



**NOTICE OF A REGULAR
CITY COUNCIL MEETING
June 25, 2025, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, June 25, 2025, at 6:00 PM, or as soon thereafter as possible, following the RDA 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. 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](#)

3. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

4. WORK SESSION

5. 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.*

6. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

7. STAFF, COMMISSION, AND COMMITTEE REPORTS

8. CONSENT ITEMS

8.1. Approval of the June 11, 2025, City Council Meeting Minutes

8.2. Caterpillar Backhoe Lease Agreement

8.3. Municipal Code Amendment Title 10 Transportation and Title 13 Community Development and Public Facilities (Ordinance 2025-11)

8.4. ILA with Utah County for Law Enforcement Services (Resolution 2025-34)

8.5. Interlocal Agreement with Orem for Emergency Water (Resolution 2025-35)

8.6. Consideration of a Resolution to Enter into a Lease/Purchase Agreement for City Vehicles with Zions Bank (Resolution 2025-38)

Fiscal Impact - Interest payment of \$9,950 annually. Principal and Interest of \$60,616.67 annually. Funds accounted in the approved FY25 Budget

9. APPOINTMENTS/REMOVALS

9.1. Affirmation of City Manager Eric Ellis' appointment of Craig Call as the Vineyard Hearing Officer in accordance with Vineyard Zoning Code section 15.06.030(3).

10. BUSINESS ITEMS

10.1. DISCUSSION AND ACTION - Settlement Agreement

City Attorney Jayme Blakesley will present a settlement agreement.

10.2. A Resolution of the Vineyard City Council Accepting Audit Report No. 25-02 from the Utah State Auditor (Resolution 2025-33)

Kristie Bayles and Mayor Fullmer will provide a formal report.

10.3. PUBLIC HEARING – Adoption of the Vineyard City FY25 Budget Amendment #4 (Resolution 2025-31)

Finance Director Kristie Bayles will present proposed amendments to the Fiscal Year 2024-2025 Budget. The mayor and city council will act to adopt (or deny) this request by resolution.

10.4. PUBLIC HEARING - Proposed Salary Increases for Elective and Statutory

Officials.

Per State Code 10-3-818, a public hearing is required to be held for the setting of any elected and statutory staff salaries or increases. City Manager Eric Ellis will present any salary adjustments or increases. No motion will be made at this time.

10.5. DISCUSSION AND ACTION - Adoption of the Final Fiscal Year 2025-2026 Budget and certified tax rate (Resolution 2025-32)

Finance Director Kristie Bayles will present the final Fiscal Year 2025-2026 Budget and the certified tax rate. The mayor and City Council will act to adopt (or deny) this request by resolution. (A public hearing was held on the adopted tentative budget during the May 28th City Council meeting.)

10.6. DISCUSSION AND ACTION - Adoption of Ordinance for salary increases (Ordinance 2025-12)

City Manager Eric Ellis will present an ordinance proposing salary increases for elected and statutory staff as required per State Code 10-3-818.

10.7. DISCUSSION AND ACTION - Timpanogos School District - Government Affairs Liaison (Resolution 2025-37)

The Timpanogos School District Municipal Interlocal seeks to hire a lobbyist to assist with corrections to recent legislation impacting school district splits as well as state assistance with funding gaps to get the reorganized school district up and running.

10.8. PUBLIC HEARING: Transportation Master Plan + Impact Fee (*This Item is being postponed until the August 13, 2025, City Council Meeting.*)

11. ADJOURNMENT

The next regularly scheduled meeting is on July 9, 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:

June 24, 2025

CERTIFIED (NOTICED) BY:

/s/Pamela Spencer

PAMELA SPENCER, CITY RECORDER



**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
June 11, 2025, at 5:31 PM

Present

Absent

Mayor Julie Fullmer (left at 6:00 PM)
Councilmember Sara Cameron
Councilmember Jacob Holdaway (joined remotely at 5:40PM)
Councilmember Mardi Sifuentes
Councilmember Brett Clawson

Staff Present: City Attorney Jayme Blakesley, City Manager Eric Ellis, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Public Works Director Naseem Ghandour, Finance Director Kristie Bayles, Utility Billing Clerk Maria Arteaga, Parks and Recreation Director Brian Vawdrey, City Recorder Pamela Spencer, and Deputy Recorder Tony Lara

Others Speaking: Vineyard residents Daria Evans, Keith Vincent, Claudia Lauret, and Karen Cornelius. Orem resident John Barrick

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

Mayor Fullmer began the meeting at 5:31PM



Mayor Fullmer gave the invocation and led the Pledge of Allegiance.


2. CLOSED SESSION



Motion: COUNCILMEMBER SIFUENTES MOTIONED TO ENTER INTO A CLOSED SESSION AT 5:32PM, FOR THE PURPOSES OF DISCUSSING THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL AS WELL AS REASONABLE OR IMMINENT LITIGATION. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR FULLMER AND COUNCILMEMBERS CAMERON, SIFUENTES AND CLAWSON VOTED YES. COUNCILMEMBER HOLDAWAY WAS EXCUSED. THE MOTION PASSED UNANIMOUSLY.





Deputy Recorder Tony Lara called the meeting back to order at 6:05PM. Mayor Fullmer was excused and Mr. Lara called for a nomination for Mayor Pro Tempore.

 **Motion:** COUNCILMEMBER SIFUENTES NOMINATED COUNCILMEMBER CAMERON TO SERVE AS MAYOR PRO TEMPORE. COUNCILMEMBER CLAWSON SECONDED. THE ROLL CALL WAS AS FOLLOWS: COUNCILMEMBERS CAMERON, SIFUENTES, CLAWSON AND HOLDAWAY VOTED YES. MAYOR FULLMER WAS EXCUSED. THE MOTION CARRIED UNANIMOUSLY WITH ONE ABSENT.

3. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

3.1. Fraud Risk Assessment Presentation


 Finance Director Kristie Bayles gave a presentation on the Fraud Risk Assessment.

 Councilmember Holdaway asked for clarification if this assessment was the one required yearly that included a series of checkboxes. Ms. Bayles confirmed that it was. She also confirmed for the councilmember that although it was sent to the state auditor it had nothing to do with a draft report that had been sent to the city from the auditor's office.

4. WORK SESSION


4.1. FY26 Budget Discussion


Reminder to Council to continue to review FY26 Budget


 City Manager Eric Ellis explained that this was a reminder to the council that final adoption of the Fiscal Year 2026 budget would be later in the month. He reminded the council to send any questions they may still have to staff.


5. PUBLIC COMMENTS


 Deputy Recorder Tony Lara read a comment that had been provided by resident Tyler Haroldsen.


 Daria Evans, living in The Villas subdivision, commented that she was pleased with the turnout for Vineyard Days as well as for senior pickleball. She wanted to know more about the wood wall near the Frontrunner station. She also wanted to know the status of the proposed climbing gym as well as the estimated completion date on the repair work being done on Main Street. Lastly, she wanted to know how many acre/feet of water is being purchased with the 7 water shares that were mentioned at the last council meeting.


 Mr. Ellis explained that the wall was intended to provide marketing space for Utah City development to advertise upcoming projects. He shared that there was a pause on the climbing gym and so there was no estimated date to be given on completion of that project. Lastly, he confirmed that the expected completion of the work on Main Street is June 22nd. He gave an answer to the water shares question later in the meeting.


 Keith Vincent, living in The Villas Subdivision, asked for clarification on the status of the money allocated to the city hall project. He wanted to know if that money could be reallocated to a different project. He stated that some of the line items were being transferred from one fund to another and that they were being used to cover deficits in those funds. He did not state which funds he was referring to or what deficits he believed there were.


93  Ms. Bayles explained state limits on surpluses in the general fund and how it is related to
94 transfers into capital projects.

95
96  Orem Resident John Barrick questioned the accuracy of the Fraud Risk Assessment and wanted
97 to know if it applied to the Redevelopment Agency (RDA) as well. He asked if either the RDA or the
98 city sent out legal analysis without consulting with the city attorney. He commented on what he saw
99 as inaccuracies in a draft response to questions he had emailed the board previously. He accused the
100 board of sending out “fake” legal advice.

101
102  City Attorney Jayme Blakesley asked for clarification on which document Mr. Barrick was
103 referring to. Mayor Pro Tempore Cameron explained that there would be an RDA meeting
104 immediately following the city council meeting and that those questions would be answered then.


105
106  Claudia Lauret, living on Holdaway Road, wanted to know if the city budgeted for ongoing
107 maintenance cost and future transportation issues, referencing comments made by Mr. Haroldsen
108 earlier.


109
110  Karen Cornelius, living in The Villas Subdivision, had questions regarding the impact the RDA’s
111 tax increment collection would have on the newly formed school district in light of the dissolution of
112 the Alpine School District. She was concerned that it would take money away from schools.


113
114  Councilmember Sifuentes commented that although the district would be split it would also be
115 covering a smaller area and therefore the situation described by Ms. Cornelius, of the same tax
116 burden now being shared by a smaller number of cities was incorrect. She also commented that the
117 benefit of the RDA was that it was creating value in land that previously would not have had value
118 and so in the long run it was benefiting the Alpine School District and would continue to benefit the
119 newly formed smaller district as well.


120
121  Mr. Vincent asked for clarification on the RDA meeting that would be held and wanted to
122 confirm the questions raised during public comment would be answered.

123 124 125 **6. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

126  Councilmember Holdaway asked for clarification on the existence of a maximum collection
127 limit for the RDA. He also asked for clarification on the use of RDA funds for Sage Consulting and
128 wanted to know if the firm had been involved in helping to pass legislation that allowed the RDA to
129 extend its collection period for an additional 25 years.


130
131  Councilmember Clawson expressed his gratitude to the City Council and staff for how quickly
132 they moved to address resident concerns regarding the speed limit in the LeCheminant area.

133
134  Councilmember Sifuentes thanked staff for all their hard work on Vineyard Days celebration
135 events. She reported that the interlocal meetings regarding the school district were going well.
136 Additionally, she felt that economic development was going well and that she was excited by what
137 she was seeing.

 Mayor Pro Tempore Cameron expressed her gratitude for the shade sails, and she felt they were a great help in keeping the playground equipment cool. She also thanked staff for all the work they had done for Vineyard Days.

7. STAFF, COMMISSION, AND COMMITTEE REPORTS

City Manager Report

 Mr. Ellis explained that the water shares equaled approximately 101.5 Acre/Feet of water.

 Mr. Ellis gave his monthly report to the council.

8. CONSENT ITEMS

8.1. Approval of the May 28, 2025, City Council Meeting Minutes


8.2. Municipal Code Amendment Chapter 13.12 Parks (Ordinance 2025-06)


8.3. Concession Offerings at Vineyard Grove Park (Resolution 2025-26)


8.4. Approval of the Parks and Recreation Master Plan and Impact Fee Analysis (Ordinance 2025-01)

8.5. Water Supply Agreement between Central Utah Water Conservancy District & Vineyard City (Resolution 2025-30)

 Councilmember Clawson asked to remove item 8.5 for discussion.

 **Motion:** COUNCILMEMBER SIFUENTES MOVED TO APPROVE CONSENT ITEMS 8.1 THROUGH 8.4 AS PRESENTED. COUNCILMEMBER CLAWSON SECONDED THE MOTION. THE ROLL CALL WAS AS FOLLOWS: MAYOR PRO TEMPORE CAMERON AND COUNCILMEMBERS SIFUENTES, CLAWSON AND HOLDAWAY VOTED YES. MAYOR FULLMER WAS EXCUSED. THE MOTION PASSED UNANIMOUSLY WITH ONE ABSENT.

 Councilmember Clawson asked for clarification for the public on item 8.5. Public Works Director Naseem Ghandour gave a summary of the proposed agreement.


 **Motion:** COUNCILMEMBER CLAWSON MOVED TO APPROVE CONSENT ITEM 8.5 AS PRESENTED. COUNCILMEMBER SIFUENTES SECONDED THE MOTION. THE ROLL CALL WAS AS FOLLOWS: MAYOR PRO TEMPORE CAMERON AND COUNCILMEMBERS SIFUENTES, CLAWSON AND HOLDAWAY VOTED YES. MAYOR FULLMER WAS EXCUSED. THE MOTION PASSED UNANIMOUSLY WITH ONE ABSENT.


9. APPOINTMENTS/REMOVALS


There were no appointments made.


183 **10. BUSINESS ITEMS**

184 **10.1. DISCUSSION AND ACTION - Vineyard Zoning Code Update (Ordinance 2025-**
185 **03)**


186  Mr. Ellis introduced the item and asked if the council had any questions.

187
188  Councilmember Sifuentes asked if there had been any significant changes since the last
189 meeting she had regarding this. Mr. Ellis and Mr. Blakesley confirmed there had not been.


190
191  Councilmember Holdaway also asked if any changes had been made since his meeting as
192 well. Both confirmed that there had not been. A discussion ensued.


193
194  **Motion:** COUNCILMEMBER CLAWSON MOVED TO APPROVE ORDINANCE 2025-
195 03, VINEYARD ZONING CODE UPDATE. COUNCILMEMBER SIFUENTES SECONDED
196 THE MOTION. THE ROLL CALL WAS AS FOLLOWS: MAYOR PRO TEMPORE
197 CAMERON AND COUNCILMEMBERS SIFUENTES, CLAWSON AND HOLDAWAY
198 VOTED YES. MAYOR FULLMER WAS EXCUSED. THE MOTION PASSED
199 UNANIMOUSLY WITH ONE ABSENT.


200
201 **10.2. PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-**
202 **29)**

203  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO ENTER INTO A PUBLIC
204 HEARING AT 7:01PM. COUNCILMEMBER CLAWSON SECONDED THE MOTION.
205 MAYOR PRO TEMPORE CAMERON AND COUNCILMEMBERS SIFUENTES, CLAWSON
206 AND HOLDAWAY VOTED YES. MAYOR FULLMER WAS EXCUSED. THE MOTION
207 PASSED UNANIMOUSLY WITH ONE ABSENT.

208
209  Billing Clerk Maria Arteaga presented the proposed amendments.

210
211  Daria Evans, living in The Villas Subdivision, asked about the Transportation Utility Fee
212 listed on the consolidated fee schedule. She stated that it was her understanding that those had
213 expired and wanted to know if the city was taking steps to renew and after it was complete if the
214 fee would be increasing.

215
216  **Motion:** COUNCILMEMBER SIFUENTES MOVED TO CLOSE THE PUBLIC
217 HEARING AT 7:05PM. COUNCILMEMBER CLAWSON SECONDED THE MOTION.
218 MAYOR PRO TEMPORE CAMERON AND COUNCILMEMBERS SIFUENTES, CLAWSON
219 AND HOLDAWAY VOTED YES. MAYOR FULLMER WAS EXCUSED. THE MOTION
220 PASSED UNANIMOUSLY WITH ONE ABSENT.

221
222  Ms. Evans asked if the council would be removing the Transportation Utility Fee from the
223 Consolidated Fee Schedule before approving the amendments. Mr. Ellis explained that the fee
224 was still present on the schedule but was not being charged to residents and that it had been
225 cancelled by the city council in January of 2020. He explained that it would be brought back for
226 consideration during the study as part of the Transportation Master Plan. It was confirmed that
227 approval of the amended fee schedule did not represent adoption of a new Transportation Utility
228 Fee.



