



**NOTICE OF A CITY COUNCIL
SPECIAL SESSION
April 30, 2025, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a special session on Wednesday, April 30, 2025, at 6:00 PM, or as soon thereafter as possible, following the Redevelopment Agency Board Meeting, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

- 1. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE**
- 2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**
 - 2.1. GFOA Award Presentation**

Finance Director Kristie Bayles will present the GFOA Award awarded to the City.
 - 2.2. Proclamation 2025-02 - 56th Annual Municipal Clerks Week**

A proclamation declaring May 4-10, 2025 as Professional Municipal Clerks Week
 - 2.3. Proclamation 2025-03 Bike Month**

A proclamation declaring May 2025 as Bike Month
 - 2.4. Proclamation 2025-04 Building Safety Month**

A proclamation declaring May 2025 as Building Safety Month
 - 2.5. Proclamation 2025-05 National Drinking Water Week**

A proclamation declaring May 4-10, 2025, as Vineyard City Drinking Water Week
 - 2.6. Proclamation 2025-06 National Public Works Week**

A proclamation declaring May 18–24, 2025 as Public Works Week
 - 2.7. Downtown Update**

Pete Evans with Flagborough will give an update on the Downtown development.
 - 2.8. Memorial Bench & Tree Program**

Memorial Bench & Tree Program
 - 2.9. Utah County Mosquito Abatement Program**

Jason Bird of the Utah County Health Department will present information on the 2025 mosquito abatement.
- 3. WORK SESSION**

Concession Offerings at Vineyard Grove Park

 - 3.2. CMGC - Vineyard Center Design Update**

Public Works Director Naseem Ghandour will present on CMGC and the Vineyard Center

3.3. Tentative Budget

The mayor and City Council will discuss the tentative budget. No action will be taken at this time.

4. PUBLIC COMMENTS

“Public Comments” is defined as time set aside for citizens to express their views for items not on the agenda. During a period designated for public comment, the mayor or chair may allot each speaker a maximum amount of time to present their comments, subject to extension by the mayor or by a majority vote of the council. Speakers offering duplicate comments may be limited. Because of the need for proper public notice, immediate action cannot be taken in the Council Meeting. The Chair of the meeting reserves the right to organize public comments by topic and may group speakers accordingly. If action is necessary, the item will be listed on a future agenda; however, the Council may elect to discuss the item if it is an immediate matter of concern. *Public comments can be submitted ahead of time to pams@vineyardutah.org.*

5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

6. STAFF, COMMISSION, AND COMMITTEE REPORTS

City Manager Report

7. CONSENT ITEMS

7.1. Approval of the March 26, 2025, City Council Meeting Minutes

7.2. Approval of the April 3, 2025 City Council Special Session Meeting Minutes

7.3. Approval of the April 21, 2025, City Council Special Session Meeting Minutes

7.4. Professional Services Contract Renewal (Resolution 2025-16)

7.5. Recommendation to Expand the Pool of Professional Services Consultants (Resolution 2025-19)

7.6. Interlocal Agreement with Utah County for Election Services (Resolution 2025-18) (Fiscal Impact up to \$40,000)

7.7. Special Event Fee Waiver Request - Mother's Day Luau Fundraiser

7.8. Award of City-Wide Streetlight Maintenance Contract (Resolution 2025-20)

7.9. Approval of Master Lease Agreement with Ken Garff Ford (Resolution 2025-21)

8. APPOINTMENTS/REMOVALS

9. BUSINESS ITEMS

9.1. PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-17)

Utility Billing Clerk Maria Arteaga will present proposed amendments to the Consolidated Fee Schedule.

10. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of (these are just a few of the items listed, see Utah Code 52-4-205 for the entire list):

- a discussion of the character, professional competence, or physical or mental health of an individual
- b strategy sessions to discuss collective bargaining
- c strategy sessions to discuss pending or reasonably imminent litigation
- d strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares
- e strategy sessions to discuss the sale of real property, including any form of a water right or water shares
- f discussion regarding deployment of security personnel, devices, or systems
- g the purpose of considering information that is designated as a trade secret, as defined in Section [13-24-2](#), if the public body's consideration of the information is necessary in order to properly conduct a procurement under [Title 63G, Chapter 6a, Utah Procurement Code](#)

11. ADJOURNMENT

The next regularly scheduled meeting is on May 14, 2025.

This meeting may be held in a way that will allow a councilmember to participate electronically.

The public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (385) 338-5183.

I, the undersigned duly appointed City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda was posted at Vineyard City Hall, on the Vineyard City and Utah Public Notice websites, and delivered electronically to staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON:

April 29, 2025

CERTIFIED (NOTICED) BY:

/s/Pamela Spencer

PAMELA SPENCER, CITY RECORDER

An Invitation to Celebrate Professional Municipal Clerks Week

On behalf of the International Institute of Municipal Clerks, we would like to extend a heartfelt invitation to Mayors, City Managers, Board Chairs, and Chief Executive Officers to join us in celebrating the
56th Annual Professional Municipal Clerks Week
May 4 to May 10, 2025

This annual observance offers a special opportunity to recognize and honor the critical role municipal clerks play in our communities. They are essential in ensuring transparency, efficiency, and the smooth operation of local government.

Municipal clerks are the backbone of local government operations, often working behind the scenes to oversee key functions like recordkeeping, election management, legislative documentation, and maintaining public trust through transparency and accountability. Their dedication is vital to the effective functioning of our municipalities.

We believe your recognition of municipal clerks would be a meaningful way to show appreciation for their hard work and commitment. Additionally, your participation will provide an opportunity to connect with clerks from across the region, exchange best practices, and explore ways to further support local governance.

We sincerely hope you can take part in this week of celebration. Your involvement will help highlight the invaluable contributions of municipal clerks to the communities they serve.

Thank you for considering this invitation. Here are a few ideas for how you can celebrate your clerks in your municipality: send flowers, treat them to breakfast or lunch, or celebrate at your Council Meeting. For additional information, please contact janis@iimc.com.



Proclamation 2025-02

56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 4 - 10, 2025

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Julie Fullmer, Mayor of Vineyard, Utah, do
recognize the week of May 4 through 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Pamela Spencer and Deputy Clerk Tony Lara and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 30th day of April 2025

Mayor _____

Attest: _____



PROCLAMATION 2025-03
Bike Month

WHEREAS, the bicycle is an economical, healthy, convenient, and environmentally sound form of transportation and an excellent tool for recreation and enjoyment of Vineyard’s scenic beauty; and

WHEREAS, throughout the month of May, the residents of Vineyard and its visitors will experience the joys of bicycling through educational programs, races, commuting events, charity events, or by simply getting out and going for a ride; and

WHEREAS, Vineyard’s roads and trail systems attract bicyclists each year, providing economic health, transportation, tourism, and scenic benefits; and

WHEREAS, creating a bicycling-friendly community has been shown to improve citizens’ health, well-being, and quality of life, growing the economy of Vineyard, attracting tourism dollars, improving traffic safety, supporting student learning outcomes, and reducing pollution, congestion, and wear and tear on our streets and roads; and

WHEREAS, the League of American Bicyclists, schools, parks and recreation departments, police departments, public health districts, hospitals, companies and civic groups will be promoting bicycling during the month of May; and

WHEREAS, these groups are also promoting bicycle tourism year-round to attract more visitors to enjoy our local restaurants, retail establishments, and cultural and scenic attractions; and

WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education in an effort to reduce collisions, injuries, and fatalities and improve health and safety for everyone on the road; and

NOW, THEREFORE, I, Julie Fullmer, Mayor of Vineyard, do hereby proclaim the month of May 2025 as “Bike Month” in Vineyard, and I urge all residents to join me in this special observance.

Dated this 30th day of April 2025.

Mayor Julie Fullmer

Attest:

City Recorder Pamela Spencer



PROCLAMATION 2025-04
Building Safety Month

WHEREAS, Vineyard is committed to recognizing that our growth and strength depend on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal, and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play; and

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity; and

WHEREAS, “Game On” the theme for Building Safety Month 2025, encourages us to discover how building safety impacts our daily lives including the places where we work, learn and play; create a plan to actively support building safety programs in your community; stay prepared for natural hazards such as severe weather, wildfires, earthquakes and more with our disaster toolkits; meet building safety professionals and learn about rewarding careers in building safety;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property; and to see what's next for the building safety industry, including global trends, artificial intelligence and more.

NOW, THEREFORE, I, Julie Fullmer, Mayor of the City of Vineyard, do hereby proclaim the month of May 2025 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Dated this 30th day of April 2025.

Mayor Julie Fullmer

Attest:

City Recorder Pamela Spencer





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Proclamation 2025-05 National Drinking Water Week

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

Water is essential to Vineyard, Utah, supporting health, safety, and the economy. Our tap water ensures public health and fire safety and enhances our quality of life. Access to safe drinking water is pivotal for societal success, and the City of Vineyard Water Division has played a crucial role in delivering high-quality water services.

The City Council is encouraged to adopt the attached proclamation, marking May 4 to May 10, 2025, as "Drinking Water Week" in the City of Vineyard. This proclamation highlights our duty to protect water sources, conserve water, and support those dedicated to meeting our city's water needs.

By proclaiming "Drinking Water Week," Vineyard reaffirms its commitment to safeguarding water resources for future generations.

Fiscal Impact:

None

Recommendation:

Sample Motion:

Attachments:

1. 2025 Drinking Water Proclamation



**PROCLAMATION 2025-05
DRINKING WATER WEEK**

WHEREAS, water is one of Vineyard, Utah’s most valuable natural resources, a basic and essential element of life; **and**

WHEREAS, the health, comfort, safety, and economic vitality of the Vineyard community and its citizens depend on a readily available supply of safe, high-quality potable water, our tap water delivers public health and fire protection, and it supports our economy and quality of life for our residents; **and**

WHEREAS, any measure of a successful society – low mortality rates, economic growth, diversity, productivity, and public safety – is greatly influenced by its access to safe drinking water; **and**

WHEREAS, many dedicated men and women have made, and continue to make, significant contributions to the development, operation, and daily maintenance of our public water systems, including the City of Vineyard Water Division, which has received high marks for customer satisfaction and greatly benefits all members of the community; **and**

WHEREAS, we are all charged with being stewards of the water infrastructure upon which future generations will depend to receive clean drinking water, and it is important to remember the value of our water resources; **and**

WHEREAS, the City of Vineyard encourages each citizen to join in the efforts to protect our source waters from pollution, practice water conservation, and get involved in local water issues by understanding our region’s surface water, groundwater, and alternative water sources.

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Vineyard, do hereby proclaim the week of May 4 to May 10, 2025, as “DRINKING WATER WEEK” and urge all citizens help to protect our water sources from trash and polluted runoff, practice water conservation, encourage the use of reclaimed water, where possible, and support the efforts of the individuals who are dedicated to ensuring our city’s growing water needs will be met in the safest, most efficient, and expeditious manner.

Dated this 30th day of April 2025.

Mayor Julie Fullmer

ATTEST:

City Recorder, Pamula Spencer





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Proclamation 2025-06 National Public Works Week

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

National Public Works Week (NPWW) is an annual event to raise awareness and appreciation for the vital role public works professionals play in the quality of life in our communities. This year marks the 65th anniversary with the 2025 theme: “People, Purpose, Presence.”

This theme emphasizes the core motivations of public works professionals:

1. **People:** Our work serves every resident and visitor.
2. **Purpose:** We are driven to ensure public safety, sustainability, and livability.
3. **Presence:** Public works is constantly at work, even when unseen, maintaining essential services and responding in times of need.

Public works teams in Vineyard design, operate, and maintain the city's critical infrastructure including roads, water, sewer, stormwater, solid waste, and public spaces. These services directly affect public health, safety, and economic development.

Recognizing National Public Works Week through a proclamation reinforces the city’s support for the efforts of our public works professionals and builds public understanding of the infrastructure systems that serve them.

Fiscal Impact:

Recommendation:

Sample Motion:

"I move to adopt..."

Attachments:

1. 2025 National Public Works Week Proclamation



PROCLAMATION 2025-0#
NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works professionals are responsible for the essential services and infrastructure that sustain and enhance the quality of life in Vineyard City, including water, transportation, stormwater, solid waste, facilities, and park systems; and

WHEREAS, this year's theme, "People, Purpose, Presence," reflects the core ideals that motivate public works professionals to serve their communities every day. They work with people in mind, driven by a purpose to improve lives, and maintain a constant presence, even when their efforts go unseen; and

WHEREAS, public works professionals often work behind the scenes, and although the public may not always see them, they are always there, responding to emergencies, improving infrastructure, and making daily life safer, cleaner, and more connected; and

WHEREAS, the strength and success of public infrastructure rely on the dedicated efforts of engineers, operators, technicians, project managers, and maintenance crews, who together protect public health, safety, and environmental quality; and

WHEREAS, it is in the public interest for residents, civic leaders, and future generations to recognize and celebrate the vital contributions of public works professionals to sustainable and resilient communities; and

WHEREAS, the American Public Works Association has sponsored National Public Works Week since 1960, with 2025 marking the 65th annual celebration of the profession's impact;

NOW, THEREFORE, I, Mayor Julie Fullmer, do hereby proclaim the week of May 18 to 24, 2025, as National Public Works Week in Vineyard City, and call upon all residents and local leaders to honor the people of public works, whose purpose and presence strengthen our community every day.

Dated this 30th day of April 2025.

Mayor Julie Fullmer

ATTEST:

City Recorder, Pamula Spencer





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Memorial Bench & Tree Program

Department: Parks & Recreation

Presenter: Brian Vawdrey

Background/Discussion:

With City Council desiring to enhance Vineyard City Parks & Trails by installing benches and trees, Vineyard City staff found a way to reduce the cost to the City. In place of using general fund budget to purchase and install benches and trees, Vineyard City staff began a Memorial Bench & Tree program through SeeMyLegacy. This opportunity allows community members to honor a loved one by paying \$1500 for a bench or \$500 for a tree to be installed in their name with a plaque that includes a QR code. The link allows park visitors to learn about the person (comments pending Vineyard City staff approval). Various locations are available online for the installment of a bench/tree so that community members can identify the location for a bench/tree that they want to purchase.

Fiscal Impact:

\$1500 per year (Already paid for)

Recommendation:

N/A

Sample Motion:

"I move to adopt..."

Attachments:

1. Memorial Bench & Tree Program Presentation

Vineyard City Memorial Bench & Tree Program



Goal of Project:

- Provide an opportunity for the community to recognize a loved one, enhance the beautification of Vineyard City parks and trails, and reduce general fund costs.

MEMORIAL BENCH PROGRAM (\$1500)

PROCESS:

- TreeTop Benches available for purchase online through Vineyard's SeeMyLegacy website (includes list of locations)
- Each bench purchase comes with a plaque that has a QR code and space for a name
- The QR code takes you to the purchaser's comments that give a background on the person the bench is dedicated to (dependent on Vineyard City Staff pre-approval of comments)
- Benches purchased between April 1 – July 31 are to be installed in **September** by Vineyard Public Works Team
- Benches purchased between August 1 – March 31 are to be installed in **May** by Vineyard Public Works Team



LOCATIONS:

- 9 currently available online
- A survey went out to the community to provide their input on additional areas they desire to have a bench placed

Financial Overview

ITEM	COST	NOTES
6' Bench	\$998.85	Price decreases by \$50 each if buy 6+ benches
Bench Plaque with QR Code	\$80	Plaque to be installed on bench
Credit Card Fee	\$51	3.4% required credit card fee
Concrete Pad (8'x3')	\$240	
Shipping	\$130.15	Varies based upon # of benches ordered & time of year
TOTAL	\$1500	

MEMORIAL TREE PROGRAM (\$500)

PROCESS:

- Japanese Zelkova trees available for purchase online through Vineyard's SeeMyLegacy website (includes list of locations)
- Each tree purchase comes with a plaque that has a QR code and space for a name
- The QR code takes you to the purchaser's comments that give a background of the person mentioned on the plaque (dependent on Vineyard City Staff pre-approval of comments)
- Trees purchased between April 1 – July 31 are to be installed in **September** by Vineyard Public Works Team
- Trees purchased between August 1 – March 31 are to be installed in **May** by Vineyard Public Works Team
- Each tree planted would be about 12'-14' tall, a 3" caliper sized. Grows to be 50-80' tall, about 1'-2' growth per year

LOCATIONS:

- 3 currently available online



Financial Overview

ITEM	COST	NOTES
Japanese Zelkova Tree	\$350	Tree-type requested by Vineyard City Arborist
Stanchion Stand + Tree Plaque with QR Code	\$120	Plaque to be installed on stanchion stand near tree
Credit Card Fee	\$17	3.4% required credit card fee
TOTAL	\$487	



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Utah County Mosquito Abatement Program

Department: Public Works

Presenter:

Background/Discussion:

This report provides an update on the Utah County Mosquito Abatement Program as it prepares for the 2025 mosquito season. Jason Bird, who recently assumed the Mosquito Abatement Division Manager role, brings a strong background in environmental science and aerial surveillance technology. His team continues to modernize the program through enhanced data collection, targeted treatments, and increased community engagement.

The program plays a vital role in protecting public health by controlling mosquito populations that carry diseases like the West Nile Virus. As Vineyard City continues to grow, particularly near Utah Lake and other wetland areas, the risk of mosquito-borne illness increases, making effective abatement efforts even more critical. The program uses an Integrated Mosquito Management approach, combining surveillance, larviciding, adulticiding, and public education to ensure timely and sustainable control.

Public outreach remains a key component, offering an online reporting tool allowing residents to flag mosquito issues, and continued efforts to educate residents on reducing breeding areas around their homes. These coordinated efforts help protect public health, maintain quality of life, and foster community trust through transparency and responsiveness.

Fiscal Impact:

Recommendation:

Staff recommends the City Council express continued support for the Utah County Mosquito Abatement Program and recognize the program's essential role in protecting Vineyard City residents.

Sample Motion:

Attachments:

None



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Concession Offerings at Vineyard Grove Park

Department: Parks & Recreation

Presenter: Brian Vawdrey

Background/Discussion:

Vineyard City Grove Park is a popular location during the warm months of the year (April – September). Due to no food resources and the park and various vendors wanting to sell concessions, Vineyard City staff has researched various options for offering concessions to residents at Vineyard Grove Park.

Fiscal Impact:

\$1,000 - \$6,000

Recommendation:

Vineyard City Staff recommend that we begin a food truck permit process and allow for a temporary snack shack for a contractor to staff in order to provide concessions at Vineyard Grove Park with low maintenance good revenue to Vineyard City.

Sample Motion:

"I move to adopt..."

Attachments:

1. Concessions Presentation

Vineyard City Grove Park Concessions



Goal of Project:

- Provide concession offerings at Grove Park in a way that is effective, safe, fiscally responsible, easy to manage, and ensures beautification of the park so that visitors want to stay and have the necessary resources.

Long-Term Solution: Lease Out Permanent Space to Contractor

Short-Term Solution Option 1: Food Truck Permits

Short-Term Solution Option 2: Lease Out Temporary Space to Contractor

Long-Term Solution: Lease Out Permanent Space to Contractor

- 200-400 Sq ft. structure
- Can sell concessions any day between 9am-9pm (Apr-Sept)
- Flat Fee up front of \$10,000 (about \$55/day)
- Total Revenue: \$10,000/yr

PROS:

- Easy to manage
- Decent Revenue source
- No losing of parking spaces

CONS:

- Approximately \$75K - 130K to build



REGULATIONS:

- No music
- No walking around trying to sell items
- No signage allowed outside of designated area
- Resident must handle all taxes, provide proof of food handler's permits, and obtain a Vineyard City business license

Short-Term Option 1: Food Truck Permits

- Allow up to 3 Food Trucks to enter a 2-month contract
- Can park in designated area any day between 9am-9pm
- Flat Fee up front of \$1500 per truck (about \$25/day)
- Total Revenue: \$13,500/yr

2-month cycles include:

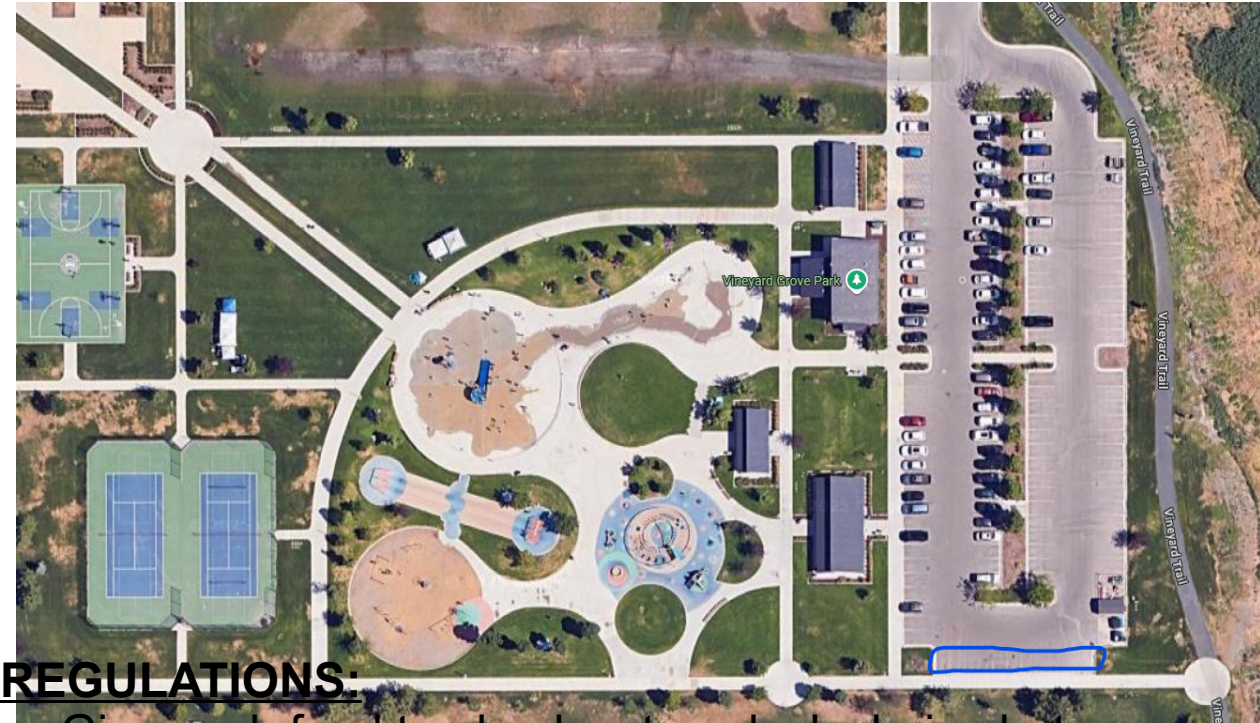
- April 1 – May 31
- June 1 – July 31
- August 1 – September 30

PROS:

- Easy to manage
- Various Concession Offerings
- High Revenue source
- Allows various food trucks to participate

CONS:

- Bit far from Splash Pad
- Lose 9 Parking Stalls
- Paint 3 designated areas for food trucks & install ballards



REGULATIONS:

- Give each food truck a key to unlock chains between ballards
- No music
- No walking around trying to sell items
- No signage allowed outside of designated area
- Must get separate approval to have spot during special events
- Contractor must handle all taxes, provide proof of food handler's permits, and obtain a Vineyard City business

Short-Term Option 2: Lease Out Temporary Space to Contractor

- 100 Sq ft. Small Snack Shack
- Can sell concessions any day between 9am-9pm
- Flat Fee up front of \$5000 (about \$27/day, Apr - Sept)
- Total Revenue: \$5,000/yr

PROS:

- Easy to manage
- Close to Splash Pad
- No need for usage of parking stalls

CONS:

- Limited Concession Offerings
- Lower Revenue Source
- Only allow one company
- Vineyard City install concrete pad & provide access to power
- Lose a tree



REGULATIONS:

- No music
- No walking around trying to sell items
- No signage allowed outside of designated area
- Must get separate approval to have spot during special events
- Contractor must handle all taxes, provide proof of food handler's permits, and obtain a Vineyard City business license

Short-Term Option 3: Food Truck Permits & Lease Out Temporary Space to Contractor

Food Truck Permits

- Allow up to 3 Food Trucks to enter a 2-month contract
- Can park in designated area any day between 9am-9pm
- Flat Fee up front of \$1000 per truck (about \$16/day)
- Total Revenue: \$9,000/yr

- **2-month cycles include:**

- April 1 – May 31
- June 1 – July 31
- August 1 – September 30

REGULATIONS:

- Give each food truck a key to unlock chains between ballards
- No music
- No walking around trying to sell items
- No signage allowed outside of designated area
- Must get separate approval to have spot during special events
- Contractor must handle all taxes, provide proof of food handler's permits, and obtain a Vineyard City business license

Lease Out Temporary Space to Contractor

- 100 Sq ft. Small Snack Shack
- Can sell concessions any day between 9am-9pm
- Flat Fee up front of \$3000 (about \$16/day, Apr - Sept)
- Total Revenue: \$3,000/yr

PROS:

- Easy to manage
- Various Concession Offerings
- Good Revenue Source

CONS:

- Vineyard City install concrete pad & provide access to power
- Lose a tree
- Lose 9 Parking Stalls
- Paint 3 designated areas for food trucks & install ballards

Financial Overview

SHORT-TERM OPTION	YEAR 1 COST	ESTIMATED ANNUAL REVENUE	ESTIMATED NET INCOME AFTER 3 YEARS
1: Food Truck Permits	\$1,000	\$13,500	\$39,500
2: Lease Out Temporary Space to Contractor	\$5,000	\$5,000	\$10,000
3: Combination of Option 1 & Option 2	\$6,000	\$14,000	\$36,000



**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
March 26, 2025, at 6:00 PM

Present


Mayor Julie Fullmer
Councilmember Sara Cameron (left at 10:01 PM)
Councilmember Jacob Holdaway
Councilmember Mardi Sifuentes
Councilmember Brett Clawson

Absent

Staff Present: City Attorney Jayme Blakesley, City Manager Eric Ellis, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, Public Works Director Naseem Ghandour, Finance Director Kristie Bayles, Utility Billing Clerk Maria Arteaga, Parks and Recreation Director Brian Vawdrey, Orem Fire Chief Marc Sanderson, Environmental Utilities Manager Devan Peterson, City Recorder Pamela Spencer and Deputy Recorder Tony Lara


Others Speaking: residents Arianne Mix, Emilee Larsen, Daria Evans, Karen Cornelious, Tara Ewing, David Lauret, and Adam Teuscher; Mark Midgeley with Utah Approves; Wendy Hart; John Kidd and Alan Parry; Mark Roberts, Brad Daw, and Nancy Lord with Utah RCV; Laura Smith with CRSA; Lee Johnson with Zions Public Finance


**1. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE
OF ALLEGIANCE**


 Mayor Fullmer opened the meeting at 6:00 PM. Councilmember Clawson gave the invocation and led the Pledge of Allegiance.


2. PUBLIC COMMENTS


Mayor Fullmer called for public comments.


 Arianne Mix, living in the Bridgeport subdivision, expressed concern over parking and over occupancy issues in her neighborhood. She also expressed concern with the dog poop throughout the city and asked if there was a cleanup plan.


 Emilee Larsen, living in the Bridgeport subdivision, also expressed concern with parking and over occupancy issues. A discussion ensued.

 Daria Evans, living in The Villas subdivision, thanked the city for the installation of the sunshades and thanked staff for attending their Homeowners Association (HOA) meeting. She asked about items on the agenda: Road striping Bid Award, Main Street Sewer Repair, Municipal Wastewater Fund Report, and why the city had not updated the capital facilities plans. She felt that the city was missing emergency plans for sewer systems. She also asked about the anticipated cost for the upgrade to lift station no. 2. She expressed her disappointment with the community fair, held on Saturday, closing early.

 Karen Cornelious, living in The Villas subdivision, asked about funding additional public safety with the opening of apartments in the Utah City development. She asked if a public safety impact fee would be charged before the opening of those apartments.

 Tara Ewing, living in The Villas subdivision, asked about the civic center and the use of RDA funds and how it would impact funding availability.

 David Lauret, living on Holdaway Road, asked about the RDA funding being applied to the civic center.

 Mayor Fullmer responded to the public comments. She mentioned that staff were working on the public safety impact fees. She explained the name change of the civic center and how the funding would work.

3. CONSENT ITEMS

3.1. Approval of the March 12, 2025, City Council Work Session Minutes

3.2. Approval of the March 12, 2025, City Council Meeting Minutes


3.3. Award of 5-Year Roadway Striping Services Contract (Resolution 2025-09)

3.4. Approval of the Vineyard City 2024 Annual Drinking Water Quality Report (Resolution 2025-13)

3.5. Contract Approval for the Main Street Sewer Line Repair (Resolution 2025-10)

3.6. Adoption of the 2024 Municipal Wastewater Planning Program (MWPP) Survey (Resolution 2025-12)

 Mayor Fullmer asked if the council wanted to pull any items off. She then called for a motion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ADOPT AND APPROVE CONSENT ITEMS 3.1, 3.2, AND 3.4 AS PRESENTED. COUNCILMEMBER CAMERON SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.



3.5 Contract Approval for the Main Street Sewer Line Repair (Resolution 2025-10)

Mayor Fullmer turned the time over to Environmental Utilities Manager Devan Peterson and resident Daria Evans. Ms. Evans asked how much of Main Street would be impacted. Mr. Peterson replied that it would be from 600 North to the Vineyard Connector (800 North). Discussion ensued. Ms. Evans asked about the pipe deterioration. Mr. Peterson explained that the pipe and road had both settled. A discussion ensued.



3.6 Adoption of the 2024 Municipal Wastewater Planning Program (MWPP) Survey (Resolution 2025-12)

Mayor Fullmer turned the time over to Environmental Utilities Manager Devan Peterson and resident Daria Evans. Ms. Evans asked where the sewer funds were maintained. Finance Director Kristie Bayles replied that they were in the Enterprise Funds. Ms. Evans asked when the repair and replacement sinking fund be established and when they would put funds into it. City Manager Eric Ellis explained that they were completing the Wastewater Master Plan and that it would be included. Ms. Evans asked how much it was anticipated to reserve for the next 10 and 20 years. Mr. Petersen replied that it would be included in the study. Ms. Evans asked why the city did not maintain a plan of operations. Mr. Peterson replied that they were working on a plan for the 2025-2026 fiscal year. Ms. Evans asked why the city had not updated the capital facilities plan in the last 5 years. Mr. Peterson replied that it was part of a budget proposal to get them updated. Ms. Evans asked if there were any plans for emergency response and sewer safety systems this year. Mr. Ellis explained that there were safety measures in place, and anything that was lacking would be included in the master plan. A discussion ensued. Ms. Evans asked when the city would have the SECAP (System Evaluation Capacity Assurance Plan) completed. Mr. Peterson explained the survey. Mayor Fullmer added that this was how all plans worked in the city and that they assessed and audited each plan and then phased them in. A discussion ensued. Ms. Evans asked what the anticipated cost was to upgrade lift station number 2. Mr. Petersen replied that they were working on getting costs. Mr. Ellis explained that \$850k had been budgeted for the project.



