	4.5	406 E 2900 S		1.406
54	0.625	0	4.5	392 E 2900 S		1.406
55	0.75	0	5	376 E 2900 S	Crosscut	1.875
56	0.75	0.125	5	362 E 2900 S by fire hydrant		2.188
57	1.125	0	5.5	362 E 2900 S	Crosscut	3.094
58	0.75	0.125	5	362 E 2900 S		2.188
59	0.75	0.5	5	362 E 2900 S		3.125
60	0.75	0.25	5	362 E 2900 S		2.500
61	0.75	0	5	348 E 2900 S	Crosscut	1.875
62	0.625	0	5	348 E 2900 S	Crosscut	1.563
63	0.625	0	5	348 E 2900 S west property line	Crosscut	1.563
64	1	0.5	5	334 E 2900 S	Recut	3.750
65	0.875	0	5	318 E 2900 S	Crosscut	2.188
66	1.125	0	5.5	304 E 2900 S	Crosscut	3.094

67	1.125	0	5.5	304 E 2900 S	Crosscut	3.094
68	0.75	0.375	5	304 E 2900 S		2.813
69	0.875	0	5	304 E 2900 S	Crosscut	2.188
70	0.875	0.125	5	304 E 2900 S		2.500
71	1	0	5.5	304 E 2900 S	Crosscut	2.750
72	0.875	0.125	5	304 E 2900 S	Recut	2.500
73	0.625	0.5	5	304 E 2900 S by street sign		2.813
74	1.5	0.875	5	304 E 2900 S by street sign	Recut	5.938
75	**Out of Scope**			333 E 2900 S CRACKS AND MISSING CHUNKS	Out of Scope	-
76	1.125	0.625	5	333 E 2900 S		4.375
77	0.5	0.125	5	333 E 2900 S		1.563
78	0.75	0	5	317 E 2900 S	Crosscut	1.875
79	0.75	0.375	5	317 E 2900 S		2.813
80	0.625	0	5	317 E 2900 S	Crosscut	1.563
81	0.5	0.125	5	317 E 2900 S		1.563
82	1.5	0.375	5	317 E 2900 S		4.688
83	1.125	0	5.5	RECUT 303 E 2900 S	Crosscut	3.094
84	0.625	0	5	303 E 2900 S	Crosscut	1.563
85	0.75	0.125	5	2902 S 290 E driveway property line		2.188
		Totals:	379.5			176.299
Total Cost for Trip Hazard Repair:						\$7,933.46

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**Precision Concrete Cutting has a project minimum of \$1,000.00*

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**If credit card payment is used, 3% service fee will apply.*



Item No. _____

MEMO TO: <i>City Council, City Manager</i> FROM: <i>Szeth Simmons, Building and Grounds Manager</i>		Subject: Damaged Sidewalk take out and replace Sunstone Subdivision	
Recommendation: Approve Maverick Contractor		Date: 8-11-25	
		Fiscal Impact: 26,680	
		Funding Source:	
Background: Sunstone has the most broken sidewalks out of any other subdivision in the city. Fixing them is recommended.			
Attachments: <i>None</i>			

BID OPENING

Project Name: Sunstone take out

Date: 8-11-25

Name:	Bid \$
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Maveric Contractors	\$26,680.00
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Foster Construction	\$36,460.00
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Staff:

Szeth Simmons

Micheal Davis

Thank you for your business!

**MF Landscaping
Foster Construction
MF Roustabout Services**

Experts in earning trusts

INVOICE

GENERAL CONTRACTOR

PO Box 1646
Vernal, UT 84078
Phone: (435)790-7162

DATE: 08/05/2025

TO:

-Naples City
Sunstone Subdivision
Seth Simmons
435-828-4055

FOR:

Construction services.

DESCRIPTION	HOURS	RATE	AMOUNT
Tear out and replace 3160 square feet of concrete to DOT and ADA standards,	-	-	\$36,460.00
TOTAL			\$36,460.00

The undersigned agrees that first 50% of the amount due shall be paid prior to the commencement of any work, & the second 50% of the amount due shall be paid by the end of the job in which the work is completed. The undersigned agrees that any late payment shall accrue interest at a rate of 18% per annum. The undersigned agrees that he/her will be responsible for MF Landscaping, Foster Construction, MF Roustabouts costs and attorney's fees incurred in collecting on any past due amount left owing.

Signature

Make all checks payable to MF Roustabout Services, MF Landscaping, or Foster Construction.
Total due in 5 days. Overdue accounts are subject to a 8% interest fee every month.

THANK YOU FOR YOUR BUSINESS!

(1) As used in this section:

(a) "Principal place of residence" means the single location where an individual's habitation is fixed and to which, whenever the individual is absent, the individual has the intention of returning, as evidenced by:

(i) the intent expressed by the individual; and

(ii) acts of the individual that are consistent or inconsistent with the intent expressed by the individual.

(b) "Resident" means an individual whose principal place of residence is within a specific voting precinct in Utah.

(iii) An individual loses the individual's principal place of residence in Utah or in a precinct, if, after the individual moves to another state or another precinct under Subsection (4)(e)(i), the individual forms the intent of making the other state or precinct the individual's principal place of residence.

(7) (a) An individual changes the individual's principal place of residence if the individual:

(i) acts affirmatively to move from the state or a precinct in the state; and

(ii) has the intent to remain in another state or precinct.

(b) An individual may not have more than one principal place of residence.

(c) An individual does not lose the individual's principal place of residence until the individual establishes another principal place of residence.

10-3-201
(5) (a) Each elected officer of a municipality shall maintain a principal place of residence within the municipality, and within the district that the elected officer represents, during the officer's term of office.

(b) Except as provided in Subsection (6), an elected municipal office is automatically vacant if the officer elected to the municipal office, during the officer's term of office:

(i) establishes a principal place of residence outside the district that the elected officer represents;

- (ii) resides at a secondary residence outside the district that the elected officer represents for a continuous period of more than 60 days while still maintaining a principal place of residence within the district;
 - (iii) is absent from the district that the elected officer represents for a continuous period of more than 60 days; or
 - (iv) fails to respond to a request, within 30 days after the day on which the elected officer receives the request, from the county clerk or the lieutenant governor seeking information to determine the officer's residency.
- (6) (a) Notwithstanding Subsection [\(5\)](#), if an elected municipal officer obtains the consent of the municipal legislative body in accordance with Subsection [\(6\)\(b\)](#) before the expiration of the 60-day period described in Subsection [\(5\)\(b\)\(ii\)](#) or [\(iii\)](#), the officer may:
- (i) reside at a secondary residence outside the district that the elected officer represents while still maintaining a principal place of residence within the district for a continuous period of up to one year during the officer's term of office; or
 - (ii) be absent from the district that the elected officer represents for a continuous period of up to one year during the officer's term of office.
- (b) At a public meeting, the municipal legislative body may give the consent described in Subsection [\(6\)\(a\)](#) by majority vote after taking public comment regarding:
- (i) whether the legislative body should give the consent; and
 - (ii) the length of time to which the legislative body should consent.