Motion: COUNCILMEMBER SIFUENTES MOVED TO ADOPT RESOLUTION 2025-29 CONSOLIDATED FEE SCHEDULE AMENDMENT AS PRESENTED. COUNCILMEMBER CLAWSON SECONDED THE MOTION. MAYOR PRO TEMPORE CAMERON AND COUNCILMEMBERS SIFUENTES, CLAWSON AND HOLDAWAY VOTED YES. MAYOR FULLMER WAS EXCUSED. THE MOTION PASSED UNANIMOUSLY WITH ONE ABSENT.

11. ADJOURNMENT

Mayor Pro Tempore Cameron adjourned the meeting at 7:08PM

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY:  _____
TONY LARA, DEPUTY CITY RECORDER





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 25, 2025

Agenda Item: Caterpillar Backhoe Lease Agreement

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

The City's current lease for a 2025 Caterpillar 420 XE IT Backhoe Loader is concluding. Staff have solicited updated lease options from both Unified Fleet Services and Caterpillar/Wheeler Machinery to replace the expiring lease and continue providing essential heavy equipment for public works operations.

Unified Fleet Services Proposal:

A 3-year lease with annual payments of \$30,217 and an optional buyout of \$100,000 at the end of the term. The proposal estimates a \$10,000 equity at lease-end, but equity is not credited if the City chooses to buy out the equipment.

Caterpillar/Wheeler Machinery Proposal:

A 5-year lease-purchase with annual payments of \$26,975.28. At the end of the lease, the City assumes full ownership of the equipment, incurring no additional costs beyond the final yearly payment. This lease includes an extended warranty and leverages state contract pricing under MA3383.

City staff reviewed updated options and received a competitive proposal from Wheeler Machinery, offering the same model backhoe through a 5-year lease-purchase agreement directly with Caterpillar Financial. This structure provides a clear path to ownership, including extended warranty coverage, local service support, and cost savings throughout the equipment's lifecycle.

LEASE OPTION COMPARISON

Feature	UFS Proposal	Caterpillar / Wheeler Machinery
Lease Term	3 Years	5 Years
Annual Payment	\$30,217	\$26,975.28
Total Lease Payments	\$90,651	\$134,876.40
End-of-Term Buyout Option	\$100,000	Final \$26,975.28 payment results in full ownership
Ownership Outcome	City must pay residual to own	City owns equipment outright after final payment
Projected Equity (UFS)	\$10,000 retained by UFS	Not applicable – City retains full asset value
Financing	Not specified	5.49%, \$400 document fee.
Total Cost to Own	\$190,651.00	\$161,851.68
Warranty Coverage	Not specified	1-year standard + 4-year/2,000-hour PT/Hydraulic warranty

Service & Support	Through UFS and partners	Direct through Caterpillar-certified Wheeler service
State Contract Discount	Not specified	\$79,574 off MSRP under MA3383

Vineyard City received two backhoe lease proposals. Unified Fleet Services offered a 3-year lease with a \$100,000 buyout, totaling approximately \$190,651 with no equity credit or warranty details. Caterpillar/Wheeler Machinery proposed a 5-year lease-purchase with full ownership, extended warranty, and a total cost of \$161,851.68. The Caterpillar option is the more cost-effective and is recommended.

Fiscal Impact:

\$26,975.28 per year. \$161,851.68 at the end of 5 years. Funds are accounted for in the city budget.

Recommendation:

Staff recommends that the City Council authorize the City Manager to execute a lease-purchase agreement with Caterpillar Financial, through Wheeler Machinery, for a 2025 Caterpillar 420 XE IT Backhoe Loader, per the June 25, 2025, quote.

Sample Motion:

"I move to approve the lease-purchase of a 2025 Caterpillar backhoe and authorize the City Manager to execute the agreement with Caterpillar Financial."

Attachments:

1. Caterpillar Financial - CAT 420 XE IT Proposal
2. Unified Fleet Services - CAT 420XT IT Proposal



145134-02

June 17 2025

VINEYARD CITY

125 S MAIN STREET
OREM, UT84059

Attention: George Schramm



Machine pictured may not reflect specifications quoted.

George Schramm,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 420 XE IT Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **SERIAL NUMBER:** **YEAR:** **SMU:**

Thank you for your interest in Wheeler Machinery and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Trevor Shuman
Machine Sales Representative
tshuman@wheelercat.com
801-209-1882

One (1) New Caterpillar Model: 420 XE IT Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

MACHINE SPECIFICATIONS

420 XE 07A BACKHOE LOADER CFG1	563-5593	PACK, DOMESTIC TRUCK	0P-0210
LANE 2 ORDER	0P-9002	COUPLING,QD,THREADED WITH CAPS	456-3390
TRIM PACKAGE 4	621-4250	ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540
BELT, SEAT, 2" SUSPENSION	206-1747	CUTTING EDGE, TWO PIECE,WIDE	9R-5320
STABILIZER PADS, FLIP-OVER	9R-6007	BUCKET-SOIL, 24", 8.5 FT3	254-8941
SERIALIZED TECHNICAL MEDIA KIT	421-8926	420 LANE 2 ZCON	626-9389
TIRES, 340 80-18/500 70-24, MX	533-0488	BUCKET-MP, 1.4 YD3, IT	216-8840
INSTRUCTIONS, ANSI	559-0872	CUTTING EDGE, TWO PIECE,WIDE	9R-5320
		THUMB, HYDRAULIC, NO TINE, BHL	282-5409
		THUMB, TINE, A 3	221-4283

INCLUDES: 544-0883CAB,DELUXE
 554-4188HYD,MP,6FCN/8BNK,ST,QC
 544-0930PT,4WD/2WSAUTOSHIFT
 543-4284STICK,EXTENDABLE,4.3M(14FT)
 545-5048DISPLAY,TOUCHSCREEN
 491-6736WORKLIGHTS(8)LEDLAMPS
 611-0345SEAT,DELUXEFABRIC,HEATED
 542-7810AIRCONDITIONER,S5(T4F)

337-9696COUNTERWEIGHT,460KGS(1015LBS5
 51-6453RIDECONTROL
 548-1231LINES,COMBINEDAUX,E-STICK
 540-2298STANDARDRADIO(12V)
 551-6940COLDWEATHERPACKAGE,120V
 567-5090AUTO-UPSTABILIZERS
 423-7607PLATEGROUP-BOOMWEAR
 353-1389GUARD,STABILIZER

LIST PRICE	\$221,373.00
STATE CONTRACT MA3383 DISCOUNT	(\$79,574.00)
AFTER DISCOUNT BALANCE	\$141,799.00

WARRANTY & COVERAGE

Standard Warranty: 12 Months / Unlimited Hours - Premier

Extended Warranty: 48 Months/2000 hours PT&HYD

F.O.B/TERMS:

Vineyard

PAYMENT TERMS

Lease Terms

CASH WITH ORDER	BALANCE TO LEASE	TERM	PERIOD PAYMENT	RATE	BUY-OUT	DOCUMENT FEE
\$0.00	\$142,199.00	(5 Annual)	\$26,975.28	5.49%	\$26,975.28	\$400.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance



UNIFIED

FLEET SERVICES

Prepared for:

Vineyard City
June 16, 2025

Requested Vehicles & Pricing Options

Requested:

- Vehicle #1 - 2025 Caterpillar 420 XE IT Backhoe Loader

Vehicle Options

Vehicle #1 - 2025 Caterpillar 420 XE IT Backhoe Loader

Current Market Residual – 3 Year

Year	Payment Due	Balance	Projected Residual	Projected Equity
1	\$30,217	\$138,784	\$138,170	-\$614
2	\$30,217	\$115,105	\$115,252	\$147
3	\$30,217	\$90,000	\$100,000	\$10,000

- 1) Interest rates and pricing assume a minimum of \$100,000 in financed vehicles/equipment. Final payments and interest rates may vary based on total financed amount.
- 2) If applicable, equipment pricing quoted is based on upfitter's best estimate. Final pricing is determined after all equipment is ordered and labor for installation is completed. Once financing is finalized, any variance in final equipment price must be paid in full by the client. Please budget accordingly.

Next Steps

1. Complete and return the Acceptance Form below to UFS.
2. Complete and return the Credit Application provided by UFS.
3. UFS submits to Bank for underwriting and approval.
4. Bank issues lease documents through E-Sign. Customer must verify the date the resolution was adopted.
5. Customer/Insurance Agent must provide proof of insurance to Bank/UFS.
6. Once items 1-5 are completed, vehicle delivery is scheduled.

Acceptance

[] I have reviewed the attached Terms and Conditions and request Unified Fleet Services to pursue underwriting and approval of a commitment for the described lease agreement with the following quantities:

[] Vehicle 1 – 3 annual payments of \$30,217

Accepted this ____ day of _____, 2025

(Entity Name)

Federal Tax ID#: _____

By: _____

Printed Name: _____

Title: _____

Authorization: Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel, and agents as well as its participants and assigns. Lessee authorizes Lessor to contact Lessor' funding partners, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

Confidentiality: Except as required by law, the proposal and its terms and conditions will not be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know because of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Additional Terms

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Unified Fleet Services, LLC and their assignees, financial partners and related and the transaction funded on ALL proposals within 30 days of this proposal. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Unified Fleet Services, LLC and their assignees and partners reserves the right to adjust the Interest Rate quoted above.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 25, 2025

Agenda Item: Municipal Code Amendment Title 10 Transportation and Title 13 Community Development and Public Facilities (Ordinance 2025-11)

Department: Utah County Sheriff's Office and Vineyard Parks and Recreation

Presenter: Holden Rockwell, Brian Vawdrey

Background/Discussion:

Due to golf cart incidents having occurred recently around the state and City staff having received complaints from community members regarding reckless use of golf carts and micro-mobility devices at Vineyard City Parks and trails, Vineyard City Staff considers it important to implement an ordinance to enhance safety at Vineyard City Parks, in relation to golf cart and micro-mobility device usage.

This ordinance provides restrictions and regulations for the use of golf carts and micro-mobility devices on Vineyard City roads, within parks, and on City trails.

Fiscal Impact:

N/A

Recommendation:

Staff recommends that the Vineyard City Council approve Ordinance 2025-11 to help enhance safety at Parks in relation to golf cart and micro-mobility device usage.

Sample Motion:

"I move to adopt Ordinance 2025-11, Vineyard Municipal Code amendments to Title 10 Transportation and Title 13 Community Development and Public Facilities, as presented"

Attachments:

1. Ord_2025-11

**VINEYARD
ORDINANCE 2025-11**

**AN ORDINANCE OF THE VINEYARD CITY COUNCIL AMENDING
MUNICIPAL CODE TITLE 10 ADDING SECTION 10.02.040 AND TITLE 13
ADDING SECTION 13.12.020**

WHEREAS, the City of Vineyard (the “City”) is committed to protecting the public health, safety, and welfare of its residents by ensuring the safety of its public streets, parks, and sidewalks; and

WHEREAS, the City has determined that adopting a policy regarding the use and or operation of a golf cart in certain public areas is necessary to ensure the safety and welfare of it's residents.

NOW THEREFORE, be it ordained by the Council of the City of Vineyard, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “10.02.040 Golf Carts” of the Vineyard Municipal Code is hereby *amended* as follows:

A M E N D M E N T

10.02.040 Golf Carts

A. Definitions

1. “Golf Cart” shall mean a device that:
 - a. Is designed for transportation by players on a golf course;
 - b. Has not less than three (3) wheels in contact with the ground;
 - c. Has an unladen weight of less than one thousand eight hundred (1,800) pounds;
 - d. Is designed to operate at low speeds; and
 - e. Is designed to carry not more than six (6) persons including the driver.
2. “Golf Cart” does not include:
 - a. A low-speed vehicle or an off-highway vehicle;
 - b. A motorized wheelchair;
 - c. An electric personal assistive mobility device;
 - d. An electric assisted bicycle;
 - e. A motor assisted scooter;
 - f. A personal delivery device, as in Utah Code Annotated section 41-6a-1119; or
 - g. A mobile carrier, as in Utah Code Annotated section 41-6a-1120.

B. Authorization of Golf Carts:

- 1.

Subject to the restrictions and regulations of this section, Golf Carts may be operated by persons on public land, streets, and highways under the jurisdiction of Vineyard City.

C. Restrictions on Operations

1. Only persons sixteen (16) years of age or older may operate a Golf Cart on any public land, street, or highway within the city.
2. Golf carts must be operated in a safe and responsible manner with due regard for the safety of others. A golf cart shall only be operated during daylight hours unless equipped with headlights, taillights, and safety reflectors on the sides and rear of the golf cart.
3. Golf Carts shall not carry any more than the number of individuals for which the golf cart was originally manufactured, with only one person per seat.

D. Restrictions on Areas of Use:

1. Golf carts shall not be operated on any public street or highway where the posted speed limit is greater than thirty-five (35) miles per hour.
2. Notwithstanding the above, Golf carts shall not be operated on any State roads within Vineyard or Mill Road.
3. Golf Carts shall not be operated within a designated city park; except when parking in a designated parking stall or within twenty (20) feet of a sidewalk or trail within the park.

E. Traffic regulations:

1. Golf carts are subject to alcohol, driving under the influence, and open container laws of Utah Code Annotated section 41-6a-526 whenever the golf cart is moving, stopped, or parked on any public street, roadway, or highway within the city, with the exception that occupants of a golf cart operating within a designated golf cart path at the Sleepy Ridge golf course are exempt from the open container laws of Utah Code Annotated section 41-6a-526(3).
2. Except as otherwise provided in this section, golf carts shall comply with the same requirements as a bicycle for traffic rules pursuant to Utah Code Annotated, Title 41, Chapter 6a, Traffic Code.
3. person operating a golf cart shall come to a complete stop at all intersections or stop lines where a stop sign has been posted.
4. A person shall not operate a golf cart at a speed of more than twenty-five (25) miles per hour.

F. Violation:

1. It is unlawful for a parent or guardian or any individual to allow a person under the age of sixteen (16) to operate a golf cart in violation of this chapter.
2. It is unlawful for a person under the age of sixteen (16) to violate this chapter.

G. Penalty: The first written offense shall be an infraction, and any subsequent offense within twenty-four (24) months shall be a class B misdemeanor. Nothing in this chapter shall prohibit an officer from issuing a verbal warning.

H.

SECTION 2: **ADOPTION** “13.12.020 Mobility Devices” of the Vineyard Municipal Code is hereby *added* as follows:

ADOPTION

13.12.020 Mobility Devices(*Added*)

A. Definitions

1. Micromobility Device

- a. “Micromobility device” means a human-, motor-, or electric-powered transportation device that is driven by the user personally.
- b. “Micromobility device” includes, but is not limited to, the following as defined in Utah Code Section 41-6a-102:
 - (1) Electric personal assistive mobility device;
 - (2) Electric-assisted bicycle;
 - (3) Motor-assisted scooter;
 - (4) Moped;
 - (5) Bicycle; and
 - (6) Motor-driven cycle.
- c. “Micromobility device” includes, but is not limited to, any device that would be described in Subsection (1)(b) of this Section but for the fact that it is capable of speeds greater than those set forth in Utah Code Section 41-6a-102 in the relevant definition.
- d. “Micromobility device” includes, but is not limited to, skateboards, roller skates, roller blades, hoverboards, non-motor-assisted scooters, and any other small, lightweight, wheeled conveyance that meets the definition in Subsection (1)(a) of this Section and is not specifically excluded in this Section.
- e. “Micromobility device” does not include automobiles, motorcycles, golf carts, manual or electric wheelchairs, or other such vehicles.