Councilmember Holdway asked about water and wastewater fund balances and if the repair would drop the funds lower. Ms. Bayles replied that it would affect the funds. A discussion ensued about the fund balances. Ms. Bayles mentioned that the funds had already been set aside for the repair.




3.3 Award of 5-Year Roadway Striping Services Contract (Resolution 2025-09)


Mayor Fullmer asked who would be presenting the road striping contract.

Ms. Evans asked about the bid and how much traffic control, sweeping and layout of roadways would add to the project. Mr. Ellis replied that road maintenance was a separate line item in the budget and would not be affected.



Councilmember Cameron moved to approve 3.3, 3.5, and 3.6 consent items as presented. Councilmember Clawson seconded the motion.

 Councilmember Holdaway wanted to discuss the striping services contract.

 **Amended Motion:** COUNCILMEMBER CAMERON AMENDED HER MOTION TO REMOVE 3.3 AND APPROVE 3.5 AND 3.6 CONSENT ITEMS AS PRESENTED. COUNCILMEMBER CLAWSON SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS. MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

4. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS


4.1. Walkara Way Update

Sam Braegger, with the Utah Lake Authority, will present an update on the Walkara Way Project and its work with Forestry Fire and State Lands (FFSL) and local stakeholders, clarifying boundaries and trail alignment.

 Mayor Fullmer turned the time over to Sam Braegger, with the Utah Lake Authority.


 Mr. Braegger gave a brief history and update of the Walkara Way project.

 Mayor Fullmer mentioned that this project was important to the community and thanked everyone for their continued work on this project.

 Councilmember Holdaway commented that he was committed to finding solutions. He noted that he did not speak for the family members who had an interest in the land and project. He felt it was inappropriate to discuss ongoing litigation in a public forum. He felt that there were good people working on the project. He said that the legal standing was between two (2) entities, the federal government, and the families. Mayor Fullmer clarified that nothing sensitive was discussed and that there was positivity in the idea that everyone was working together.


4.2. Arbor Day Proclamation 2025-01


The mayor will Proclaim April 25, 2025, as Arbor Day in Vineyard City.


 Mayor Fullmer read the proclamation.


4.3. Municipal Alternate Voting Methods


There will be three presentations on Municipal Alternate Voting Methods.

 Mayor Fullmer turned the time over to resident Adam Teuscher and Mark Midgely with Utah Approves.


166  Mr. Teuscher gave a presentation on Approval Voting and compared it to other types of
167 voting. Mark Midgley with Utah Votes on the board of Utah approves.

169  Mayor Fullmer asked about the artificial voting percentages Mr. Teuscher mentioned in his
170 presentation. Mr. Teuscher Adam explained how he felt ranked choice voting (RCV) worked.
171 Mr. Midgley added his perspective on how he felt ranked choice voting worked. A discussion
172 ensued.


174  Councilmember Holdaway asked about the process to get this voting method in the state
175 code. Mr. Teuscher replied that the city would not be committing themselves at this point in the
176 process.


178  Mayor Fullmer turned the time over to Wendy Hart.

180  Ms. Hart presented on what she felt were issues with ranked choice voting and the backend
181 (counting rounds).


183  Mayor Fullmer turned the time over to John Kidd and Alan Parry.


185  Dr. Parry stated that the opinions expressed today were their own. He then gave a
186 presentation on voting in general and reviewed the different types of voting.


188  Mr. Kidd concluded the presentation with information about how people felt about RCV.


190  Councilmember Sifuentes asked the presenters to explain “Ranked Pairs” mentioned in their
191 presentation. Dr. Parry explained how it worked. A discussion ensued.


193  Mayor Fullmer turned the time over to Mark Roberts, Brad Daw, and Nancy Lord with Utah
194 RCV.

196  Mr. Roberts gave a brief background on his bid to get instant run-off voting in the state code
197 as a viable voting method. He reviewed his views on the different voting methods and a survey
198 that was done on RCV in 2019.

200  Ms. Lord gave a brief background on her bid to bring RCV to Utah. She addressed the
201 arguments against RCV. There was a discussion about the RCV counting process. It was noted
202 that as in any other voting type you do not have to vote for everyone.

 Councilmember Sifuentes said that Vineyard had an exciting political atmosphere. A council seat had opened and there were several people interested. Lehi foresaw that they would have several candidates and were able to hold a primary for RCV. She felt that they were getting worn out and that it was hard on their community. A discussion ensued about having several candidates on a ballot and holding or not holding a primary.

 Brad Daw gave his opinion on RCV. He mentioned a website called “Equal.vote” where they review different types of voting methods.

 Councilmember Sifuentes asked about the ending time of the pilot project. Mr. Roberts explained that there was a sunset clause on the legislation.


 A break was taken at 8:36 PM.  The meeting resumed at 8:54 PM.

5. WORK SESSION


There were no work session items submitted.


6. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

(Reports were presented at the end of the meeting.)


 Councilmember Holdaway expressed his concern with getting the General Ledger and having a Certified Public Accountant (CPA) and working with the State Auditor’s Office.


Councilmember Cameron left the meeting at 10:01 PM.


 Mayor Fullmer appreciated the outline of the journey Councilmember Holdaway was going through and felt that the discussion ended with him hearing one thing and staff hearing something different and that was why a meeting was being called with the State Auditor’s Office. She felt it was not appropriate to discuss the issue before they could hold the meeting. Councilmember Sifuentes agreed to have a meeting first to clarify the outcomes of the emails. A heated discussion ensued. Mayor Fullmer explained that the city received a letter that was stamped “draft” and wanted clarity from the State Auditor’s Office. She felt that Councilmember Holdaway was stating things and making accusations against something that there was no clarity on and why they needed to have this discussion.


 Councilmember Holdaway said that there was no city vote from last year on him getting a CPA (Certified Public Accountant). Mayor Fullmer stated that they had had multiple discussions on creating a financial committee that allowed Councilmember Holdaway to work with people and allowed the city to work with people on review. In their discussions they talked about, as a council, how one council person could not deputize or train somebody and give them documentation that was not public. They also talked about how they could formalize a


committee. Councilmember Sifuentes clarified that the council did not have to vote on everything. The heated discussion continued. Mayor Fullmer asked Mr. Blakesley to weigh in on this discussion.

 Mr. Blakesley felt that they needed to include the Auditor's office. He said that there had been multiple requests for the General Ledger over time and that he had been to several meetings where the ledger had been handed to Councilmember Holdaway. The instructions were that as a councilmember, he had the right to view the ledger, but they had to balance the oversight with the obligations under records law not to disclose, publicly, information that would be classified as private or protected. He said the city's ledger had information that the Records Officer believed to be private or protected. The instruction to Councilmember Holdaway is that when he has the full ledger, he cannot put it on Facebook or share it with a citizen who is not an employee or officer of the city. He noted that there were two (2) reports that were required to be filed with the state. He explained how those reports were generated. What he understood, except for the private or protected information which was small dollar amounts and individual names, was the revenue and expense reports provided a full snapshot of the city's revenue and expenses and was available to anybody who wanted to see it. He mentioned that Councilmember Holdaway had asked for not only a paper copy but an excel export from the system which he was entitled to, but he cannot publicly share it or share it with someone who was not an employee or an officer of the city because they lost control of that data. He said that as far as the next steps, Councilmember Holdaway and Ms. Bayles had both reached out to Seth Oveson at the State Auditor's Office and one of his roles was to provide guidance on financial bookkeeping, and what they would look at when performing an audit to help give instruction on what information could be shared and in what context. He mentioned the draft letter from the State Auditor's Office and that he had sent a letter to Mr. Holdaway stating that he did not want to provide any more guidance or information to Mr. Holdaway until they could meet as a full group. Mr. Blakesley noted that they were in the process of scheduling a meeting and that Councilmember Holdaway was the only person that had not responded to the meeting request. He said that he wanted to get Mr. Oveson's input on what the city did with the information and names. He was not comfortable putting that information out to the public. He clarified authority, that no one councilmember could deputize someone. Councilmember Holdaway claimed that he had the person he selected on a call with the State Auditor's Office, and they went through a training. He felt that there was a song and dance happening. Mayor Fullmer explained they had a very collaborative meeting scheduled to make sure that Councilmember Holdaway would get what he needed, and that this conversation did not need to take place and that they were on his side to get him the information. Councilmember Sifuentes felt that this conversation was a show by Councilmember Holdaway and wanted them to have the meeting with the State Auditor's Office first.

 Mayor Fullmer reviewed the timeline concerning Councilmember Holdaway's request for the General Ledger. Councilmember Holdaway changed his statement that the Auditor's Office had not trained his person but went through the steps for them to professionally deal with the documents, how to treat them in a private and protected way, and what could be shared publicly and what could not be shared publicly. A heated discussion ensued.

 Mayor Fullmer attempted to clarify why she felt the current public discussion was important. The discussion continued. Mayor Fullmer explained that the whole point in stating this issue was for the public to understand that the council was engaging in what councilmembers hoped would happen and that it was in fact being done collaboratively, and being done in a way that would protect staff, and ensured transparency to the community and the council.

 Councilmember Clawson felt they would not come to a resolution tonight.

 Mayor Fullmer called for additional council reports. After a brief discussion, she adjourned the meeting.

7. STAFF, COMMISSION, AND COMMITTEE REPORTS


There were no staff, commission, or committee reports.

8. APPOINTMENTS/REMOVALS

There were no names for appointments submitted.

3.3 Award of 5-Year Roadway Striping Services Contract (Resolution 2025-09)

Mayor Fullmer asked if Councilmember Holdaway had any questions. He replied that he did not. Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO APPROVE CONSENT ITEM 3.3 ON THE CONSENT AGENDA AS PRESENTED. COUNCILMEMBER CLAWSON SECONDED THE MOTION SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS. MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.


9. BUSINESS ITEMS



9.1. PUBLIC HEARING: Parks and Recreation Master Plan and Impact Fee Analysis (Ordinance 2025-01)


Parks and Recreation Director, Brian Vawdrey, is requesting approval of the proposed Vineyard City Parks and Recreation Master Plan.


(This item was continued from the March 12th, 2025, City Council meeting.)

Mayor Fullmer called for a motion to open the public hearing.


 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO OPEN THE PUBLIC HEARING AT 8:56 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.


 Parks and Recreation Director Brian Vawdrey and Laura Smith with CRSA gave a brief overview of the process and the master plan. There was a discussion about amenities.  The presentation continued. A discussion ensued about impact fees.


 Lee Johnson with Zions bank presented the impact fee study.


 Councilmember Sifuentes asked if each household would be charged the impact fee, what the developers would pay, and if a significant amenity could go towards the impact fees. Mr. Johnson replied that as he understood it, they could pay in leu the impact fees through assets or other capital improvements.

 Mayor Fullmer called for public comments. Hearing none, she turned the time over to the council for questions and comments.


 Councilmember Holdaway asked about the scoring standards/methods. There was a discussion about scoring and HOA amenities. City Attorney Jayme Blakely stated that they needed to make sure the data was supported and felt that the facilities plan was written in a conserve way to support impact fees. They could not count the HOA amenities that were not available to everyone. The discussion continued. Mr. Blakely's explained that the impact fees had to be spent on city amenities and must be used with six (6) of collecting the fees.


 Mayor Fullmer called for additional questions from the council or the public.


 Ms. Cornelous asked about the impact fee for new residents and if they could cut what they were offering and if they would cut the impact fee. There was a brief discussion.

 Councilmember Sifuentes asked about the green space in her neighborhood. Mr. Vawdrey replied that he had already updated the plan.

 Mr. Vawdrey proposed that in the IFA and IFFP documents list of amenities did not fully match the master plan. A brief discussion ensued.


 Mayor Fullmer called for additional questions from the council or the public.


 Mr. Lauret asked if this fee would be retroactive. Mr. Blakesley replied, no. Mr. Lauret asked how this would be applied to apartments. Mr. Blakesley replied that all housing units were counted the same. Mr. Vawdrey explained how the fees could be lowered. A discussion ensued.


 Mayor Fullmer called for additional questions from the public. Hearing none, she called for a motion to close the public hearing.


 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO CLOSE THE PUBLIC HEARING AT 9:52 PM. COUNCILMEMBER CLAWSON SECONDED THE MOTION.


MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

 Councilmember Clawson restated what he had heard about amenities. Mr. Blakesley stated that Councilmember Clawson understanding was correct.

 Mayor Fullmer noted that she had items she wanted more information on and asked that the item be continued.

 Councilmember Sifuentes asked if any of these would be retroactive, including green space already being programed. A discussion ensued.


 Mayor Fullmer called for a motion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO CONTINUE THIS ITEM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.


9.2. PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025- 11)


Utility Billing Clerk Maria Arteaga will present proposed amendments to the Consolidated Fee Schedule.


 Mayor Fullmer called for a motion to open the public hearing.


 **Motion:** COUNCILMEMBER CAMERON MOVED TO OPEN THE PUBLIC HEARING AT 9:57 PM. COUNCILMEMBER CLAWSON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY. Mayor Fullmer turned the time over to Utility Billing Clerk Maria Arteaga.

 Ms. Arteaga presented the fee schedule amendments.

 Mayor Fullmer called for public comments. Hearing none, she clarified that they would be taking the Parks and Recreation Impact Fees off the fee schedule. She then called for a motion to close the public hearing.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO CLOSE THE PUBLIC HEARING AT 10:00 PM. COUNCILMEMBER CLAWSON SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERSON, CLAWSON, AND SIFUENTES VOTED YEST. COUNCILMEMBER HOLDAWAY WAS ABSENT DURING THE MOTION. MOTION CARRIED WITH ONE (1) ABSENT.

422  Mayor Fullmer called for a motion.


423
424  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE THE
425 CONSOLIDATED FEE SCHEDULE AMENDMENTS, RESOLUTION 2025-11 WITH THE
426 EXCEPTION OF THE PARKS AND RECREATION FACILITIES FEE ON PAGE 15.
427 COUNCILMEMBER CLAWSON SECONDED THE MOTION. ROLL CALL WENT AS
428 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON,
429 HOLDAWAY, AND SIFUENTES VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

430
431 Mayor Fullmer moved to item 6 on the agenda.

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433
434 **10. CLOSED SESSION**

435 No closed session was held.

436
437
438 **11. ADJOURNMENT**

439  Mayor Fullmer adjourned the meeting at 10:25 PM.

440
441
442 **MINUTES APPROVED ON:** _____

443
444
445 **CERTIFIED CORRECT BY:** 

446 **PAMELA SPENCER, CITY RECORDER**





**MINUTES OF A SPECIAL SESSION
OF THE CITY COUNCIL
April 3, 2025, at 6:03 PM**

Present

Absent

Mayor Julie Fullmer
Councilmember Sara Cameron
Councilmember Mardi Sifuentes
Councilmember Brett Clawson
Councilmember Jacob Holdaway

Staff Present: Brad Christopherson with Hayes Godfrey Bell, Sgt. Jason Bullock with the Utah County Sheriff's Office, City Manager Eric Ellis, City Recorder Pamela Spencer, Public Works Director Naseem Ghandour, Parks and Recreation Director Brian Vawdrey, and Deputy City Recorder Tony Lara

Others Speaking: Brad Patterson with Gillmore and Bell, David Robertson with LRB, Vineyard Residents Kim Cornelius, David Lauret, Claudia Lauret, Daria Evans, and Karen Cornelius.

1. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE

Mayor Fullmer began the meeting at 6:03 pm. Councilmember Cameron gave the invocation and led the pledge of allegiance.

2. PUBLIC COMMENTS



Mayor Fullmer called for public comments.




Kim Cornelius, living in The Villas Subdivision, commented on the dedication of the water tank and asked that instead the Center Street overpass be named after Don Overson as it was his opinion that Mr. Overson had played an integral part in the construction of the overpass.




David Lauret, living on Holdaway Road, asked for details on the process of the bond approval, specifically if a vote tonight was the only one to be taken or if there would be additional votes taken at a later date. For purposes of a referendum petition, he wanted to know who could receive the application since both the city's recorder and deputy recorder would not be available next week.




Claudia Lauret, living on Holdaway Road, explained that she had attended a town hall regarding the new city center that had been hosted by Councilmember Cameron. She still had additional questions since attending that event and wanted more details on how the project would be funded. She felt that using sales taxes would take away funding from other projects and city services that utilized that revenue.

 Daria Evans, living in The Villas Subdivision, expressed her gratitude to the mayor and Councilmember Sifuentes as well as Public Works Director Naseem Ghandour for their help in answering sewer related questions she had. She shared concerns with Rank Choice Voting as well as with the Lakefront Development. She also wanted to know when the next set of sewer repairs would start and the extent of the work that was being planned.

 Karen Cornelius, living in The Villas Subdivision, asked if the vote that was to be taken on the bond parameters resolution would constitute a legislative action.


 Seeing no further comments, Mayor Fullmer closed public comment.


 Mayor Fullmer directed both Mr. Lauret and Ms. Cornelius to contact City Recorder Pamela Spencer to help answer their questions. She explained that other questions that had been raised during public comments would be addressed tonight in discussions on the relevant agenda items.


3. BUSINESS ITEMS


3.1. Municipal Alternate Voting Methods Pilot Project (also known as Ranked Choice Voting)


City Recorder Pamela Spencer will present a request to continue the use of the Municipal Alternate Voting Methods Pilot Project (also known as Ranked Choice Voting).
The mayor and City Council will act to adopt (or deny) this request by resolution.


 City Recorder Pamela Spencer presented on the Municipal Alternate Voting Methods Pilot Project.

 Councilmember Sifuentes shared her concerns and wanted to know if there was going to be a need for a primary. She also shared her thoughts from the previous council meeting presentations about ranked choice voting. She shared concerns about the process of tabulating votes. She wanted to clarify that she was not opposed to alternate voting options, but she did see some flaws with instant runoff. She hoped that there would be new options explored in the next legislative session. A discussion ensued.


 Councilmember Holdaway commented on what he felt was the importance of having a primary and why he would not be voting in favor of the resolution. A discussion ensued.

 Mayor Fullmer also expressed her gratitude for the presentations and gave her comments on ranked choice voting. A discussion ensued.

 Councilmember Clawson stated that he had intended to vote no, as well. His vote was not based on a dislike of ranked choice voting, in fact he preferred it, but he felt the community was very divided on it. He felt that because the pilot program with the state was set to sunset this year that there was no point in continuing to use it for one last year.


 Councilmember Cameron expressed her gratitude both for delaying a vote, as well as for the presentations held during the last meeting. She felt they had been very informative.


 Mayor Fullmer called for a motion on the item.


 **Motion:** COUNCILMEMBER CLAWSON MOVED TO DENY THE REQUEST. COUNCILMEMBER CAMERON SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER AND COUNCILMEMBERS CAMERON, SIFUENTES, CLAWSON AND HOLDAWAY VOTED YES. THE MOTION CARRIED UNANIMOUSLY.

3.2. Bond Parameters Resolution (Resolution 2025-15)


David Robertson with Lewis Robertson and Burningham will present a resolution authorizing the issuance and sale of not more than \$35,000,000 aggregate principal amount of Vineyard City, Utah Sales and Franchise Tax Revenue Bonds, series 2025; and related matters. The mayor and City Council will act to adopt (or deny) this request by resolution and set a public hearing for May 14, 2025.


 David Robertson, with Lewis Robertson and Burningham (LRB) presented on the Bond Parameters Resolution.


 Councilmember Holdaway asked about the interest rate and sought clarification on fixed versus variable rate. Mr. Robertson explained what the industry referred to as “True Interest Cost.” A discussion ensued.


 Mr. Robertson continued his presentation.


 Councilmember Holdaway asked if any other cities in Utah County had utilized the proposed bond to finance a city hall. He stated that he had looked but could not find any.


 Brad Patterson, with Gillmore and Bell, answered questions on projects that had been financed in the county using sales tax revenue bonds. He stated that it was not uncommon to see city halls or other buildings financed that way.


 Mr. Robertson continued his presentation.


 Councilmember Holdaway asked to enter a correction based on a text that he had just received from someone in Orem, he stated that Orem’s total budget was \$152 Million. He stated that Vineyard’s was \$12 Million and that both cities would be spending around \$30 Million on their city halls. Also, that their bond passed in 2018 had been submitted to voters. Councilmember Cameron clarified that it had been her understanding that those funds were for the rec center and not city hall. Mr. Patterson, who had been a part of that process, informed the council that it had been placed before the public because it was a General Obligation bond and not a Sales Tax Revenue Bond as was being discussed for Vineyard.


 Councilmember Holdaway felt that it was important to see the comparison between the two cities’ total budgets with both building a similarly priced building. Mr. Robertson asked for clarification on what was being compared as budget was not a factor but rather tax revenue and he wanted there to be a clear “apples to apples” comparison. Councilmember Sifuentes added that she did not feel it was unusual for a growing city to build a city hall. She also wanted to stress that she felt it was important for all parties to be talking about the same numbers.


 Councilmember Clawson asked if a market analysis would be part of the more detailed analysis being completed later in the process. Mr. Robertson explained that it would not be necessary because there was so much development that was coming in that investors would feel comfortable without one.


 Councilmember Holdaway asked for clarification on FY2024 Sales Tax and Franchise Revenue. He said it was his understanding that it had already all been spent. Mr. Robertson explained that not all of it had been spent and that initial discussions between his firm and the city's finance director indicated that there was still enough fluidity in the revenue to be able to afford the bond the payment. Councilmember Holdaway said that he did not like that answer and felt it would make it harder for the city in the future to "buy big things." Mr. Robertson stated that on the surface the city had the cashflow to support the project. Councilmember Holdaway expressed concern that it would require dedicating money to that project and would take away from money that had been previously dedicated to other projects.


 Based on the discussion, Mr. Robertson gave a brief overview of the bond process.


 Councilmember Holdaway asked about the nature of the vote taking place that night, and if there would be subsequent votes taken. Mr. Robertson indicated that any vote would be to delegate the authority to price and sell the bonds.

 Councilmember Holdaway asked acting City Attorney Brad Christopherson if a vote taken on the bond parameters constituted a legislative action, for the purposes of a referendum petition. Mr. Christopherson clarified that statute required the city attorney to make that determination only after an application for a referendum is filed. To do so before any vote was taken could create a conflict of interest between himself and the city council. He insisted that it was premature for either himself or Jayme Blakesley to make that determination before any vote had been taken.

 Councilmember Holdaway wanted to know why a public hearing would be scheduled for after the vote on the Bond Parameters Resolution if the process is finalized after that. Mr. Patterson explained that it was a requirement in state statute that a public hearing be held before the finalization of the bond sale. A discussion ensued. The council discussed the overall process as well as how frequently they would check in with the council. They also asked if there would be times during the process that, if they felt inclined, the council would still be able to withdraw the authority delegated as part of the bond parameters resolution.

 Councilmember Clawson wanted to know if the resolution could be amended to include a market study. A discussion ensued.

 Councilmember Holdaway asked for clarification on contestability timelines. Mr. Patterson explained that in addition to a referendum, there were timelines for lawsuits as well. A discussion ensued.

 Mayor Fullmer expressed her support for the resolution and said that she thought it was a good opportunity to move forward and get the research done to ensure the council felt good about the decision they would make.

Motion: COUNCILMEMBER HOLDAWAY MOVED TO TABLE THE RESOLUTION.
THERE WAS NO SECOND. THE MOTION FAILED.

Motion: COUNCILMEMBER CLAWSON MOVED TO APPROVE RESOLUTION 2025-15 AS PRESENTED. SETTING A PUBLIC HEARING TO OCCUR ON MAY 14, 2025, AND WITH THE ADDED STIPULATION THAT IT BE BROUGHT BACK BEFORE THE COUNCIL AT THAT TIME FOR ADDITIONAL DISCUSSION AND ACTION. COUNCILMEMBER SIFUENTES AMENDED THE MOTION TO INCLUDE ADDING COUNCILMEMBER CLAWSON AS A DESIGNATED OFFICER. COUNCILMEMBER CAMERON SECONDED. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER AND COUNCILMEMBERS CAMERON, SIFUENTES AND CLAWSON VOTED YES. COUNCILMEMBER HOLDAWAY VOTED NO. THE MOTION CARRIED FOUR (4) TO ONE (1).

4. CLOSED SESSION

There was no closed session during this meeting.

5. ADJOURNMENT

Mayor Fullmer adjourned the meeting at 7:50

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY:  _____
TONY LARA, DEPUTY CITY RECORDER



**MINUTES OF A CITY COUNCIL
SPECIAL SESSION**
City Council Chambers
125 South Main Street, Vineyard, Utah
April 21, 2025, at 5:01 PM

Present

Absent


Mayor Julie Fullmer
Councilmember Sara Cameron (left at 10:01 PM)
Councilmember Jacob Holdaway
Councilmember Mardi Sifuentes
Councilmember Brett Clawson


Staff Present: City Attorney Jayme Blakesley, City Manager Eric Ellis, Community Development Director Morgan Brim, Public Works Director Naseem Ghandour, City Recorder Pamela Spencer, and Deputy Recorder Tony Lara

1. CALL TO ORDER


 Mayor Fullmer opened the meeting at 5:01 PM.

2. CLOSED SESSION

 Mayor Fullmer called for a motion to go into a closed session. Councilmember Holdaway asked for clarification on what they could discuss before they went into a closed session. City Attorney Jayme Blakesley explained the process and reason for going into closed sessions. A discussion ensued.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO GO INTO A CLOSED SESSION IMMEDIATELY IN THE CITY COUNCIL CHAMBERS TO HOLD A STRATEGY SESSION TO DISCUSS PENDING OR REASONABLY IMMINENT LITIGATION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, AND SIFUENTES VOTED YES, COUNCILMEMBER HOLDAWAY VOTED NO. THE MOTION CARRIED FOUR (4) TO ONE (1).

42 **3. ADJOURNMENT**

43  Mayor Fullmer adjourned the meeting at 5:07 PM.

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46 **MINUTES APPROVED ON:** _____

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49 **CERTIFIED CORRECT BY:** 
50 **PAMELA SPENCER, CITY RECORDER**





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Professional Services Contract Renewal (Resolution 2025-16)

Department: Community Development

Presenter: Anthony Fletcher

Background/Discussion:

In February 2023, Vineyard City entered into professional planning services contracts with Alta Planning + Design, Avenue Consultants, Blu Line Design, and CRSA. These firms have provided valuable support to the Community Development Department by enhancing technical expertise, supplementing staff capacity, and helping manage the increasing volume of work stemming from Vineyard's rapid growth.

The contracts were previously renewed by the City Council on April 24, 2024. Over the past year, these firms have continued to assist the department with a variety of technical planning and design projects that have proven essential in keeping pace with the city's development activity.

As the city continues to experience significant development activity, the demand for specialized planning and design services remains high. These consulting firms have demonstrated their effectiveness and reliability in assisting the department with a wide range of professional planning and development services initiatives.

Purpose of the Resolution:

Resolution 2025-16 seeks to formally renew the existing contracts with the four consulting firms listed above. Renewing these agreements will ensure continuity in planning efforts, allow for the timely execution of technical projects, and provide the necessary flexibility for staff to respond to development demands.

Fiscal Impact:

varies by project

Recommendation:

Staff recommends approval of Resolution 2025-16 to renew the contracts for planning and consulting services with Alta Planning + Design, Avenue Consultants, Blu Line Design, and CRSA.

Sample Motion:

"I move to adopt Resolution 2025-16, renewing the contracts for planning and consulting services with Alta Planning + Design, Avenue Consultants, Blu Line Design, and CRSA, as presented"

Attachments:

1. Resolution 2025-16 Planning and Consulting Services 04.25.2025 update (Renewals)

RESOLUTION 2025-16

A RESOLUTION OF THE VINEYARD CITY COUNCIL RENEWING THE PROFESSIONAL SERVICES CONTRACTS FOR ALTA PLANNING + DESIGN, AVENUE CONSULTANTS, BLU LINE DESIGN, AND CRSA FOR PLANNING AND CONSULTING SERVICES.

WHEREAS, the original planning services contracts were awarded on February 22, 2023, and renewed on April 24, 2024. It has been determined that they are a valuable asset to the Community Development Department in expanding the department's expertise, capabilities, and time management; and

WHEREAS, due to the rapid growth of Vineyard, there is a need for many technical planning and design projects, which from time-to-time the Community Development Department requires additional professional support; and

WHEREAS, staff has determined that it is in the city's best interest to renew the contracts with Alta Planning + Design, Avenue Consultants, Blu Line Design, and CRSA for an additional year.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

Section 1. The contract be renewed for Alta Planning + Design, Avenue Consultants, Blu Line Design, and CRSA for Planning and Consulting Services as outlined in the staff report.

Section 2. The City Manager is hereby authorized and directed to execute the renewal of the contracts with Alta Planning + Design, Avenue Consultants, Blu Line Design, and CRSA for Planning Services as is herein referred to.

Section 3. This resolution shall take effect upon passing.

Passed and dated this 30th day of April 2025.

Mayor

Attest

City Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Recommendation to Expand the Pool of Professional Services Consultants
(Resolution 2025-19)

Department: Community Development

Presenter: Anthony Fletcher

Background/Discussion:

The purpose of this resolution is to present a recommendation to expand Vineyard City's pool of professional consulting firms available to support the Planning and Engineering Departments.

Resolution 2025-19 seeks to formally authorize the inclusion of additional consultants into the City's on-call pool. Expanding this pool will ensure continuity in planning and engineering efforts, allow for the timely execution of technical projects, and provide necessary flexibility for staff to respond to ongoing and future development demands

As Vineyard City continues to experience significant development activity, the demand for specialized engineering, planning, and design services remains high. To maintain the quality and efficiency of development services, the City issued a Request for Proposals (RFP) on March 3, 2025, seeking qualified and experienced consultants to provide a wide range of planning, engineering, and design services for an initial one-year term, with options to renew annually for up to four additional years.

Initially, professional services were focused on supporting the Planning Department. However, due to the demonstrated **effectiveness and reliability** of existing consultants, there has been an increasing need to **expand the scope of services to also cover Engineering Department needs**, ensuring comprehensive support for all stages of development activity.

A total of **15** proposals were received and evaluated by staff according to criteria outlined in the RFP, including service approach, qualifications, experience, key personnel, and unit rate evaluation for 2025 Professional Services. After careful evaluation and discussion among the staff review team, 12 firms came out with outstanding experience and expertise needed to expand the pool of consultants for our professional services.

Scope of Professional Services

The range of professional services requested through the RFP includes, but is not limited to:

- Active transportation planning
- Civil/site engineering
- Code updates and text amendments
- Corridor and small area planning
- Construction engineering and cost estimating
- Environmental, wetlands, and flood plain studies
- Feasibility studies and analysis
- General Plan updates
- Geotechnical and material testing

- Housing studies
- Mapping and graphics production
- Mechanical, electrical, and plumbing (MEP) consulting
- Neighborhood planning
- Public participation facilitation
- Safety and security planning
- Site plan and development reviews
- Structural engineering
- Surveying services
- Transportation planning
- Traffic modeling, travel demand, and accessibility analysis
- Urban design services
- Utility infrastructure planning and review

Additionally, consultants may be tasked with specialized projects, such as sustainability and resilience planning, historical analysis, data collection and analysis, and economic development-related land use services.