- B. Unauthorized Travel It shall be unlawful for anyone to operate a micromobility device recklessly within a designated city park, including trails or sidewalks. Micromobility devices are prohibited from any play area or splash pad within a city park. Off-highway vehicles shall not be operated within a designated city park.

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 4: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 5: EFFECTIVE DATE This Ordinance shall be in full force and effect from June 25, 2025 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE VINEYARD COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Mayor Julie Fullmer	_____	_____	_____	_____
Sara Cameron	_____	_____	_____	_____
Jacob Holdaway	_____	_____	_____	_____
Mardi Sifuentes	_____	_____	_____	_____
Brett Clawson	_____	_____	_____	_____

Presiding Officer	Attest
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_____ Julie Fullmer, Mayor, Vineyard	_____ Pamela Spencer, City Recorder, Vineyard
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VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 25, 2025

Agenda Item: ILA with Utah County for Law Enforcement Services (Resolution 2025-34)

Department: Administration

Presenter: Holden Rockwell

Background/Discussion:

Vineyard has previously contracted with Utah County for law enforcement services and desires to renew the contract. The current contract will terminate at midnight June 30, 2025. The new contract will begin July 1, 2025, and terminate June 30, 2028. Thereafter, the agreement shall automatically renew for a four-year term terminating June 30, 2031, pursuant to the terms stated in the agreement. Staff

Fiscal Impact:

This agreement matches the current costs as per the proposed 2025-2026 Vineyard Budget. There is also a 4% annual increase added to this contract.

Recommendation:

Staff recommends that the council approve resolution 2025-34 and allow the mayor to sign the contract with Utah County.

Sample Motion:

"I move to adopt Resolution 2025-34 approving an interlocal agreement with Utah County for Law Enforcement Services and authorize the Mayor to execute the agreement."

Attachments:

1. RES 2025-34 ILA Utah County Sheriff's Office
2. Vineyard ILA 2025

RESOLUTION NO. 2025-34

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, safety, and welfare of its residents has negotiated an agreement with the Utah County to appoint the Utah County Sheriff and his deputies as the Police Force for the City.

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 with the City of Vineyard for Law Enforcement Services, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 25th day of June 2025.

Mayor

Attest:

City Recorder



AGREEMENT NO. 2025-509

**INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF VINEYARD
FOR LAW ENFORCEMENT SERVICES**

THIS AGREEMENT, made and entered into this 11th day of June, 2025, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the COUNTY, and THE CITY OF VINEYARD, a political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Section 202(1)(d), Utah Code Annotated, 1953 as amended, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another to provide law enforcement services to public agencies; and

WHEREAS, the parties to this AGREEMENT are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the CITY should provide peace officers to preserve the public peace, prevent crime, detect and arrest offenders, suppress riots, protect persons and property, remove nuisances existing in public streets, roads and highways, enforce every law relating to the suppression of offenses, and perform all duties required of them by ordinance or resolution; and

WHEREAS, the CITY has previously appointed the Utah County Sheriff as a marshal or ex-officio Chief of Police, does not presently have a police force or any law enforcement officers, and desires to contract with the COUNTY for the purpose of authorizing and appointing the Utah County Sheriff and his deputies as the Police Force for the CITY; and

WHEREAS, the COUNTY has an established Sheriff's Office complete with physical plant, equipment, administration, and personnel, to handle the needs of the CITY; and

WHEREAS, the CITY and the COUNTY desire to save taxpayer money while providing police protection to the CITY through mutual cooperation; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, based on the mutual consideration contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE; DURATION.

This Interlocal Cooperation Agreement shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the submission of this Interlocal Cooperation Agreement to, and the approval and execution hereof by the governing bodies of the COUNTY and the CITY. This Interlocal Cooperation Agreement shall commence July 1, 2025, and terminate June 30, 2028. Thereafter, this AGREEMENT shall automatically renew for a four-year term terminating June 30, 2031, pursuant to the terms stated herein, unless either party notifies the other in writing that it does not intend to renew at least one year prior to the end of the initial term.

The prior agreement between the parties for law enforcement services, Agreement 2020-1075 dated December 16, 2020, will terminate effective at midnight June 30, 2025, upon the execution of this agreement by the parties.

Section 2. ADMINISTRATION OF INTERLOCAL COOPERATION AGREEMENT.

The COUNTY and the CITY do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Interlocal Cooperation Agreement. The COUNTY

and the CITY agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953, as amended, the governing body of the COUNTY shall act as the administrator responsible for the administration of this Interlocal Cooperation Agreement. The parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the parties. The COUNTY agrees to keep all books and records in such form and manner as the County Auditor shall specify and further agrees that said books and records shall be open for examination by CITY at reasonable times. All records created or received by the COUNTY in the performance of this AGREEMENT shall be COUNTY records and shall be made available to CITY officials on reasonable notice during business hours. The parties agree that no joint real or personal property will be acquired, held, or disposed of as part of this AGREEMENT, provided however, that the CITY will furnish suitable office space for the use of COUNTY deputy sheriffs, office specialists, and other support staff assigned to work in the CITY as provided in Section 3 below. COUNTY deputy sheriffs, office specialists, and support staff are the employees of, and under the supervision and control of COUNTY. CITY shall provide all maintenance, repair, janitor services, phone, utilities and building improvements for the office space.

Section 3. PURPOSES AND DESCRIPTION OF SERVICES.

This Interlocal Cooperation Agreement has been established and entered into between the COUNTY and the CITY for the purpose of providing law enforcement services to the CITY by deputies of the Utah County Sheriff's Office. The COUNTY agrees to provide law enforcement by and through the Utah County Sheriff's Office for and on behalf of the CITY. The Utah County Sheriff is hereby appointed as the Chief of Police of the CITY pursuant to Sections 10-3-918 and 10-3-913, Utah Code Annotated, 1953, as amended, and his deputy sheriffs shall be deemed to be

police officers of the CITY pursuant to Sections 10-3-918, 10-3-919, 10-3-914, and 10-3-915, Utah Code Annotated, 1953, as amended during the initial and renewal terms of this AGREEMENT.

To provide law enforcement services to CITY, COUNTY currently provides CITY with full-time deputies plus office specialists and support staff as indicated in the attached staffing plan. The staffing plan shall provide sufficient personnel, including but not limited to supervisors, deputies, detectives, school resource officers and office staff, to ensure the needs of the CITY and its residents are being met, and the personnel are able to carry out their duties in a safe and efficient manner. COUNTY will provide personnel per the staffing plan (collectively referred to hereafter as “Deputy Services”). COUNTY will consult with CITY prior to final assignment of full-time deputies to provide law enforcement services to CITY.

During the initial and renewal terms, at the request of CITY, and as funds are available to CITY as determined by CITY in its sole discretion, COUNTY will provide additional personnel and support services, including, but not limited to, upgraded technology and software, as requested by CITY (“Additional Services”) and the staffing plan will be amended accordingly as provided in Section 11 below. COUNTY will consult with CITY prior to acquiring Additional Services and final assignment of full-time deputies to provide law enforcement services to CITY.

Section 4. MANNER OF FINANCING.

Prior to the commencement of the initial, and renewal terms, COUNTY shall document and verify the cost of Deputy Services including but not limited to salary, benefits, overtime, equipment, overhead, and other associated costs, including, but not limited to, software, and insurance reimbursement costs per Section 9, hereinafter the “Cost”, and provide the same to

CITY. The Cost shall not include overtime, on-call, support technology, and other law enforcement services (by way of example, Utah County Major Crimes Task Force dues, Flock Safety) provided to CITY which are calculated, billed, and paid separately by CITY.

COUNTY agrees to notify CITY of the Cost by May 1st, for the renewal term commencing July 1st. The Cost established at the beginning of the initial and renewal terms shall automatically increase 4% per year on July 1st of each contract year. COUNTY will bill CITY monthly for the Cost. Within 30 days of billing from COUNTY, the CITY shall pay the Cost to the COUNTY. Any billing amounts which remain unpaid in full more than 30 days from billing shall bear interest at 12% per annum until paid in full. Should the cost of Deputy Services increase by more than 4% but less than 6% in any given year, COUNTY may notify the CITY and CITY may object, in writing, to the increase over 4% within 30 days of notification. If CITY agrees or does not object to the increase over 4% within 30 days, the increase will be included in the Costs of this agreement at the start of the next fiscal year.

The cost of Additional Services added during the initial or renewal terms shall apply at the time the Additional Services are provided, and the Cost of the Deputy Services shall increase accordingly. The increased cost of the Deputy Services shall then be used to determine the yearly automatic increase.

Additional law enforcement expenses incurred by COUNTY as a result of federal or state statute or regulation will be added to the Cost of the Deputy Services which shall be increased accordingly.

COUNTY shall attempt to limit overtime costs; however, COUNTY will bill CITY for overtime costs monthly as they are incurred. If COUNTY anticipates that the overtime costs for

any month will exceed 7% of the Cost for the month, COUNTY shall notify CITY as soon as possible of the estimated overtime costs and the reason(s) for the anticipated overtime costs. COUNTY shall also provide a detailed description of the overtime costs for any month if requested by CITY.

Section 5. TERMINATION.

A. Voluntary. Either party shall have the right at any time after the effective date of this AGREEMENT to terminate this AGREEMENT without cause by giving the other party one year's notice in writing by registered mail, return receipt requested. If notice is given, this AGREEMENT shall terminate upon the expiration of one year from the receipt of the notice and the liability of the parties hereunder for the further performance of the terms of this AGREEMENT shall thereupon cease, but neither party shall be relieved of the duty to perform their obligations up to the date of termination.

B. Breach. In the event that either party deems the other to be in breach of any provision hereof, the party claiming the existence of the breach on the other's part shall notify the other in writing of such claimed breach. The alleged breaching party shall have fifteen (15) days in which to commence all actions necessary to cure the alleged breach and shall notify the complaining party in writing of the actions taken to cure the alleged breach. In the event the actions reasonably necessary to cure the alleged breach are not commenced in a timely manner, the complaining party may terminate this Agreement.

Section 6. SUPPLIES AND EQUIPMENT

COUNTY and/or CITY may provide such office equipment (telephones, desks, chairs, etc.) and supplies as they deem necessary or desirable for the office specialists and support staff.

Office equipment provided by either party to this AGREEMENT shall remain the property of the party providing the office equipment.

COUNTY agrees to purchase the necessary equipment for Deputy and Additional Services funded by CITY, including but not limited to vehicles, radios, and computers. As part of the Cost established by this AGREEMENT, CITY will repay the initial costs of the above equipment at the established depreciation terms for each item as established in the yearly budget. Large equipment items, such as vehicles and computers, shall remain assigned to the CITY, regardless of personnel changes. At the end of the depreciation period for CITY assigned equipment, or such longer period memorialized in writing by the Sheriff and CITY, COUNTY shall sell at auction the equipment pursuant to COUNTY'S policies and procedures. The revenue generated by said sales will be paid to the CITY, or deducted from the Costs, within 30 days of receipt of said revenue. Should COUNTY desire to retain any CITY assigned equipment after the established depreciation period, COUNTY shall pay CITY the fair market value of said equipment.

Upon termination of the AGREEMENT for any reason prior to the end of the initial or renewal term, the equipment shall be disposed of in the following order:

- a. Fully depreciated equipment shall be transferred to CITY.
- b. COUNTY shall transfer to CITY any partially depreciated equipment upon CITY's payment of the remaining depreciation of the equipment to COUNTY.
- c. COUNTY may retain any remaining equipment by paying CITY the lesser of the fair market value of the equipment as of the date of termination or the depreciation of the equipment paid by CITY to COUNTY during the initial or renewal term of this AGREEMENT.

d. Any remaining partially depreciated equipment shall be sold at auction by COUNTY pursuant to COUNTY's policies and procedures. The proceeds of the sale of the equipment shall be divided by the parties based on the percentage of paid depreciation (CITY percentage - paid depreciation divided by total depreciation times sale price) and unpaid depreciation (COUNTY percentage - unpaid depreciation divided by total depreciation times sale price) after deducting the reasonable costs of sale from the sale price.

e. Any equipment which has not been depreciated and for which CITY has paid as part of the Cost, shall become CITY equipment upon termination of the AGREEMENT.

Section 7. REFERENCE TO JUSTICE COURT.

Subject to prosecutor discretion, County shall prosecute class B and class C misdemeanor citations and complaints and egregious CITY criminal ordinance violators arising in CITY which CITY refers to the Utah County Justice Court in Provo, Utah until such time as CITY provides or arranges for an alternative CITY prosecutor or refers CITY citations and complaints to another justice court. COUNTY shall have no obligation to prosecute the above CITY misdemeanors or criminal ordinances if prosecution conflicts with the Rules of Professional Responsibility, statutory county attorney duties and obligations, any other rule, law, or regulation applicable to county attorneys or the practice of law or is contrary to the exercise of prosecutorial discretion.

Section 8. INDEMNIFICATION.

Each party shall indemnify and save harmless the other, its officers, volunteers, agents and employees from all suits, actions, or claims of any character related in any manner to injuries or damage received or sustained by any person, persons, or property arising out of a party's acts or omissions related in any manner to the performance of this AGREEMENT by either party. A party

shall not indemnify the other for intentional torts committed by the other's officers, volunteers, agents, or employees. No third party is intended by the parties to be benefitted by the indemnification or any other provision of this AGREEMENT. Nothing contained herein shall be interpreted as a waiver by COUNTY or CITY of the protections and immunities contained in the Governmental Immunity Act of Utah, UCA 63G-7-101 *et. seq.*, or a successor statute, including the liability limits contained therein.

Section 9. INSURANCE

The parties shall carry commercial general liability insurance in the minimum amount of the liability limits stated in the Governmental Immunity Act of Utah, UCA 63G-7-101 *et. seq.*, or a successor statute, to insure against loss or liability arising out of a party's performance of this AGREEMENT. In exchange for the mutual indemnification above, COUNTY maintaining this insurance coverage, COUNTY's exposure to liability for law enforcement within CITY limits and COUNTY's provision of services under this AGREEMENT on a reimbursement basis, CITY shall pay COUNTY said insurance costs as calculated in the Costs to offset the cost of COUNTY providing this insurance coverage. COUNTY's provision of insurance shall not be construed to be an indemnification or hold harmless of CITY. In the event of a claim against CITY or COUNTY arising out of either party's performance under this AGREEMENT, each party shall maintain their own defense in any action in which they are a party.

Section 10. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Interlocal Cooperation Agreement shall be placed on file in the office of the County Clerk of Utah County and with the CITY Recorder and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 11. AMENDMENTS.

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) executed by a duly authorized official of each of the parties, (b) submitted to and approved by an Authorized Attorney as required by Section 11-13-202.5(3), Utah Code Annotated, 1953, as amended, and (c) filed in the official records of each party.

Section 12. SEVERABILITY.

If any term or provision of this AGREEMENT or the application thereof shall to any extent be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. 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 13. GOVERNING LAW.

All questions with respect to the construction of this Interlocal Cooperation Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 14. PRIOR AGREEMENTS

This is the entire AGREEMENT between the parties. From the commencement of services under this AGREEMENT, all prior agreements between the parties for the provision of law enforcement services to CITY by COUNTY are terminated, superseded, and replaced. However, services rendered under the prior agreement are governed by and subject to the terms and conditions of the prior agreement until the commencement of services under this AGREEMENT.

The parties hereto waive and disclaim any interest in prosecution costs and the citation credit from prior agreements.