The firms that were selected for recommendation to the City Council were as follows:

1. BHB Structural
2. Bowen Collins Associate
3. CMT Technical Services
4. Consor Engineering
5. Earthtec Engineering
6. GeoStrata
7. GSBS Consulting
8. Hales Engineering
9. Hansen Allen & Luce Inc.
10. Jones & Associates Consultings
11. Kimley-Horn
12. Think Architecture

The consultants evaluated demonstrate qualifications that meet Vineyard City's operational and project-specific needs, and each firm offers strengths aligned with the City's ongoing and future development priorities.

Fiscal Impact:

There is no immediate fiscal impact associated with approving Resolution 2025-19. Costs for consultant services will be incurred through individual task orders on an as-needed basis, subject to available budget appropriations.

Recommendation:

Staff recommends that the City Council adopt **Resolution 2025-19**, thereby authorizing the inclusion of the recommended consulting firms into Vineyard City's on-call professional services pool.

Approval of this resolution will:

- Expand the range of technical expertise available to City staff;
- Support the timely execution of planning, design, and engineering initiatives;

- Ensure continued flexibility to address the City's evolving development landscape.

Sample Motion:

"I move to adopt Resolution 2025-19, approving the staff recommendation and authorizing the City Manager to enter into professional services contracts, including engineering and planning scopes, with the consultants as listed in the staff report."

Attachments:

1. Resolution 2025-19 Professional Consulting Services (New Contracts)
2. 2025 Planning Services RFP V.3.0 Final 03.3.2025

RESOLUTION 2025-19

A RESOLUTION OF THE VINEYARD CITY COUNCIL TO EXPAND THE POOL OF CONSULTANTS FOR PROFESSIONAL SERVICES CONTRACTS TO INCLUDE BHB STRUCTURAL, BOWEN COLLINS ASSOCIATE, CMT TECHNICAL SERVICES, CONSOR ENGINEERING, EARTHTEC ENGINEERING, GEOSTRATA, GSBS CONSULTING, HALES ENGINEERING, HANSEN ALLEN & LUCE INC., JONES & ASSOCIATES CONSULTING, KIMLEY-HORN, THINK ARCHITECTURE

WHEREAS, notice to bidders has been duly given as required by law; and

WHEREAS, after consideration of all bids filed, it was determined that BHB Structural, Bowen Collins Associate, CMT Technical Services, Consor Engineering, Earthtec Engineering, Geostrata, GSBS Consulting, Hales Engineering, Hansen Allen & Luce Inc., Jones & Associates Consulting, Kimley-Horn, and Think Architecture were the best bidders for the services as is outlined herein.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

Section 1. The Professional services contracts be awarded BHB Structural, Bowen Collins Associate, CMT Technical Services, Consor Engineering, Earthtec Engineering, Geostrata, GSBS Consulting, Hales Engineering, Hansen Allen & Luce Inc., Jones & Associates Consulting, Kimley-Horn, and Think Architecture as outlined in the staff report and the winning proposal for a one (1) year period with an option for renewal each following year for up to four (4) additional years. With no immediate fiscal impact associated with approving Resolution 2025-19. Costs for consultant services will be incurred through individual task orders on an as-needed basis, subject to available budget appropriations. and up to an amount approved by the City Council for Fiscal Year 2025-2026.

Section 2. The City Manager is hereby authorized and directed to execute the contract with BHB Structural, Bowen Collins Associate, CMT Technical Services, Consor Engineering, Earthtec Engineering, Geostrata, GSBS Consulting, Hales Engineering, Hansen Allen & Luce Inc., Jones & Associates Consulting, Kimley-Horn, and Think Architecture for Professional Services as is herein referred to.

Section 3. This resolution shall take effect upon passing.

Passed and dated this 30th day of April 2025.

Mayor

Attest

City Recorder





REQUEST FOR PROPOSALS TO PROFESSIONAL SERVICES TO VINEYARD CITY

March 2025

Opening Date: Monday, March 3, 2025 5:00 PM
Close of Question Date: Wednesday, March 12, 2025, 5:00 PM
Due Date: Monday, March 31, 2025, No Later Than 5:00 PM MST

REQUEST FOR PROPOSALS TO PROVIDE PROFESSIONAL SERVICES TO VINEYARD CITY

A. NOTICE TO PROFESSIONALS

Vineyard ("City") is seeking Proposals from qualified and experienced Design, Engineering, and Planning professionals ("Consultant") to provide general and specialized planning services to Vineyard for a one (1) year period with an option to renew each following year for up to four (4) additional years.

The City intends to compare and evaluate all eligible submittals and select the most qualified firm(s) or professional(s) as outlined in this request.

This is a Request for Proposals (RFP) only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this RFP.

B. SCOPE OF WORK

1. Services Requested

From time-to-time the City requires additional professional and technical expertise. The services rendered will include functioning as one of Vineyard's planning, engineering or design consultants. The consultant will need to demonstrate professional experience in one the following specialties:

- Active transportation planning
- Civil/ Site
- Code updates and text amendments
- Corridor and small area plans
- Construction Engineering/Cost Estimating
- Environmental/wetlands/flood plains
- Feasibility studies and analysis
- General Plan Updates
- Geotechnical/Material Testing
- Housing
- Mapping and graphics production
- Mechanical/ Electrical/ Plumbing (MEPs)
- Neighborhood planning
- Public participation
- Safety and security planning
- Site plan and development reviews
- Structural
- Surveying
- Transportation
- Travel demand, traffic & accessibility modeling
- Urban design
- Utilities

The city may consider utilizing the consultant with special projects like sustainability and resilience planning, historical analysis, event planning, data collection services and analysis, economic development, and other land use services typical to municipal government.

2. Expectations

The Consultant shall provide a proposal as outlined in section C.6. The data produced by the Consultant shall be the property of the City and made readily available to the City in PDF and native file formats as requested. Personnel involved shall possess the necessary professional skills and qualifications (including any licenses) to perform the required services. All work completed must follow federal and state laws, procedures, and guidelines; and the selected firms shall be responsible for knowledge of and compliance with all federal and state regulations. The Consultant is expected to be available for services in a timely manner and cost/time estimates shall be provided upon request. Night meeting attendance may be required from time to time as requested by the city to present material or receive public comments to city boards or public open house/input gathering sessions. Preference will be given to consultants who can provide services in-house for the primary planning, engineering, and design tasks listed in B.1 of this document without using a 3rd party as a substitute.

3. Contract Terms

- a. It is anticipated that the terms of the contract will be for one (1) year from the date of entering with options to renew each year for up to four (4) additional years.
- b. Neither this RFP nor a contract executed from this RFP ensures the winning proposer all Planning services for the city.

C. INSTRUCTIONS TO PROPOSERS

1. Compliance with the City's Purchasing Policy

The City's Purchasing Policy can be provided upon request by the Vineyard City Finance Department. The purpose of the Purchasing Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by the City, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. It is the responsibility of the applicant to review, understand, and comply with all legal requirements set forth within the City's Purchasing Policy.

2. Procurement Timetable

The following timetable has been established for this RFP:

- Closing Time for Questions: 14 calendar days after original post date
- Closing Date and Time for Receipt of Proposals: 35 calendar days after post date
- Approximate Notice of Award: 14 calendar days after close date

3. Procedure

The procedure for responding to this RFP, evaluation of proposals, and selection of a consultant is as follows:

- a. Interested entities will prepare and submit their proposals according to the Procurement Timetable contained in Subsection C.2.
- b. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria contained in Subsection C.6.
- c. In-person or web presentations may be requested by the City from selected proposers.

- d. A Professional Services Agreement incorporating the provisions, terms, and conditions of this RFP will be executed between the City and the selected Consultant.

4. Proposal Submission

- a. Submit a digital copy of the Proposal and appendices through the [U3P platform](#) by the submission date no later than 5:00pm MST.
- b. The deadline for receipt of proposals is set forth in Section C.2. Late Proposals will not be accepted.
- c. Proposals must be complete in meeting the requirements of this RFP. Additional information provided after the deadline will not be considered unless specifically requested by Vineyard.

5. Questions and Clarifications

- a. Firms will be notified via email from anthonyf@vineyardutah.gov of any substantive changes in the Proposal requirements.
- b. All questions shall be submitted via email to: anthonyf@vineyardutah.gov
- c. All questions will be answered via email from: anthonyf@vineyardutah.gov

6. Proposal Organization and Content

The comprehensive RFP response shall include all requested information and documentation. Incomplete proposals may be deemed non-responsive. Proposal shall contain no more than 8 pages single-sided, excluding transmittal letter, attachments, and resumes. The proposal response shall include the following:

- a. Transmittal letter: (not included in page count) The letter of transmittal shall be on official business letterhead and shall include the following:
 - A statement of the respondent's intent to participate in the contract and comply with all terms and conditions as indicated in the RFP.
 - A certification statement to the effect that the person signing the proposal is authorized to do so on behalf of the respondent.
 - Name of the key contact person with his/her title and telephone numbers and email addresses. Also, indicate a backup contact person if the person signing the proposal is not available to take a call from the City.
- b. Service Approach (2 pages max): This section should describe the methodology and process proposed to be used to complete the Scope of Work defined in Section B.1. Describe outputs to be delivered and identify the advantages of the proposer to City. This section should also include specific exclusions.
- c. Qualifications and Experience (3 pages max): This section should describe the proposer's experience with municipal contracts of similar size and geography, including the individual team member's involvement in the specific projects described. Where applicable, work reference contacts should be included. Example project information, such as mapping produced and associated costs, screenshots, and other details for the identified work should be briefly included. Specifically, provide examples of public participation efforts utilized within the planning process.
- d. Key Personnel and Project Team (2 pages max): This section should contain the following information:

- Organizational chart showing the team expected to complete the Planning services including individual members, organizations, relationships, and breakdown of responsibilities.
 - The percentage of the work that is expected to be performed for Vineyard by each team member.
 - Resumes of key individual expected to perform work for Vineyard.
- e. Unit Rate Evaluation (1 page max): Proposals shall include:
- Billing rates for proposed personnel that will be working on tasks for Vineyard.
 - Expected reimbursables and associated rates.
 - Project cost estimates.
 - Cost of using a using a 3rd party substitute.
 - Cost will be evaluated independently from the technical proposal.

7. Evaluation Criteria

Proposals will be based on the following criteria:

- a. Transmittal Letter (not scored but must be submitted): Complete information as requested.
- b. Service Approach (25%): This category evaluates the Consultant's understanding of the work to be performed, availability and response time to complete tasks, the technical approach to meet the City's needs, and the Consultant's plan for managing the work.
- c. Qualifications and Experience (25%): This category deals with the proposer's performance on similar prior local work. Experience relates to the overall assessment of the proposer's assigned personnel and previous experience with this type of work.
- d. Key Personnel and Project Team (25%): This category deals with the education, training, and experience level of key personnel proposed for this work as well as experience working together as a team.
- e. Unit Rate Evaluation (25%): This category will evaluate the Consultant's value based on a provided unit costs for the range of professional services that include, but not limited to, Planning Professional, Urban Design Professional, Other Professional, Subconsultant Costs Mark-up, Other Direct Costs Mark-up, See Fee Schedule Example.

8. Web Presentation with In-Person Option

As part of the proposal evaluation process, selected proposers may be invited to make in-person or web presentations to the City and/or respond to staff questions. These presentations must be made by the same project team personnel who will be assigned to the contract should the proposer be awarded. The presentation will include one or two subject points chosen by the city at a later date and will be limited in time. The presentation grading criteria will be an equal weights distribution regarding bidders' quality and articulation of requested subject points.

9. Submittal Ownership

All proposals (and the information contained therein) shall become the property of the City. Proposers should carefully consider the items submitted before submitting items that would not be disposable to the proposer. Proposals submitted may be reviewed and evaluated by any person at the discretion of the City. No proposal shall be returned to the respondent regardless

of the outcome of the selection process. The City follows the State of Utah GRAMA regulations in regard to personal and business information confidentiality.

10. Acceptance of Proposal

- a. Vineyard intends to award the contract to a single firm. However, Vineyard reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject for any reason, any or all proposals submitted pursuant to this request for proposals.
- b. The responding party agrees that the City may terminate this procurement procedure at any time and for any reason, and the City shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

11. Withdrawal of Proposal

The proposal may be withdrawn upon request by the proposer, without prejudice, prior to, but not after, the time fixed to receive proposals.

12. Proposal Cost

Cost for developing proposals and making proposal presentations are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.

13. Reservation of Rights

Vineyard reserves rights to:

- a. Reject any and all Proposals received in response to this RFP.
- b. Waive or modify any irregularities in Proposals.
- c. Request additional information or modifications to Proposals prior to award if such is in the best interests of Vineyard.
- d. Use any ideas submitted in the Proposals received, unless covered by legal patent or proprietary rights. Selection or rejection of the proposal does not affect this right.
- e. In the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified firms that submitted acceptable Proposals.
- f. Cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding the execution of a contract and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals.

14. Additional Resources

- a. See Vineyard City's General Plan here:
<https://vineyard.municipalcodeonline.com/book?type=plan#name=Preface>
- b. See Vineyard Zoning Code here:
<https://vineyard.municipalcodeonline.com/book?type=zoning#name=Preface>
- c. See Vineyard's Zoning and other Maps here:
<https://experience.arcgis.com/experience/5d675261cad649ffb85deee52dcbe1cb/>
- d. Map of Vineyard:

e. Fee Schedule Example

EXAMPLE

[illegible]



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Interlocal Agreement with Utah County for Election Services (Resolution 2025-18) (Fiscal Impact up to \$40,000)

Department: Recorder's Office

Presenter: Pamela Spencer

Background/Discussion:

We have contracted with Utah County's Elections Office since 2015 to conduct our elections and feel that it would be beneficial to continue the relationship with the county to facilitate the running of our elections.

Fiscal Impact:

The county projects that conducting the Municipal Elections will cost approximately \$2.75 per voter, which is a \$0.50 increase from the previous municipal election. The quoted estimate is based on 6,621 active voters as of January 1, 2025. As of April 1, 2025, there are currently 6,768 active voters on record. The estimated total cost for each election (Primary, if necessary, and General) is about \$18,612. This amount will vary depending on the number of new voter registrations prior to each election.

Recommendation:

Staff recommends adopting Resolution 2025-18, as presented, and allowing the mayor to sign the Interlocal Cooperation Agreement between Utah County and Vineyard City for the administration of the 2025 Municipal Elections.

Sample Motion:

I move to adopt Resolution 2025-18, as presented, and allow the mayor to sign the Interlocal Cooperation Agreement between Utah County and Vineyard City for the administration of the 2025 Municipal Elections.

Attachments:

1. Resolution 2025-18 ILA with Utah Count for Election Services
2. Vineyard 2025 Municipal Election ILA with Exhibits

RESOLUTION NO. 2025-18

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-1, et seq., 1953 as amended, governmental entities are allowed to enter into agreements for the joint provision of services; and

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated an agreement with Utah County for the administration of the 2025 Municipal Elections.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF VINEYARD AS FOLLOWS:

1. The Vineyard City Council authorizes the mayor to sign the agreement titled Interlocal Cooperative Agreement between Utah County and Vineyard City for the Administration of the 2025 Municipal Elections, in the form attached hereto as Exhibit A.

2. This resolution shall take effect upon passing.

Passed and dated this 30th day of April 2025.

Mayor Julie Fullmer

Attest:

City Recorder

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND VINEYARD CITY**

FOR THE ADMINISTRATION OF THE 2025 MUNICIPAL ELECTIONS

This INTERLOCAL COOPERATION AGREEMENT (“Agreement”), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Vineyard City, a municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, under Utah Code Title 20A, the Utah County Clerk is charged with many duties pertaining to conducting fair, accurate, and impartial elections in Utah County;

WHEREAS, Utah County, by and through the Utah County Clerk, regularly conducts countywide elections and has the equipment, experience, and applicable vendor contracts in place to efficiently conduct elections;

WHEREAS, municipalities within Utah County, such as CITY, are responsible for conducting municipal elections within their own jurisdictions;

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Utah Code Title 11, Chapter 13, public agencies, including political subdivisions of the State of Utah, are authorized to enter into written agreements with one another for joint or cooperative action;

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY;

WHEREAS, the parties to this Agreement are public agencies as defined in the Act;

WHEREAS, Utah County and CITY desire to successfully conduct the 2025 CITY Municipal Primary Election (to be held on August 12, 2025) and Municipal General Election (to be held on November 4, 2025) (collectively “2025 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2025 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

Within the meaning of the Act, the effective date of this Agreement occurs when the Agreement is submitted to, approved by, and formally adopted via resolution by the governing bodies of both parties. The term of the Agreement begins upon its effective date and ends on December 31, 2025, or upon joint written termination by both parties, whichever occurs first. The termination date may be extended if mutually agreed upon in writing by both parties.

Prior to becoming effective, the Agreement must be reviewed and approved for legal form and compatibility with the laws of the State of Utah by both the Utah County Attorney and the CITY Attorney, or their designee. Each party shall file a copy of the Agreement with the respective record-keeping official for each party.

Section 2. ADMINISTRATION OF AGREEMENT

This agreement does not create a separate legal entity and does not require or authorize any organizational changes within the parties. Under Utah Code § 11-13-207, Utah County, by and through the Utah County Clerk, shall act as the administrator responsible for overseeing the

implementation of this Agreement. Utah County, by and through the Utah County Clerk, shall maintain all books and records in such form and manner as Utah County sees fit and shall make all books and records available for examination and inspection by CITY at all reasonable times and in accordance with state and federal law. The parties shall not acquire, hold, nor dispose of real or personal property under this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose of administering the 2025 CITY Municipal Elections in accordance with state and federal laws. This Agreement contemplates basic, traditional primary and general elections for the 2025 CITY Municipal Elections, in accordance with the laws of the State of Utah. All other election-related services, including but not limited to services for special elections, runoff elections, or elections for subsequent years, are not contemplated in this Agreement.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties outlined in Exhibit A, which is attached and incorporated by reference, for the 2025 CITY Municipal Elections.

CITY agrees to reimburse Utah County the actual costs incurred in administering the 2025 CITY Municipal Elections. Utah County shall not bill CITY in excess of the estimated cost per active voter specified in Exhibit B, which is attached and incorporated by reference. CITY shall submit payment to Utah County within 30 days of receiving an invoice.

In accordance with the definitions in Utah Code § 20A-1-102, this Agreement relates to a municipal ballot and election, and the election officer is CITY's municipal clerk or recorder. Notwithstanding these definitions, the parties agree to consolidate all elections administration

functions and decisions in the office of the Utah County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections taking place throughout Utah County in 2025. In a consolidated election, decisions made by Utah County regarding resources, procedures, and policies are based upon providing the same scope and level of service to all the participating jurisdictions, and CITY recognizes that such decisions, made for the benefit of the whole, may not be subject to review by CITY.

Section 5. TERMINATION

This Agreement automatically terminates at the end of its term, pursuant to the provisions of Section 1. Prior to the automatic termination, either party may terminate the Agreement early by providing 60 days' written notice to the other party. If the Agreement is terminated prior to the scheduled end date, CITY shall pay its share of any costs incurred up to that point, including any unavoidable and irreversible future costs outlined in the Agreement.

Prior to termination, the parties shall settle all outstanding financial obligations under this Agreement

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. The parties expressly agree that the obligation to indemnify is limited to the dollar amounts set forth in the Utah Code § 63G-7-604 of the Governmental Immunity Act of Utah. None of the parties waive any defenses otherwise available under the Governmental Immunity Act of Utah.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

The parties shall place executed copies of this Agreement on file in the office of the Utah County Clerk and with the official keeper of records of CITY and shall maintain the copies for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

The Agreement takes effect only after the following steps are completed:

- (a) Approval by resolution of each party's governing body,
- (b) Execution by a duly authorized official of each party,
- (c) Review and approval by an authorized attorney of each party, as required by Utah Code § 11-13-202.5, and
- (d) Filing of the Agreement and resolutions in the official records of each party.

Section 9. AMENDMENTS

This Agreement may only be amended, changed, modified, or altered by an instrument in writing that meets the following requirements:

- (a) Approval by resolution of each party's governing body,
- (b) Execution by a duly authorized official of each party,
- (c) Review and approval by an authorized attorney of each party, as required by Utah Code § 11-13-202.5, and
- (d) Filing of the Agreement and resolutions in the official records of each party.

Section 10. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in effect and be enforced to the extent permitted by law. If possible, the

parties shall apply the invalid provision in a way that upholds its intent. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

The parties acknowledge that all terms of this Agreement have been negotiated and prepared jointly. Neither party is presumed to have a disadvantage due to being the drafter of this Agreement. If any provision of this Agreement requires judicial interpretation, the parties request that no presumption be applied against any party for being the drafting party.

Section 12. HEADINGS

Headings in the Agreement are for convenience of reference only and are not to be considered for any interpretation of the Agreement.

Section 13. BINDING AND ENTIRE AGREEMENT

This Agreement is binding upon the heirs, successors, administrators, and assigns of both parties. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior and contemporaneous agreements, negotiations, representations, promises, or understandings of the parties, whether oral or written.

Section 14. NOTICES

All notices, demands, and other communications required or permitted to be given under this Agreement must be in writing. A notice will be considered properly given if delivered by hand or sent via certified mail (return receipt requested, with postage paid) to the Utah County Clerk or the CITY Mayor at their respective addresses. Either party may designate a specific address by providing notice as specified in this section.

Section 15. ASSIGNMENT

Neither party may assign this Agreement or any portion of it without the prior written consent of the other party. An approved assignment does not relieve the original parties of their liabilities under this Agreement.

Section 16. GOVERNING LAW

All questions with respect to the construction and interpretation of this Agreement, including the rights, obligations, and liabilities of the parties, are to be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2025 - _____, approved and passed on the _____ day of _____ 2025.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
Brandon B. Gordon, Commission Chair

ATTEST: Aaron R. Davidson
Utah County Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
Jeffrey S. Gray, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No. 2025-18, approved and passed on the 30th day of
April 2025.

CITY Mayor

ATTEST:

By: _____
CITY Recorder

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

By: _____
CITY Attorney

Exhibit A

Scope of Work for Services in the 2025 Municipal Elections

Revised February 6, 2025

Services CITY will perform include, but are not limited to:

- Providing the Utah County Clerk with relevant information, decisions, and resolutions and taking appropriate actions required for the conduct of the election in a timely manner.
- Administering all functions related to candidate filings, including conflict of interest disclosures and campaign financial disclosures.
- Publishing public notices as required by law. CITY may work with Utah County to publish notices jointly with other jurisdictions.
- Accepting responsibility for keeping candidates and the public up-to-date and informed on all legal requirements governing candidates, campaigns, deadlines, and recounts.
- Thoroughly examining and proofing all election ballots and providing final approval.
- Hosting on the CITY website a link to or copy of the unofficial reported results as hosted on the Utah County Clerk's elections webpage prior to certification, the official reported results as hosted on the Utah County Clerk's elections webpage after certification, the location of the county-owned ballot drop boxes, the location of vote centers, and a link to the website for voters to opt-in to receive ballot alert texts.
- Submitting annexations or other boundary changes impacting the administration of the 2025 CITY Municipal Elections to the County prior to June 1, 2025. Annexation changes submitted on or after June 1, 2025, will not be incorporated into the 2025 CITY Municipal Elections.
- Canvassing the final election results seven days after Election Day, or on another date in accordance with state law and in coordination with the Utah County Clerk.
- CITY will not change the format or otherwise alter the unofficial or official reported results, only displaying them in the form and format as provided by the Utah County Clerk.

Services Utah County will perform for CITY include, but are not limited to:

- Ballot layout and design.
- Ballot printing.
- Ballot mailings. The outgoing and return by-mail ballot envelope packets sent to each voter will be addressed to the Utah County Clerk.
- Ballot retention and storage.
- Outgoing postage and return postage.
- Ballot processing.
- Signature verification and the curing of ballots returned with inconsistent, mismatched, or missing signatures.

- Printing optical scan ballots.
- Programing and testing voting equipment.
- Maintaining the electronic voter registration database.
- Selection and operation of countywide vote centers.
- Poll worker and ballot center worker recruitment, training, assignment, supervision, and compensation.
- Delivery of supplies and equipment.
- Tabulating and reporting election results on the Utah County website.
- Verifying and processing provisional ballots.
- Updating the voter history database.
- Conducting audits as required by state law and administrative rule.
- Conducting recounts as required by state statute and administrative rule.
- Election Day administrative support.
- Ballot drop box services, including maintaining and securing drop boxes, unlocking and locking drop boxes, collecting ballots, and maintaining security camera footage.
- Providing final canvass report of official election results as required under Utah Code, Title 20A, Chapter 4, Part 3. Upon CITY performing its statutory duties to canvass an election, the final canvass report will constitute the official election results.
- Any other services necessary for the success of the 2025 CITY Municipal Elections.

Exhibit B

Cost Estimate for 2025 Municipal Elections

Vineyard

Election	Active voters as of 1/1/2025	Active voters x \$2.75 per voter per election
Primary	6,621	\$18,207.75
General	6,621	\$18,207.75
Total estimated cost as of 3/17/2025 for 2025 CITY Municipal Elections		\$36,415.50

This exhibit is a good faith cost estimate for budgeting purposes and is not intended to be the final actual cost billed to CITY.

Election costs depend upon the offices scheduled for election, the volume of voters, and the number of participating jurisdictions.

For billing purposes, active voters will be calculated 11 days before each Election Day. Utah County will not invoice CITY more than \$2.75 per active voter per election and will strive to keep costs under that estimated rate.

In the event of a State or County special election being held in conjunction with the 2025 CITY Municipal Elections, the scope of services and associated costs, and the method of calculating those costs, may be altered.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Special Event Fee Waiver Request - Mother's Day Luau Fundraiser

Department: Parks and Recreation

Presenter: Brian Vawdrey

Background/Discussion:

The City has received a Special Event Fee Waiver request from the organizers of the “Mother’s Day Luau Fundraiser,” a two-day community event planned for May 24th and May 26th at Grove Park. The event is intended to raise funds and awareness for cancer-related causes. On May 24th, a luau will be held featuring Polynesian cultural performances and displays. While the park will remain open to the public, attendees will have the option to purchase food, with proceeds going toward cancer fundraising efforts. On May 26th, the event will continue with a 5K walk, beginning and ending at Grove Park, also in support of cancer awareness. The event has received conditional approval from the Utah County Sheriff’s Office, Orem Fire Department, and relevant City department heads. The applicant is requesting that the following fees be waived to help offset event costs: the \$200 Special Event Fee, \$75 Large Pavilion Reservation Fee, and \$40 Small Pavilion Reservation Fee. For a total of \$315. The City Council is being asked to consider this fee waiver request.

Fiscal Impact:

Recommendation:

Sample Motion:

Attachments:

1. Special Event Permit Application - Luau
2. Fee Waiver Application
3. Map

Event Information

Event Name (this is a custom event)

Mothers Day Luau Fundraiser

Start and End Dates

05/24/2025 - 05/26/2025

Dates

Location

05/24/2025 - 05/24/2025

5:00 pm - 9:00 pm

Setup: 3:00 pm

Takedown Complete: 10:00 pm

05/26/2025 - 05/26/2025

7:00 am - 12:00 pm

Setup: 6:00 am

Takedown Complete: 1:00 pm

Application Review Status

Pre-Review	Approved	Date Submitted 02/11/2025
Fire Department	Not Reviewed	
Public Works	Not Reviewed	
Parks	Not Reviewed	
City Manager	Not Reviewed	
Sheriffs Office	Not Reviewed	
Final-Review	Not Reviewed	

Fees

Multi-Day Special Events	\$200.00
Subtotal	\$200.00

Payments

There are no payments

Amount Paid**\$0.00**

Application Form Data

(Empty fields are not included)

First Name

Norries

Last Name

Alaiasa

Are you applying on behalf of another individual or organization?

No

Phone

[REDACTED]

Email

[REDACTED]

Mailing Address

[REDACTED]

City

Vineyard

State

UT

Zip Code

84059

Name of Event

Mothers Day Luau fundraiser

Event Director First Name

Norries

Event Director Last Name

Alaiasa

Event Location

Vineyard Grove Park

Event Type

Luau/Cancer Walk/Run Fundraiser

Estimated Attendance

200

Brief Description of Event

Luau Fundraiser/1, 5 & 10K Walk

Number of Bounce Houses/Inflatables

0

Number of Vendors

0

Number of Food Trucks

0


Describe the target audience for this event?

Utah Vally Families

Will this be a multi-day event?

Yes

Please upload a schedule of daily events

 **IMG_0647.jpeg**

Will your event include the use of a Vineyard City pavilion?

Yes

Which pavilions are you requesting?

One nearest the road

Will you have a stage?

Yes

Provide a tentative schedule for stage performances:

Polynesian floor show will performed from 7 to 9pm

Will Vineyard streets be used?

Yes

Will streets need to be closed/blocked to traffic?

Yes

Will you be using portable toilets?

Yes

How many portable toilets?

2

Have you made arrangements for trash disposal?

Yes

Is this a first-time event?

Yes

First Name

Norries

Last Name

Alaiasa

Cell Phone

Email

Website for Public Event Information

Facebook/toapodcast

Email Address for Public Event Information


Phone Number for Public Event Information

Will there be vendors selling products or services?


No

Event Map

 Walk Route.png

 1.pdf

Parking Plan

 IMG_0648.jpeg

Signature

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the permit. The applicant agrees to pay additional fees as required for the use of City services and facilities.

Electronically Signed

Norries Alaiasa - 02/11/2025 11:10 pm



Fee Waiver Application

APPLICANT INFORMATION

Name of Applicant: Date of application: Island Aloha Lu'au			
Applicant Organization Name: TOA Podcast Story			
Email address: [REDACTED]			
Mailing Address: [REDACTED]			
City: Vineyard	State: UT	Zip Code: 84059	Phone: [REDACTED]
Name of Event: Island Aloha Lu'au			

Reason for Fee Waiver

Fee waivers are provided based on the following criteria please select the criteria that your organization meets

- ☒ The organization provides free programs to the community or raises funds for organizations that provide free or low-cost programs benefiting local youth, seniors, or under-served constituents.
- ☒ The organization provides cultural aspects to the event.
- ☒ The organization demonstrates extraordinary efforts to reduce and mitigate environmental, transportation, and residential impacts.
- ☒ The organization is aligned with the city council's critical goals as outlined in the city's general plan.

Brief Description of Organization: TOA Podcast Story is a company dedicated bring to the forefront our community stories of everyday living that inspire uplift and motivates one to be the best person they can be for our society as a whole. On the 24 of May we will be celebrating our community by hosting an Island Aloha Lu'au to help raise funds for the Huntsman Cancer Center namely for the Pediatric Patients.

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the waiver.

Applicant's Name (please print): Norries Alaiasa

Applicant's Signature: Date:



4/22/2025

CITY APPROVAL

This application has been reviewed and approved by

Vineyard Special Events Department Date

Vineyard City Manager Date

Last Updated: 10.5.2023



Search this area

Vineyard Grove Park



Vineyard Grove
Park Splash Pad

Stage

1

Stage

2

3

4

Stage: 2 stages with tables around stage for seating

Stages will be for dancers

1: Band

2: headband weaving, kokonut husking,

3: lei making

4: Fireknife stick twirling and fireknife dance.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Award of City-Wide Streetlight Maintenance Contract (Resolution 2025-20)

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

Staff recommends awarding the contract for City-Wide Streetlight and Maintenance Services (RFP No. 2025-54-102) to Black & McDonald (Custom Lighting Services LLC) for an initial one-year term, with the option to renew annually for up to four additional years.