Authorized and passed on the 11th day of June, 2025.

UTAH COUNTY

**BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH**

Signed by:



ATTEST:
AARON R. DAVIDSON
Utah County Clerk

DocuSigned by:

Brandon B. Gordon

BRANDON B. GORDON, Commission Chair

Signed by:

By: *Jolynn Clegg*
Deputy

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:
JEFFREY S. GREY
Utah County Attorney

DocuSigned by:

By: *Jeffrey S. Grey*
Deputy Utah County Attorney

CITY OF VINEYARD

Authorized and passed on the _____ day of _____, 2025.

Mayor

ATTEST: _____
CITY RECORDER

APPROVED AS TO FORM AND
COMPLIANCE WITH APPLICABLE LAW:

CITY ATTORNEY



UTAH COUNTY SHERIFF'S OFFICE

SHERIFF

MICHAEL L. SMITH

Staffing for Vineyard City 2025

<u>Positions</u>	<u>Number in Position</u>
Patrol Lieutenant	1
Patrol Sergeant	2
Patrol Deputy	10
School Resource Deputy	1
Detective	1
Office Specialist (3/4 Time)	1



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 25, 2025

Agenda Item: Interlocal Agreement with Orem for Emergency Water (Resolution 2025-35)

Department: Public Works

Presenter: Devan Peterson

Background/Discussion:

Since 1989, Vineyard City has relied on a series of agreements with Orem for water delivery. The 2011 agreement and 2013 memorandum supported limited wholesale and retail water services to Vineyard. The new 2025 Amended Interlocal Agreement limits Orem's water support to emergency wholesale supply only, ending regular retail and wholesale provision with the exception of one remaining retail connection at 720 South and Geneva Road until Vineyard water infrastructure reaches that property.

This agreement supports Vineyard's strategic shift to Central Utah Water Conservancy District (CUWCD) while preserving backup supply capacity and reinforces regional collaboration for emergency resilience.

KEY TERMS OF AGREEMENT

Emergency-Only Wholesale Water Service: Vineyard may access Orem water during emergency events via two existing metered interconnections.

Use: Use is subject to written request and approval by the Orem Public Works Director. Non-emergency connections without prior authorization are subject to a \$1,000/day fine.

Costs:

1. **Water Rate:** Vineyard pays the same rate as its CUWCD CWP (Central Water Project) rate for any water delivered.

2. **Maintenance & Repairs:** Vineyard reimburses Orem for all direct costs associated with maintenance of the metered connections and backflow equipment (materials, labor, contractor fees, equipment usage).

3. **Administrative Fee:** 17% markup on all reimbursable charges to cover administrative, legal, and supervisory overhead.

4. **Late Payments:** Subject to 12% annual interest; nonpayment may result in termination of the agreement.

Infrastructure Maintenance:

1. Orem maintains meters and backflow prevention assemblies.

2. Annual inspection and biannual calibration are required.

3. Reports are shared with Vineyard by April 30 each year.

Retail Service Exception: Orem will continue service only to the Geneva Road parcel until Vineyard infrastructure is within 300 feet, at which point the parcel must connect to the Vineyard Water System within one year.

Term: Agreement is effective through June 30, 2050, with early termination options available with notice.

This agreement secures emergency-only wholesale water access through two existing interconnections. It replaces prior agreements to align with Vineyard's transition to primary water service from the Central Utah Water Conservancy District (CUWCD) beginning July 1,

2025.

Fiscal Impact:

Funding for emergency water purchases will be drawn from the Water Enterprise Fund. This agreement is structured to provide cost-effective water supply support while minimizing capital expenditure on redundant infrastructure.

Recommendation:

Staff recommends the City Council approve the Interlocal Agreement with Orem City for emergency water supply and authorize the Mayor to sign the agreement.

Sample Motion:

"I move to adopt Resolution 2025-35, approving the emergency water supply agreement with Orem City and authorize the mayor to execute the agreement."

Attachments:

1. RES 2025-35 Amended ILA with Orem City for Emergency Water Connection
2. Orem-Vineyard ILA Emergency Water Supply

RESOLUTION NO. 2025-35

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDED INTERLOCAL AGREEMENT WITH OREM CITY FOR EMERGENCY WATER CONNECTION.

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, safety, and welfare of its residents has negotiated an amended agreement with Orem City for Emergency Water Connection

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 AMENDED INTERLOCAL AGREEMENT 2025, in the form attached hereto as Exhibit A.
2. This resolution shall take effect upon passing.

Passed and dated this 25th day of June 2025.

Mayor

Attest:

City Recorder



City of Orem
Agreement _____
City of Vineyard
Agreement _____

Amends and Supersedes:
City of Orem Agreement Nos: A-2011-
0073; A-07-0114; 91-C-659

AMENDED INTERLOCAL AGREEMENT 2025
(Orem/Vineyard Water Services)

This Amended Interlocal Agreement 2025 (the “Amended Interlocal Agreement”) is made and entered into this _____ day of June, 2025 (“Effective Date”) by and among the City of Orem, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as “Orem”), the Metropolitan Water District of Orem, a Utah corporation with its principal offices located at 1450 West 550 North, Orem, Utah 84057 (hereinafter referred to as “Metro”), and the City of Vineyard, a municipal corporation and political subdivision of the State of Utah with its principal offices located at 125 South Main Street, Vineyard, Utah 84059 (hereinafter referred to as “Vineyard”).

Background to Amended Interlocal Agreement 2025

Since 1989, Orem, Metro and Vineyard have executed several interlocal agreements and a memorandum of understanding regarding Orem’s provision of water services to Vineyard. The most recent interlocal agreement was the amended interlocal agreement dated June 28, 2011 (“2011 Agreement”). The memorandum of understanding is dated October 1, 2013 (“2013 Memorandum”). The 2011 agreement and the 2013 memorandum established comprehensive terms governing Orem and Metro’s provision of wholesale water and limited retail water services to designated areas in Vineyard for a defined period. Orem, Metro, and Vineyard now wish to amend the 2011 Agreement to clarify that Orem will only provide wholesale water to Vineyard on an emergency basis. Orem and Metro will not provide Vineyard with retail water. However, Orem will continue to provide individual retail water customers in Vineyard currently serviced by Orem with retail water until Vineyard can provide water to these properties.

RECITALS

WHEREAS, Orem operates a culinary water delivery system (the “Orem Water System”); and

WHEREAS, Vineyard will begin receiving wholesale water from the Central Utah Water Conservancy District (“CUWCD”) on July 1, 2025; and

WHEREAS, Vineyard desires to have Orem provide it with wholesale water only

during an emergency; and

WHEREAS, Orem and Metro will no longer provide Vineyard with wholesale water; and

WHEREAS, Orem and Metro have a good working relationship and have historically worked together in providing water services to residents and businesses in the City of Orem; and

WHEREAS, Orem and Metro desire to continue working together to provide water to Vineyard pursuant to this Amended Interlocal Agreement; and

WHEREAS, U.C.A. §10-8-14(2)(d) provides that cities may sell and deliver water “not required by the city or the city's inhabitants, to others beyond the limits of the city ...”; and

WHEREAS, Orem, Metro and Vineyard desire to enter into this Amended Interlocal Agreement which sets forth new terms and conditions under which Orem and Metro will provide culinary wholesale water service on an emergency basis to Vineyard; and

WHEREAS, Orem and Metro have studied and reviewed their current and future water resources, have considered the current and future needs of Orem water users, and have determined that they will have the ability to provide water to Vineyard pursuant to this Amended Interlocal Agreement; and

WHEREAS, it is the express intent of the Orem City Council and of the parties to this Amended Interlocal Agreement that (1) current and future water users in Orem will not be harmed or jeopardized by Orem and Metro's provision of water to Vineyard pursuant to this Amended Interlocal Agreement, and (2) Orem will not in any way subsidize water service to Vineyard, but will be fully reimbursed and compensated for providing water to Vineyard on an emergency basis; and

WHEREAS, Orem, Metro and Vineyard have each adopted resolutions authorizing their respective mayors or chairs to sign and enter into this Amended Interlocal Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Orem, Metro and Vineyard hereby agree and covenant as follows:

1. INTRODUCTION.

1.1. **Purposes of Amended Interlocal Agreement.** The purposes of this Amended Interlocal Agreement are as follows:

1.1.1. **Water service.** To provide Vineyard with water services on an emergency basis.

1.1.2. **Fair compensation.** To provide Orem with fair compensation for water services rendered to Vineyard.

1.1.3. **Reduce Conflict.** To reduce the possibility of future conflicts and disputes between the parties by detailing the services that Orem and Metro will provide to Vineyard, specifying the amount that Vineyard will pay Orem, and outlining the respective rights and obligations of the parties.

1.1.4. **Remedies.** To provide specific remedies for failure to perform pursuant to this Amended Interlocal Agreement.

1.2. **Definitions.** The following definitions shall apply to this Amended Interlocal Agreement:

1.2.1. **“Actual Hourly Rate”** means the total salary and benefits that Orem pays a given employee, calculated as an hourly rate. Salary and benefits mean the dollar value of every financial remuneration or benefit that Orem pays or sets aside for its employees, including salary, wages, overtime, comp time, health insurance, life insurance, State retirement, alternate retirement, deferred compensation, Medicare, Social Security, long- and short-term disability, unemployment, vacation, sick leave, and holiday pay. The intent of this definition is to be all- inclusive; any type of employee compensation inadvertently left out of this definition shall be included in the Actual Hourly Rate. The Actual Hourly Rate for a given employee shall change as the employee's salary and benefits change and may even change part way through Orem's fiscal year.

1.3. **Term.**

1.3.1. **Term.** The term (“Term”) of this Amended Interlocal Agreement shall begin on the date that all parties have signed the Interlocal Agreement and shall end on June 30, 2050. This Amended Interlocal Agreement may be terminated before the end of the Term only as provided for in this Amended Interlocal Agreement.

1.3.2. **Termination Prior to the Expiration of the Term.** Either party may terminate this Amended Interlocal Agreement prior to the expiration of the Term, without penalty provided that the terminating party gives 30 days written notice of such termination to the other party as required by section

4.15 herein.

- 1.3.3. **Enforcement After Termination.** Any outstanding obligations, such as the obligation to make payments pursuant to this Amended Interlocal Agreement, may be contractually enforced after the expiration of the Term or after termination of this Amended Interlocal Agreement.
- 1.3.4. **Previous Agreements.** This Amended Interlocal Agreement supersedes and replaces the 2011 Agreement and all other agreements relating to Orem and Metro providing water to Vineyard.
- 1.4. **Interlocal Co-operation Act.** The following provisions are included in this Amended Interlocal Agreement to comply with the requirements of the Interlocal Co-operation Act:
 - 1.4.1. **No Separate Entity.** This Amended Interlocal Agreement does not establish a separate legal or administrative entity.
 - 1.4.2. **No Separate Budget.** There shall not be a separate budget to carry out the terms of this Amended Interlocal Agreement, but each party shall fund and pay for its respective responsibilities pursuant to this Amended Interlocal Agreement.
 - 1.4.3. **Filing.** Orem, Metro and Vineyard shall each immediately file a copy of this Amended Interlocal Agreement with the keeper of the records for their respective entities.
 - 1.4.4. **Joint Board.** The parties hereby establish a joint board to administer this co-operative undertaking. The board shall consist of three (3) members. Orem shall appoint one (1) board member, Metro shall appoint one (1) board member, and Vineyard shall appoint one (1) board member. Each party shall designate its board member(s) in writing to the other parties. A party may change its board member(s) at any time. The joint board shall meet as necessary to discuss the implementation of this Amended Interlocal Agreement and to attempt to resolve any disputes related to this Amended Interlocal Agreement.
 - 1.4.5. **Property.** Each of the parties shall retain ownership of their respective real and personal property.
 - 1.4.6. **Adoption Requirements.** This Amended Interlocal Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code Annotated, 1953 as amended, and (d) filed in the official records of each party.

2. RETAIL WATER SERVICES

2. **Retail Water Services.** Orem and Metro shall not provide Vineyard with culinary water on a retail basis. However, Orem shall continue to provide retail water service to the existing connection at 720 S. and Geneva Road; Orem shall not provide retail water service to any new Geneva Road connections. New water service to parcels of property in Vineyard must connect directly to the Vineyard Water System.
 - 2.1. **Billing.** Orem shall continue to directly bill the water user 200% of the amount Orem charges for the same type of connection in Orem and shall be automatically adjusted whenever Orem adjusts its water fees.
 - 2.2. **Termination of Retail Water Services.** The parties acknowledge their intent to eventually have Vineyard provide all retail water services within Vineyard. To give Vineyard time to make this transition, the parties agree that Orem will continue providing retail water service to parcels in Vineyard pursuant this Section 2 until any portion of the Vineyard Water System comes within three hundred three feet (300') of the affected parcel. The measurement shall be made along existing rights-of-way from the point on the Vineyard Water System closest to the parcel being served to the point where the parcel's water lateral connects to the Orem Water System. Within one year of the time that the Vineyard Water System comes within 300' of such a parcel being served, Orem shall discontinue providing retail water service to that parcel, and Vineyard shall, at its own expense, connect the parcel to the Vineyard Water System.

3. WHOLESALE WATER SERVICES

3. **Wholesale Water Services.** Orem and Metro shall provide wholesale culinary water to Vineyard on a limited emergency basis only. Active physical connections between the Vineyard Water System and the Orem Water System shall not be allowed.
 - 3.1. **Interconnections Allowed for Temporary Emergency Use.** Two metered connections from the Orem Water System to the Vineyard Water System at Orem's 400 South Street and at the intersection of Vineyard's Mill Road/Orem's Center Street and Geneva Road are in place to provide water on a limited emergency basis. A third unmetered connection near the boundary of Orem and Vineyard at approximately 2125 West 475 South in Orem will be removed by Orem at Vineyard's expense. For purposes of this Amended Interlocal Agreement, limited-use interconnections shall mean connections that may only be opened temporarily during times of emergency. Any use during an emergency situation must meet the following requirements:
 - 3.1.1. **Determination of Emergency Situation:** Emergency situations will be solely determined by the Orem Public Works Director or their designee.
 - 3.1.2. **Notification of Use.** Vineyard will request that Orem open an interconnection for an emergency situation in writing specifying (1) the desired location of the connection to be opened, (2) the reason for the

connection to be opened, and (3) the anticipated length of time during which the connection will be open.

- 3.1.3. **Improper Use of Limited-use Interconnection.** If any portion of the Vineyard Water System is connected to the Orem System under non-emergency conditions without Orem City's approval, Vineyard agrees that it will pay Orem a \$1,000.00 per day fine, adjusted for inflation from the date this agreement was signed, until the connection is closed. If a limited-use interconnection is improperly opened for more than ten (10) days, or if there is more than one occurrence of when a limited-use interconnection is improperly opened, then Orem shall have the right to remove all limited-use interconnections. Under such circumstances, Orem shall bill Vineyard for the cost of removing the limited-use interconnection, and Vineyard shall pay Orem the removal cost within thirty (30) days of receipt of the bill.

- 3.2. **Infrastructure Maintenance.** There are currently two metered connections from the Orem Water System to the Vineyard Water System at Orem's 400 South Street and at the intersection of Vineyard's Mill Road/Orem's Center Street and Geneva Road. Vineyard agrees to pay for the regular maintenance as determined by Orem.