Vineyard City issued a Request for Proposals (RFP) on April 3, 2025, seeking a qualified contractor to perform streetlight maintenance, repairs, and installations under an Indefinite Delivery/Indefinite Quantity (IDIQ) structure. The scope includes:

- A. Monthly night and day patrols
- B. Routine and emergency maintenance
- C. Asset management
- D. Online streetlight outage reporting
- E. Installation and relocation of decorative, LED, and solar lighting fixtures

The RFP closed on April 17, 2025. One proposal was received, submitted by Black & McDonald (Custom Lighting Services LLC).

The proposal was reviewed by staff and determined to be technically complete, with all required documentation submitted. Black & McDonald demonstrated:

- 1. Strong qualifications and experience in municipal lighting contracts
- 2. A capable, safety-certified workforce and local operational presence
- 3. Proven work history with cities such as Salt Lake City, American Fork, and Eagle Mountain
- 4. Reasonable pricing consistent with current industry standards

Their proposal meets the City's requirements and demonstrates their confidence in their ability to perform the work professionally and responsively.

Fiscal Impact:

\$91,425, Approved in the Current FY25 Budget

Recommendation:

Staff recommends that the City Council award the City-Wide Streetlight and Maintenance Services contract to Black & McDonald (Custom Lighting Services LLC) for a one-year term,

with the option to renew it annually for up to four additional years, and authorize the City Manager to execute all necessary contract documents.

Sample Motion:

I move to adopt Resolution 2025-20, awarding Black & McDonald the contract for City-Wide Streetlight and Maintenance Services for a one-year term with the option to renew for up to four additional years and authorize the City Manager to execute the agreement.

Attachments:

1. City-Wide Streetlight and Maintenance Services (RFP No. 2025-54-102)
2. Black & McDonnell - Vineyard RFP Proposal
3. Vineyard Service Agreement - 2025



Request for Proposals:
CITY-WIDE STREETLIGHT AND MAINTENANCE SERVICES
RFP No. 2025-54-102

Date: April 3, 2025
Reply to: Chris Thomas
262 West 1600 North
Vineyard, Utah 84059
christ@vineyardutah.gov
(801) 420-2979

Pre-Proposal Meeting: None

Proposal Deadline: April 17, 2025, 5:00 PM (MST)
Electronic Submission

Vineyard City, located in the heart of Utah's dynamic Utah Valley, is soliciting proposals from qualified contractors to provide comprehensive streetlight maintenance services under an Indefinite Delivery/Indefinite Quantity (IDIQ) contract.

As Vineyard continues to grow and develop, the City is committed to maintaining a safe, efficient, and aesthetically pleasing public lighting system that supports the needs of both residents and visitors. The City's streetlight infrastructure is a vital component of its public safety and urban design efforts.

The selected contractor will be responsible for a full range of services, including but not limited to:

- Streetlight asset management
- Routine and emergency maintenance
- Repairs and replacements
- New construction and installations
- Removal and relocation of existing streetlights

These services will apply to all City-owned streetlights, including traditional fixtures as well as modern lighting technologies such as LED, solar-powered units, decorative lighting, and bollard lights.

Contractors responding to this RFP must demonstrate experience and capacity to support Vineyard City's evolving infrastructure and commitment to high service standards.

Streetlight Standard Specifications and Drawings

All streetlights installed under this contract shall adhere to the following standard specifications to ensure consistency, durability, and aesthetic alignment with Vineyard City's streetscape design.

Luminaire:

Streetlights shall be *Washington Postlite* or approved equivalent. The specified luminaire is an **acorn-style fixture** featuring a finial, decorative ribs, band, and medallions, consistent with **Holophane Model US-1454**. The fixture shall be suitable for LED integration and meet applicable photometric performance standards.



Request for Proposals:
CITY-WIDE STREETLIGHT AND MAINTENANCE SERVICES
RFP No. 2025-54-102

Pole and Base:

The streetlight post shall be from the **Holophane Salem Series** or approved equivalent.

Specifications include:

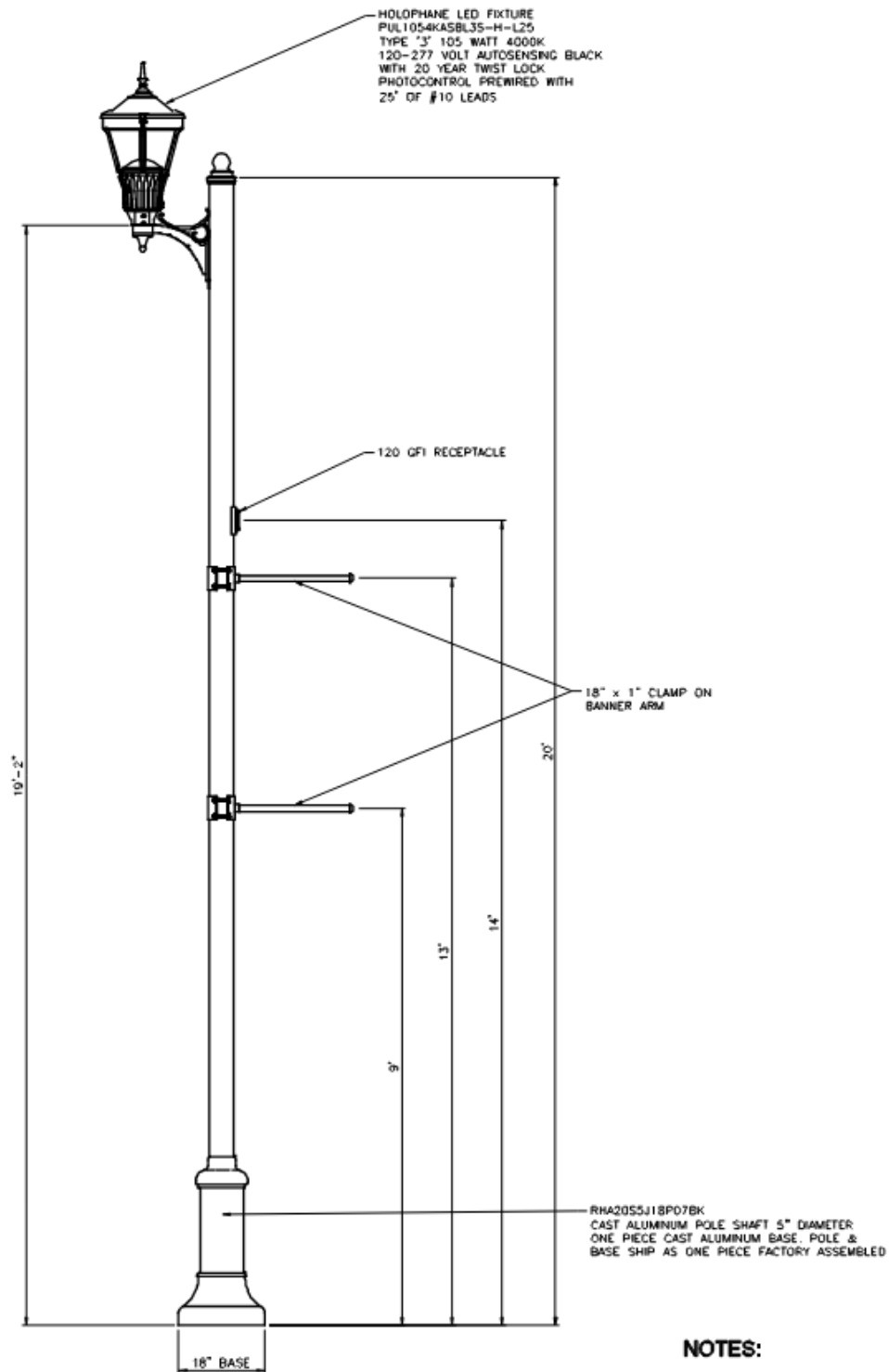
- **Material:** All-aluminum, one-piece construction
- **Color:** Black
- **Design:** Classic fluted base style, suitable for decorative urban environments
- **Finish:** Weather-resistant powder coating or equivalent for long-term durability

Sizes and Styles:

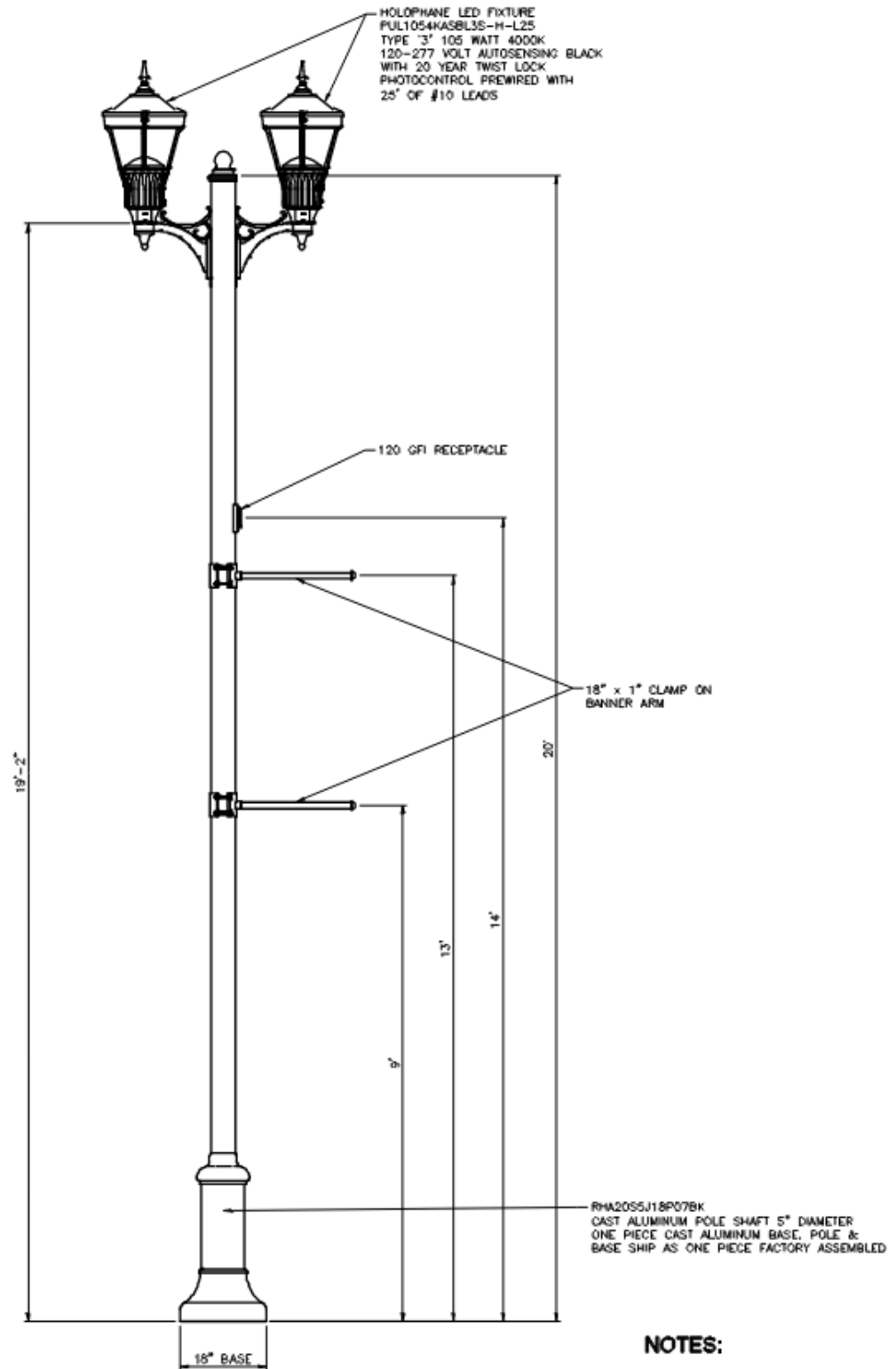
Standard sizes and styles are provided in the accompanying drawings and shall be followed unless otherwise directed by the City. Any proposed equivalent must be approved in writing by Vineyard City prior to installation.

Interested firms are responsible for regularly checking the U3P Utah Public Procurement - Bonfire Interactive Portal website for updates, including any addenda related to the Request for Proposal (RFP)

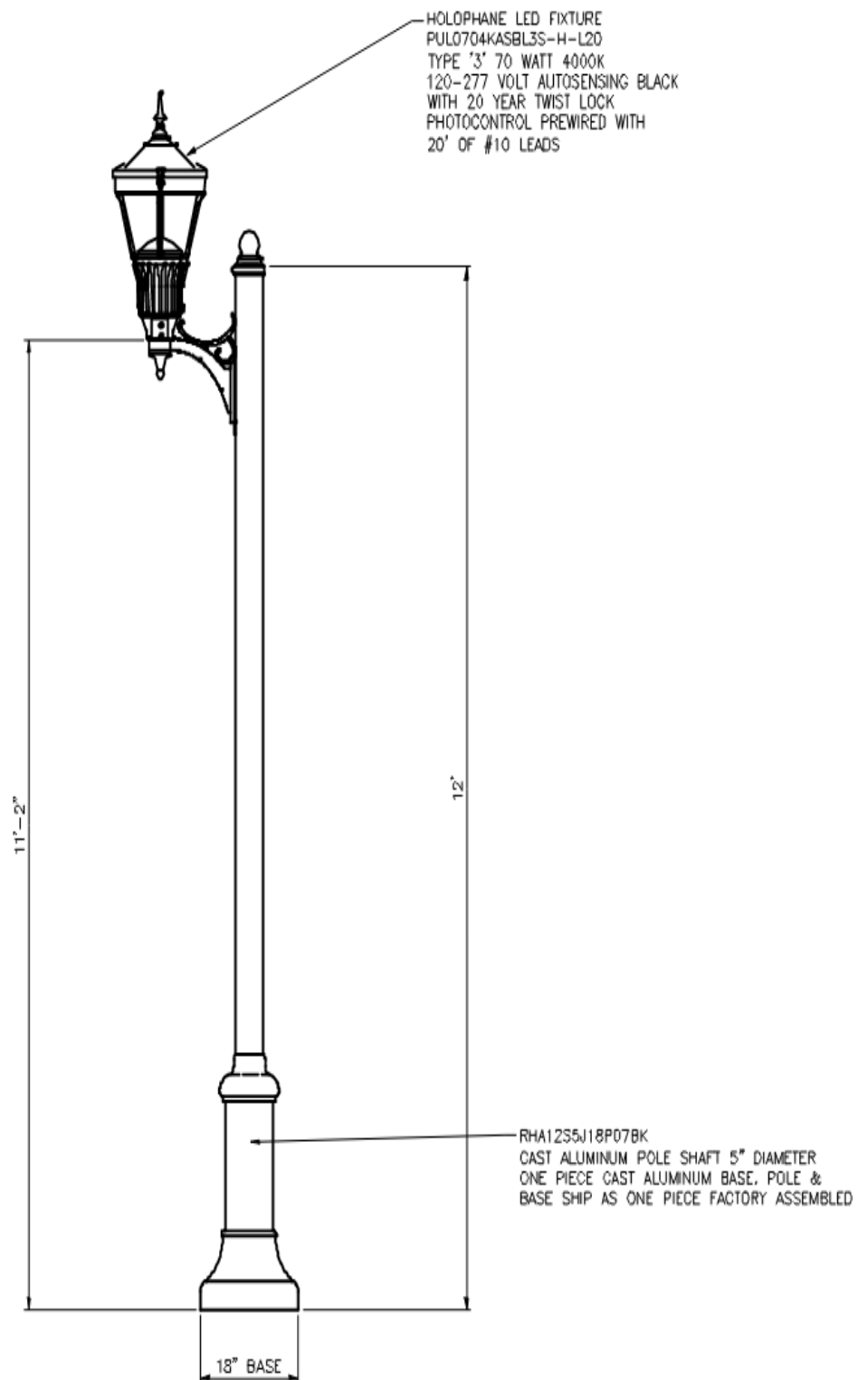
A. Streetlight 1



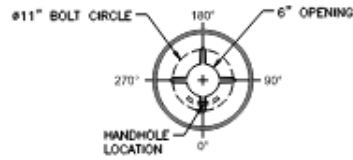
B. Streetlight 2



C. Streetlight 3

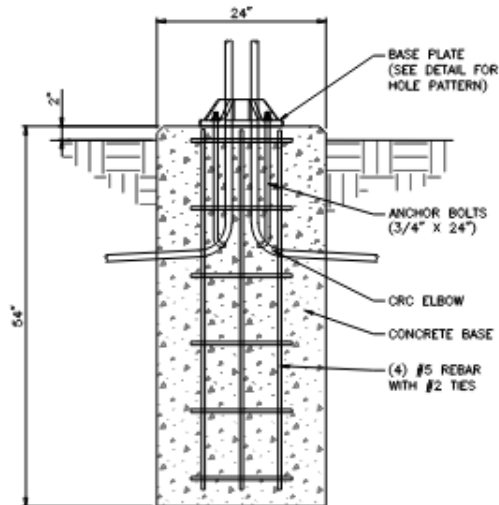


D. Light Pole Base



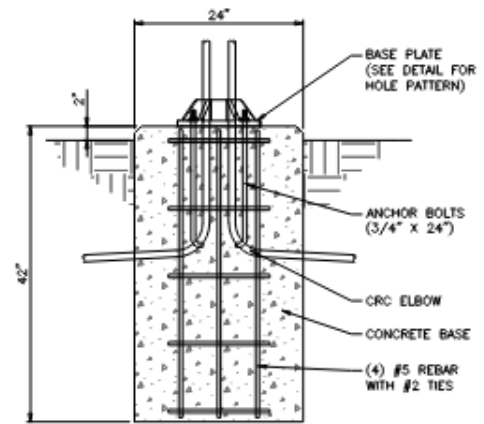
BOTTOM VIEW

(INDICATED POLE IS LAYING DOWN
WITH ACCESS COVER FACING UP)



CONCRETE POLE BASE TYPE A

CONCRETE BASE FOR TYPICAL
STREET LIGHT 1 AND 2



CONCRETE POLE BASE TYPE B

CONCRETE BASE FOR TYPICAL
STREET LIGHT 3

E. Solar Bollard Light (Propose lighting for 30” bollard light similar to or equivalent)



Westgate SOL-BL-301-30-40K-BK - LED Solar Bollard Lights with Remote - Hight 30IN - 3 Watt - 390 Lumens - 4000K Cool White - Anchor Bolts & Plate Included - Black Finish

F. Solar Streetlight

Vineyard City currently has a Fonroche light installed. Provide pricing for solar options in 12 & 20 ft. for Fonroche or equivalent.



Who Buys Solar Lighting

Fonroche solar street lighting is ideal for:

- Municipalities
- Tribal Governments
- Retailers
- Federal Agencies
- Manufacturing Facilities
- Schools
- DOTs
- Corporate Campuses

SCOPE OF WORK

1. GENERAL REQUIREMENTS

The selected contractor shall provide comprehensive streetlight maintenance services for Vineyard City, including routine maintenance, repair, construction, removal, and relocation of City-owned streetlights. Services will be performed on an as-needed basis under an Indefinite Delivery/Indefinite Quantity (IDIQ) structure.

- Contractor must be registered with the Utah State Division of Corporations and Commercial Code.
- Contractor must be LSA-qualified.
- Contractor assumes full responsibility for any damage to City property caused by its personnel or equipment.
- Contractor is solely responsible for the safety of its employees and the public, including implementing traffic control measures when working on or near roadways.
- Contractor must maintain all necessary licenses and permits for the services outlined in this agreement.
- No guarantee of service quantity is implied; work will be assigned based on actual needs.
- Prior to beginning any work, the contractor shall submit a company safety program addressing employee/public safety, environmental protection, and hazardous materials handling.

2. BASIC STREETLIGHT MAINTENANCE (Unit Price Services)

Outage Monitoring:

- Monthly night and day patrols of all City-owned streetlights.
- Respond to reported outages.

Call Center Services:

- 24/7 toll-free number for outage reporting.
- Maintain electronic service records and submit monthly reports to the City.

Asset Management:

- Maintain an electronic database of all maintained streetlights, including service history.

Material Management:

- Maintain a ready inventory of essential materials (e.g., lamps, photocells, ballasts).

Streetlight Repairs:

- Perform routine repairs on decorative non-LED and LED streetlights (bulbs, photocells, wiring, copper cable faults, etc.).
- Excludes third-party or storm-related damage.

3. STREETLIGHT REPAIR WORK AND OTHER BILLABLE SERVICES

- Replacement of decorative light fixtures and LED components
- Emergency “Make Safe” response for knocked-down poles
- Replacement of poles and assemblies
- Underground service repair
- Pole painting
- Storm damage repairs
- Inspection services for third-party work

4. STREETLIGHT CONSTRUCTION, REMOVAL, & RELOCATION

- Perform construction, removal, and relocation of streetlights per City guidelines
- Ensure compliance with all applicable City and State regulations
- Obtain necessary permits and provide traffic control as needed
- City will provide required easements
- Submit as-built drawings within six (6) weeks of project completion

5. MATERIAL STORAGE

All materials must be stored off-site at the contractor’s facility unless approved by the City. Temporary on-site storage must be authorized in advance by the Streets & Stormwater Manager and shall only be allowed for the duration of active work. Contractor is responsible for maintaining an organized, secure, and hazard-free storage environment.

6. SERVICE STANDARDS

- Night patrols must be completed at least once per month
- Basic maintenance must be completed within two (2) business days of outage detection/report (ten [10] business days for cable faults)
- Billable work must be completed within ten (10) business days of City authorization
- Liquidated damages of \$50 per day will be assessed for noncompliance with service timelines

7. PRICING STRUCTURE

Please show pricing for the following services:

Basic Streetlight Maintenance (Annual & Monthly Rates)

- Decorative Non-LED Light: \$___ per year (\$___ per month)
- Decorative LED Light: \$___ per year (\$___ per month)
- Decorative Solar-Powered LED Light: \$___ per year (\$___ per month)
- Bollard Solar-Powered LED Light: \$___ per year (\$___ per month)

Billable Services

- “Make Safe” Pole Knockdown Response: \$___ per incident
- Pole Painting (Black Powder Coat): \$___ per pole
- Inspection Services: \$___ per hour
- All other billable services will be provided on a time and materials basis

Material Costs

- Non-LED Pole Assembly: \$___ each
- LED Pole Assembly: \$___ each
- Solar-Powered LED Pole Assembly: \$___ each
- Solar-Powered LED Bollard Assembly: \$___ each
- Replacement LED drivers: \$___ each
- Photocells (standard and smart options): \$___ each
- Light bulbs/lamps (non-LED and LED): \$___ each
- Ballasts (for legacy non-LED fixtures): \$___ each
- Fixture globes or lenses (acrylic/glass for decorative lights): \$___ each
- Decorative arms/brackets or mounting hardware: \$___ each
- Pole bases or anchor bolt kits: \$___ each
- Underground copper wire: \$___ per linear foot
- Conduit: \$___ per linear foot or stick
- Grounding rods or kits: \$___ each
- Breakaway bases or pole safety sleeves (if applicable): \$___ each

Streetlight Construction Costs

- Install foundation and City-supplied pole assembly: \$___ each
- Trenching for underground conduit/wire: \$___ per foot
- Boring for underground conduit/wire: \$___ per linear foot
- Layout Services:
 - Lead Layout Specialist: \$___ per hour
 - AutoCAD Technician: \$___ per hour
 - Clerical Support: \$___ per hour

8. CONTRACT TERM & PERFORMANCE MONITORING

The initial contract term shall be one (1) year from the effective date, with the option to renew annually for up to four (4) additional years. Vineyard City reserves the right to monitor performance through required reporting and compliance reviews.

9. SUBCONTRACTORS

The contractor may utilize subcontractors for support services, provided that:

- All subcontractors comply with the terms of this contract
- Contractors remain responsible for their performance
- All safety and insurance requirements apply equally to subcontractors

10. PROPOSAL SUBMISSION REQUIREMENTS

All proposals must be clear, concise, and complete. To be considered responsive, each proposal must include the following components:

- Company Background and Qualifications
Provide a brief overview of your company, including years in business, areas of specialization, and relevant project experience related to streetlight maintenance and installation.
- Detailed Approach to Scope of Work
Describe your methodology for delivering the services outlined in the Scope of Work, including patrol procedures, response timelines, traffic control, materials management, and reporting processes.
- Key Personnel
Identify key personnel who will be assigned to this contract. Include their roles, responsibilities, and relevant experience with similar projects.
- Client References
Provide contact information for at least three (3) current or former clients for whom your company has performed similar work. Include the client name, project description, dates of service, and a point of contact.
- Cost Proposal
Complete and submit a cost proposal using the pricing schedule outlined in Section 4 of this RFP. Include any additional fees or conditions that may apply.
- Safety Program
Submit your company's safety program, including policies and procedures for employee and public safety, hazard communication, and compliance with OSHA and other regulatory standards.
- Proof of Licenses and Registrations
Include documentation confirming your registration with the Utah State Division of Corporations and Commercial Code, as well as any applicable licenses required for the scope of work.
- Insurance Certificates
Provide current insurance certificates demonstrating compliance with the City's insurance requirements, including general liability, workers' compensation, and automobile liability coverage.

11. SELECTION CRITERIA

Proposals will be evaluated by Vineyard City based on the criteria listed below. Each proposal will be scored according to its completeness, quality, and responsiveness to the RFP requirements.

Evaluation Criteria	Weight
<ul style="list-style-type: none"> Experience and Qualifications Demonstrated experience performing similar streetlight maintenance and installation services, and qualifications of key personnel. 	30%
<ul style="list-style-type: none"> Approach to Service Delivery Clarity and effectiveness of the proposed methods, schedule, asset management, and customer service plan. 	25%
<ul style="list-style-type: none"> Cost Competitiveness Reasonableness and competitiveness of the cost proposal in relation to the services offered. 	25%
<ul style="list-style-type: none"> References and Past Performance Feedback from references regarding the proposer’s reliability, quality of work, and ability to meet schedules and budgets. 	10%
<ul style="list-style-type: none"> Compliance with RFP Requirements Completeness of the proposal and adherence to the submission instructions and documentation requirements. 	10%

12. PROPOSAL DEADLINE & SUBMISSION INSTRUCTIONS

All proposals must be received no later than Thursday, April 17, 2025, by 5:00 PM Mountain Time. Late submissions will not be considered. It is the proposer’s responsibility to ensure that all required documents are submitted on time and in the required format.

Proposals may be submitted through one of the following methods:

- Online Submission: UP3 Bonfire Interactive Portal: utahbonfirehub.com
- Email Submission: Send to Chris Thomas at christ@vineyardutah.gov

For questions or clarifications regarding this Request for Proposals, please contact:

Chris Thomas

Public Works Department

Phone: 801-420-2979

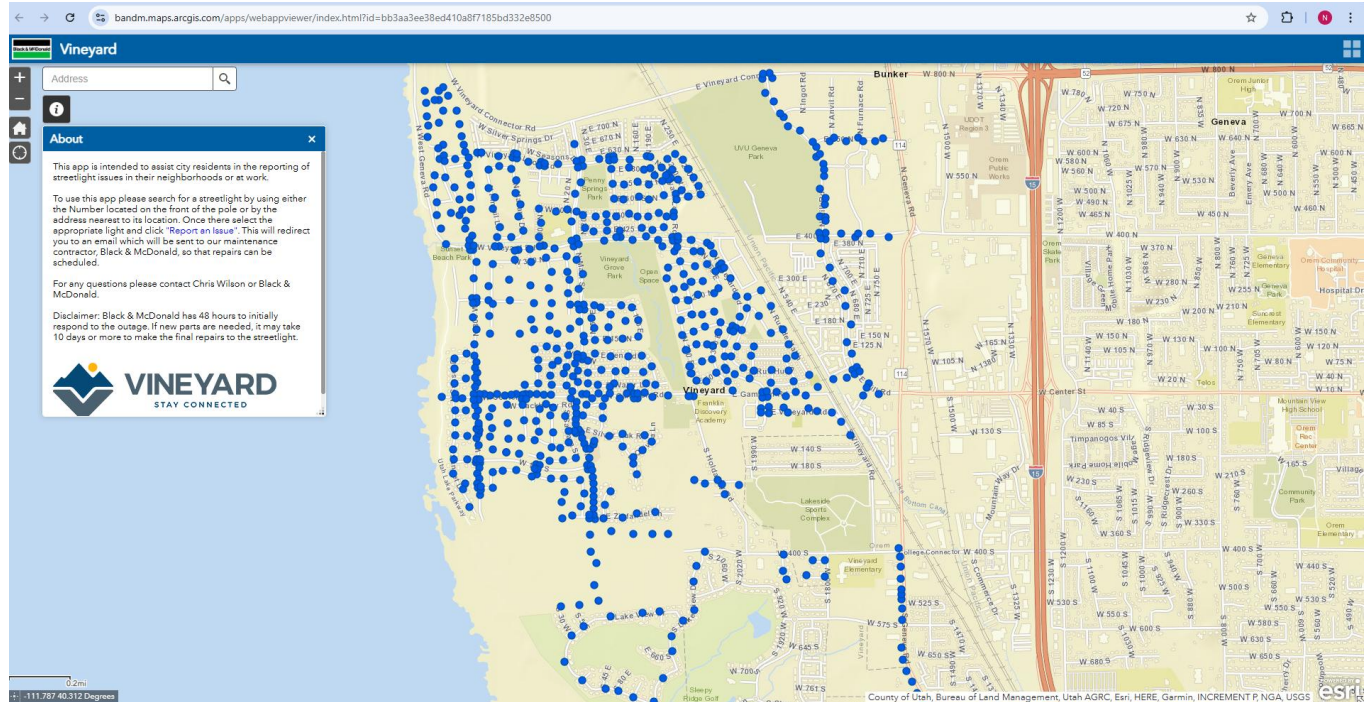
Email: christ@vineyardutah.gov

13. RIGHTS RESERVED

Vineyard City reserves the right to accept or reject any or all proposals, to waive any informalities or technicalities, and to select the proposal deemed to be in the best interest of the City.