- 3.2.1. **Maintenance of Master Water Meters, Backflow Assemblies, Remote Radio Read Equipment and other Associated Appurtenances.** In order to ensure the integrity of the Orem Water System, Orem shall maintain, repair, and replace the master water meters, backflow assemblies, remote radio read equipment, and any other associated appurtenances as determined by Orem. In addition to the general maintenance responsibilities for master water meters, Orem shall inspect and test each master water meter and related backflow assembly as follows:

- 3.2.2. **Backflow Assemblies.** Orem shall have each backflow assembly associated with a master water meter inspected and tested annually by a certified backflow technician. The inspection shall take place in March of each year. If the inspection reveals that the backflow assemblies are not functioning properly, Orem shall immediately remedy the problem. Orem shall, by April 30 of each year, send Vineyard a copy of the certified backflow technician's report verifying that the backflow assemblies are functioning properly.

- 3.2.3. **Calibration of Master Water Meters.** Orem shall have each master water meter calibrated by a qualified calibration technician. The calibration shall take place in March of every even numbered year. Orem shall, by April 30 of each year that the master water meter is calibrated, send Vineyard a copy of the qualified calibration technician's report verifying that the master water meters are properly calibrated. Vineyard may, at any time and at its own expense, audit the master water meters to ensure that they are functioning properly.

- 3.2.4. **Master Water Meter Reading.** Orem shall read the master water meters after the emergency situation has ended. Vineyard shall have the right, at its own expense, to audit Orem's master water meter reads, Orem's records

related to the master water meter reads, and the accuracy of the master water meters.

3.3. **Costs.** Vineyard shall pay the following costs:

3.3.1. **Water Cost of Orem Water.** The Water Cost for Orem Water shall be the cost of water paid by Vineyard for CWP water. The CWP water rate schedule shall be provided to Orem upon its request.

3.3.2. **Maintenance Costs.** Vineyard shall pay Orem for Orem's costs in maintaining, repairing, removing, replacing, testing, and calibrating the master water meters and related backflow assemblies, remote radio read equipment, and any other associated appurtenances as determined by Orem.

3.3.2.1. **Calculation of Reimbursement.** Vineyard's reimbursement to Orem for Maintenance Costs shall be calculated by adding the following costs:

3.3.2.1.1. **Materials and Supplies.** The cost of materials and supplies used in the installation and maintenance. "Maintenance" includes installing, maintaining, repairing, replacing, testing, and calibrating the master water meters and related backflow assemblies, remote radio read equipment, and any other associated appurtenances as determined by Orem.

3.3.2.1.2. **Orem Employees.** The Actual Hourly Rate of Orem employees performing the maintenance, based on the number of hours spent on the maintenance.

3.3.2.1.3. **Contractors.** The actual cost of any contractors hired by Orem to perform the maintenance.

3.3.2.1.4. **Equipment.** For any Orem equipment used by Orem in completing the maintenance, Vineyard shall pay Orem the standard equipment usage rate established in Orem's annual budget (if a standard rate has not been established in the annual budget for a particular piece of equipment, the rate shall be the current rental rate charged by equipment rental companies in the area.) For any rental equipment leased by Orem to complete the maintenance, Vineyard shall pay Orem the actual rental cost of the equipment.

3.3.3. **Administrative Fee.** Vineyard shall pay Orem an administrative fee of seventeen percent (17%) on all charges levied in Section 3, the Administrative Fee compensates Orem for the cost of the administrative, financial, legal, and supervisory services provided by Orem to Vineyard. Orem can make adjustments to this fee on an annual basis.

3.3.4. **Other Costs.** The parties have attempted to include all costs that Vineyard will be required to pay Orem to receive water pursuant to this Amended Interlocal Agreement. In the event that the parties have inadvertently left out or failed to identify any costs that Orem must pay to third parties related to Orem's provision of water to Vineyard on an emergency

basis, or in the event that new costs are added in the future by third parties, Orem and Vineyard agree that this Amended Interlocal Agreement requires Vineyard to (1) reimburse Orem for all of Orem's actual costs paid to third parties related to the acquisition, treatment and delivery of Orem Water to Vineyard, plus (2) pay Orem the costs, fees and penalties assessed by Orem pursuant to this Amended Interlocal Agreement.

3.4. Payments to Orem. The parties agree that all payments made by Vineyard pursuant to this Amended Interlocal Agreement shall be made directly to the City of Orem.

3.4.1. Billing. As costs accrue to Orem for maintenance or the delivery of water, Orem shall bill Vineyard. Such bill shall be sent to the Vineyard Public Works Director and Finance Director by email or to the address listed for notices in section 4.15. Vineyard shall have 30 days in which to make payment.

3.4.2. Failure to Make Payments. Failure to make payments pursuant to this Amended Interlocal Agreement shall be grounds for terminating this Amended Interlocal Agreement. Before terminating this Amended Interlocal Agreement for failure to make payments, Orem shall give Vineyard's mayor written notice of the amount owed and shall give Vineyard thirty (30) days to bring the payments current (including any accrued interest). If Orem terminates this Amended Interlocal Agreement for nonpayment, Vineyard will still owe Orem for unpaid services provided prior to termination.

3.4.3. Interest. Interest shall accrue on late payments at the rate of twelve percent (12%) per annum. Interest shall begin accruing after the due date.

4. GENERAL PROVISIONS

4.1. Lawful Agreement. The parties represent that they have lawfully entered into this Amended Interlocal Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation.

4.2. Utah Law. This Amended Interlocal Agreement shall be interpreted pursuant to Utah law.

4.3. Time of Essence. Time shall be of the essence of this Amended Interlocal Agreement.

4.4. Attorney's Fees. If either party retains, uses or consults an attorney because of the default, breach or failure to perform of the other party to the Interlocal Agreement, then the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

4.5. Interpretation of Amended Interlocal Agreement. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all

genders. The paragraph and section headings in this Amended Interlocal Agreement are for convenience only and do not constitute a part of the provisions hereof.

- 4.6. **No Presumption.** All parties have participated in preparing this Amended Interlocal Agreement. Therefore, the parties stipulate that any Court interpreting or construing the Interlocal Agreement shall not apply the rule of construction that the Interlocal Agreement should be more strictly construed against the drafting party.
- 4.7. **Amendments.** This Amended Interlocal Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.
- 4.8. **No Assignment.** This Amended Interlocal Agreement shall not be pledged or assigned without the prior written consent of all other parties.
- 4.9. **Binding Agreement.** This Amended Interlocal Agreement shall be binding on the heirs, successors, administrators and assigns of each of the parties.
- 4.10. **Integrated Contract.** The parties acknowledge and agree that this Amended Interlocal Agreement, including the referenced attached exhibits, constitutes a complete integrated contract between the parties and is intended to be the final expression of their agreement.
- 4.11. **Incorporation of Recitals.** The Recitals to this Amended Interlocal Agreement are hereby incorporated into the Covenants section of this Interlocal Agreement as if fully set forth herein.
- 4.12. **Indemnification.** Orem agrees to provide water service to Vineyard according to the same standards that it provides such services to Orem residents. Vineyard acknowledges and accepts that disruptions in service sometimes occur and that Orem will not be liable to Vineyard or Vineyard water users for any such disruptions in service, provided that Orem attempts to resolve the disruption in service according to the same standards that it resolves disruptions in service to the portions of the water system serving Orem residents. Vineyard agrees to indemnify and hold Orem, its officers, employees, agents and volunteers harmless from and against any claim, suit, fine or damage resulting from or related to (1) any disruption in service to Vineyard, regardless of the source of the disruption, (2) any event occurring within the boundaries of Vineyard (such as a broken water line located in Vineyard), (3) backflow or cross-connections between the Vineyard Water System and the Orem Water System, (4) a violation of an "at the tap" water quality measurement (such as the Safe Drinking Water Act) taken in Vineyard, (5) the quality or quantity of water provided to Vineyard water users (this provision does not limit Vineyard's right to enforce this Amended Interlocal Agreement), (6) anything related to the Vineyard Water System, including the construction, maintenance, use and operation of the Vineyard Water System, (7) any contamination of Orem Water caused by the mixing of Orem Water and water from any other source at one of the limited-use interconnections, and (8) the termination of this Interlocal Agreement for any of

the reasons set forth in the Interlocal Agreement.

- 4.13. **Easements.** Vineyard hereby grants Orem an easement to use 400 South and any public road in Vineyard to construct, maintain and replace water and sewer lines designed to serve Orem residents and businesses. Vineyard agrees that Orem may also negotiate and use private easements in Vineyard for such purposes. Orem shall provide notice to Vineyard before negotiating any such private easement. Orem shall not exercise eminent domain in Vineyard to acquire any such private easement without Vineyard's written consent.

- 4.14. **Termination of Interlocal Agreement.** . Should this Amended Interlocal Agreement be terminated by any party, Vineyard shall be responsible to remove all master water meters and related backflow assemblies, remote radio read equipment, and any other associated appurtenances as determined by Orem.

- 4.15. **Notices.** All notices, reports, and bills related to this Amended Interlocal Agreement shall be delivered to the following party representatives. Any party may unilaterally change its designated representative(s) upon written notice to the other parties.

City of Orem

City Manager
56 North State Street
Orem, UT 84057 (801) 229-7035

Public Works Director
1450 West 550 North
Orem, UT 84057
(801) 229-7506

Metropolitan Water District of Orem

1450 West 550 North
Orem, UT 84057
(801) 221-0837

City of Vineyard

City Manager
125 South Main Street,
Vineyard, Utah 84059

Public Works Director
707 E. Mill Rd,
Vineyard, UT 84059

IN WITNESS WHEREOF, the Parties have executed this Water Supply Agreement as of the Effective Date first set forth above.

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

METROPOLITAN WATER DISTRICT OF OREM

By: _____
KC Shaw, Chairman

ATTEST:

By: _____
Ruth Ann Ivie, Secretary

CITY OF OREM

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

City of Orem, UTAH

By: _____
David A. Young
Mayor

ATTEST:

By: _____
Teresa McKitrick
Orem City Recorder

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

By: _____
Steven C. Earl
Orem City Attorney

CITY OF VINEYARD

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

City of Vineyard, UTAH

By: _____
Julie Fullmer
Vineyard Mayor

ATTEST:

By: _____
Pamela Spencer
Vineyard City Recorder

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

By: _____
Jayme Blakesley
Vineyard City Attorney



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 25, 2025

Agenda Item: Consideration of a Resolution to Enter into a Lease/Purchase Agreement for City Vehicles with Zions Bank (Resolution 2025-38)
Fiscal Impact - Interest payment of \$9,950 annually. Principal and Interest of \$60,616.67 annually. Funds accounted in the approved FY25 Budget

Department: Public Works

Presenter: Naseem Ghandour

Background/Discussion:

On April 30, 2025, the Vineyard City Council adopted Resolution 2025-21, approving a Lease Agreement with Ken Garff Ford for municipal vehicles across multiple departments. The agreement provides for three-year lease terms, government pricing, and end-of-lease buy-back options under a repurchase agreement with Ken Garff Ford.

As part of this lease program, the City will finance the vehicles through Zions Public Finance Corporation. Ken Garff has provided lease estimates using the 4.67% interest rate with Zions and Ford Motor interest rate. The City intends to move forward using the 4.67% rate provided in coordination with Zions.

Vehicles to be Financed

Vehicle Type	Department	Quantity	Annual Lease Estimate (Each)	Zion Financial Annual Interest Amount	Ford Motor Corp Annual Interest Amount
Ford Explorer Active AWD	Planning	1	\$8,616.67	\$1,450	\$1,600
Ford F-150 XLT, SuperCrew, 4WD	Engineering	1	\$10,400	\$1,700	\$1,900
Ford F-150 XLT, SuperCrew, 4WD	Maintenance	1	\$10,400	\$1,700	\$1,900
Ford F-150 XLT, SuperCrew, 4WD	Streets	1	\$10,400	\$1,700	\$1,900
Ford F-150 XLT,	Water	2	\$10,400 each	\$1,700 each	\$1,900 each

SuperCrew, 4WD					
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To facilitate financing of the lease, the City is coordinating with Zions Public Finance Corporation. In response, Ken Garff Ford has provided a complete financing package including:

1. Zions Bank Lease Purchase Financing Schedule.
2. Two lease estimates, one at a 4.6% interest rate based on Vineyard's discussion with Zions and another at Ken Garff's internal estimate.
3. Copies of the Manufacturer's Vehicle Contracts (MVCs) for all six units, which are listed in the Repurchase Agreement.
4. A draft Repurchase Agreement, outlining guaranteed buy-back values for each of the six vehicles at the end of the lease term.

Fiscal Impact:

Interest payment of \$9,950 annually. Principal and Interest of \$60,616.67 annually. Funds accounted in the approved FY25 Budget

Recommendation:

Staff recommends the City Council authorize the City Manager to execute the financial lease agreement with Zions Public Finance Corporation and finalize the supporting documentation for vehicle financing and repurchase with Ken Garff Ford.

Sample Motion:

"I move to adopt Resolution 2025-38 authorizing the City Manager to enter into a financial lease agreement with Zions Public Finance Corporation for the financing of six municipal vehicles, in accordance with Resolution 2025-21 and the terms outlined in the Ken Garff Ford Master Lease and Repurchase Agreements."

Attachments:

1. RES 2025-38 Zions Bank Lease-Purchase
2. Zions Bank - Vineyard Vehicles Lease Terms
3. Vineyard Estimate 2025
4. Vineyard MVCs 2025
5. Vineyard Buy Back 2025

RESOLUTION 2025-38

A RESOLUTION OF THE VINEYARD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH ZIONS BANK

WHEREAS, the City Council finds that the City of Vineyard ("City") is a municipal corporation duly organized and existing under the laws of Utah; and

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10- 3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds it necessary to address certain Vehicle Lease needs within the city; and,

WHEREAS, the City Council of Vineyard has determined that the leasing of the property described in the Vehicle Lease Terms attached as Exhibit A and entering into an lease/purchase agreement with Zions Bank is for a valid public purpose and is essential to the operations of the City; and

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

Section 1. That the City Manager is hereby authorized and directed to enter into a lease/purchase agreement with Zions Bank for the city vehicle leasing terms as described in the Vehicle Lease Terms attached as Exhibit A

Section 3. This resolution shall take effect upon passing.
Passed and dated this 25th day of June 2025.

Julie Fullmer, Mayor

Attest:

Pamela Spencer, City Recorder

City of Vineyard, Utah

\$251,870 Equipment Lease Purchase
Series July 23, 2025

Table of Contents

Report	
Debt Service Schedule	1
Pricing Summary	2
Sources & Uses	3



City of Vineyard, Utah

\$251,870 Equipment Lease Purchase
Series July 23, 2025

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/23/2025	46,406.97	-	-	-	-
07/23/2026	36,791.29	4.680%	9,615.67	46,406.96	46,406.96
07/23/2027	38,513.13	4.680%	7,893.84	46,406.97	46,406.97
07/23/2028	63,591.27	4.680%	6,091.42	69,682.69	69,682.69
07/23/2029	66,567.34	4.680%	3,115.35	69,682.69	69,682.69
Total	\$251,870.00	-	\$26,716.28	\$232,179.31	-

Yield Statistics

Bond Year Dollars	\$570.86
Average Life	2.778 Years
Average Coupon	4.6799997%
Net Interest Cost (NIC)	4.6799997%
True Interest Cost (TIC)	4.6264888%
Bond Yield for Arbitrage Purposes	4.6264888%
All Inclusive Cost (AIC)	4.6264888%

IRS Form 8038

Net Interest Cost	4.6799997%
Weighted Average Maturity	2.778 Years



City of Vineyard, Utah

\$251,870 Equipment Lease Purchase
Series July 23, 2025

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
07/23/2029	Term 1 Coupon	4.680%	4.680%	205,463.03	100.000%	205,463.03
Total	-	-	-	\$205,463.03	-	\$205,463.03

Bid Information

Par Amount of Bonds	\$205,463.03
Gross Production	\$205,463.03
Bid (100.000000%)	205,463.03
Total Purchase Price	\$205,463.03
Bond Year Dollars	\$570.86
Average Life	2.778 Years
Average Coupon	4.6799997%
Net Interest Cost (NIC)	4.6799997%
True Interest Cost (TIC)	4.6264888%



City of Vineyard, Utah

\$251,870 Equipment Lease Purchase
Series July 23, 2025

Sources & Uses

Dated 07/23/2025 | Delivered 07/23/2025

Sources Of Funds	
Par Amount of Bonds	\$251,870.00
Total Sources	\$251,870.00
Uses Of Funds	
Deposit to Project Construction Fund	251,870.00
Total Uses	\$251,870.00



Quote Prepared For: City of Vineyard

5/28/2025

Model Year	Make	Model	Drive	Trim	Equipment Spec	MSRP	State Discount	Vehicle	Equipment	Total	Lease Term Years	Agreed Upon Mileage Cap	Ken Garff Buyback	Depreciation	Depreciation /Yr	Est. Interest /Yr	Est. Payment /Yr
2025	FORD	EXPLORER	4x4	SUV / ACTIVE	ADMIN	\$49,900.00	\$2,400.00	\$47,500.00	\$0.00	\$47,500.00	3	36000	\$26,000.00	\$21,500.00	\$7,166.67	\$1,450.00	\$8,616.67
						Quantity:	1	\$47,500.00	\$0.00	\$47,500.00		Quantity:	1	\$21,500.00	\$7,166.67	\$1,450.00	\$8,616.67
2025	FORD	F-150	4x4	XLT 302A	MAINTENANCE	\$64,560.00	\$7,710.00	\$56,850.00	\$0.00	\$56,850.00	3	36000	\$30,750.00	\$26,100.00	\$8,700.00	\$1,700.00	\$10,400.00
						Quantity:	5	\$284,250.00	\$0.00	\$56,850.00		Quantity:	5	\$130,500.00	\$43,500.00	\$8,500.00	\$52,000.00

Total Units:	6
Total Purchase:	\$331,750.00
Total Buy Back:	\$179,750.00
Total /Yr Payment:	\$60,616.67

**** Interest Estimate calculation based off of customer provided estimated rate of 4.6%**
This worksheet is for illustration only and should be veiwed only as an approximation.
This worksheet is not to be viewed as an offer, contract or quote.
This Worksheet is not an approval for lending, does not reflect bank fees or lending intrrest charges.

X

APPROVAL SIGNATURE

APPROVED BY

NAME:

TITLE:

X

QUOTE PREPARED BY: ZACH MADSEN

TITLE: DIRECTOR OF FLEET SALES

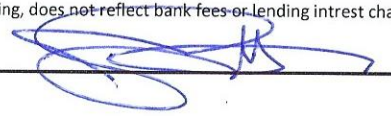
KEN GARFF CHEVROLET & FORD, AMERICAN FORK, UT

Model Year	Make	Model	Drive	Trim	Equipment Spec	MSRP	State Discount	Vehicle	Equipment	Total	Lease Term Years	Agreed Upon Mileage Cap	Ken Garff Buyback	Depreciation	Depreciation /Yr	Est. Interest /Yr	Est. Payment /Yr
2025	FORD	EXPLORER	4x4	SUV / ACTIVE	ADMIN	\$49,900.00	\$2,400.00	\$47,500.00	\$0.00	\$47,500.00	3	36000	\$26,000.00	\$21,500.00	\$7,166.67	\$1,600.00	\$8,766.67
						Quantity: 1		\$47,500.00	\$0.00	\$47,500.00		Quantity: 1		\$21,500.00	\$7,166.67	\$1,600.00	\$8,766.67
2025	FORD	F-150	4x4	XLT 302A	MAINTENANCE	\$64,560.00	\$7,710.00	\$56,850.00	\$0.00	\$56,850.00	3	36000	\$30,750.00	\$26,100.00	\$8,700.00	\$1,900.00	\$10,600.00
						Quantity: 5		\$284,250.00	\$0.00	\$56,850.00		Quantity: 5		\$130,500.00	\$43,500.00	\$9,500.00	\$53,000.00

Total Units:	6
Total Purchase:	\$331,750.00
Total Buy Back:	\$179,750.00
Total /Yr Payment:	\$61,766.67

This worksheet is for illustration only and should be viewed only as an approximation.
This worksheet is not to be viewed as an offer, contract or quote.
This Worksheet is not an approval for lending, does not reflect bank fees or lending interest charges.

X 
APPROVAL SIGNATURE
APPROVED BY NAME: George Schramm
TITLE: Maintenance Manager

X 
QUOTE PREPARED BY: ZACH MADSEN
TITLE: DIRECTOR OF FLEET SALES
KEN GARFF CHEVROLET & FORD, AMERICAN FORK, UT

SELLER/DEALER:

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

MOTOR VEHICLE CONTRACT OF SALE

05/02/2025
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	05/02/2025		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 ** If lease, no tax credit
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)	
DAY02 MONTHMAY YEAR2025	47505.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN					
<input type="checkbox"/> 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 <input checked="" type="checkbox"/>	AS FOLLOWS <input type="checkbox"/>
------------------------	--	-------------------------------------

Purchaser has arranged insurance on vehicle through GOV 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

SIGNATURE OF CO-PURCHASER

DATE 05/02/25

VEHICLE TO BE TITLED IN NAME OF

SIGNATURE OF SELLER

DATE 05/02/25

CITY OF VINEYARD

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

Page 64 of 122

SELLER/DEALER:

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

MOTOR VEHICLE CONTRACT OF SALE

05/27/2025
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 #: 171983

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
1FTFW3L88SFB01038			5		1FT2699	05/27/2025		KENNY P SIMEONA

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
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	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	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
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)	
DAY27 MONTHMAY 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

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 throughGOVinsurance 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

SIGNATURE OF CO-PURCHASER

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

CITY OF VINEYARD

VEHICLE TO BE TITLED IN NAME OF

SIGNATURE OF SELLER

DATE 05/27/25

Page 65 of 122

SELLER/DEALER:

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

MOTOR VEHICLE CONTRACT OF SALE

05/27/2025
DATE OF SALE:

CITY OF VINEYARD

PURCHASER'S NAME

125 SOUTH MAIN STREET

STREET ADDRESS

VINEYARD UTAH UT 84059

CITY

COUNTY

STATE

ZIP CODE

(801) 471-9834

RES. PHONE

(801) 471-9834

BUS. PHONE

CUSTOMER #: 1517706

DEAL #: 171981

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
1FTFW3L80SFB01342			5		1FT2700	05/27/2025		KENNY P SIMEONA

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
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	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	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
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)	
DAY27 MONTHMAY 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

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 ☐

SELLER/DEALER:

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

MOTOR VEHICLE CONTRACT OF SALE

05/27/2025
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 #: 170573

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
V.I.N.			ODOMETER		STOCK NO.	DEL. DATE		SALESPERSON
1FTFW3L8XSKD66082			5		1F50194	05/27/2025		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
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	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	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
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)	
DAY 27 MONTH MAY YEAR 2025	56855.00

THIS SECTION FOR SELLER'S USE ONLY PERTAINING TO TRADE-IN					
<input type="checkbox"/> 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 <input checked="" type="checkbox"/>	AS FOLLOWS <input type="checkbox"/>
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SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

05/27/2025

DATE OF SALE:

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

CITY OF VINEYARD
PURCHASER'S NAME
125 SOUTH MAIN STREET
STREET ADDRESS
VINEYARD UTAH UT 84059
CITY COUNTY STATE ZIP CODE
(801) 471-9834 (801) 471-9834
RES. PHONE BUS. 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	
1FTFW3L89SKD64419			5		1F50208		05/27/2025	
							SALESPERSON	
							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
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	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	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
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)	
DAY 27 MONTH MAY YEAR 2025	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

FINANCING DISCLOSURE

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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 ☐

SELLER/DEALER:

MOTOR VEHICLE CONTRACT OF SALE

05/27/2025
DATE OF SALE:

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

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

CUSTOMER #: 1517706
DEAL #: 170569

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	
1FTFW3L85SKD66183			5		1F50207		05/27/2025	
							SALESPERSON	
							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
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	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	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
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)	
DAY 27 MONTH MAY YEAR 2025	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 ☐

Vehicle Repurchase Option Agreement

THIS VEHICLE REPURCHASE OPTION AGREEMENT (this "*Agreement*") is made effective 28 May 2025 between the **CITY OF VINEYARD**, a Utah municipality whose address is 125 South Main Street, Vineyard, UT 84059 ("*City*"), and **GARFF ENTERPRISES, INC.**, a Utah corporation whose address 111 East Broadway, Suite 900, Salt Lake City, UT 84111 ("*Garff*").

RECITALS:

A. City is in the process of re-outfitting its police department and its public works department with approximately 6 motor vehicles for use by city employees in performing those departments' governmental functions, which vehicles are particularly described on the attached exhibit. The vehicles so described, together with any other mutually-agreed additions to such list, are called the "*Vehicles*" in this Agreement.

B. City desires to lease (rather than purchase) the Vehicles and the option to rotate the Vehicles every 3 years to better assure dependability and reduced maintenance costs.

C. Zions Bancorporation, N.A. ("*Lessor*") has proposed to lease the Vehicles to City for a 3 year term under that certain "Lease/Purchase Agreement" (the "*Lease*") to be dated on or about May 28, 2025 between Lessor, as lessor, and City, as lessee. The Lease effectively will result in the City's purchase of the Vehicles upon expiration of the Lease, likely between 1 May 2028 - 1 July 2028 (the "*Repurchase Date*").

D. Garff owns one or more new motor vehicle dealerships and desires to supply the Vehicles to Lessor for City's ultimate use.

E. City is willing to enter into the Lease only if, *inter alia*, (1) Lessor irrevocably agrees to initially purchase the Vehicles from Garff, and (2) Garff irrevocably agrees to repurchase from Lessor (or from City, if required by the Lease) such of the Vehicles as City designates, at City's option, for the Repurchase Price (defined below) on the Repurchase Date.

F. To induce City to enter into the Lease with Lessor, and to induce Lessor to thereupon purchase the Vehicles from Garff, Garff desires to irrevocably agree to repurchase such of the Vehicles as City designates, at City's option, for the Repurchase Price on the Repurchase Date as specified in this Agreement.

G. The parties desire to set forth herein their entire agreement concerning the repurchase of the Vehicles and all related dealings between City and Garff. This Agreement shall supersede all prior negotiations or agreements between the parties, oral and/or written, concerning the subject matter of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Vehicles.** City hereby irrevocably agrees (a) to cause Lessor to purchase from Garff or its affiliated dealership(s) the Vehicles specified on the attached exhibit (as the same may be amended from time to time), and (b) to lease the Vehicles from Lessor as specified in the Lease. The two Vehicles missing VINs on the attached exhibit will be identified upon their delivery by Garff to City, and such exhibit shall be deemed amended accordingly without further action by the parties.

Section 2. **Duty to Repurchase.** To induce City to act as provided in section 1 above, Garff hereby irrevocably agrees to repurchase from Lessor, City or any other seller under the Lease such of the Vehicles as City designates, at City's option, on or after (as designated by City) the Repurchase Date, subject to the following requirements:

(a) **Vehicles Repurchased.** The Vehicles to be repurchased to Garff hereunder shall be those Vehicles designated by City, at City's option, from time to time, which may include none, some or all of the Vehicles identified on the attached exhibit.

(b) **Purchase Price.** The Repurchase Price to be paid by Garff for all of the Vehicles totals **\$179,750.00**. If City elects to require Garff to repurchase less than all of the Vehicles, then the total Repurchase Price to be paid by Garff shall be appropriately reduced by the repurchase values shown on the attached exhibit in connection with closing of Garff's repurchase from City of the balance of the Vehicles.

(c) **Mileage.** If a Vehicle has over 36,000 odometer miles, the Repurchase Price for that Vehicle shall be reduced by a charge of twenty cents (\$.25) per excess mile.

(d) **Condition.** Each Vehicle shall be in condition to pass standard Utah State motor vehicle safety and emissions inspections of the type annually required for each registered motor vehicle. City may, at its option and cost, obtain and supply such current inspections to Garff on the Repurchase Date. City shall be responsible for repairing, at City's cost, any defects caused by City's use of a Vehicle which prevent the Vehicle from passing such inspections.

(e) **Equipment.** Each Vehicle is equipped with manufacturer-installed, "factory" equipment ("Factory Equipment"); additional equipment installed by Vehicle Lighting Solutions (such as police emergency lighting, sirens, prisoner cages, computer mounting equipment, K-9 cages, weapons storage vaults) ("VLS Equipment"); and other equipment and items, such as decals ("Other Items"). Each Vehicle shall be surrendered by City with all Factory Equipment attached and in good working condition. All VLS Equipment and Other Items may be removed from the Vehicles prior to their surrender at City's cost, for re-use on City's future vehicles: radios and antennas. No Other Items shall be removed from the Vehicles prior to their surrender.

(f) **Body/Glass Damage.** Body damage to a Vehicle (except for reasonable wear), excessive holes not attributable to equipment installations previously agreed to by Garff, and broken or chipped glass shall be repaired at City's cost.

(g) **Closing.** Closing of Garff's repurchase of Vehicles hereunder shall be at such time, on such date, and at such place in Salt Lake County, Utah as City may specify upon at least five business days' prior notice to Garff. Upon Repurchase City agrees to provide Garff with Clean Titles for each vehicle repurchased. Vehicles with "Salvage Titles" or "Branded Titles" are not eligible for Repurchase.

Section 3. **Possible Future Lease**. Upon termination and satisfaction of the Lease, Garff and City may elect to enter into a new lease/re-purchase transaction with Lessor (or another lessor) to provide a new pool of vehicles for City on such terms and conditions as may be mutually agreed by such parties at that time, the parties acknowledging that pricing may be affected by factors such as then-current interest rates and intervening variances in the cost of vehicles and equipment.

Section 4. **Condition Precedent**. The performance of each party's obligations hereunder is conditioned on full execution and delivery of the Lease by City and Lessor effectively contemporaneously herewith.

Section 5. **City's Representations and Warranties**. City hereby represents and warrants to Garff as follows, and covenants that the same are true and accurate as of the date hereof:

(a) **Status**. City is a Utah municipality that is duly organized, validly existing and in good standing. City is empowered by applicable law, and by resolution of its city council, to enter into and perform under this Agreement.

(b) **Binding Agreement**. Upon its full execution and delivery, this Agreement and the obligations contemplated herein shall be legal, valid and binding obligations of City and shall be enforceable against City in accordance with their respective terms.

(c) **Other Agreements**. The execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in a breach of or constitute a default under any agreement or instrument to which City is a party or by which City is bound, in a manner which would impair the consummation of this Agreement or the performance of City's obligations hereunder.

(d) **Suits and Proceedings**. There are no suits or proceedings pending or threatened in any court or before any administrative board, commission, or by any federal, state or other governmental department or agency, which directly or indirectly affect or involve City and which, if determined adversely, would have an adverse effect on the transactions contemplated by this Agreement.