Streetlight Report an Outage GIS Map

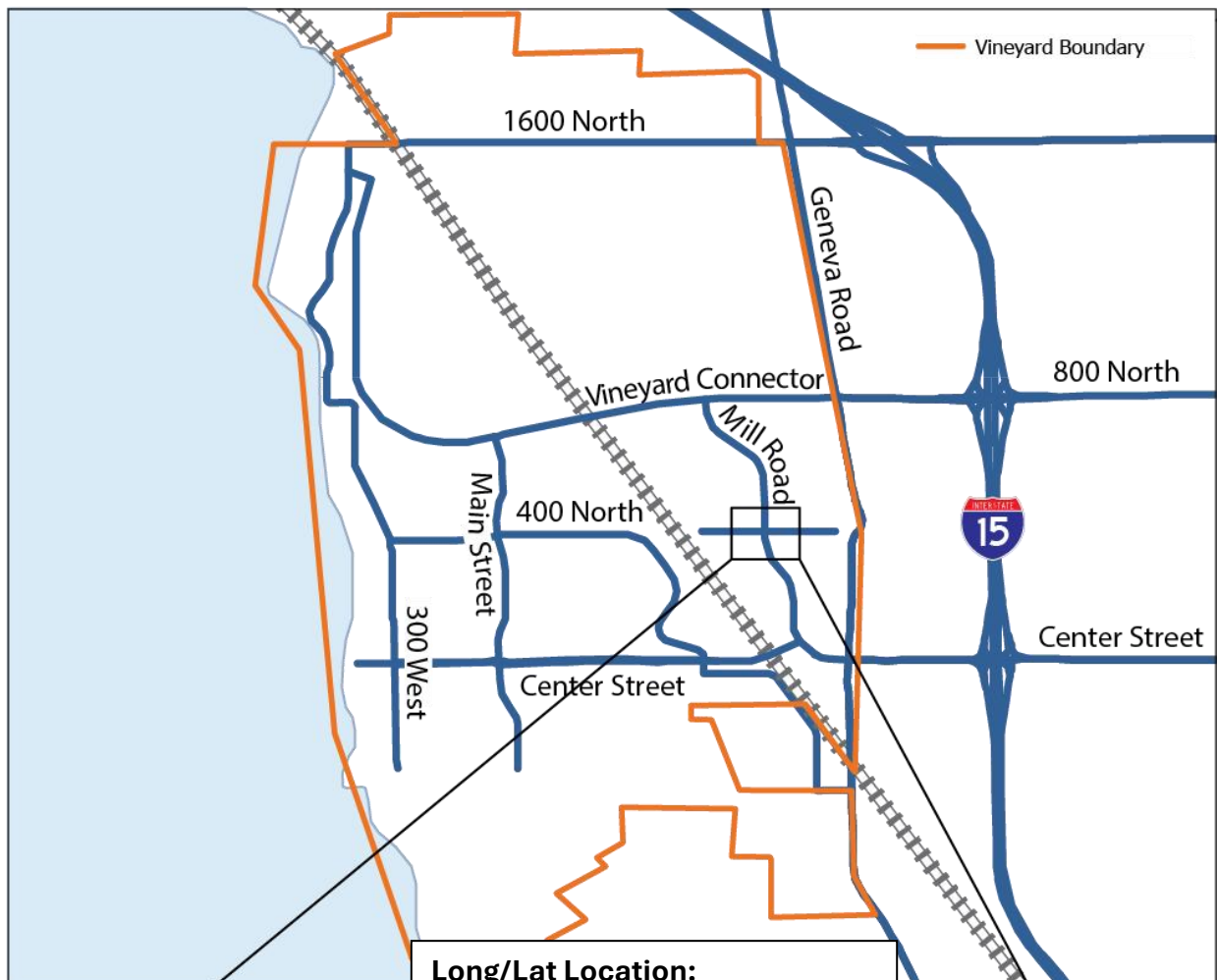
<https://bandm.maps.arcgis.com/apps/webappviewer/index.html?id=bb3aa3ee38ed410a8f7185bd332e8500>



Pricing Structure Table

SERVICE CATEGORY	SERVICE TYPE	UNIT	PRICE
Basic Street Light Maintenance	Decorative Non-LED Light	Per year (Per month)	\$_____
	Decorative LED Light	Per year (Per month)	\$_____
	Decorative Solar-Powered Street Light	Per year (Per month)	\$_____
	Solar-Powered Bollard Light	Per year (Per month)	\$_____
Billable Services	Make Safe (Pole Knockdown Response)	Per instance	\$_____
	Pole Painting (Black Powder Coat)	Per pole	\$_____
	Inspection Services	Per hour	\$_____
	Other services (Time & Materials)	N/A	\$_____
Street Light Construction	Foundation & City-Specified Pole Assembly	Per each	\$_____
	Trenching for Underground Conduit & Wire	Per foot	\$_____
	Boring for Underground Conduit & Wire	Per linear foot	\$_____
	Layout Services – Lead Layout Specialist	Per hour	\$_____
	Layout Services – AutoCAD Technician	Per hour	\$_____
	Layout Services – Clerical Support	Per hour	\$_____
	Installation of Solar-Powered Streetlights	Per each 12' Per each 20'	\$_____ \$_____
	Installation of Solar Bollard Light	Per each	\$_____

EXHIBIT A



Long/Lat Location:

40.3044018, -111.7387997



Mill Road & 400 North

Exhibit B

Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1	Meeting with City Staff (site visit for ADA ramp verification)	Lump Sum	1	\$_____	\$_____
2	Intersection Survey (Includes curb/gutter assessment, utility identification, ADA compliance review, and power source location)	Per Intersection	1	\$_____	\$_____
3	Traffic Signal Design (Includes layout, conduit design, cabinet placement, radar detection, and street lighting)	Lump Sum	1	\$_____	\$_____
4	Circuit Layout Design (Includes pedestrian heads, push buttons, detection, and power source)	Lump Sum	1	\$_____	\$_____
5	Quantity Estimates & Material Requests (Includes removals, city/contractor furnished materials)	Lump Sum	1	\$_____	\$_____
6	Fiber Connection Design (Conduit, splicing, junction box, and ITS updates)	Lump Sum	1	\$_____	\$_____
7	Construction Plan Preparation (Complete design package submission)	Lump Sum	1	\$_____	\$_____
8	Construction Engineering & Inspection (CE&I) – Add Alternate (2 Meetings, Bid review, field verification, cost tracking, change order management)	Per Month	_____	\$_____	\$_____

COVER LETTER

April 17, 2025

Attention: Chris Thomas

Subject: City-Wide Streetlight and Maintenance Services (No. 2025-54-102)

Black & McDonald (Custom Lighting Services LLC) (B&M) is pleased to submit our response for the Request for City-Wide Streetlight and Maintenance Services issued by City of Vineyard.

Evidence of the key benefits of utilizing B&M for your streetlights scopes is summarized below and can be found throughout this submission. Highlights include:

- **Highly Skilled Local Workforce.** B&M is supported by a highly skilled and trained local labor force with unparalleled knowledge and understanding of our clients' requirements. Our staff resources have worked extensively together over the tenure of our company, which ensures that best practices and leading-edge methodologies are implemented with every client on every project and program. Fully equipped to meet the needs of this endeavor, we have internal professional resources which help us keep the costs down for you, while ensuring a successful delivery.
- **Large and Dependable Fleet.** B&M owns and operates a significant construction equipment fleet. We can leverage company resources as well as local equipment providers to ensure that equipment will never be a limiting resource on the project.
- **Single-Source Accountability.** A single call to our team ensures that all solutions are provided in a prompt and effective manner.
- **Commitment to Health, Safety and the Environment.** B&M is committed to protecting people, assets, and the environment and will take all necessary steps to provide and maintain a safe and healthy work environment.
- **Client Satisfaction.** B&M is recognized for providing service excellence and is firmly committed to City of Vineyard's satisfaction as a key client. We go the extra mile to ensure that our service exceeds your expectations.
- **Credit Worthiness.** B&M has a strong balance sheet and large bonding capacity and is in good standing to work on large scale and complex projects.

With a track record of success spanning over a century, B&M has built a solid reputation based on our company's mission of providing our clients with quality and service that is second to none. We do the job right the first time, on time, on budget, and with the highest standard of safety in the industry.

We trust that the above meets with your satisfaction and we look forward to working with you further on this opportunity. If you require additional information or would like to discuss any aspect of our proposal in further depth, please do not hesitate to contact me or any member of our team.



Sincerely,

Melissa Kennedy
Black & McDonald (Custom Lighting Services LLC)

A Century of Excellence

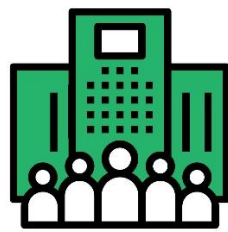
In 2021, Black & McDonald Companies (B&M) celebrated our 100th year providing exceptional services to our valued clients across North America. This incredible milestone was made possible thanks to the steadfast support of our customers and the unwavering dedication of our talented team members.

Since our founding in 1921, B&M has grown into a leading provider of integrated engineering, construction, and technical services for the electric utility industry. Today, our business units proudly serve municipal, cooperative, and investor-owned utilities throughout Canada and the United States. As a family-owned and managed company, we employ over 7,500 highly skilled professionals committed to upholding our core philosophy: doing the job right and delivering lasting value.

B&M's United States headquarters is located in Kansas City, Missouri. Our team has been serving the electric utility industry across North America since our inception in 1921. Operating as a licensed engineering firm and electrical contractor, we are uniquely qualified to handle all aspects of utility projects from inception to completion.



SALES
\$2.1billion



NUMBER OF
OFFICES **40+**

NUMBER OF
EMPLOYEES
6,500+



CUSTOMER
SATISFACTION
SCORE **91%**



NET
PROMOTER
SCORE **79.8**

B&M delivers annual revenues exceeding \$1billion and maintains a robust bonding capacity. In the United States alone last year, we completed over 1.7 million manhours of work.

A Trusted Partner

B&M brings extensive experience, an unwavering commitment to safety, and a dedicated team of experts to address the specific requirements outlined in this proposal. Our presence in the Salt Lake City area, coupled with our subject matter experts, positions us as a capable and reliable partner for City of Vineyard's projects.

Safety is our number one priority on every project, as evidenced by our safety performance record. We have a dedicated Safety Department that collaborates closely with management and field personnel to ensure consistent safety implementation. Our employees undergo rigorous training to meet or exceed both B&M's and our customers' stringent safety requirements.

Comprehensive Capabilities

B&M offers comprehensive knowledge of engineering, construction, planning, scheduling, estimating, constructability analysis, and an in-depth working knowledge of City of Vineyard's facilities and systems – benefiting all stakeholders. If selected, B&M is confident in our ability to maintain and add to your Streetlight systems and the full scope of this RFP.

The Black & McDonald Way

At the core of B&M's culture is our Code of Business, established by our founder William John McDonald:



- Do the job right ... regardless
- Talk to the customers regularly, confirm their satisfaction
- Make the price fair and reasonable
- A deal is a good one only when it is good for both parties
- Live up to your promises
- Treat employees with respect
- Complete jobs promptly
- Invoice promptly, fairly, and in detail

This philosophy emphasizes meticulous work, continuous improvement, fair dealings, prompt service, and treating employees and customers with the utmost respect.

Our ongoing "Black & McDonald Way" initiative upholds these core values, ensuring management and employees embody our principles daily. A key tenet is "Black & McDonald People: Our Strength, Our Future," underscoring our commitment to investing in our people and the larger community through:

- Health, Safety, and Environmental Excellence
- Planned Growth and Profitability
- Customer Satisfaction and Sustainability
- Continuous Improvement Culture
- Employee Satisfaction and Succession
- Community Responsibility

B&M takes immense pride in our century-long legacy of delivering excellence. We look forward to the opportunity to discuss how our experience and capabilities can benefit City of Vineyard.

Approach to Scope of Work

Introduction

At Black & McDonald Companies (B&M), meticulous planning and execution are paramount to our project delivery approach. This document details our comprehensive planning approach applied to every project we undertake, from initial concept through final completion. Rather than merely pursuing project opportunities, we are committed to fostering long-lasting partnerships with our clients and industry associates.

Our Capabilities

Our turnkey solutions encompass design, procurement, and construction services. As our client, you'll have a single contact with us, covering the entire scope, including any outsourced support. Being an LSA contractor we are able to offer full turnkey solutions for all Streetlight systems being able to work on the full system. Our local warehouse is well managed, organized, and takes care of over \$2 million dollars in inventory to help service our clients, ensuring we have the capabilities and resources to keep your system on. Our project managers adhere to our proprietary Project Management Handbook for all complex projects.

Strategic Resource Planning

We conduct annual strategic planning to align our resources with market demands, ensuring we have the necessary capital and operating budgets. This process addresses:

- Leading and lagging safety performance indicators
- Safety program enhancements
- Existing project and client requirements
- Improvements in customer satisfaction
- Market opportunities
- Current resource capacity
- Additional resource needs
- Budgeting allocations

Pre-Bid Evaluation

Before pursuing a project, we thoroughly evaluate if we are the ideal partner to meet the client's expectations, considering factors such as:

- Market segment alignment
- Quality-centric approach
- Potential for long-term mutual benefit
- Financial viability

Upon receiving an invitation to bid, request for proposal (RFP), or request for qualifications (RFQ), we assess the project based on the provided package and drawings, evaluating:

- Project timing and our current workload capacity
- Project location and resource availability
- Scope complexity and our capabilities
- Material source and availability
- Critical subcontractor dependencies
- Risk allocation and manageability

Proposal Development

To ensure a comprehensive and risk-mitigated approach, our proposal process includes:

- Oversight by a department manager
- Site visit and scope review by estimator and foreman
- Project schedule development
- Compilation of RFP requirements (insurance, experience, resumes)
- Estimate creation (labor, equipment, materials, subcontractors, bonding, taxes, overheads, profit)
- Review by project management, department leadership, and executive team (as required)
- Submission per RFP/RFQ specifications

Our commitment to rigorous planning underpins our ability to deliver exceptional results.

Award of Bid

Upon being awarded a project by a client, B&M follows a structured process to ensure a timely and equitable delivery of procurement documents:

- If a draft agreement was provided in the RFP package, B&M would have already reviewed it and supplied redlines or a timeline for providing red lines.
- The client typically issues a notice of award to B&M, which B&M accepts in writing.
- If the client has a contract, they want B&M to use, B&M's leadership, operations, and legal team will review it, provide redlines, and schedule a meeting with the client's procurement and legal teams to resolve any questions or concerns.
- If no agreement is provided, B&M can supply one, and both parties collaborate to ensure it captures their mutual needs.
- The agreement is then executed by both parties, with copies provided to each.
- The agreement may include a limited notice to proceed, restricting the initial scope.
- B&M updates or engages subcontractors and suppliers with the notice of award and works through any necessary agreement modifications.
- The project is then set up in B&M's active projects directory.

Construction Phase

At B&M, we understand that the construction phase is a critical juncture where meticulous coordination and stringent project controls are paramount to ensuring successful project delivery. Safety remains our unwavering priority throughout this phase, and we have implemented robust measures to uphold the highest standards.

1. Site Safety: A Relentless Commitment

Safety is ingrained in our culture, and we strive for zero incidents on every project. Our employees adhere to a comprehensive safety protocol, which includes:

- **Tailored Safety Plan:** A pre-job safety plan is meticulously crafted, specific to the project's unique requirements. This plan serves as a guiding framework for B&M and our subcontracting partners throughout the project's duration.

- **Daily Hazard Assessments:** Our foremen lead daily job hazard safety assessments, fostering an environment where crews can proactively identify, plan for, and mitigate potential hazards. Every individual on site, including visitors and team members, must participate and sign off on these assessments.
- **Emergency Preparedness:** Your project will have a designated first aid and CPR-trained individual, with emergency contact information readily available.
- **Regulatory Compliance:** Our teams closely adhere to OSHA and, where applicable, MSHA safety rules and regulations, ensuring a safe and compliant work environment.

2. Field Leadership: Expertise at the Forefront

We take pride in our field leadership, comprising highly skilled and experienced professionals who have undergone rigorous training. Our foremen possess a comprehensive understanding of project elements, from drawings to commissioning, and are selected based on their proven leadership capabilities. For your scope, you can expect the same night surveyor who will repair outages as they are found monthly. With Construction and maintenance items, you can expect 1-2 men crews led by a foreman. These foremen are responsible for:

- Crew safety
- Crew leadership
- Daily job layout
- Hands-on work alongside their crews to meet objectives
- Quality control of work
- Daily logs and reports to the project manager

Each crew member will be trained in First Aid/AED, OSHA 30, Traffic Control Technicians and many other certifications to make sure we have qualified individuals on our jobsites.

3. Construction Coordination: Seamless Integration

For projects lasting more than a few weeks, we conduct weekly coordination meetings involving engineering, project management, and relevant superintendents. These meetings cover:

- Safety discussions
- Weekly updates on completed work
- Look-ahead at upcoming work
- Three-week schedule outlook
- Coordination of other field crafts and material delivery
- Outstanding items or issues
- Scope changes
- Additional discussions as needed

Your project will have a dedicated project manager who will coordinate daily with site field leadership, provide regular updates, communicate any issues directly to you, handle invoicing, and manage contracts. Our foremen and general foremen will coordinate daily with any of your field employees, ensuring seamless integration and collaboration.

4. Invoicing and Payment

Unless specified otherwise in the project construction agreement(s), B&M will provide you with a monthly progress invoice, which will include costs associated with the designated design and construction scopes. These costs will include:

- Labor
- Equipment
- Any materials supplied
- Subcontractor expenses
- Overhead
- Profit

Unless otherwise stated in the construction agreement(s), we expect to receive payment for submitted invoices within 30 days of receipt by your team.

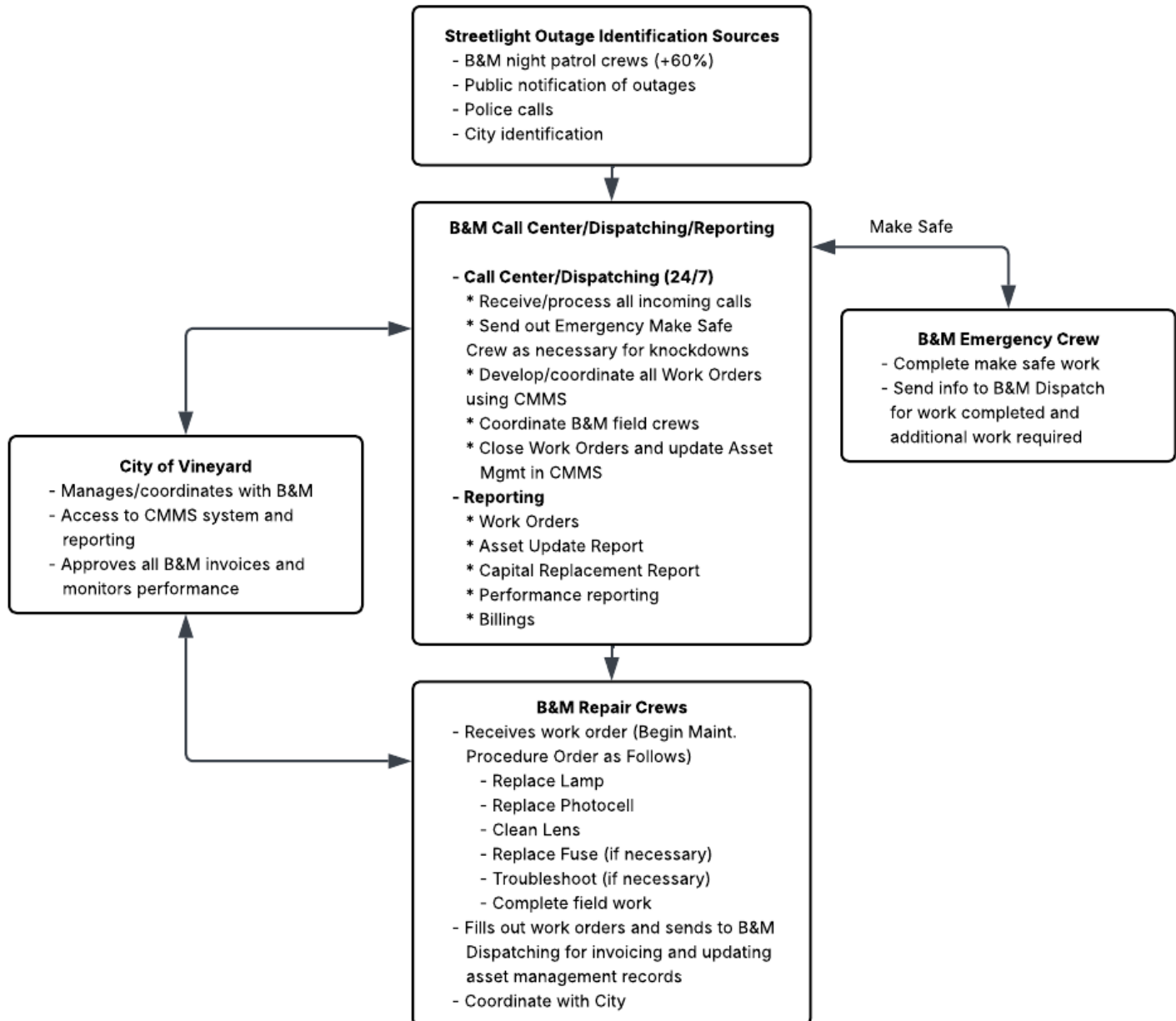
5. Quality Assurance and Quality Control

For each construction project we will perform our own QAQC process, ensuring jobs are completed per plan, per City Specifications and of a high standard. Our foremen will inspect the whole job once finished by the crew and as-builts will be supplied to the city within 6 weeks of completion with a final invoice.

Once finished our GIS Technicians will map the new lights and feeds, accurately update our mapping system as well as submit as-builts to Rocky Mountain Power to ensure the lights get connected.

Warranty Protection

Your peace of mind is our priority. Our standard warranty covers workmanship for one year from final completion, complemented by manufacturers' warranties on equipment. B&M will also handle all manufacturers' warranty issues and make sure everything is working correctly throughout the contract terms. Should any issues arise during the warranty period that don't meet specifications, simply contact your B&M project manager. We're committed to addressing your needs promptly and effectively.



Melissa Kennedy

Streetlight and Asset Services Manager, Salt Lake City

Professional Summary

Ms. Kennedy serves as the Streetlight and Asset Services Manager in the Salt Lake City, UT office. This division is responsible for all street light maintenance, streetlight construction, charging stations, and asset services for various electric utilities, private developers, and municipalities. Ms. Kennedy is responsible for the day-to-day productivity of all Streetlight Projects, GIS work, and charging station jobs for the Salt Lake City region. The Salt Lake region has performed various Asset Management Surveys, held multiple Streetlight and Charging Station Contracts while holding this division to the highest safety standards of Black and McDonald, and OSHA

Industry Experience

Streetlight and Asset Services Manager, Black & McDonald (2015 – Present)

Ms. Kennedy has worked with Black and McDonald for the past four years, learning and growing in the company. Starting as an administrative assistant to becoming a manager, she has seen and learned how projects run from in the background to the boots on the ground. Ms. Kennedy is also responsible for making sure day-to-day activities from the office and the field are being held with the highest level of craftsmanship. Ms. Kennedy is responsible for keeping the best Asset Records for various cities, municipalities, and Developers.

Manager, Starbucks Coffee Company (2006 – 2015)

Ms. Kennedy served as a Manager for Starbucks Coffee Company for 9 years. During this time, she managed anywhere from 20-25 people at a time, made schedules, managed and ordered inventory, managed day to day operations, and managed all deposits and cash flow in and out of the business. Ms. Kennedy also put together and ran various volunteer events for the community

Education

Bachelor of Science, Elementary Education

University of Utah

Associates, General Studies

Salt Lake Community College

Qualifications

- OSHA 10
- OSHA 30
- Traffic Control Maintainer
- BOS Training
- First Aid, AED, CPR Trained
- Emerging Leader Management Certificate

Wade Long

Streetlight General Foreman, Salt Lake City

Professional Summary

Mr. Long is a certified Street Light Maintenance Worker for the IBEW 57 Union working in the Northwest Region of the United States with Black and McDonald for 25 years. Mr. Long has extensive experience of street light maintenance and construction experience working with different utilities such as Rocky Mountain Power, Heber Power, Bountiful Power, and Provo Power. Mr. Long has supported and integrated himself in cities all along the Wasatch Front, some major ones being Salt Lake City, Ogden, Pleasant Grove, Eagle Mountain are just to name a few.

Mr. Long has experience working with GIS and mapping as well as managing construction and maintenance projects for Black & McDonald. Mr. Long has been creating streetlight plans and detailed maps for cities and municipalities creating energy saving solutions for over 20 years.

In his career with Black and McDonald he has become a Streetlight solutions expert for cities and municipalities helping them create plans for energy savings, placing lights and charging stations in locations with the best options for service and light distribution. Mr. Long also has the experience of trailway lighting, Park lighting, and Parking Lot lighting.

Mr. Long oversees our field crews of anywhere between 20-40 people at a time. He ensures they have the tools and training to complete their jobs safely, and to the highest level of excellency.

Industry Experience

General Foreman, Black & McDonald (1999 – Present)

Wade Long has successfully managed and executed several significant projects, including the Salt Lake City Cactus Pole Change-out, which involved the removal and re-installation of 72 cactus poles. He also led the Bradon Park Place Project in Eagle Mountain, overseeing the design and installation of 118 lights and underground feeds. In Arlington, TX, Mr. Long directed the LED Changeout project, managing the removal and re-installation of 10,500 lights. Additionally, he completed the Herriman City Pole Changeout Project, which involved the removal and re-installation of 63 streetlights. For the Salt Lake City Capital Lighting project, Mr. Long was responsible for designing the fixtures, feeds, and placement of 15 custom streetlights.

Qualifications

- IBEW Member
- OSHA 30
- OSHA 10 ET & D
- Traffic Control Maintainer
- Forklift Certified
- First Aid, CPR, and AED Trained
- BOS Training

Aaron Molenda

GIS Specialist, Salt Lake City

Professional Summary

Mr. Molenda serves as Black & McDonald's Geospatial Information Systems Specialist. Utilizing his vast collection of experience in geography, he has helped to establish and create data collection processes and practices for Black & McDonald. Mr. Molenda has a strong background in GIS. Working on projects in municipal planning, natural resource management, and utilities. Experienced in both field and office settings.

Industry Experience

GIS Specialist, Black & McDonald (2017 – Present)

Complete survey and inspections of overhead communications lines as part of Google Fiber project. Mr. Molenda collects streetlight and electric vehicle charging station data for Black and McDonald customers in many municipalities in Utah. He uses data to create reporting tools and web services for customers.

Natural Resources Volunteer, Peace Corps Mexico (2014 – 2017)

Facilitated the creation of a geographic database containing 700 plus businesses in the state of Tlaxcala to monitor labor, employment, and environmental information. Trained staff on Google Drive, ESRI ArcMap, QGIS, and Google Earth. Created processes and collected data to enhance protected species sanctuaries for white tail deer and lightning bugs. Provided farmers with tree harvest volume and boundary data to receive government permission for logging.

Long Range Planning Intern, Jefferson County WV Planning and Zoning (2012 – 2014)

Mr. Molenda assisted office staff by creating maps and mapping processes for future land use plans, transportation studies, and zoning changes/variances. In addition, he contributed maps and environmental studies to the 2014 Comprehensive plan.

Education

Master of Science, Geographic Information Science and Public Health

Kent State University

Bachelor of Science, Environmental Studies and Natural Resource Management

Shepherd University

Qualifications

- OSHA 10
- Traffic Control
- First Aid and CPR Certification

Chad Ambrose

General Manager, Western United States

Professional Summary

Mr. Ambrose serves as the General Manager at Black & McDonald. He is responsible for development, management and administration of utility operations within B&M for the Western United States. Mr. Ambrose has over 21 years of experience in electrical energy managing projects, programs, processes, teams and leadership. Of which 17 years were with an investor-owned utility working with the company's largest energy users and communities served by the utility, ensuring load growth was met through the permitting, expansion and construction of transmission, substation and distribution systems. In addition, Mr. Ambrose worked for 4 years as an executive overseeing several specialty electrical divisions including a transmission, substation and distribution division for a Utah-based electrical contractor, which built multiple substations, and several transmission and distribution projects throughout the mountain west. Familiar with environmental oversight bodies and processes including EPA and NEPA. Experience working with government agencies including Bureau of Land Management, Environmental Protection Agency, Bureau of Reclamation, Department of Environmental Quality, United States Corp of Engineers, State Historical Preservation Office, Transit Authorities, Department of Transportations, and scores of cities and counties. Experience in project and program management, operations management, finance, and accounting.

Industry Experience

General Manager, Black & McDonald (2019 – Present)

Mr. Ambrose serves as the General Manager for Western United States Operations. In this role Mr. Ambrose oversees all transmission, substation, distribution, and inside electrical operations in various states across the western US.

Executive Division Manager, Hunt Electric, Inc. (2019 – 2023)

Mr. Ambrose oversaw several specialty divisions, including high voltage, sustainable energy, industrial and automation. He developed the company's strategic plan and worked as a project executive on scores of high voltage projects.

Regional Business Management, PacifiCorp (2006 – 2019)

Mr. Ambrose oversaw groups of regional business managers and worked closely with the largest energy users of both Pacific Power and Rocky Mountain Power in addition worked with the communities served by the utility. He was also responsible for the siting and permitting of large capital projects including substations and transmission facilities in territories served by the utility.

Education

Masters, Business Administration

Utah State University

Bachelor of Science, Economics

University of Utah

Qualifications

- OSHA 20 Leadership

Gregory Martin, CSP, CUSP

Manager, Health, Safety and Environment (HSE) - Western United States

Professional Summary

Mr. Martin is the health, safety, and environmental manager for the western region, bringing extensive experience in utility, construction, and mining safety. He holds a degree in Occupational Safety and Health (OSH) and excels in training, advising, and assisting workers and line management to ensure a safe and healthy workplace.

Mr. Martin's expertise includes the practical application of safety standards and the innovation of more effective, safer, and cost-efficient methods for compliance. He is highly knowledgeable in OSHA, MSHA, FMCSA, and EPA regulations and is adept at meeting even more stringent client safety requirements.

Industry Experience

HSE Manager, Black & McDonald (2014 – Present)

Mr. Martin oversees the implementation of the safety program for the western states, encompassing the construction and maintenance of power distribution systems, substations, streetlights, and various types of excavation, including directional drilling and hydro-excavation.

Safety Manager, Gough Construction (2011 – 2014)

Mr. Martin managed safety protocols for residential, land, and commercial development projects. His responsibilities included ensuring the safety of employees involved in mining, excavating, trenching, pipe laying, driving DOT-regulated trucks, and concrete pouring. He also supervised subcontractors across all phases of residential and commercial construction.

Manager of Sand and Gravel Operations, TM Crushing (2010)

As Manager of Sand and Gravel Operations for Hadco Construction, Mr. Martin significantly improved safety standards, earning a Sentinels of Safety award by reducing the number of citations from 42 and nearly \$80,000 in fines to zero citations in a subsequent inspection.

Crushing Operations and Safety Manager, Reynolds Sand & Gravel (1995 – 2010)

Starting as a laborer and advancing to equipment operator, foreman, and finally manager, Mr. Martin managed operations and safety training for two aggregate mines, a topsoil plant, and two mobile crushers. His responsibilities included overseeing daily operations, conducting safety training, managing paperwork, and ensuring compliance through inspections.