(e) **Third Party Approvals**. Except as otherwise specified herein, no consents or approvals of any third party or parties are required prior to the execution, delivery and performance by City of this Agreement and any other documents contemplated hereby.

Section 6. **Garff's Representations and Warranties**. Garff hereby represents and warrants to City as follows, and covenants that the same are true and accurate as of the date hereof:

(a) **Status**. Garff is a Utah corporation that is duly organized, validly existing and in good standing. Garff is empowered by applicable law and corporate approvals to enter into and perform under this Agreement.

(b) Binding Agreement. Upon its full execution and delivery, this Agreement and the obligations contemplated herein shall be legal, valid and binding obligations of Garff and shall be enforceable against Garff in accordance with their respective terms.

(c) Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in a breach of or constitute a default under any agreement or instrument to which Garff is a party or by which Garff is bound, in a manner which would impair the consummation of this Agreement or the performance of Garff's obligations hereunder.

(d) Suits and Proceedings. There are no suits or proceedings pending or threatened in any court or before any administrative board, commission, or by any federal, state or other governmental department or agency, which directly or indirectly affect or involve Garff and which, if determined adversely, would have an adverse effect on the transactions contemplated by this Agreement.

(e) Third Party Approvals. Except as otherwise specified herein, no consents or approvals of any third party or parties are required prior to the execution, delivery and performance by Garff of this Agreement and any other documents contemplated hereby.

Section 7. **Default**. If either party fails to perform any of its obligations hereunder and such condition is not cured within ten days after written notice thereof by the other, such party shall be in default hereunder and the non-defaulting party shall be entitled to proceed at law and in equity to enforce its rights under this Agreement.

Section 8. **Indemnity**. City is a governmental entity under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. §63G-7-101, *et seq.*) (as amended from time to time, the "Immunity Act"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each of the parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses or claims otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by the Immunity Act.

Section 9. **Additional Provisions**. The following provisions also are integral to this Agreement:

(a) Survival of Representations and Warranties. The respective obligations of the parties made in this Agreement, all exhibits hereto, and all certificates and documents delivered pursuant hereto, shall survive any closings contemplated by this Agreement.

(b) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(c) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(d) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(e) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(f) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(g) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

(h) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(k) Notice. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

(l) Brokers. Garff represents and warrants to City that no broker or finder acted for it or is entitled to any fee or commission in respect of the transactions contemplated hereby. Garff shall indemnify and hold City harmless in respect of any breach of the foregoing representation and warranty. Similarly, City represents and warrants to Garff that no broker or finder acted for City or is entitled to any fee or commission in respect of the transactions contemplated hereby. City shall indemnify and hold Garff harmless in respect of any breach of the foregoing representation and warranty.

(m) Time of Essence. Time is the essence of this Agreement.

(n) Costs. All costs and expenses, including attorneys' fees, incurred by each party in conjunction with this Agreement shall be paid by the party that incurred such costs and expenses.

(o) Assignment. Neither Garff nor City may assign its rights, or delegate its duties, under this Agreement to any third party without the prior written consent of City or Garff, as applicable. Any purported assignment without such consent shall be void from inception. Further, an approved assignment shall not effect any release of the assignor without a specific written acknowledgment of such release signed by the non-assigning party.

DATED effective the date first written above.

CITY:

ATTEST:

City of Vineyard a Utah municipality

By: _____
Name of Attestation, Title of

By: _____
Name of Signer , Title of Signer

GARFF:

GARFF ENTERPRISES, INC.,
a Utah corporation

By: _____
Zachary Madsen, Fleet Sales Director

City of Vineyard - EXHIBIT TO VEHICLE REPURCHASE OPTION AGREEMENT Dated 5 /28/2025

YEAR	Make	Model	Body/Trim	VIN	Stock ID	Color	Use	Mileage Allowance	Lease Term	Repurchase Price
2025	Ford	F150	CREW/HYBRID/LARIAT	1FTFW3L85SKD66183	1F50207	WHITE	MAINTENANCE	36,000	3 yrs.	\$30,750.00
2025	Ford	F150	CREW/HYBRID/LARIAT	1FTFW3L89SKD64419	1F50208	WHITE	MAINTENANCE	36,000	3 yrs.	\$30,750.00
2025	Ford	F150	CREW/HYBRID/LARIAT	1FTFW3L8XSKD66082	1F50194	WHITE	MAINTENANCE	36,000	3 yrs.	\$30,750.00
2025	Ford	F150	CREW/HYBRID/LARIAT	1FTFW3L80SFB01342	1FT2700	WHITE	MAINTENANCE	36,000	3 yrs.	\$30,750.00
2025	Ford	F150	CREW/HYBRID/LARIAT	1FTFW3L88SFB01038	1FT2699	WHITE	MAINTENANCE	36,000	3 yrs.	\$30,750.00
2025	Ford	Explorer	SUV / ACTIVE	1FMUK8DH1SGB74501	1F50375	STAR WHITE	ADMIN	36,000	3 yrs.	\$26,000.00
									TOTAL	\$179,750.00

X _____

Zach Madsen

Director of Fleet Sales

Ken Garff Ford & Chevrolet

RESOLUTION NO. 2025-33

A RESOLUTION OF THE VINEYARD CITY COUNCIL ACCEPTING AUDIT
REPORT NO. 25-02 FROM THE UTAH STATE AUDITOR

WHEREAS, the Utah State Auditor recently presented the City with a Limited Review Draft Audit Report for the period of January 1, 2018 through March 30, 2025, for both the City and the Vineyard City Redevelopment Agency (the “Report”); and

WHEREAS, the Report identified specific areas of concern and issues to be addressed moving forward; and

WHEREAS, the Vineyard City Council has determined that it is in the public interest and will promote the public welfare to acknowledge its receipt of the Report and acceptance of its findings; and

WHEREAS, the Vineyard City Council desires to express its commitment to ongoing compliance with applicable Utah Code and financial transparency;

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

Section 1. Receipt and Acceptance. The Vineyard City Council hereby acknowledges receipt and gives its acceptance of the Utah State Auditor’s Limited Review Draft Audit Report for the period of January 1, 2018 through March 30, 2025, for both the City and the Vineyard City Redevelopment Agency, attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Commitment. The Vineyard City Council hereby expresses its intentions and commitment to comply with applicable Utah Code and ensure continuous financial transparency.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 25th day of June 2025.

Julie Fullmer, Mayor

Attest:

Pamela Spencer, City Recorder



STAFF REPORT

Meeting Date: June 25, 2025

Date:

Agenda Item: PUBLIC HEARING – Adoption of the Vineyard City FY25 Budget Amendment #4 (Resolution 2025-31)

Department: Finance

Presenter: Kristie Bayles

Background/Discussion:

Utah Code Section 10-6-128 allows for the amendment of the City's budget up until the last day of the fiscal year for which the budget applies. City Staff recommends adoption of the Vineyard City Fiscal Year 2024-2025 Budget as outlined in the attached detailed worksheet.

Fiscal Impact:

General Fund - \$14,106,253 Total Revenues; \$22,213 Fund Balance Appropriation; \$14,106,253 Total Expenditures & Transfers Out

Impact Fee Fund - \$840,000 Total Revenues; \$331,700 Fund Balance Appropriation; \$840,000 Total Expenditures

Capital Projects Fund - \$220,000 Total Transfers In; \$4,830,767 Fund Balance Appropriation; \$15,850,042 Total Expenditures

Water Fund - \$8,277,525 Total Revenues; \$4,702,525 Fund Balance Appropriation; \$8,277,525 Total Expenses & Transfers Out

Wastewater Fund - \$4,935,880 Total Revenues; \$1,708,880 Fund Balance Appropriation; \$4,935,880 Total Expenses & Transfers Out

Storm Water Fund - \$572,691 Total Revenues; \$302,121 Fund Balance Appropriation; \$572,691 Total Expenses & Transfers Out

Transportation Fund - \$1,649,237 Total Transfers In; \$550,423 Fund Balance Appropriation; \$1,649,237 Total Expenses & Transfers Out

Internal Services Fund - \$1,764,752 Total Revenues & Transfers In; \$270,567 Fund Balance Appropriation; \$1,764,752 Total Expenses

Recommendation:

Adoption of the Vineyard City Fiscal Year 2024-2025 Budget as presented by staff.

Sample Motion:

"I move to adopt Resolution 2025-31, the Vineyard City Fiscal Year 2024-2025 Budget as presented by Staff."

Attachments:

1. Resolution 2025-31 - FY2024-2025 Budget Amend #4

RESOLUTION NO. 2025-31

A RESOLUTION AMENDING THE VINEYARD CITY BUDGET FOR THE 2024-2025 FISCAL YEAR.

WHEREAS, the City Council of Vineyard, Utah has previously adopted a budget for the 2024-2025 fiscal year in accordance with the Utah Fiscal Procedures Act for cities; and

WHEREAS, the city needs to now amend that adopted budget; and

WHEREAS, a public hearing was held on the 25th day of June 2025, on the proposed amendments to the 2024-2025 fiscal year budget for the city of Vineyard, Utah.

NOW THEREFORE BE IT RESOLVED BY THE VINEYARD CITY COUNCIL AS FOLLOWS:

1. The attached exhibit A shows the amendments to the Fiscal Year 2024-2025 budget for the city of Vineyard, Utah.
2. This resolution shall take effect upon passing.

Passed and dated this 25th day of June 2025.

Mayor Julie Fullmer

Attest:

Pamela Spencer, City Recorder





VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 25, 2025

Agenda Item: PUBLIC HEARING - Proposed Salary Increases for Elective and Statutory Officials.

Department: Human Resources

Presenter: Eric Ellis

Background/Discussion:

In accordance with **Utah Code §10-3-818**, Vineyard City is required to ensure transparency when adjusting salaries for elective and statutory officers. This section of state law mandates that salary changes for elected officials and statutory officers must be adopted by ordinance following a public hearing. Statutory officers include department directors, the City Recorder, the City Treasurer, and any deputies to those positions.

Recommended Compensation Changes:

- **Statutory Officers:** Recommended to receive a 2% Cost-of-Living Adjustment (COLA) and a 3% merit increase, totaling a 5% salary increase.
- **Exception – Parks and Recreation Director:** Recommended to receive an additional 5% market adjustment, resulting in a 10% total increase, to align with market comparability and internal equity.
- **Exception – Deputy Building Official:** Will not receive an increase this year, as their current salary exceeds the maximum of the approved range.
- **Mayor and City Council:** Recommended to receive a 2% COLA, consistent with the adjustment provided to other City employees. This increase is authorized by **Ordinance No. 2023-03**, which states:

"The annual compensation of the Mayor and Councilmembers shall increase year-to-year at the same percentage as the cost-of-living adjustment (COLA) adopted for employees of the City through the annual budgeting process."

Legal Requirement:

Per Utah Code §10-3-818, compensation changes for elected and statutory officers must:

- Be presented in a public hearing
- Be adopted by ordinance

Fiscal Impact:

FY26 - Statutory Officers (including adjustments): \$59,249.62

FY26 - Mayor and City Council (2% COLA): \$2,078.83

Recommendation:

- Approve the **5% salary increase** for statutory officers (2% COLA + 3% merit)
- Approve the **10% total increase** for the Parks and Recreation Director
- Approve the **2% COLA** for the **Mayor and City Council** in accordance with Ordinance No. 2023-03

Sample Motion:

No motion will be made at this time.

Attachments:

1. Director & Appointed Salaries

Director & Appointed Salaries FY26

Position Title	Current Annual Salary	Proposed Increase	New Estimated
			Annual Salary
Chief Building Official	\$ 121,630.86	5%	\$ 127,712.40
City Manager	\$ 163,406.36	5%	\$ 171,576.68
Deputy City Recorder	\$ 50,211.20	5%	\$ 52,721.76
Engineer/Public Works Director	\$ 159,006.64	5%	\$ 166,956.97
Assistant City Engineer	\$ 102,003.20	5%	\$ 107,103.36
Finance Director	\$ 111,825.74	5%	\$ 117,417.03
Parks and Recreation Director	\$ 92,966.64	10%	\$ 102,542.20
Community Development Director	\$ 131,848.34	5%	\$ 138,440.76
City Recorder	\$ 81,635.06	5%	\$ 85,716.81
Treasurer	\$ 71,913.66	5%	\$ 75,509.34
Subtotal:			\$ 1,086,447.70
Fiscal Impact:			\$ 59,249.62
City Council Member	\$ 15,991.04	2%	\$ 16,310.86
City Council Member	\$ 15,991.04	2%	\$ 16,310.86
City Council Member	\$ 15,991.04	2%	\$ 16,310.86
City Council Member	\$ 15,991.04	2%	\$ 16,310.86
New City Council Member 2026	\$ 7,995.52	2%	\$ 8,155.43
City Council/Mayor	\$ 31,981.73	2%	\$ 32,621.36
Subtotal:			\$ 103,941.41
Fiscal Impact: 5 Council and 1 Mayor			\$ 2,078.83



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 25, 2025

Agenda Item: DISCUSSION AND ACTION - Adoption of the Final Fiscal Year 2025-2026 Budget and certified tax rate (Resolution 2025-32)

Department: Finance

Presenter: Kristie Bayles

Background/Discussion:

Utah Code Section 10-6-118 requires that a final budget be adopted by the governing body of the city before June 30 of each fiscal period for the ensuing fiscal period for each fund for which a budget is required. City Staff recommends adoption of the Vineyard City Fiscal Year 2025-2026 Budget as outlined in the attached detail worksheet.

Utah Code Section 10-6-133 requires that before June 30 of each fiscal period the governing body of the city shall by ordinance or resolution set the real and personal property tax levy for various municipal purposes. The certified tax rate for Vineyard City is proposed at 0.003796, and the projected property tax revenue for the General Fund for fiscal year 2025-2026 is \$4,377,637.

Fiscal Impact:

General Fund - \$15,898,871 Total Revenues and Transfers In; \$103,681 Fund Balance Appropriation; \$15,898,871 Total Expenditures & Transfers Out

Impact Fee Fund - \$2,259,000 Total Revenues; \$1,010,700 Fund Balance Appropriation; \$2,259,000 Total Expenditures

Capital Projects Fund - \$235,000 Total Transfers In; \$13,970,750 Beginning Fund Balance Appropriation; \$16,630,830 Total Expenses & Transfers Out

Water Fund - \$5,182,951 Total Revenues; \$1,107,951 Fund Balance Appropriation; \$5,182,951 Total Expenses & Transfers Out

Wastewater Fund - \$5,742,665 Total Revenues; \$2,697,665 Fund Balance Appropriation; \$5,742,665 Total Expenses & Transfers Out

Storm Water Fund - \$629,233 Total Revenues; \$36,005 Fund Balance Appropriation; \$629,233 Total Expenses & Transfers Out

Transportation Fund - \$2,061,237 Total Revenues and Transfers In; \$295,634 Budgeted increase in Fund Balance; \$2,061,237 Total Expenses & Transfers Out

Internal Services Fund - \$1,840,628 Total Revenues & Transfers In; \$33,934 Fund Balance Appropriation; \$1,840,628 Total Expenses

Recommendation:

Option 1: Adoption of the Vineyard City Fiscal Year 2025-2026 Budget and Certified Tax Rate as presented by staff.

Option 2: Adoption of the Vineyard City Fiscal Year 2025-2026 Budget and Certified Tax Rate as presented by staff with changes recommended by the Municipal Council.