Qualifications

- Certified Safety Professional (CSP)
- Certified Utility Safety Professional (CUSP)
- OSHA Authorized Outreach Instructor
- Electrical Transmission & Distribution (ET&D) Partnership Instructor
- MSHA Approved Part 48 Surface Instructor
- American Red Cross First Aid, CPR, & AED Instructor
- National Safety Council Instructor
- Certified Crane Operator - Electrical Industry Certifications Association (EICA)
- EICA Practical Examiner & Test Site Coordinator

Julian Chischillie

Substation Foreman, Salt Lake City

Professional Summary

Mr. Chischillie, a seasoned Substation Foreman and EVCS specialist at Black & McDonald, brings 38 years of experience in the electrical industry. Holding Utah Master Electrical and Contractor Licenses, he has expertise in residential, commercial, and industrial wiring and installations, including troubleshooting and maintenance. Recently, he has focused on the utility sector, working on power plants, estimating distribution lines, substations, and relaying. Mr. Chischillie is committed to continuous learning in new electrical technologies and actively contributes as an instructor in the LU57 Substation Tech Apprenticeship for Mountain States Line Constructor Apprenticeship Training.

Industry Experience

Substation Foreman/EVCS, Black & McDonald (2020 – Present)

Mr. Chischillie works with Rocky Mountain Power and other surrounding power utilities on new installs and modifying substation equipment. Lead Electrical Advisor for Salt Lake City EVCS maintenance project. Mr. Chischillie also works as an Electrical Designer for EVCS installations.

Instructor, Mountain States Line Constructor Apprenticeship Training (2024 – Present)

Mr. Chischillie teaches electrical theory, equipment, and training about substation settings for Mountain State Lines Constructors (MSLCAT).

Owner, Nava Electric Inc (1998 – Present)

Mr. Chischillie runs an ongoing electrical contracting business.

Rocky Mountain Power / PacifiCorp (2011 – 2020)

Mr. Chischillie worked as a Journeyman Distribution Estimator, Substation Technician, and Relay Technician. He was involved in line construction, substation maintenance, and relay systems.

Electrician, Navajo Generating Station (2004 – 2010)

Electrician, Mohave Generating Station (2002 – 2004)

Electrician, Local Union 354 Cache Valley (1993 – 2002)

Instructor, Utah State & LU354 (1996 – 1999)

Electrician (1986 – 1998)

Mr. Chischillie started as a residential electrician and progressed to commercial project settings at various smaller electrical contracting companies.

Education

Electrical Apprenticeship

Salt Lake Community College

Journeyman

License # 148503-5502

Qualifications

- E200
- Osha 10 & 30
- First Aid & CPR Certified
- Crane Certification

Client References & Contacts

We have held Municipal/City Contracts for over 10 years. The scope includes:

- GIS Surveys and outage reporting tools
- 24/7 Call Center and emergency responses within 2 hours
- Asset management system with work order tracking and service history
- Monthly night surveys
- Procurement and warehousing of city-specific materials
- Outage response time of less than 48 business hours
- Streetlight layout services for new installations and subdivisions
- Construction, planning, and installation of full streetlight circuits
- Repairs of underground feeds
- Locating Bluestake feeds
- Inspection of third-party installs on behalf of the city

Salt Lake City Streetlight Maintenance

Contracted for Over 20 Years

David Pearson

801.707.0777

david.pearson@slcgov.com

Centerville City Streetlight Maintenance Contract

Contracted for Over 7 Years

Marc Marchant

801.292.8232

marc.marchant@centervilleutah.gov

American Fork City Streetlight Maintenance and Installation

Contracted for Over 15 Years

Dee Howard

801.763.3060 ext.5947

dhoward@americanfork.gov

Tooele City Streetlight Maintenance and Installation

Contracted for Over 9 Years

Shilo Baker

435.843.2104

shilob@tooelecitv.gov

Eagle Mountain City Streetlight Maintenance and Installation

Contracted for Over 15 Years

Zac Hilton

801.789.6677

zhilton@eaglemountain.gov

Ogden City Streetlight Maintenance and Installation

Contracted for Over 6 Years

Jon Fraser

435.730.3745

jonathanfraser@ogdencity.gov

Black & McDonald Safety Management System

Black & McDonald Companies believe that excellence in Occupational Health, Safety & Environment is a philosophy inherent to how we do business in all aspects of our operations. We recognize our most important assets are our people, and that production, quality, and cost-effectiveness can be achieved through the daily integration of our Safety Management Systems and processes.

Our Health and Safety Management System (SMS) is structured as ISO 45001 compliant and is based on a Plan, Do, Check, Act method. With that methodology, Health and Safety is integrated into every level of our organization. The foundation of our system is our Internal Responsibility System and the focus on our HIERAC process (Hazard Identification Elimination Risk Assessment & Control).

Our Internal Responsibility System provides the structure to achieve health and safety goals. The basic philosophy of the program is that each day begins with every individual in the workplace accepting that they have the primary responsibility for their own safety, as well as the safety of their co-workers and focuses on two main components:

1. People with direct-line responsibility and authority; and
2. Support Resource Personnel and processes which contribute to the achievement of desired performance.

Our HIERAC process is the foundation for the Plan portion of our methodology. Quality hazard assessments and implementation of effective controls are what keep our employees safe. In addition to a more traditional method of risk assessments, we are actively working through the adoption of an Energy-Based Safety based on identification and control of high-energy hazards. These hazards greatest Serious Injury or Fatality (SIF) potential to our workers and thus warrant additional emphasis in systems. These assessments, both traditional and High-Energy, are what help develop policy and procedures and are completed at a number of levels including but not limited to: Project Safety Plans, Daily Pre-Job Hazard Assessments and Last-Minute Risk Assessments.

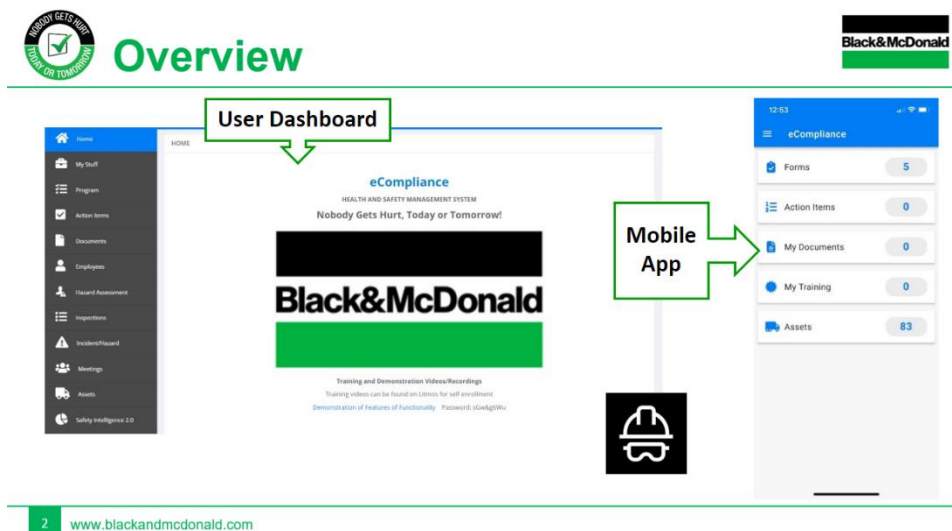
While the core of the safety program is outlined in these two main principles, we also incorporate many traditional practices and protocols including:

- *Training – Onboarding, compliance training, supervisory and management level education*
- *Inspection and Observation Programs – Tool and equipment inspections, Site Inspections, Task Observations and Field Engagements*
- *Communication – Field level communication, direct messaging tools, Weekly Site and Joint Management Safety Meetings, Quarterly All Staff Meetings, Regular Health, Safety and Environmental (HSE) Bulletins, Good Catch Reporting Program*
- *Stimulating a Continuous Improvement Mindset including use of SIF (Serious Injury and Fatality) Prevention methods and continued promotion Human Performance Event-Free Tools*

In addition to these programs, Black & McDonald Companies employ a full-time Health, Safety and Environment Department with qualified professionals operating across North America.

These staff members are tasked with implementation and promotion of the SMS to all levels of the organization and work daily on continuous improvement activities.

To modernize our HSE Management System, Black & McDonald Companies have implemented a cloud-based software system called eCompliance. This system will provide real-time access to our HSE management system across the entire organization. It allows for immediate reporting of all leading and lagging indicators, training and records management, communication and analysis using a comprehensive dashboard of trending reports.



Because of the efforts within our organization and our focus on health and safety, Black & McDonald's lagging indicators have historically averaged 40-50% less than the industry average.

For any additional questions regarding the Health & Safety Management System or if you would like to request further documentation, please feel free to contact our HSE Department or Greg Martin.

Failed Street Light Fixtures and Lamps Management and Disposal Procedures for Utah Operations

This section identifies the management and disposal procedures to be followed by Black & McDonald (Black & McDonald) for failed street light fixtures and lamps collected from our Utah operations. Our objective is to ensure that all waste material generated from failed street light fixtures and lamps is recycled and/or disposed of in accordance with all applicable regulations.

Applicable Regulations

Hazardous Waste: The Environmental Protection Agency (EPA) has classified the following street light fixture components as hazardous waste:

- Polychlorinated biphenyl (PCB) containing capacitors and ballasts: These capacitors and ballasts are most likely to be found in street light fixtures manufactured prior to 1979. Capacitors manufactured after 1979 should have print on them stating they do not contain PCB material.
- High Intensity Discharge (HID) lamps containing elevated levels of mercury: Many older lamps including mercury vapor, high pressure sodium and metal halide fall into this category. Newer lamps, such as ALTO HID lamps (identified by a green dot on the end of the lamp) comply with Federal Guidelines as non-hazardous. The state of Utah allows these lamps to be disposed of in a sanitary landfill.

Universal Waste: As it pertains to the hazardous waste generated from street light fixtures and lamps, Black & McDonald operates in the capacity of Small Quantity Provider of Universal Waste as defined by the EPA. Specific to Utah, Black & McDonald is a Conditionally Small Quantity Generator as defined by the criteria listed below:

- Black & McDonald generates less than 220 pounds of Universal Waste each month,
- Black & McDonald stores less than 2,200 pounds of Universal Waste at any given time, and
- Black & McDonald disposes of Universal Waste more than once per year.

Non-Hazardous Waste: Failed fixtures that do not contain the hazardous wastes identified above are considered non-hazardous solid waste that can be recycled or sent to an approved solid waste landfill. ALTO HID lamps are non-hazardous waste and are allowed to be disposed of in an approved landfill in the state of Utah.

Black & McDonald Procedures for Failed Street Light Fixtures

Fixtures removed from service will be transported to the Black & McDonald operations facility where they will be stored for processing by Black & McDonald personnel. Each fixture will be opened by Black & McDonald and applicable components removed and managed as discussed below.

Lamps: See the following section “Black & McDonald Procedures for Failed Lamps”

Capacitors: All capacitors and ballasts contained in a failed mercury vapor fixture will be removed and placed in a 55-gallon drum for materials suspected of containing PCBs.

All other street light fixtures will be opened and capacitors visually inspected to determine if it has print on it stating that it does not contain PCBs. Capacitors with print on them indicating they do

not contain PCBs will be left in the fixture. If the capacitor does not contain print on it, an evaluation will be made on the age of the fixture. If it is determined that the fixture was manufactured prior to 1979, the capacitor will be removed and placed in the 55-gallon drum for materials suspected of containing PCBs.

Fixtures: All fixtures that have been processed, as discussed above, shall be stored for future transport to a qualified recycling facility.

Black & McDonald Procedures for Failed Lamps

All failed lamps, including ALTO lamps, collected by Black & McDonald will be placed in the designated storage container located at the Black & McDonald operations facility.

Field Operations: Unbroken failed lamps removed in the field will be placed in the new lamp sleeve and transported to the Black & McDonald operations facility. Broken lamps collected in the field will be placed in a plastic bag and transported to the Black & McDonald operations facility.

Operations Facility: Unbroken lamps removed from failed fixtures processed at the Black & McDonald operations facility can be placed directly into the onsite storage container without a sleeve. Broken lamps will be placed in a plastic bag and placed into the onsite storage container.

On Site Storage and Record Keeping

Failed Lamps: All failed lamps will be stored at the Black & McDonald operations facility in an approved designated storage bin. Records will be kept accounting for the quantity and type of lamps placed in the storage bin. The beginning date for storage of the failed lamps within the storage container will be documented. The date each storage bin is sent to the waste disposal facility will also be documented. This information will be used to ensure compliance with the Universal Waste regulations.

Materials Suspected of Containing PCBs: All capacitors and ballasts suspected of containing PCBs will be stored at the Black & McDonald operations facility in a designated 55-gallon drum. Records will be kept accounting for the quantity and type of stored material. Storage time periods will also be documented to ensure compliance with the Universal Waste regulations.

Processed Fixtures: All fixtures that have been processed as discussed herein will be stored at the Black & McDonald operations facility in a designated storage area.

Disposal and Recycling

Failed Lamps: All failed lamps will be transported, recycled and disposed of by Waste Management. Tracking documents and documentation certifying proper disposal of failed lamps will be provided by Waste Management.

Materials Containing PCBs: All capacitors and ballasts suspected of containing PCBs will be transported, recycled and disposed of by Waste Management. These materials suspected of containing PCBs will be either incinerated or landfilled at an EPA approved facility. Tracking documents and documentation certifying proper disposal of these capacitors will be provided by Waste Management.

Processed Fixtures: Processed fixtures will be transported by Black & McDonald to a certified metal recycling company.

Pricing Structure Table

SERVICE CATEGORY	SERVICE TYPE	UNIT	PRICE
Basic Street Light Maintenance	Decorative Non-LED Light	Per year (Per month)	\$ 4.85/ea
	Decorative LED Light	Per year (Per month)	\$ 3.23/ea
	Decorative Solar-Powered Street Light	Per year (Per month)	\$ 3.23/ea
	Solar-Powered Bollard Light	Per year (Per month)	\$ 3.23/ea
Billable Services	Make Safe (Pole Knockdown Response)	Per instance	\$ 538.64
	Pole Painting (Black Powder Coat)	Per pole	\$ 263.93
	Inspection Services	Per hour	\$ 145.43
	Other services (Time & Materials)	N/A	Please see attached below.
Street Light Construction	Foundation & City-Specified Pole Assembly	Per each	Please see Assumption Page for pricing.
	Trenching for Underground Conduit & Wire	Per foot	\$ 14.49
	Boring for Underground Conduit & Wire	Per linear foot	\$ 28.53
	Layout Services – Lead Layout Specialist	Per hour	\$ 161.59
	Layout Services – AutoCAD Technician	Per hour	\$ 86.18
	Layout Services – Clerical Support	Per hour	\$ 48.48
	Installation of Solar-Powered Streetlights	Per each 12' Per each 20'	\$ 6,900 \$ 7,100
	Installation of Solar Bollard Light	Per each	\$ 2,320.66

Request for Proposals:
CITY-WIDE STREETLIGHT AND MAINTENANCE SERVICES
RFP No. 2025-54-102

Exhibit B

Item No.	Description	Unit	Quantity	Unit Price	Total Cost
1	Meeting with City Staff (site visit for ADA ramp verification)	Lump Sum	1	\$_____	N/A
2	Intersection Survey (Includes curb/gutter assessment, utility identification, ADA compliance review, and power source location)	Per Intersection	1	\$_____	N/A
3	Traffic Signal Design (Includes layout, conduit design, cabinet placement, radar detection, and street lighting)	Lump Sum	1	\$_____	N/A
4	Circuit Layout Design (Includes pedestrian heads, push buttons, detection, and power source)	Lump Sum	1	\$_____	N/A
5	Quantity Estimates & Material Requests (Includes removals, city/contractor furnished materials)	Lump Sum	1	\$_____	N/A
6	Fiber Connection Design (Conduit, splicing, junction box, and ITS updates)	Lump Sum	1	\$_____	N/A
7	Construction Plan Preparation (Complete design package submission)	Lump Sum	1	\$_____	N/A
8	Construction Engineering & Inspection (CE&I) – Add Alternate (2 Meetings, Bid review, field verification, cost tracking, change order management)	Per Month	_____	\$_____	N/A

PRICING STRUCTURE

Please show pricing for the following services:

Basic Streetlight Maintenance (Annual & Monthly Rates)

- Decorative Non-LED Light: \$58.20 per year (\$4.85 per month)
- Decorative LED Light: \$38.76 per year (\$3.23 per month)
- Decorative Solar-Powered LED Light: \$38.76 per year (\$3.23 per month)
- Bollard Solar-Powered LED Light: \$38.76 per year (\$3.23 per month)

Billable Services

- "Make Safe" Pole Knockdown Response: \$ 538.64 per incident
- Pole Painting (Black Powder Coat): \$269.93 per pole
- Inspection Services: \$145.43 per hour
- All other billable services will be provided on a time and materials basis

Material Costs

- Non-LED Pole Assembly: Please see assumption page
- LED Pole Assembly: Please see assumption page
- Solar-Powered LED Pole Assembly: 12ft \$ 4,070ea / 20ft \$4,290
- Solar-Powered LED Bollard Assembly: \$ 1,756.70 each
- Replacement LED drivers: \$115.00 each
- Photocells (standard and smart options): \$21ea standard \$70 ea smart
- Light bulbs/lamps (non-LED and LED): \$11.85 each non-LED \$70each for LED
- Ballasts (for legacy non-LED fixtures): \$0.00 each
- Fixture globes or lenses (acrylic/glass for decorative lights): \$850 each
- Decorative arms/brackets or mounting hardware: \$489 each
- Pole bases or anchor bolt kits: \$165 each
- Underground copper wire: \$3.20 per linear foot
- Conduit: \$.066 per linear foot or stick
- Grounding rods or kits: \$18.28 each
- Breakaway bases or pole safety sleeves (if applicable): \$0.00

Streetlight Construction Costs

- Install foundation and City-supplied pole assembly: See assumption page for pricing
- Trenching for underground conduit/wire: \$14.49 per foot
- Boring for underground conduit/wire: \$28.53 per linear foot
- Layout Services:
 - Lead Layout Specialist: \$161.59 per hour
 - AutoCAD Technician: \$86.18 per hour
 - Clerical Support: \$48.48 per hour

TIME AND MATERIAL RATE EFFECTIVE 3/1/25 TO 02/28/2026

CLASSIFICATION	STRAIGHT TIME	SHIFT PREMIUM	OVER TIME	DOUBLE TIME
GENERAL FOREMAN	\$132.82	\$143.60	\$187.67	\$242.76
JOURNEYMAN FORMAN	\$125.30	\$135.37	\$176.58	\$228.08
JOURNEYMAN LINEMAN	\$115.10	\$124.19	\$161.51	\$208.15
STREET LIGHT MAINT. FOREMAN	\$82.40	\$88.89	\$114.85	\$147.30
STREET LIGHT MAINT. WORKER	\$76.23	\$82.13	\$105.72	\$135.21
2ND STEP STREET LIGHT MAINT. WORKER	\$67.65	\$72.76	\$93.20	\$118.76
1ST STEP STREET LIGHT MAIN. WORKER	\$54.58	\$58.51	\$74.24	\$93.91
UTILITY WORKER	\$49.99	\$53.50	\$67.53	\$85.08

EQUIPMENT RATES

CLASSIFICATION	HOURLY RATE
AUTO, SUV	\$14.00
BUCKET TRUCK, 37FT REACH	\$25.08
BUCKET TRUCK, 55FT REACH	\$31.39
DIGGER DERRICK	\$33.00
PICKUP, 1/2 TON	\$14.00
PICKUP, 3/4 TON TO 1 TON	\$15.00
FLAT BED OR DUMP - SINGLE AXLE	\$17.22
FLAT BED - DOUBLE AXLE	\$22.04
TRAILER, POLE, CABLE OR FLATBED	\$8.00
TRENCHER, SMALL	\$29.20
TRENCHER, LARGE	\$34.00
BORING MACHINE, SMALL	\$74.39
BORING MACHINE, LARGE	\$97.87
TRAILER MOUNT VAC TRUCK HYDRO-	\$30.67
VAC TRUCK	\$125.00
EXCAVATOR, MINI	\$31.50
COMPRESSOR, TRAILER MOUNT	\$12.23
ARROW BOARD, TRALER MOUNT	\$8.00

EXCLUSIONS / ASSUMPTIONS

- On Exhibit B: as this doesn't pertain to Streetlighting, we can offer some of these services requested on a T&E basis as well as being open to bidding on those items as they become needed.
- On the Pricing structure Table for the pole painting; we can't powder coat poles without removing them. However, we are experienced in painting poles with High quality Polyurethane Paint which is guaranteed to last another 5 years. That is how we priced this item.
- On Pricing Structure under Other Services (Time & Material) Please see full rate sheet attached directly after the Pricing Structure Table.
- On Pricing Structure Table under Foundation & City-Specified Assembly; there was only one area for one type. We split out pricing for each type:
 - Streetlight Type 1 20ft per each- \$6,045.34
 - Streetlight Type 2 20ft double pole per each - \$7,992.63
 - Streetlight Type 3 12ft pole per each - \$5,421.91
- On Pricing Structure Table, we assume the conduit size is 1-½ inch and wire size is #6 Copper Triplex on the trenching and boring price.
- On material cost section in the bid, it was assumed that pricing was put together as material only and no labor or equipment.
- On material sheet for photocells; we excluded any extra pricing for the Smart control system that will be required to use Smart Photocells
- On material sheet for the lamp costs, we priced out 175W/Metal Halide medium base bulb which is the most common for the City of Vineyard. LED bulbs were quoted with a LED Corn Cob bulb.
- On material cost section no price was input for ballasts as they are no longer in production
- On Material cost section for pole base and anchor bolt we priced out the anchor bolt kit and pole base will be a concrete base
- On Material cost section for Breakaway bases or pole safety sleeves this cost will be provided upon request as it will change per type of pole.


<p align="center">STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE</p> <p align="center">CUSTOM LIGHTING SERVICES, L.L.C. 1106 S LEGACY VIEW ST SALT LAKE CITY UT 84104</p> <p>EFFECTIVE 08/20/2003</p> <p>EXPIRATION 11/30/2025</p>	<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p> <p>2035372-5501 Contractor With LRF</p> <p>B100, E100, E200</p> <p>DBAs: BLACK & MCDONALD L.L.C.</p>
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IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

CUSTOM LIGHTING SERVICES, L.L.C.
1106 S LEGACY VIEW ST
SALT LAKE CITY UT 84104

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

<p>STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING ACTIVE LICENSE</p>		
EFFECTIVE DATE:	08/20/2003	
EXPIRATION DATE:	11/30/2025	
ISSUED TO:	CUSTOM LIGHTING SERVICES, L.L.C. 1106 S LEGACY VIEW ST SALT LAKE CITY UT 84104	
<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p> <hr/> 2035372-5501 Contractor With LRF DBAs: BLACK & MCDONALD L.L.C. B100, E100, E200		

Form #1



CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY)
4/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED 1519637 CUSTOM LIGHTING SERVICES, LLC DBA BLACK & MCDONALD 1106 LEGACY VIEW STREET SALT LAKE CITY UT 84104	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B: Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Company	25658	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 21643474**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEPARATION OF INS'D <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	VTC2K-CO-2792C195-IND-24	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	VTC2J-CAP-2793C456-TIL-24	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Deds. \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CUP-2793C444-24-25	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-0L287853-24-25-K	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

21643474 VINEYARD, UT. 125 S MAIN ST. VINEYARD UT 84059	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>[Signature]</i></p>
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**Professional Services Contract
Amendment and Extension Form**

This is an amendment and extension to a certain Professional Services Contract ("Contract") dated the 12 day of February 2014 by and between the Vineyard City, a Municipality in the State of Utah and Custom Lighting Services, LLC, d.b.a. Black & McDonald.

This Professional Services Amendment is made effective this ____ day of _____, 2025.

Vineyard City, Utah

Black & McDonald, Inc

Authorized
Representative

General Manager

Date:

Date:

Attest:

City Recorder

Recitals

- i. Whereas, Parties have a certain Professional Services Contract ("Contract") dated the 12 day of February 2014 for certain asset management, street light maintenance and construction services for Vineyard City ("City"), and
- ii. Whereas, Parties desire to extend the Contract, and
- iii. Whereas, Parties desire to amend portions of the Contract.
- iv. Therefore, Parties agree to extend and amend the Contract as follows. Parties agree the intent to establish the Contract for up to 5 years, no less than 1 year.

(1) Section F of the General Contract is removed in its entirety and replaced as follows:

All notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. All notices shall be directed to the following addresses:

The City:	Vineyard City Attention: Public Works Department 125 S Main Street Vineyard, UT 84058
The Contractor:	Custom Lighting Services, LLC d.b.a. Black & McDonald Attention: Streetlight Department Manger 1106 South Legacy View Salt Lake City, Utah 84104

2) Section M of the General Contract is appended as follows:

In the event of termination or cancellation, the City will purchase any City specific Contractor inventory in accordance with Exhibit II, 3. If requested by City, Contractor shall provide transport services for this material subject Exhibit II, 1, 2, and 4.

3) Section B. 5. b. of Exhibit I is removed in its entirety and replaced as follows:

- b. Repair of Decorative LED Lights (metered and non-metered):
 - (I) Photocells
 - (ii) Glassware Cleaning
 - (iii) Wire inside pole

(iv) Faulted copper cable, if installed in accordance with NESC standards - excludes third party damage and storm damage

(v) Reset fuses and breakers in street light poles

4) Section F. of Exhibit I is removed in its entirety and replaced as follows:

F. Price Schedule

1. Basic Street Light Maintenance Service Fee (Unit Price)

Contractor shall perform Basic Street Light Maintenance services at the following:

- Decorative Non-LED Light: \$58.20 per year (\$4.85 per month)
- Decorative LED Light: \$38.76 per year (\$3.23 per month)
- Decorative Solar-Powered LED Light: \$38.76 per year (\$3.23 per month)
- Bollard Solar-Powered LED Light: \$38.76 per year (\$3.23 per month)

The number of maintained street lights in this Contract will change as the number of street lights owned or leased by City changes. Each party shall notify the other of any changes in the number of street lights to be maintained. Such notification shall include the location of the street lights added or deleted from the total street lights being maintained. Contractor shall modify the billing for Basic Street Light Maintenance Service immediately upon receipt of notification.

2. Street Light Repair Work and Other Services (Billable)

Street Light Repair Work and Other Services, as described under Section (C) of Exhibit I, shall be billed as listed below.

- "Make Safe" Pole Knockdown Response: \$ 538.64 per incident
- Pole Painting (Black Powder Coat): \$269.93 per pole
- Inspection Services: \$145.43 per hour
- All other billable services will be provided on a time and materials basis

A schedule of Labor and Equipment rates are attached in Exhibit II.

3. Street Light Construction

New Streetlights installed by Contractor shall be billed as followed:

- | | |
|--|------------------|
| • Type I – 20' Single | \$6,045.34 /Each |
| • Type II- 20' Double | \$7,992.63 /Each |
| • Type III- 12' Single | \$5,421.91 /Each |
| • 12' Solar Pole | \$6,900 /Each |
| • 20' Solar Pole | \$7,100 /Each |
| • Trench underground conduit and #6 CU RHW | \$14.49 /Foot |
| • Bore underground conduit and #6CU RHW | \$25.53 /Foot |

Street light layout, mapping, and web-based reporting services provided by Contractor shall be billed as follows:

- a. Lead Layout Specialist \$ 161.59 / hour
- b. AutoCAD Technician \$ 86.18 / hour
- c. Clerical Support \$ 48.48 / hour

Hourly rates include all ancillary equipment. There shall be no separate charge for layout services in the event the City awards Contractor installation work. All layouts are to be submitted for review and approval by the City prior to commencement of construction.

Contractor shall notify City no less than thirty (30) calendar days prior to pricing changes in this section taking effect.

4. Price Escalators

The Unit Prices referenced in Section (F) (1), (F) (2), and (F) (3) of Exhibit I shall escalate 2% plus a material escalation, if a material escalation is applicable, on April 1 each year.

The Labor Rates in Exhibit II shall be adjusted annually on March 1 of each year, in accordance with the annual wage adjustment specified in the Local 57 Union Agreement.

The Equipment Rates in Exhibit II shall be adjusted up or down annually on March 1 of each year in accordance with the change in the Consumer Price Index using the most current 12-month period available.

5) Section H. of Exhibit I is removed in its entirety and replaced as follows:

The term of this agreement can be extended up to 5 years, by both Parties signing the appropriate extension form. Each term will end on the last day of every April, at 11:59 PM.

For clarify, the term in this amendment is through May 1,2030, at 11:59 PM.

6) Exhibit II is removed in its entirety and replaced as follows:

Any additional equipment furnished by Contractor, which is not owned by the Contractor, will be billed at the actual invoice cost to the Contractor, plus 10%.

Material Costs

The billable rate to the City for material costs will be calculated at the actual invoice cost to the Contractor plus 10%.

Subcontractor Costs

The billable rate to the City for subcontractor costs will be calculated at the actual invoice cost to the Contractor plus 10%.

(continued on next page)

TIME AND MATERIAL RATE EFFECTIVE 3/1/25 TO 02/28/2026

CLASSIFICATION	STRAIGHT TIME	SHIFT PREMIUM	OVER TIME	DOUBLE TIME
GENERAL FOREMAN	\$132.82	\$143.60	\$187.67	\$242.76
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STREET LIGHT MAINT. WORKER	\$76.23	\$82.13	\$105.72	\$135.21
2ND STEP STREET LIGHT MAINT. WORKER	\$67.65	\$72.76	\$93.20	\$118.76
1ST STEP STREET LIGHT MAIN. WORKER	\$54.58	\$58.51	\$74.24	\$93.91
UTILITY WORKER	\$49.99	\$53.50	\$67.53	\$85.08

EQUIPMENT RATES

CLASSIFICATION	HOURLY RATE
AUTO, SUV	\$14.00
BUCKET TRUCK, 37FT REACH	\$25.08
BUCKET TRUCK, 55FT REACH	\$31.39
DIGGER DERRICK	\$33.00
PICKUP, 1/2 TON	\$14.00
PICKUP, 3/4 TON TO 1 TON	\$15.00
FLAT BED OR DUMP - SINGLE AXLE	\$17.22
FLAT BED - DOUBLE AXLE	\$22.04
TRAILER, POLE, CABLE OR FLATBED	\$8.00
TRENCHER, SMALL	\$29.20
TRENCHER, LARGE	\$34.00
BORING MACHINE, SMALL	\$74.39
BORING MACHINE, LARGE	\$97.87
TRAILER MOUNT VAC TRUCK HYDRO-	\$30.67
VAC TRUCK	\$125.00
EXCAVATOR, MINI	\$31.50
COMPRESSOR, TRAILER MOUNT	\$12.23
ARROW BOARD, TRALER MOUNT	\$8.00

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: Approval of Master Lease Agreement with Ken Garff Ford (Resolution 2025-21)

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

Staff recommends entering into a Master Lease Agreement with Ken Garff Ford. This agreement will provide Vineyard City with a flexible, cost-effective method for leasing vehicles according to operational requirements. Vehicle leases will be funded within the City's approved budgets and benefit from government discounts and structured lease options.

As Vineyard City continues to grow, maintaining a reliable and efficient fleet has become essential to providing high-quality public services. Leasing municipal vehicles offers key benefits, including reducing upfront capital expenditures, allowing scheduled fleet replacement and upgrades, and ensuring access to modern, lower-maintenance vehicles.

Key Contract Terms Include:

1. Three-year lease terms.
2. Guaranteed purchase-back price before each lease.
3. Government pricing discounts included.
4. End-of-lease options to purchase or sell.
5. Financing is expected through Zions Public Finance, with flexibility to use others.

CURRENT VEHICLE NEEDS:

Vehicle Description	Department	Repalces	Quantity	Expected Annual Lease Payment (per vehicle, per year)
Ford Explorer Active AWD	Planning	2014 Ford Escape	1	\$8,766.67
Ford F-150 XLT, SuperCrew, 4WD	Public Works - Engineering	Add (Vehicle for PW Inspector)	1	\$10,600
Ford F-150 XLT, SuperCrew, 4WD	Public Works - Maintenance	2014 Dodge Ram 1500	1	\$10,600
Ford F-150 XLT, SuperCrew, 4WD	Public Works - Streets	2019 Dodge Ram 3500	1	\$10,600
Ford F-150 XLT, SuperCrew, 4WD	Public Works - Water	2012 Ford F-150	1	\$10,600

COST COMPARISON: LEASING VS PURCHASING

Item	Leasing (3-Year Total), Principal + Interest (FMC)	Purchasing (Upfront Cost), State Pricing	Guaranteed Buy-Back Price (End of Lease)
Ford F-150 XLT 4x4	\$31,800 (3 × \$10,600)	\$47,500	\$30,750
Ford Explorer Active AWD	\$26,300 (3 × \$8,766.67)	\$56,850	\$26,000

Entering into a Master Lease Agreement with Ken Garff Ford to lease vehicles as needed within the approved budget provides the City with lower upfront costs, flexibility at the end of the lease, and potential equity opportunities compared to purchasing. The City may choose to purchase the vehicles at the end for the remainder cost (Buy-Back Cost) of the 3-year Lease and resell them on the open market or keep them in the city's fleet inventory.

Fiscal Impact:

Vaires by Vehicle, up to approved City Budget

Recommendation:

Staff recommends that the City Council authorize the City Manager to execute the Master Lease Agreement with Ken Garff Ford and approve lease transactions consistent with the agreement's terms.

Sample Motion:

"I move to adopt Resolution 2025-21, approving of a Master Lease Agreement with Ken Garff Ford."

Attachments:

1. RES 2025-21 Master Lease Agreement with Ken Garff Ford
2. Vineyard City Master Vehicle Lease Agreement Ken Garff
3. Ken Garff Vehicle Leases

RESOLUTION 2025-21

**A RESOLUTION OF THE VINEYARD CITY COUNCIL
APPROVING A MASTER LEASE AGREEMENT WITH KEN GARFF FORD**

WHEREAS, Vineyard City (the “City”) recognizes the need to acquire and maintain a reliable and cost-effective fleet of vehicles to support various municipal operations; and

WHEREAS, after consideration of multiple vendors it was determined that Ken Garff is a well qualified vendor to provide city vehicle leasing services.

WHEREAS, Ken Garff Ford (the “Lessor”) has offered a Master Lease Agreement under which the City may lease vehicles at government-discounted rates, with the ability to exercise purchase or disposal options at the conclusion of individual lease terms

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF
VINEYARD AS FOLLOWS:**

Section 1. The Approval of a Master Lease Agreement with Ken Garff Ford.

Section 2. Vehicle leases will be funded within the City's approved budgets and will benefit from government discounts and structured lease options.

Section 3. That city staff are hereby authorized and directed to execute the contract as is herein referred to and allow the City Manager to sign said contract.

Section 4. This resolution shall take effect upon passing.

Passed and dated this 30th day of April 2025.

Mayor

Attest:

City Recorder



MASTER VEHICLE LEASE AGREEMENT, VINEYARD CITY & KEN GARFF FORD

This Master Vehicle Lease Agreement ("Agreement") is made and entered into as of April 30, 2025, by and between Vineyard City, a municipal corporation and political subdivision of the State of Utah ("Lessee" or "City"), and Ken Garff Ford, a licensed dealer located at 597 E 1000 S, American Fork, Utah 84003 ("Lessor").

RECITALS

WHEREAS, Lessee desires to lease certain vehicles for use in municipal operations; and

WHEREAS, Lessor is willing to lease such vehicles to Lessee under the terms and conditions set forth herein; and

WHEREAS, the parties intend that this Agreement qualify as a "lease with option to purchase" for municipal purposes.

1. Lease Term

Each vehicle lease shall have a term of approximately thirty-six (36) months, or as otherwise stated in the applicable Lease Schedule.

2. Lease Payment Obligations

Lessee shall make lease payments to Lessor as provided in each Lease Schedule, incorporating applicable government discounts. Payments are subject to annual appropriation by the Vineyard City Council.

3. Non-Appropriation of Funds

Lessee's obligations under this Agreement shall not constitute a general obligation or indebtedness of the City. If Lessee fails to appropriate sufficient funds for lease payments in any fiscal year, Lessee may terminate the applicable Lease Schedule without penalty by giving prior written notice to Lessor.

4. Title and Ownership

During the lease term, title to each vehicle shall remain with Lessor. Lessee shall have the exclusive right to use the vehicle during the lease, subject to terms herein. Title shall transfer only upon exercise of the purchase option and full payment of the agreed buy-back price.

5. Option to Purchase

At the expiration of each lease term, Lessee shall have the option, but not the obligation, to purchase the leased vehicle for the guaranteed purchase price

MASTER VEHICLE LEASE AGREEMENT, VINEYARD CITY & KEN GARFF FORD

provided in the Lease Schedule. Lessee shall notify Lessor of its intent to purchase no later than thirty (30) days before lease expiration.

6. Vehicle Delivery and Return

Vehicles will be delivered to a location designated by Lessee. Upon lease termination without purchase, Lessee shall return vehicles in good condition, subject to reasonable wear and tear, with mileage not exceeding 15,000 miles per year unless otherwise stated.

7. Maintenance and Repairs

Lessee shall, at its own expense, maintain vehicles in good working condition according to manufacturer guidelines.

8. Insurance and Risk of Loss

Lessee shall maintain full insurance coverage for the leased vehicles, including liability, comprehensive, and collision coverage, and shall bear the risk of loss during the lease term.

9. Default

If Lessee fails to make any lease payment or breaches any covenant, Lessor may declare the lease in default, repossess the vehicles, and exercise any remedies available under Utah law.

10. Assignment

Lessor may assign its interest in this Agreement to a financing institution without altering Lessee's obligations. Lessee may not assign or sublease the vehicles without prior written consent from Lessor.

11. Compliance with Law and IRS Regulations

Lessee agrees to comply with applicable laws, regulations, and IRS requirements for tax-exempt municipal leases. Lessee shall cooperate with filing of any IRS Form 8038-G if necessary.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

13. Entire Agreement

MASTER VEHICLE LEASE AGREEMENT, VINEYARD CITY & KEN GARFF FORD

This Agreement, including any Lease Schedules entered into hereunder, constitutes the entire agreement between the parties and supersedes any prior understandings or agreements, oral or written.

14. Execution and Delivery

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Master Vehicle Lease Agreement as of the date first written above.

VINEYARD CITY

By: _____

Name: [Insert Name]

Title: [Insert Title]

Date: _____

KEN GARFF FORD

By: _____

Name: [Insert Name]

Title: [Insert Title]

Date: _____

SELLER/DEALER:

KEN GARFF FORD
597 E. 1000 S
AMERICAN FORK UT 84003
(801)763-6800

CUSTOMER # : 1517706
DEAL # : 170569

MOTOR VEHICLE CONTRACT OF SALE

04/10/2025
DATE OF SALE:

CITY OF VINEYARD
PURCHASER'S NAME
125 SOUTH MAIN STREET
STREET ADDRESS
VINEYARD UTAH UT 84059
CITYCOUNTYSTATEZIP CODE
(801)471-9834(801)471-9834
RES. PHONEBUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
X			2025	FORD TRUCK	F-150 SERIES	4WD SUPERC		ICONIC SILV MET
V.I.N.				ODOMETER	STOCK NO.	DEL. DATE	SALESPERSON	
1FTFW3L85SKD66183				5	1F50207	04/10/2025	KEVIN LYMAN	

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	56850.00
2. ACCESSORIES/OPTIONS	N/A
3.	N/A
4.	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	56850.00
7. MFR. REBATE \$ N/A	N/A
8. PORTION/REBATE APPLIED TO PURCHASE (N/A)	
9. SUBTOTAL (lines 6 minus 8)	56850.00

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE	ODOMETER
SERIES	BODY TYPE
V.I.N.	
*BALANCE OWED ON TRADE-IN: N/A	
BALANCE OWED TO: ADDRESS:	
PAYOFF VERIFIED BY: GOOD UNTIL:	
DATE OF VERIFICATION ACC.#:	

*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:
Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	N/A
15. SUBTOTAL FROM LINE 9	56850.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	449.00
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	57299.00
20. TRADE ALLOWANCE ** (line 10) N/A	** If lease, no tax credit
21. NET TAXABLE AMOUNT (line 19 minus line 20) \$ 57299.00	
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	5.00
27. N/A	N/A
28. N/A	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	57304.00
30. TOTAL CREDITS (line 14) (N/A)	
31. BALANCE DUE (total line 29 minus 30) DAY10 MONTHAPR YEAR2025	57304.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

☐ Title (if not, explain):

REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN N/A MONTHS AND N/A MONTHS. MONTHLY PAYMENTS BETWEEN \$ N/A PER MONTH AND \$ N/A PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A.

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO [UTAH CODE ANN.] SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.

(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.

(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.

(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO:

NONE ☒ AS FOLLOWS ☐

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER

DATE 04/10/25

VEHICLE TO BE TITLED IN NAME OF

SIGNATURE OF CO-PURCHASER

DATE

SIGNATURE OF SELLER

DATE 04/10/25

APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920

CITY OF VINEYARD

ADDITIONAL TERMS, CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The provisions on the reverse side of this contract are subject to the following additional terms, conditions, and warranties:

1.

Purchaser promptly shall deliver to Seller (a) the original bill of sale and the title to any used vehicle taken in trade hereunder, and (b) the trade-in vehicle in the same condition and containing the same equipment as when appraised, excepting only reasonable wear and tear. Purchaser warrants such trade-in vehicle to be his sole property free and clear of all liens and encumbrances except as otherwise noted on the reverse side hereof.
2.

If Purchaser does not pay the “BALANCE DUE” by the date indicated on the reverse side of this contract, then Seller may set off against its damages any cash deposit or down payment received from Purchaser. In the event a vehicle has been taken in trade, Purchaser authorizes Seller to sell the trade-in vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser’s failure to complete the purchase.
3.

Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond Seller’s control.
4.

NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF ANY NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING SUCH VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.
- SIMILARLY, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO ANY USED MOTOR VECHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.
5.

If the vehicle sold to Purchaser hereunder is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said vehicle.
6.

If it becomes necessary for Seller to enforce any of the provisions of this contract, Purchaser shall pay Seller’s reasonable attorney’s fees, court costs, and collection fees, whether they are incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. Collection fees hereunder are imposed in accordance with Utah Code Ann. §12-1-11, and shall comply with all applicable laws.
7.

Purchaser may not transfer, assign, or delegate his rights or duties under this contract without Seller’s prior written consent.
8.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
9.

Purchaser represents that he is 18 years of age or older.
10.

Purchaser grants to Seller a security interest in the purchased vehicle and in any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants to Seller a security interest in the purchased vehicle to secure Seller’s right to recover any losses proximately caused by Purchaser’s breach of any provisions of this contract.
11.

If the purchased vehicle is a used vehicle, the information shown on the window form (Buyer’s Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract.
12.

IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:
- (a)

THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND ALL SAFETY-RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE;
- (b)

THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADE-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;
- (c)

THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES THE ACTUAL MILES THE TRADE-IN VEHICLE HAS BEEN DRIVEN;
- (d)

THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADE-IN VEHICLE, AND THAT TRANSFER OF THE TRADE-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS LEGAL AND PROPER;
- (e)

THAT THE TRADE-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS “SALVAGED”, “RESTORED”, “REPAIRED”, OR SIMILAR TERM, PURSUANT TO UTAH CODE ANN. §41-1A-1004 AND §41-1A-1005, ANY SUCCESSOR STATUTE(S), OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY, THEN PURCHASER SHALL BE LIABLE FOR AND PAY TO SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE STATED ON THE REVERSE SIDE HEREOF AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION;
- (f)

THAT THE TRADE-IN VEHICLE WAS NOT KNOWINGLY INITALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA; AND
- (g)

THAT, TO THE EXTENT THAT A MANUFACTURER’S WARRANTY REMAINS IN EFFECT, NO MODIFICATION HAS BEEN MADE TO THE TRADE-IN VEHICLE THAT WOULD INVALIDATE OR DIMINISH SUCH WARRANTY.
13.

Any written notice required to be given to Purchaser shall be deemed reasonable and effective notification if it is mailed by ordinary mail, postage prepaid, to Purchaser’s mailing address stated on the reverse side hereof.
14.

The rate of interest set forth in section (B) of the “Financing Disclosure” on reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest, which shall control any and all financial disclosures in this contract. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (B) of said “Financing Disclosure”.
15.

All information Seller requests or receives hereunder may be used to verify Purchaser’s identity in accordance with the U. S. Patriot Act.

SELLER/DEALER:

KEN GARFF FORD
597 E. 1000 S
AMERICAN FORK UT 84003
(801)763-6800

MOTOR VEHICLE CONTRACT OF SALE

04/10/2025

DATE OF SALE:

CITY OF VINEYARD

PURCHASER'S NAME

125 SOUTH MAIN STREET

STREET ADDRESS

VINEYARD UTAH UT 84059

CITYCOUNTYSTATEZIP CODE

(801)471-9834(801)471-9834

RES. PHONEBUS. PHONE

CUSTOMER #:

1517706

DEAL #:

170571

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
X			2025	FORD TRUCK	F-150 SERIES	4WD SUPERC		OXFORD WHT
V.I.N.				ODOMETER	STOCK NO.	DEL. DATE	SALESPERSON	
1FTFW3L89SKD64419				5	1F50208	04/10/2025	KEVIN LYMAN	

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE

56850.00

2. ACCESSORIES/OPTIONS

N/A

3.

N/A

4.

N/A

5.

N/A

6. TOTAL CASH PRICE (add lines 1-5)

56850.00

7. MFR. REBATE \$

N/A

N/A

8. PORTION/REBATE APPLIED TO PURCHASE

(N/A)

9. SUBTOTAL

(lines 6 minus 8)

56850.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

☐ Title (if not, explain):

REGISTRATION

POWER OF ATTORNEY

ODOMETER STATEMENT

TRADE-IN APPRAISAL

AUTHORIZATION FOR PAYOFF

MANUFACTURED OUT OF COUNTRY

☐☐☐☐☐☐

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:
INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN N/A MONTHS AND N/A MONTHS. MONTHLY PAYMENTS BETWEEN \$ N/A PER MONTH AND \$ N/A PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A.
(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.
(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO [UTAH CODE ANN.] SECTION 41-3-401.
(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:
(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;
(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND
(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.
(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.
(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.
(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:
(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS
(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND
(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.
(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO:

NONE ☒ AS FOLLOWS ☐

10. TRADE-IN ALLOWANCE

N/A

11. BALANCE OWED ON TRADE-IN*

N/A

12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)

N/A

13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)

N/A

14. TOTAL CREDITS (total lines 12 & 13)

N/A

15. SUBTOTAL FROM LINE 9

56850.00

16. SERVICE CONTRACT

N/A

17. DEALER DOCUMENTARY SERVICE FEE

N/A

18.

N/A

19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)

56850.00

20. TRADE ALLOWANCE ** (line 10)

N/A

** If lease, no tax credit

21. NET TAXABLE AMOUNT (line 19 minus line 20)

\$ 56850.00

22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"

N/A

23. UTAH LICENSE AND REGISTRATION FEES

N/A

24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES

N/A

25. UTAH INSPECTION/EMISSIONS TEST FEE

N/A

26. UTAH WASTE TIRE RECYCLING FEE

5.00

27. N/A

N/A

28. N/A

N/A

29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)

56855.00

30. TOTAL CREDITS (line 14)

(N/A)

31. BALANCE DUE (total line 29 minus 30)

DAY10 MONTHAPR YEAR2025

56855.00

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER

DATE 04/10/25

VEHICLE TO BE TITLED IN NAME OF

CITY OF VINEYARD

SIGNATURE OF CO-PURCHASER

DATE

SIGNATURE OF SELLER

DATE 04/10/25

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ADDITIONAL TERMS, CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The provisions on the reverse side of this contract are subject to the following additional terms, conditions, and warranties:

1.

Purchaser promptly shall deliver to Seller (a) the original bill of sale and the title to any used vehicle taken in trade hereunder, and (b) the trade-in vehicle in the same condition and containing the same equipment as when appraised, excepting only reasonable wear and tear. Purchaser warrants such trade-in vehicle to be his sole property free and clear of all liens and encumbrances except as otherwise noted on the reverse side hereof.
2.

If Purchaser does not pay the “BALANCE DUE” by the date indicated on the reverse side of this contract, then Seller may set off against its damages any cash deposit or down payment received from Purchaser. In the event a vehicle has been taken in trade, Purchaser authorizes Seller to sell the trade-in vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser’s failure to complete the purchase.
3.

Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond Seller’s control.
4.

NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF ANY NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING SUCH VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.
- SIMILARLY, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO ANY USED MOTOR VECHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.
5.

If the vehicle sold to Purchaser hereunder is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said vehicle.
6.

If it becomes necessary for Seller to enforce any of the provisions of this contract, Purchaser shall pay Seller’s reasonable attorney’s fees, court costs, and collection fees, whether they are incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. Collection fees hereunder are imposed in accordance with Utah Code Ann. §12-1-11, and shall comply with all applicable laws.
7.

Purchaser may not transfer, assign, or delegate his rights or duties under this contract without Seller’s prior written consent.
8.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
9.

Purchaser represents that he is 18 years of age or older.
10.

Purchaser grants to Seller a security interest in the purchased vehicle and in any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants to Seller a security interest in the purchased vehicle to secure Seller’s right to recover any losses proximately caused by Purchaser’s breach of any provisions of this contract.
11.

If the purchased vehicle is a used vehicle, the information shown on the window form (Buyer’s Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract.
12.

IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:
- (a)

THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND ALL SAFETY-RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE;
- (b)

THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADE-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;
- (c)

THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES THE ACTUAL MILES THE TRADE-IN VEHICLE HAS BEEN DRIVEN;
- (d)

THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADE-IN VEHICLE, AND THAT TRANSFER OF THE TRADE-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS LEGAL AND PROPER;
- (e)

THAT THE TRADE-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS “SALVAGED”, “RESTORED”, “REPAIRED”, OR SIMILAR TERM, PURSUANT TO UTAH CODE ANN. §41-1A-1004 AND §41-1A-1005, ANY SUCCESSOR STATUTE(S), OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY, THEN PURCHASER SHALL BE LIABLE FOR AND PAY TO SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE STATED ON THE REVERSE SIDE HEREOF AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION;
- (f)

THAT THE TRADE-IN VEHICLE WAS NOT KNOWINGLY INITALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA; AND
- (g)

THAT, TO THE EXTENT THAT A MANUFACTURER’S WARRANTY REMAINS IN EFFECT, NO MODIFICATION HAS BEEN MADE TO THE TRADE-IN VEHICLE THAT WOULD INVALIDATE OR DIMINISH SUCH WARRANTY.
13.

Any written notice required to be given to Purchaser shall be deemed reasonable and effective notification if it is mailed by ordinary mail, postage prepaid, to Purchaser’s mailing address stated on the reverse side hereof.
14.

The rate of interest set forth in section (B) of the “Financing Disclosure” on reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest, which shall control any and all financial disclosures in this contract. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (B) of said “Financing Disclosure”.
15.

All information Seller requests or receives hereunder may be used to verify Purchaser’s identity in accordance with the U. S. Patriot Act.

SELLER/DEALER:

KEN GARFF FORD
597 E. 1000 S
AMERICAN FORK UT 84003
(801)763-6800

CUSTOMER # : 1517706
DEAL # : 170573

MOTOR VEHICLE CONTRACT OF SALE

04/10/2025
DATE OF SALE:

CITY OF VINEYARD
PURCHASER'S NAME
125 SOUTH MAIN STREET
STREET ADDRESS
VINEYARD UTAH UT 84059
CITYCOUNTYSTATEZIP CODE
(801)471-9834(801)471-9834
RES. PHONEBUS. PHONE

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
X			2025	FORD TRUCK	F-150 SERIES	4WD SUPERC		CARBONIZED GR Y
V.I.N.				ODOMETER	STOCK NO.	DEL. DATE	SALESPERSON	
1FTFW3L8XSKD66082				5	1F50194	04/10/2025	KEVIN LYMAN	

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	56850.00
2. ACCESSORIES/OPTIONS	N/A
3.	N/A
4.	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	56850.00
7. MFR. REBATE \$ N/A	N/A
8. PORTION/REBATE APPLIED TO PURCHASE (N/A)	
9. SUBTOTAL (lines 6 minus 8)	56850.00

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE	ODOMETER
SERIES	BODY TYPE
V.I.N.	
*BALANCE OWED ON TRADE-IN: N/A	
BALANCE OWED TO: ADDRESS:	
PAYOFF VERIFIED BY: GOOD UNTIL:	
DATE OF VERIFICATION ACC.#:	

*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE:
Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.

10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	N/A
15. SUBTOTAL FROM LINE 9	56850.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	N/A
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	56850.00
20. TRADE ALLOWANCE ** (line 10) N/A	** If lease, no tax credit
21. NET TAXABLE AMOUNT (line 19 minus line 20) \$ 56850.00	
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	5.00
27. N/A	N/A
28. N/A	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	56855.00
30. TOTAL CREDITS (line 14) (N/A)	
31. BALANCE DUE (total line 29 minus 30) DAY10 MONTHAPR YEAR2025	56855.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

☐ Title (if not, explain):

REGISTRATION	POWER OF ATTORNEY	ODOMETER STATEMENT	TRADE-IN APPRAISAL	AUTHORIZATION FOR PAYOFF	MANUFACTURED OUT OF COUNTRY
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTICE ONLY TO BUYERS OF USED VEHICLES

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I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X

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SIGNATURE OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:

INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN N/A MONTHS AND N/A MONTHS. MONTHLY PAYMENTS BETWEEN \$ N/A PER MONTH AND \$ N/A PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A.

(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.

(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO [UTAH CODE ANN.] SECTION 41-3-401.

(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:

(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;

(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND

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(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.

(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:

(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS

(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND

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(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO:

NONE ☒ AS FOLLOWS ☐

Purchaser has arranged insurance on vehicle through _____ insurance company. Policy # _____.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

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SIGNATURE OF PURCHASER

DATE 04/10/25

VEHICLE TO BE TITLED IN NAME OF

SIGNATURE OF CO-PURCHASER

DATE

SIGNATURE OF SELLER

DATE 04/10/25

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CITY OF VINEYARD

ADDITIONAL TERMS, CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The provisions on the reverse side of this contract are subject to the following additional terms, conditions, and warranties:

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2.

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3.

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4.

NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF ANY NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING SUCH VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.
- SIMILARLY, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER WITH RESPECT TO ANY USED MOTOR VECHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER EXCEPT AS MAY BE EXPRESSED IN WRITING BY SELLER FOR SUCH USED MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS, WHICH WARRANTY, IF SO EXPRESSED IN WRITING, IS INCORPORATED HEREIN AND MADE A PART HEREOF.
5.

If the vehicle sold to Purchaser hereunder is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said vehicle.
6.

If it becomes necessary for Seller to enforce any of the provisions of this contract, Purchaser shall pay Seller’s reasonable attorney’s fees, court costs, and collection fees, whether they are incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. Collection fees hereunder are imposed in accordance with Utah Code Ann. §12-1-11, and shall comply with all applicable laws.
7.

Purchaser may not transfer, assign, or delegate his rights or duties under this contract without Seller’s prior written consent.
8.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
9.

Purchaser represents that he is 18 years of age or older.
10.

Purchaser grants to Seller a security interest in the purchased vehicle and in any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants to Seller a security interest in the purchased vehicle to secure Seller’s right to recover any losses proximately caused by Purchaser’s breach of any provisions of this contract.
11.

If the purchased vehicle is a used vehicle, the information shown on the window form (Buyer’s Guide) for the vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract.
12.

IN THE CASE OF ANY VEHICLE TRADED IN AS PART OF THE CONSIDERATION TOWARD A PURCHASE, PURCHASER REPRESENTS AND WARRANTS:
- (a)

THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND ALL SAFETY-RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE;
- (b)

THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADE-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;
- (c)

THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES THE ACTUAL MILES THE TRADE-IN VEHICLE HAS BEEN DRIVEN;
- (d)

THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADE-IN VEHICLE, AND THAT TRANSFER OF THE TRADE-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS LEGAL AND PROPER;
- (e)

THAT THE TRADE-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS “SALVAGED”, “RESTORED”, “REPAIRED”, OR SIMILAR TERM, PURSUANT TO UTAH CODE ANN. §41-1A-1004 AND §41-1A-1005, ANY SUCCESSOR STATUTE(S), OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY, THEN PURCHASER SHALL BE LIABLE FOR AND PAY TO SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE STATED ON THE REVERSE SIDE HEREOF AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION;
- (f)

THAT THE TRADE-IN VEHICLE WAS NOT KNOWINGLY INITALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA; AND
- (g)

THAT, TO THE EXTENT THAT A MANUFACTURER’S WARRANTY REMAINS IN EFFECT, NO MODIFICATION HAS BEEN MADE TO THE TRADE-IN VEHICLE THAT WOULD INVALIDATE OR DIMINISH SUCH WARRANTY.
13.

Any written notice required to be given to Purchaser shall be deemed reasonable and effective notification if it is mailed by ordinary mail, postage prepaid, to Purchaser’s mailing address stated on the reverse side hereof.
14.

The rate of interest set forth in section (B) of the “Financing Disclosure” on reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest, which shall control any and all financial disclosures in this contract. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (B) of said “Financing Disclosure”.
15.

All information Seller requests or receives hereunder may be used to verify Purchaser’s identity in accordance with the U. S. Patriot Act.

SELLER/DEALER:

KEN GARFF FORD
597 E. 1000 S
AMERICAN FORK UT 84003
(801)763-6800

MOTOR VEHICLE CONTRACT OF SALE

04/10/2025
DATE OF SALE:

CITY OF VINEYARD

PURCHASER'S NAME
125 SOUTH MAIN STREET
STREET ADDRESS
VINEYARD UTAH UT 84059
CITYCOUNTYSTATEZIP CODE
(801)471-9834(801)471-9834
RES. PHONEBUS. PHONE

CUSTOMER #: 1517706
DEAL #: 170574

Purchaser and Co-Purchaser(s), if any, (hereafter referred to as "Purchaser") hereby agree to purchase the following vehicle from Seller/Dealer (hereafter referred to as "Seller"), subject to all terms, conditions, warranties and agreements contained herein, including those printed on the reverse side hereof.

NEW	USED	DEMO	YEAR	MAKE	SERIES	BODY TYPE	CYL	COLOR
X			2025	FORD TRUCK	EXPLORER	4DR 4WD AC		STAR WHT MET TC
V.I.N.				ODOMETER	STOCK NO.	DEL. DATE	SALESPERSON	
1FMUK8DH1SGB74501				5	1F50375	04/10/2025	KEVIN LYMAN	

PURCHASE PRICE AND OTHER SUMS DUE

1. CASH PRICE OF VEHICLE	47500.00
2. ACCESSORIES/OPTIONS	N/A
3.	N/A
4.	N/A
5.	N/A
6. TOTAL CASH PRICE (add lines 1-5)	47500.00
7. MFR. REBATE \$	N/A
8. PORTION/REBATE APPLIED TO PURCHASE	(N/A)
9. SUBTOTAL (lines 6 minus 8)	47500.00

TRADE-IN AND/OR OTHER CREDITS

YEAR/MAKE	ODOMETER
SERIES	BODY TYPE
V.I.N.	
*BALANCE OWED ON TRADE-IN:	N/A
BALANCE OWED TO:	
ADDRESS:	
PAYOFF	GOOD
VERIFIED BY:	UNTIL:
DATE OF VERIFICATION	ACC.#:
*WARRANTY AS TO BALANCE OWED ON TRADED-IN VEHICLE: Purchaser warrants that he/she has given Seller a true pay-off amount on any vehicle traded in, and that if it is not correct and is greater than the amount shown above, Purchaser will pay the excess to Seller on demand.	
10. TRADE-IN ALLOWANCE	N/A
11. BALANCE OWED ON TRADE-IN*	N/A
12. NET ALLOWANCE ON TRADE-IN (line 10 minus line 11)	N/A
13. DEPOSIT/CASH DOWN PAYMENT (omit amt. line 8)	N/A
14. TOTAL CREDITS (total lines 12 & 13)	N/A
15. SUBTOTAL FROM LINE 9	47500.00
16. SERVICE CONTRACT	N/A
17. DEALER DOCUMENTARY SERVICE FEE	N/A
18.	N/A
19. SUBTOTAL-TAXABLE ITEMS (total lines 15-18)	47500.00
20. TRADE ALLOWANCE ** (line 10)	N/A
21. NET TAXABLE AMOUNT (line 19 minus line 20)	\$ 47500.00
22. UTAH SALES/USE TAX ON "TAXABLE AMOUNT"	N/A
23. UTAH LICENSE AND REGISTRATION FEES	N/A
24. UTAH AGE BASED/PROPERTY ASSESSMENT FEES	N/A
25. UTAH INSPECTION/EMISSIONS TEST FEE	N/A
26. UTAH WASTE TIRE RECYCLING FEE	5.00
27. N/A	N/A
28. N/A	N/A
29. TOTAL OF ALL ITEMS ABOVE (lines 19, 22-28)	47505.00
30. TOTAL CREDITS (line 14)	(N/A)
31. BALANCE DUE (total line 29 minus 30)	
DAY10 MONTHAPR YEAR2025	47505.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN

☐ Title (if not, explain):

REGISTRATION

POWER OF ATTORNEY

ODOMETER STATEMENT

TRADE-IN APPRAISAL

AUTHORIZATION FOR PAYOFF

MANUFACTURED OUT OF COUNTRY

NOTICE ONLY TO BUYERS OF USED VEHICLES

The information you see on the window form [Buyer's Guide] for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

I HAVE RECEIVED A COPY OF THE FTC BUYERS GUIDE.

X

FINANCING DISCLOSURE

INSTRUCTION: One of the two following disclosures, either "A" or "B", must be acknowledged, if Purchaser agrees to be responsible for financing, or if this is a cash-only or cash-plus-trade-in only transaction, the Purchaser must sign disclosure "A". If Seller agrees to arrange for financing, then both Seller and Purchaser must sign disclosure "B". BY SIGNING, PURCHASER AFFIRMS THAT HE/SHE HAS READ THE DISCLOSURE AND AGREES THERETO. IF SIGNING DISCLOSURE "B", DO NOT SIGN UNTIL ALL BLANKS HAVE BEEN FILLED IN. PURCHASER ACKNOWLEDGES THAT THE TERMS SET FORTH BELOW ("A") AND ("B") ARE MANDATED BY STATE LAW AND ARE NOT TO BE CONSTRUED AS CONTRACTUAL TERMS BETWEEN SELLER AND PURCHASER.

PURCHASER AGREES TO ARRANGE FINANCING

"(A)" THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT ACKNOWLEDGES THAT THE SELLER OF THE MOTOR VEHICLE HAS MADE NO PROMISES, WARRANTIES, OR REPRESENTATIONS REGARDING SELLER'S ABILITY TO OBTAIN FINANCING FOR THE PURCHASE OF THE MOTOR VEHICLE. FURTHERMORE, PURCHASER UNDERSTANDS THAT IF FINANCING IS NECESSARY IN ORDER FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THIS CONTRACT ALL THE FINANCING ARRANGEMENTS ARE THE SOLE RESPONSIBILITY OF THE PURCHASER.

SIGNATURE OF PURCHASER

SELLER AGREES TO SEEK ARRANGEMENTS FOR FINANCING

"(B)" (1) THE PURCHASER OF THE MOTOR VEHICLE DESCRIBED IN THIS CONTRACT HAS EXECUTED THE CONTRACT IN RELIANCE UPON THE SELLER'S REPRESENTATION THAT SELLER CAN PROVIDE FINANCING ARRANGEMENTS FOR THE PURCHASE OF THE MOTOR VEHICLE. THE PRIMARY TERMS OF THE FINANCING ARE AS FOLLOWS:
INTEREST RATE BETWEEN N/A % AND N/A % PER ANNUM, TERM BETWEEN N/A MONTHS AND N/A MONTHS. MONTHLY PAYMENTS BETWEEN \$ N/A PER MONTH AND \$ N/A PER MONTH BASED ON A DOWN PAYMENT OF \$ N/A.
(2) (a) IF SELLER IS NOT ABLE TO ARRANGE FINANCING WITHIN THE TERMS DISCLOSED, THEN SELLER MUST, WITHIN SEVEN CALENDAR DAYS OF THE DATE OF SALE MAIL NOTICE TO THE PURCHASER THAT HE HAS NOT BEEN ABLE TO ARRANGE FINANCING.
(b) PURCHASER THEN HAS 14 DAYS FROM THE DATE OF SALE TO ELECT, IF PURCHASER CHOOSES, TO RESCIND THE CONTRACT OF SALE PURSUANT TO [UTAH CODE ANN.] SECTION 41-3-401.
(c) IN ORDER TO RESCIND THE CONTRACT OF SALE, THE PURCHASER SHALL:
(i) RETURN TO SELLER THE MOTOR VEHICLE HE PURCHASED;
(ii) PAY THE SELLER AN AMOUNT EQUAL TO THE CURRENT STANDARD MILEAGE RATE FOR THE COST OF OPERATING A MOTOR VEHICLE ESTABLISHED BY THE FEDERAL INTERNAL REVENUE SERVICE FOR EACH MILE THE MOTOR VEHICLE HAS BEEN DRIVEN; AND
(iii) COMPENSATE SELLER FOR ANY PHYSICAL DAMAGE TO THE MOTOR VEHICLE.
(3) IN RETURN, SELLER SHALL GIVE BACK TO THE PURCHASER ALL PAYMENTS OR OTHER CONSIDERATION PAID BY THE PURCHASER, INCLUDING ANY DOWN PAYMENT AND ANY MOTOR VEHICLE TRADED IN.
(4) IF THE TRADE-IN HAS BEEN SOLD OR OTHERWISE DISPOSED OF BEFORE THE PURCHASER RESCINDS THE TRANSACTION, THEN THE SELLER SHALL RETURN TO THE PURCHASER A SUM EQUIVALENT TO THE ALLOWANCE TOWARD THE PURCHASE PRICE GIVEN BY THE SELLER FOR THE TRADE-IN, AS NOTED IN THE DOCUMENT OF SALE.
(5) IF PURCHASER DOES NOT ELECT TO RESCIND THE CONTRACT OF SALE AS PROVIDED IN SUBSECTION (2)(b) OF THIS FORM:
(a) THE PURCHASER IS RESPONSIBLE FOR ADHERENCE TO THE TERMS AND CONDITIONS OF THE CONTRACT OR RISKS BEING FOUND IN DEFAULT OF THE TERMS AND CONDITIONS
(b) IF THE TERMS AND CONDITIONS OF THE DISCLOSURES SET FORTH IN SECTION (1) OF THIS FORM ARE NOT BINDING ON THE SELLER; AND
(c) IF FINANCING IS NECESSARY FOR THE PURCHASER TO COMPLETE THE PAYMENT TERMS OF THE CONTRACT OF SALE, THE PURCHASER IS SOLELY RESPONSIBLE FOR MAKING ALL THE FINANCING ARRANGEMENTS.
(6) SIGNING THIS DISCLOSURE DOES NOT PROHIBIT THE PURCHASER FROM SEEKING HIS OWN FINANCING.

SIGNATURE OF PURCHASER

SIGNATURE OF SELLER

OTHER TERMS AGREED TO:

NONE [X] AS FOLLOWS []

Purchaser has arranged insurance on vehicle through insurance company. Policy #

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OTHERWISE CONCERNING THE VEHICLE, PARTS OR ACCESSORIES DESCRIBED HEREIN. UNLESS OTHERWISE INDICATED BY SELLER IN WRITING, ANY WARRANTY IS LIMITED TO THE MANUFACTURER'S WARRANTY, IF ANY, AS EXPLAINED AND CONDITIONED BY PARAGRAPH 4 ON THE REVERSE SIDE HEREOF.

This Contract includes all of the terms, conditions, restrictions, limitations and other provisions on both the face and the reverse side hereof. This contract cancels and supersedes any prior contract and as of the date hereof comprises the complete and exclusive statement of the terms of the Contract relating to the subject matters covered hereby. PURCHASER BY HIS EXECUTION OF THIS CONTRACT ACKNOWLEDGES THAT HE HAS READ ITS TERMS, CONDITIONS AND WARRANTIES BOTH ON THE FACE AND THE REVERSE SIDE HEREOF AND HAS RECEIVED A TRUE COPY OF THIS CONTRACT, AND FURTHER AGREES TO PAY THE "BALANCE DUE" AS SET FORTH ABOVE ON OR BEFORE THE DATE SPECIFIED. IF NO DATE IS SPECIFIED, THEN THE BALANCE IS DUE AS OF THE DATE OF THIS CONTRACT. THIS CONTRACT IS NOT A RECEIPT OF PAYMENT. NO RETURNS, REFUNDS OR EXCHANGES ARE PERMISSIBLE EXCEPT AS NOTED ABOVE.

SIGNATURE OF PURCHASER
DATE 04/10/25

CITY OF VINEYARD
VEHICLE TO BE TITLED IN NAME OF

SIGNATURE OF CO-PURCHASER
DATE

SIGNATURE OF SELLER
DATE 04/10/25

APPROVED UADA FORM 1088 © 1991, Rev. 2012 TO REORDER CALL 484-8845 OR 1-800-594-8920

ADDITIONAL TERMS, CONDITIONS AND WARRANTIES

IT IS FURTHER UNDERSTOOD AND MUTUALLY AGREED:

The provisions on the reverse side of this contract are subject to the following additional terms, conditions, and warranties:

1.

Purchaser promptly shall deliver to Seller (a) the original bill of sale and the title to any used vehicle taken in trade hereunder, and (b) the trade-in vehicle in the same condition and containing the same equipment as when appraised, excepting only reasonable wear and tear. Purchaser warrants such trade-in vehicle to be his sole property free and clear of all liens and encumbrances except as otherwise noted on the reverse side hereof.
2.

If Purchaser does not pay the “BALANCE DUE” by the date indicated on the reverse side of this contract, then Seller may set off against its damages any cash deposit or down payment received from Purchaser. In the event a vehicle has been taken in trade, Purchaser authorizes Seller to sell the trade-in vehicle, and Seller shall be entitled to reimburse itself out of the proceeds of such sale for its expenses and losses incurred or suffered as the result of Purchaser’s failure to complete the purchase.
3.

Seller shall not be liable for delays or damages caused by the manufacturer, accidents, sureties, fires, or other causes beyond Seller’s control.
4.

NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER SELLER OR THE MANUFACTURER OF ANY NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS FURNISHED HEREUNDER, EXCEPTING ONLY THE CURRENT PRINTED WARRANTY APPLICABLE TO SUCH VEHICLE OR VEHICLE CHASSIS, WHICH WARRANTY IS INCORPORATED HEREIN AND MADE A PART HEREOF AND A COPY OF WHICH WILL BE DELIVERED TO PURCHASER AT THE TIME OF DELIVERY OF THE NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS. SUCH WARRANTY SHALL BE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING SUCH VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND THE REMEDIES SET FORTH IN SUCH WARRANTY SHALL BE THE ONLY REMEDIES AVAILABLE TO ANYONE WITH RESPECT TO SUCH NEW MOTOR VEHICLE OR MOTOR VEHICLE CHASSIS.
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5.

If the vehicle sold to Purchaser hereunder is a used or demonstrator vehicle, no warranty or representation is made by Seller as to the extent such vehicle has been used, regardless of the mileage shown on the odometer of said vehicle.
6.

If it becomes necessary for Seller to enforce any of the provisions of this contract, Purchaser shall pay Seller’s reasonable attorney’s fees, court costs, and collection fees, whether they are incurred with or without suit, at trial, on appeal, or in any bankruptcy or insolvency proceeding. Collection fees hereunder are imposed in accordance with Utah Code Ann. §12-1-11, and shall comply with all applicable laws.
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LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT.
9.

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10.

Purchaser grants to Seller a security interest in the purchased vehicle and in any proceeds derived from the sale of the purchased vehicle to secure full payment of the purchase price. This security interest also covers all equipment, accessories, and parts that are added to the vehicle. Purchaser also grants to Seller a security interest in the proceeds of any physical damage insurance policy applicable to the purchased vehicle. Purchaser also grants to Seller a security interest in the purchased vehicle to secure Seller’s right to recover any losses proximately caused by Purchaser’s breach of any provisions of this contract.
11.

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12.

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- (a)

THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, POLLUTION CONTROL EQUIPMENT, AIR BAGS, AND ALL SAFETY-RELATED EQUIPMENT INSTALLED BY THE MANUFACTURER HAS NOT BEEN REMOVED OR RENDERED INOPERATIVE;
- (b)

THAT THE YEAR OF MANUFACTURE AND THE BALANCE OWED ON THE TRADE-IN VEHICLE ARE AS STATED ON THE REVERSE SIDE HEREOF;
- (c)

THAT, UNLESS OTHERWISE DISCLOSED ON THE REVERSE SIDE HEREOF, THE ODOMETER READING ACCURATELY STATES THE ACTUAL MILES THE TRADE-IN VEHICLE HAS BEEN DRIVEN;
- (d)

THAT PURCHASER HAS AND WILL PROVIDE TO SELLER GOOD TITLE TO THE TRADE-IN VEHICLE, AND THAT TRANSFER OF THE TRADE-IN VEHICLE TO SELLER AS A TRADE-IN ON THE PURCHASE OF ANOTHER VEHICLE IS LEGAL AND PROPER;
- (e)

THAT THE TRADE-IN VEHICLE HAS NEVER HAD ITS TITLE OR REGISTRATION BRANDED AS “SALVAGED”, “RESTORED”, “REPAIRED”, OR SIMILAR TERM, PURSUANT TO UTAH CODE ANN. §41-1A-1004 AND §41-1A-1005, ANY SUCCESSOR STATUTE(S), OR STATUTE(S) OF ANOTHER STATE SUBSTANTIALLY SIMILAR IN CONTENT. IF PURCHASER BREACHES THIS REPRESENTATION AND WARRANTY, THEN PURCHASER SHALL BE LIABLE FOR AND PAY TO SELLER THE DIFFERENCE BETWEEN THE TRADE-IN ALLOWANCE STATED ON THE REVERSE SIDE HEREOF AND THE REDUCED VALUE ATTRIBUTABLE TO MISREPRESENTATION REGARDING THE TITLE OR REGISTRATION;
- (f)

THAT THE TRADE-IN VEHICLE WAS NOT KNOWINGLY INITALLY DELIVERED FOR DISPOSITION OR SALE IN A COUNTRY OTHER THAN THE UNITED STATES OF AMERICA; AND
- (g)

THAT, TO THE EXTENT THAT A MANUFACTURER’S WARRANTY REMAINS IN EFFECT, NO MODIFICATION HAS BEEN MADE TO THE TRADE-IN VEHICLE THAT WOULD INVALIDATE OR DIMINISH SUCH WARRANTY.
13.

Any written notice required to be given to Purchaser shall be deemed reasonable and effective notification if it is mailed by ordinary mail, postage prepaid, to Purchaser’s mailing address stated on the reverse side hereof.
14.

The rate of interest set forth in section (B) of the “Financing Disclosure” on reverse side may involve a variable rate, if therein noted. Purchaser will rely on any credit agreement representing financing to provide the credit disclosures required by law, including disclosures regarding variable rates of interest, which shall control any and all financial disclosures in this contract. Purchaser acknowledges that Seller may or may not receive income for arranging financing under section (B) of said “Financing Disclosure”.
15.

All information Seller requests or receives hereunder may be used to verify Purchaser’s identity in accordance with the U. S. Patriot Act.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 30, 2025

Agenda Item: PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-17)

Department: Finance

Presenter:

Background/Discussion:

Vineyard City occasionally updates the Consolidated Fee Schedule to adapt to changing costs. The changes proposed today include a Parks and Recreation Facilities impact fees, changes to other fees, as well as housekeeping type clarifying words and statements.

Fiscal Impact:

N/A

Recommendation:

Staff Recommends approving the Consolidated Fee Schedule amendments as presented.

Sample Motion:

I move to adopt Resolution 2025-17, Consolidated Fee Schedule amendments, as presented.

Attachments:

1. RES 2025 -17 Consolidated Fee Schedule Amendments
2. Consolidated Fee Schedule Amendment 04.30.2025 Draft

RESOLUTION NO. 2025-17

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, Section 10-3-717 UCA authorizes cities to establish the amounts of fees to be charged for municipal services to be set by resolution, and

WHEREAS, The City Ordinances, in various locations, provides for the establishment of fee amounts for certain municipal services, by resolution of the City Council, and

WHEREAS, a Public Hearing was duly noticed and was held on the 30th day of April 2025 on the proposed amendments.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD, UTAH AS FOLLOWS:

- Section 1. The City Council hereby adopts the amended Consolidated Fee Schedule, which is attached hereto and incorporated herein by reference.
- Section 2. A copy of the Consolidated Fee Schedule shall be placed in the Vineyard City Offices and be available for review.
- Section 3. This resolution shall take effect upon passage.
- Section 4. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 30th day of April 2025.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder





Consolidated Fee Schedule

2024–2025 Fiscal Year

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ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after the first 15 minutes (based on the lowest paid employee working on the request) Copies - \$0.10 per page
Returned Checks	\$14
Colored Map Copies – 8 ½ by 11	\$3.00
Black and White Maps Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	\$60
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$50 \$35
Candidate Late Financial Disclosure Statement	\$50
City Offense Fines	Class B misdemeanor – not to exceed \$1,000 Class C misdemeanor – not to exceed \$750
Sixteen-Year-Old Curfew (Class C)	\$75
Eighteen-Year-Old Curfew (Class C)	\$75
Parent Liability (Class C)	\$125
Prohibited Travel on Trails (Infraction)	\$40



Leash Requirement (Infraction)	\$40
Sleeping on Public Property (Class C)	\$75
Camping Prohibited (Class C)	\$75
Unlawful Parking (Infraction)	\$40
Parking w/Snow Present (Infraction)	\$40
Driving or Riding on Sidewalk (infraction)	\$40
Engine Brake Restriction (Class C)	\$75
Hours of Operation (Infraction)	\$75
Fires and Campfires (Class C)	\$125
City Council-Designated Local Residential Streets	\$20 Per Permit
City Council-Designated Amenity Roads	\$60

RECREATION FEES	
Adult Pickleball	\$50 – Team
Adult Soccer	Team - \$500 Individual - \$50
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50 – Individual
Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100 – Individual
E-Sports	\$50 – Individual
Pickleball Tournament	Team - \$30 Individual – 15
Race Registration	5k/10k – \$10 25 Kids 1k – \$10



VINEYARD
STAY CONNECTED

	Family Rate Household Discount - \$55 per household Group Rate - \$20 per person
Race T-Shirts	\$40 \$15 - individual
Senior Program	\$50 - Individual
Spikeball Tournament	Team - \$30 Individual - \$15
Sports Trivia/Fantasy Class	\$50 - Individual
Pee-wee Sports Clinic	\$60 - Individual
Youth Arts	\$50 - Individual
Youth Baseball Clinic	\$50 - Individual
Youth Basketball Clinic	\$55 - Individual
Youth Coach Pitch	\$55 - Individual
Youth Street Hockey League	\$65 - Individual
Youth Pickleball League	\$100 - Individual
Wiffleball Tournament	\$100 - Team
Youth Flag Football	\$70 - Individual
Youth Jr Jazz Basketball	\$100 - Individual
Youth Kickball	\$50 - Individual
Youth Machine Pitch	\$70 - Individual
Youth Pickleball Programs	\$50 - Individual
Youth Soccer Programs	\$75 - Individual
Youth T-Ball	\$55 - Individual
Youth Tennis Clinic	\$50 - Individual
Youth Ultimate Frisbee	\$50 - Individual
Youth Volleyball	\$90 - Individual
Youth Wrestling	\$50 - Individual
Bingo	\$10 - Individual
Additional Non-Residential Fee	Team - \$50 \$10 - Individual
Recreation Program Cancellation Fee	Up to 100% of Registration Cost



UTILITY USE FEES*

Water Base Rate ¾" Meter	\$30.99 first 5,000 gallons
Water Base Rate 1" Meter	\$43.39 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$55.79 first 5,000 gallons
Water Base Rate 2" Meter	\$89.88 first 5,000 gallons
Water Base Rate 3" Meter	\$340.90 first 5,000 gallons
Water Base Rate 4" Meter	\$442.14 first 5,000 gallons
Water Base Rate 6" Meter	\$650.81 first 5,000 gallons
Water Base Rate 8" Meter	\$867.74 first 5,000 gallons
Water Multi-Family Residential Base Rate	\$18.20 per unit
Residential Water Usage Rates:	
Tier 1 (5,001 – 15,000)	\$2.03 per 1,000 gallons
Tier 2 (15,001 – 30,000+)	\$2.32 per 1,000 gallons
Tier 3 (30,001 – 50,000)	\$2.86 per 1,000 gallons
Tier 4 (50,001+)	\$3.15 per 1,000 gallons
Commercial Water Usage Rates:	
Tier 1 (5,001 – 30,000)	\$2.03 per 1,000 gallons
Tier 2 (30,001 – 100,000)	\$2.86 per 1,000 gallons
Tier 3 (100,001+)	\$3.15 per 1,000 gallons
Sewer Baser Rate	\$18.30 per 1,000 gallons
Sewer Multi-Family Residential Base Rate	\$10.20 per unit per month
Sewer Usage Rate	\$5.97 per 1,000 gallons
Transportation Utility	\$3.50 per ERU
Storm Water Utility	\$6.50 per ERU
*Non-Vineyard Resident & Business Fee	Rate X2
Collection for Any Unpaid Utility Bills, Fees, or Civil Penalties	May be subject to collections if payment has not been made within 30 days of the due date at the cost of the resident



SANITATION FEES

90-Gallon Residential Can	\$16.25
Second 90-Gallon Residential Can	\$10
Recycling Can	\$7.50
Replacement Can	\$90

FACILITIES RENTAL FEES

Council Chambers Rental	\$75 per hour for Resident \$150 per hour for Non-Resident
Council Chambers Cleaning Deposit	\$75 for Resident \$150 for Non-Resident
Small Park Pavilion Rental	\$40 for Resident \$80 for Non-Resident
Small Park Pavilion Cleaning Deposit	\$40
Large Park Pavilion Rental	\$75 for Resident \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75
Special Event Rental Deposit	\$300
Multi-Day Special Event Rental Deposit	\$500 per day
Pavilion Rental Cancellation Fee	Up to 100% of reservation cost
Hourly Field Rental at Gammon Park (Monday – Thursday)	\$300 Deposit + \$20 for Residents, \$40 for Non-Resident or Holiday Reservations
4 Hour Field Rental at Gammon Park (Monday – Thursday)	\$300 Deposit + \$75 for Residents, \$150 for Non-Resident or Holiday Reservations
Hourly Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$30 for Residents, \$60 for Non-Resident or Holiday Reservations
4 Hour Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$100 for Residents, \$200 for Non-Resident or Holiday Reservations



All other parks, Single Soccer Hourly Field Rental (Monday – Thursday)	\$300 Deposit + \$40 for Residents, \$80 for Non-Resident or Holiday Reservations
All other parks, Single Soccer 4 Hour Field Rental (Monday - Thursday)	\$300 Deposit + \$150 for Residents, \$300 for Non-Resident or Holiday Reservations
All other parks, Single Soccer Hour Field Rental (Weekends)	\$300 Deposit + \$60 for Residents, \$120 for Non-Resident or Holiday Reservations
All other parks, Single Soccer 4 Hour (Weekend)	\$300 Deposit + \$200 for Residents, \$400 for Non-Resident or Holiday Reservations
Hourly Rental per Soccer Goal Set	\$10 for Residents \$20 for Non-Residents
Hourly Rental per Soccer Corner Flag Set	\$10 for Residents \$20 for Non-Residents
Court Rental	\$25 per hour per court
Pickleball Net Rental	\$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to \$300
Non-Existing Line Painting – Per Field	1–499 Feet – \$100 500–999 Feet – \$150 1500+ Feet – \$200
Remarking Line Painting – Per Field	1–499 Feet – \$50 500–999 Feet – \$60 1500+ Feet – \$80

SPECIAL EVENT FEES*

Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 Participants	\$100
Special Events longer than 6 hours	\$150
Multi-Day Special Event	\$200
Film Permit	\$50



Children's Market	\$25
Vineyard Days Vendors	\$100
Boo-A-Palooza Vendor Fee	\$50
Bounce House Deposit	\$100
Food Truck Vendor	\$50 – 100
Onsite Dumpster or Equipment Permit	\$72 per dumpster
Additional Dumpster Reserved	\$174 per 6-yard dumpster
Excess Garbage Pickup	Up to \$600 based on quantity picked up
Extra trash cans with bags	\$15 per 5 cans
Personnel (total compensation per employee, per hour, during regular business hours)	City staff per person – \$35 Parks Department – \$35 Streets Department – \$35 Special Events Department – \$32
Penalty for operating without a permit	Double the application fee and any damage caused by the special event
*Special Events and facility rental fees may be waived at the discretion of the City Council. See Special Event Code for fee waiver consideration reasons.	

CODE ENFORCEMENT FEES	
Code Violation Fee (per calendar year from first offense)	1 st Offense – \$100 2 nd Offense – \$200 3 rd (or more) Offense – \$400
Civil Penalty Fee	\$25 minimum to \$1,000 maximum per day, per violation
Civil Penalty Fee– Occupancy Violation	\$100 per day, per violation
Civil Penalty Fee– Home Occupation Operating without License	\$25 per day, per violation
Civil Penalty Fee– Commercial Business Operating without License	\$50 per day, per violation
Code Violation Fee – Interest	20% per annum of total outstanding amounts



Default/Administrative Code Enforcement Hearing Fee	\$100
Animal Defecation without Removal Fine	\$250
Off-Leash Animal Fine	\$250
Illegal Trash Dumping	\$250
Code Violation by City (via Contract Services)	Cost plus 10%

BUSINESS LICENSING FEES	
Home-Based Occupation (exceeds residential impact)	\$50
Home-Based Occupation (does not exceed residential impact)	\$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee \$100 Renewal Fee \$50
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee (Based in Vineyard)	\$25
Retail	\$215
Service Related	\$150
Fire Inspection	Equal to Orem Fire's fee as dictated in Orem City's Fee Schedule
Accessory Dwelling Unit Re-Inspection Fee	\$85
Renewal Fee (all license types except Alcohol and Towing/Parking)	\$25
Alcohol and Towing/Parking Enforcement Renewal Fee	Same as Initial Fee
Solicitor License	\$30
Itinerant Merchant	\$50
Itinerant Merchant Refundable Deposit	\$300



Towning/Parking Enforcement Qualification	\$50
Class A – D Beer License	\$400 + Proof of \$5,000 Bond
Class E Beer License	\$400 + Proof of \$10,000 Bond
A or B Liquor License	\$300 + Proof of \$10,000 Bond
Class C Liquor License	\$300 + Proof of \$1,000 Bond
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Renewal Fee (during renewal grace period)	\$25
Daily penalty fee if license not renewed by end of renewal grace period	Half of the license fee
Penalty Fee for doing business without a Vineyard Business License	Equivalent to the license fee

LAND USE APPLICATION FEES	
Development Agreement	\$1,500
Development Agreement	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot
Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat Additional Reviews	\$1,010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2,663 < 10 acres = \$500
Planned Unit Development	\$1,000
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663



Site Plan – Non-Residential	\$3,756
Site Plan – Non-Residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text Amendment	\$1,000
General Plan Map Amendment	\$1,000
Land Use Text Amendment	\$1,000
Land Uset Map Amendment	\$1,000
Lot Line/Property Boundary Line Adjustment	\$300
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Special Planning Commission Meeting	\$390 per meeting
Water Sampling	Lab Cost + 10% & \$300
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Site Plans Technical Review	\$1,500 per application, first 50 plan sheets. Up to 3 revisions
Additional Site Plan Technical Review	\$65 per additional plan sheet or each sheet after 3 rd revision
Engineering/Public Works Inspection/Service Fees – Subdivision – Related	3% of certified bid tabulation, approved by Engineering Office
Engineering/Public Works Inspection/Service Fees – Non-Subdivision Related	\$150 per hour



Engineering/Public Works Re-Inspection Fees	\$150 per hour, 2-hour minimum
After Hours Engineering/Public Works (M-F between 5pm and 8am OR Saturdays, Sundays)	\$300 per hour, 2-hour minimum
New Street Light Install Fee	\$10,000 per light
Street Sign Fee	Cost plus 10%
Demolition	\$500 plan review fee
Encroachment Permit	\$150 plus \$1 per square foot of disturbed asphalt
Driveway Approach in Public Right-of-Way Inspection Fee (after Encroachment Permit)	\$250 for up to 2 inspections \$150 per reinspection
Vacuum Truck	\$250/hour, minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 plus \$150 per hour
Infrastructure Construction Bond	Bond/Escrow account as determined by bid tabulation 110% Performance 10% Warranty
Final Grading Residential Lot Bond	\$1,000 up to 1 acre, \$500 each additional half acre
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure Application	\$50 per Road Segment Plan Review Fee
City Barricades for Road Closure, if approved by the Public Works Director	\$150 Application Fee, \$75 per barricade per day. \$100 refundable deposit per set of barricades
Repair to Damaged Public Infrastructure (All Streets or Utilities) by Contract	Cost plus 10% Administrative Fee
Red Curb Request Application	\$50
Address Change Request/ADU Secondary Address Request*	\$150



VINEYARD
STAY CONNECTED

Tree Replacement Due to Damage: Diameter < or = 1" Diameter > 1" and < or = 2" Diameter > 2" and < or = 3" Diameter > 3"	\$500 per tree \$750 per tree \$950 per tree Cost assessed by City Arborist, minimum of \$1,200 per tree
*Does not include Cost of Additional Physical Mailbox charged to Property Owner by USPS	

BUILDING PERMIT FEES	
TOTAL VALUATION	FEE
\$1 to \$1,300	\$86
\$1,301 to \$2,000	\$86 for the first \$1,300; plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$107 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$525 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,065 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,865 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$5,000,001 and over	\$20,354 for the first \$ 5,000,000; plus \$2 for each additional \$1,000 or fraction thereof
Residential Plan Review	65% of Building Permit Fee
Commercial Plan Review	65% of Building Permit Fee



Simple/Duplicate Plan Review	25% of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES	
Inspections outside of normal Business hours	\$75 per hour, two-hour minimum
Re-inspection	\$75 per hour
Inspection for which no specific fee is indicated	\$75 per hour, one-hour minimum
Additional plan review required by changes, additions, or revisions to plans	\$85 per hour, one-hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	See Business License Fees
Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction
*Fines doubled for each subsequent infraction	

IMPACT FEES	
(Impact Fee Area Maps may be found on the City's Website)	
Sewer Facilities	<ul style="list-style-type: none"> Area A - \$539 per ERU Area B - \$2,391 per ERU Area C/RDA - \$539 per ERU
Per Equivalent Residential Unit (ERU) ^{1,2}	<ul style="list-style-type: none"> Area A - \$873 per ERU Area B (RDA) - \$521 per ERU
Roadway Facilities Per Trip End Unit based on ITE	<ul style="list-style-type: none"> Area A - \$3,586 per Trip End



VINEYARD
STAY CONNECTED

	<ul style="list-style-type: none">Area B (RDA) – \$1,286 per Trip End
Storm and Ground Water Per ERU ^{1,4}	<ul style="list-style-type: none">Area A – \$222 per ERUArea B – \$337 per ERUArea C – \$237 per ERU
Parks and Recreation Facilities	\$3,422.88 Per Household⁵
<p>¹ ¾ inch water connection is 1 ERU</p> <p>² Additional fees may apply to units with more than 5-bathroom equivalent drains.</p> <p>³ Additional fees may apply to certain high water uses (e.g., Car Wash) without water reduction measures in place.</p> <p>⁴ Additional fee may apply to certain sites if above city's maximum impervious area requirement.</p> <p>⁵ <u>Household as defined by US Census Bureau</u></p>	

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PASS THROUGH FEES

Timpanogos Special Service District	Equal to District's impact fee as dictated current Impact Fee Facilities
Orem Water Reclamation	Equal to Orem City's impact fee as dictated by the current Impact Fee
Orem Water Rights	Equal to Orem City's Water Rights as dictated in their up-to-date Consolidated Fee Schedule
All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.	

UTILITY METER & CONNECTION FEES

¾" Water Meter & Connection Fee	\$580
1" Water Meter & Connection Fee	\$795
1½" Water Meter & Connection Fee	\$1,240
2" Water Meter & Connection Fee	\$1,930
Water Meter Reconnect Fee	\$50
After Hours Fee (between 5pm and 8am)	Reconnect Fee plus \$150
Utility/Hydrant Meter Application Fee	\$20



VINEYARD
STAY CONNECTED

Fire Hydrant Meter Rental Deposit	\$2100
Residential Daily Rental Rate – Fire Hydrant Meter (Residence Must have Certificate of Occupancy)	\$10 daily rental fee - Water will be billed at the residential water usage rate as shown on utility use fees
Water Usage Rate – Fire Hydrant Meter	Monthly rental rate will be at the base rate of a 3" meter with water usage to be billed at commercial water usage rates and will be billed monthly
Residential Construction Water	\$100 minimum
Non-Residential Construction Water	\$100 minimum
Unauthorized Connection to System	\$2,000 per occurrence
Unauthorized Opening of Meter Box	\$250 + \$300 for a min. of 2 hours of staff time
Water Main Flushing	Per commercial rate at 3x pipe volume per occurrence & \$150 per hour per utility tech