Sample Motion:

Option 1: I move to adopt Resolution 2025-32, the Vineyard City Fiscal Year 2025-2026 Budget as presented by Staff and the Certified Tax Rate of ...

Option 2: I move to adopt Resolution 2025-32, the Vineyard City Fiscal Year 2025-2026 Budget as presented by staff with the following changes, and to adopt the Certified Tax Rate of

Attachments:

1. RES 2025-32 Final Fiscal Year 2025-2026 Budget
2. FY 26 FINAL BUDGET 06.25.2025A

RESOLUTION 2025-32

A RESOLUTION OF THE CITY COUNCIL OF VINEYARD, UTAH APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR 2025-2026 (FY26) AND ADOPTING THE CERTIFIED TAX RATE.

WHEREAS, the Finance Director Kristie Bayles of Vineyard, Utah, on May 14, 2025, presented a tentative budget for FY26 to the City Council; and

WHEREAS, the City Council, on due public notice, held a public hearing on May 28, 2025, to receive input regarding the budget prior to adopting the final FY26 budget; and

WHEREAS, the City Council has considered the budget as submitted and all information presented at the public hearing and has made all changes and amendments which the City Council desires to make; and

WHEREAS, the City Council, with appropriate sufficient revenues to finance and balance this budget; and

WHEREAS, the City Council desires to set a certified tax rate in accordance with Utah State Code 59-2-912; now

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF VINEYARD, UTAH AS FOLLOWS:

Section 1. The City Council hereby adopts the budget for FY26, effective July 1, 2025, which is attached hereto and incorporated herein by reference.

Section 2. A copy of the Vineyard City Budget shall be placed in the Vineyard City Offices and be available for review.

Section 3. The Certified Tax Rate is hereby set at **0.003369**

Section 4. This resolution shall take effect immediately upon passage.

Section 5. 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 25th day of June 2025.

Julie Fullmer, Mayor

ATTEST:

Pamela Spencer, City Recorder





FY 2025-2026 Final Budget

June 25, 2025

GENERAL FUND SUMMARY 2026

	ACTUAL FY 22-23	ACTUAL FY 23-24	AMEND #3 BUDGET FY 24-25	AMEND #4 BUDGET FY 24-25	PROJECTED BUDGET FY 25-26
REVENUES:					
PROPERTY TAXES	\$ 3,261,171	\$ 3,683,386	\$ 4,849,636	\$ 4,849,636	\$ 4,950,000
TRANSPORTATION TAXES	296,945	375,439	310,000	310,000	430,000
SALES TAX	3,150,801	3,204,125	3,450,000	3,450,000	3,588,000
RAP TAX	208,953	220,225	220,000	220,000	235,000
FRANCHISE TAX	892,696	824,467	915,000	915,000	951,600
BUSINESS LICENSES & PERMITS	15,460	17,261	15,000	15,000	17,500
BUILDING PERMITS	265,675	781,423	900,000	900,000	900,000
FIRE INSPECTION & PLAN REVIEW FEES	8,420	25,112	15,000	15,000	15,000
CLASS B&C ROAD FUNDS	515,957	541,193	495,000	495,000	529,650
GRANT REVENUE	9,995	10,686	-	-	-
DEVELOPMENT FEES	219,311	470,627	327,300	327,300	370,000
SANITATION FEES	559,156	583,085	640,000	640,000	797,610
INSPECTION FEES	120,323	206,911	200,000	200,000	375,000
RECREATION FEES	162,334	170,164	198,000	198,000	222,000
FINES & FORFEITURES	-	700	1,000	1,000	1,000
CREDIT CARD FEES	7,026	4,976	5,000	5,000	6,500
INTEREST EARNINGS	166,048	251,081	150,000	150,000	225,000
RENTS	20,838	21,558	20,000	20,000	20,000
LIBRARY FEES	5	-	-	-	-
SPONSORSHIPS	30,550	30,455	35,000	35,000	45,000
MISCELLANEOUS REVENUE	27,689	8,851	9,972	9,972	10,000
DONATIONS	1,000	1,345	1,868	4,766	-
USE OF PRIOR YEAR FUND BALANCE	-	-	25,011	22,213	103,681
TOTAL REVENUE	\$ 9,940,351	\$ 11,433,070	\$ 12,782,787	\$ 12,782,887	\$ 13,792,541
TRANSFERS IN:					
TRANSFER FROM RDA FUND	\$ 330,138	\$ 373,974	\$ 399,002	\$ 399,002	\$ 528,000
TRANSFER FROM CAPITAL PROJECTS	-	-	924,364	924,364	1,578,330
TOTAL TRANSFERS IN	\$ 330,138	\$ 373,974	\$ 1,323,366	\$ 1,323,366	\$ 2,106,330
TOTAL REVENUE & TRANSFERS IN	\$ 10,270,489	\$ 11,807,044	\$ 14,106,153	\$ 14,106,253	\$ 15,898,871
GENERAL FUND EXPENDITURES:					
MAYOR & COUNCIL	\$ 100,366	\$ 121,651	\$ 219,013	\$ 219,013	\$ 240,975
CITY MANAGER	137,192	168,776	223,907	223,907	218,072
RECORDER	192,536	191,418	217,496	217,496	277,095
FINANCE	247,385	284,192	370,871	380,871	372,396
HUMAN RESOURCES	125,254	-	-	-	-
COMMUNICATIONS	156,960	280,913	335,190	335,190	253,815
PLANNING	446,975	481,294	716,273	716,373	756,917
BUILDING	386,860	443,187	654,594	654,594	712,421
POLICE	2,328,474	2,815,769	3,349,422	3,349,422	4,095,625
FIRE	1,654,069	1,379,625	2,250,807	2,250,807	2,520,710
LIBRARY	29,979	54,609	97,120	97,120	121,518
PUBLIC WORKS	745,006	687,503	816,918	816,918	901,743
ENGINEERING	152,492	141,201	210,684	210,684	206,805
SANITATION	493,381	530,752	598,736	598,736	675,675
PARKS	618,442	825,148	1,029,663	1,029,663	1,108,619
RECREATION	359,798	402,811	511,016	511,016	566,832
SPECIAL EVENTS	152,440	175,417	256,675	256,675	275,148
NON-DEPARTMENTAL	57,076	79,053	187,650	187,650	222,180
TOTAL DEPT ALLOCATIONS	\$ 8,384,686	\$ 9,063,319	\$ 12,046,035	\$ 12,056,134	\$ 13,526,546
TRANSFERS OUT:					
TRANSFER TO WASTEWATER FUND	\$ -	\$ 11,055	\$ -	\$ -	\$ -
TRANSFER TO STORMWATER FUND	-	26,661	570	570	243,228
TRANSFER TO TRANSPORTATION FUND	689,594	375,439	1,108,814	1,098,814	959,650
TRANSFER TO CAPITAL PROJECTS FUND	523,952	1,520,225	220,000	220,000	235,000
TRANSFER TO INTERNAL SERVICE FUND	433,001	769,904	730,734	730,734	934,447
TRANSFER TO DEBT SERVICE FUND	-	-	-	-	-
TOTAL TRANSFERS OUT:	\$ 1,646,547	\$ 2,703,285	\$ 2,060,118	\$ 2,050,119	\$ 2,372,324
TOTAL EXP. & TRANS.OUT	\$ 10,031,233	\$ 11,766,604	\$ 14,106,153	\$ 14,106,253	\$ 15,898,870
OPERATING SURPLUS (DEFICIT)	\$ 239,256	\$ 40,441	\$ 0	\$ 0	\$ 0

GENERAL FUND REVENUES	FY22 Actual	FY23 Actual	FY24 Actual	Amend #3 FY25 Budget	Amend #4 FY25 Budget	Projected FY26 Budget
Property Tax	\$ 2,972,664	\$ 3,261,171	\$ 3,683,386	\$ 4,849,636	\$ 4,849,636	\$ 4,950,000
Sales Tax - Includes Transient	2,914,591	3,150,801	3,204,125	3,450,000	3,450,000	3,588,000
RAP Tax	\$ 207,967	208,953	220,225	220,000	220,000	235,000
Transportation Tax	274,123	296,945	375,439	310,000	310,000	430,000
Franchise Tax	633,292	892,696	824,467	915,000	915,000	951,600
Total Taxes	\$ 7,002,637	\$ 7,810,566	\$ 8,307,642	\$ 9,744,636	\$ 9,744,636	\$ 10,154,600
Business Licenses & Permits	\$ 14,264	\$ 15,460	\$ 17,261	\$ 15,000	\$ 15,000	\$ 17,500
Building Permits	577,026	265,675	781,423	900,000	900,000	900,000
Fire Inspection & Plan Review Fees	11,930	8,420	25,112	15,000	15,000	15,000
Total Licenses & Permits	\$ 603,220	\$ 289,554	\$ 823,796	\$ 930,000	\$ 930,000	\$ 932,500
Class B&C Road Funds	\$ 457,462	\$ 515,957	\$ 541,193	\$ 495,000	\$ 495,000	\$ 529,650
Grant Revenue	7,700	9,995	10,686	-	-	-
Total Intergovernmental Revenue	\$ 465,162	\$ 525,952	\$ 551,879	\$ 495,000	\$ 495,000	\$ 529,650
Development Fees	\$ 242,372	\$ 219,311	\$ 470,627	\$ 327,300	\$ 327,300	\$ 370,000
Library Fees	406	5	-	-	-	-
Inspection Fees	437,637	120,323	206,911	200,000	200,000	375,000
Sanitation Fees	525,107	559,156	583,085	640,000	640,000	797,610
Recreation Fees	155,874	162,334	170,164	198,000	198,000	222,000
Fines & Forfeitures	290	-	700	1,000	1,000	1,000
Interest Earnings	21,990	166,048	251,081	150,000	150,000	225,000
Rents	25,755	20,838	21,558	20,000	20,000	20,000
Sponsorships	34,605	30,550	30,455	35,000	35,000	45,000
Credit Card Fees	4,871	7,026	4,976	5,000	5,000	6,500
Miscellaneous Revenues	6,446	27,689	8,851	9,972	9,972	10,000
Donations	-	1,000	1,345	-	-	-
Skate Park Donations - RESTRICTED	-	-	-	1,868	4,766	-
Beg. Fund Appropriation	-	-	-	25,011	22,213	103,681
Total Misc Revenue	\$ 1,455,353	\$ 1,314,279	\$ 1,749,753	\$ 1,613,151	\$ 1,613,251	\$ 2,175,791
Transfer from RDA Fund - Tax Admin	\$ -	\$ 330,138	\$ 373,974	\$ 399,002	\$ 399,002	\$ 528,000
Transfer from Capital Projects	\$ -	\$ -	\$ -	\$ 924,364	\$ 924,364	\$ 1,578,330
TOTAL GENERAL FUND REV	\$ 9,526,372	\$ 10,270,489	\$ 11,807,044	\$ 14,106,153	\$ 14,106,253	\$ 15,898,871
TOTAL GENERAL FUND EXPEND	\$ 9,153,516	\$ 10,031,233	\$ 11,766,604	\$ 14,106,153	\$ 14,106,253	\$ 15,898,870
Surplus (Deficit)	\$ 372,856	\$ 239,256	\$ 40,441	\$ 0	\$ 0	\$ 0

MAYOR & MUNICIPAL COUNCIL

						AMEND #3	AMEND #4	PROJECTED
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	BUDGET FY 24-25	BUDGET FY 24-25	BUDGET FY 25-26
Mayor & Council								
10	0101	4001	Full Time Regular	\$ -	\$ 1,338	\$ 93,572	\$ 93,572	\$ 97,350
10	0101	4002	Part Time Regular	86,430	95,947	62,108	62,108	72,302
10	0101	4008	Compensation Adjustments	-	-	2,602	2,602	6,170
10	0101	4051	Retirement & Taxes	3,473	4,186	23,431	23,431	23,528
10	0101	4053	Insurance	-	-	9,600	9,600	9,600
10	0101	4105	Membership Dues & Subscriptions	\$ -	\$ -	\$ 500	\$ 500	\$ 600
10	0101	4108	Meetings	625	4,309	4,500	4,500	9,300
10	0101	4257	Programs	3,799	10,009	11,500	11,500	8,000
10	0101	4355	Miscellaneous	801	147	1,500	1,500	2,000
10	0101	4413	Training	4,194	3,468	5,200	5,200	6,500
10	0101	4414	Travel	1,044	2,247	4,500	4,500	5,625
Total Mayor & Council				\$ 100,366	\$ 121,651	\$ 219,013	\$ 219,013	\$ 240,975

CITY MANAGER

CITY MANAGER						AMEND #3		AMEND #4		PROJECTED	
FUND	ORG	ACCT	DESCRIPTION	ACTUAL		ACTUAL		BUDGET		BUDGET	
				FY 22-23		FY 23-24		FY 24-25		FY 24-25	
				FY 25-26							
							</				

RECORDER

RECORDER						AMEND #3	AMEND #4	PROJECTED
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	BUDGET FY 24-25	BUDGET FY 24-25	BUDGET FY 25-26
Recorder								
10	0301	4001	Full Time Regular	\$ 77,493	\$ 113,192	\$ 116,840	\$ 116,840	119,124
10	0301	4002	Part Time Regular	32,308	793	-	-	-
10	0301	4005	Overtime	199	110	-	-	-
10	0301	4006	Other Compensation	520	600	600	600	600
10	0301	4008	Compensation Adjustments	-	-	2,134	2,134	4,689
10	0301	4051	Retirement & Taxes	26,649	28,513	29,637	29,637	65,108
10	0301	4053	Insurance	15,445	30,581	32,920	32,920	32,920
10	0301	4103	Public Notices	\$ 800	\$ 335	\$ 10,000	\$ 10,000	\$ 10,000
10	0301	4105	Membership Dues & Subscriptions	355	765	975	975	1,565
10	0301	4108	Meetings	-	271	240	240	240
10	0301	4110	Postage	-	-	50	50	50
10	0301	4151	Equipment	36,954	53	-	-	-
10	0301	4301	Contract Services	-	14,499	18,000	18,000	36,000
10	0301	4355	Miscellaneous	171	140	1,000	1,000	1,000
10	0301	4413	Training	593	688	1,100	1,100	1,200
10	0301	4414	Travel	1,049	878	4,000	4,000	4,000
Total Recorder				\$ 192,536	\$ 191,418	\$ 217,496	\$ 217,496	\$ 277,095

FINANCE

FINANCE						AMEND #3		AMEND #4		PROJECTED			
FUND	ORG	ACCT	DESCRIPTION	ACTUAL		ACTUAL		BUDGET		BUDGET			
				FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 24-25	FY 24-25	FY 25-26	FY 25-26		
Finance													
10	0401	4001	Full Time Regular	\$	113,193	\$	132,136	\$	147,681	\$	147,681	\$	138,238
10	0401	4002	Part Time Regular		35,439		38,921		45,887		45,887		65,504
10	0401	4003	Seasonal Employees		6,518		6,731		13,853		13,853		14,321
10	0401	4005	Overtime		91		8		-		-		-
10	0401	4006	Other Compensation		1,947		1,243		960		960		1,200
10	0401	4007	Car Allowance		2,400		2,200		2,400		2,400		2,400
10	0401	4008	Compensation Adjustments		-		-		3,297		3,297		6,092
10	0401	4051	Retirement & Taxes		27,203		30,408		39,790		39,790		28,526
10	0401	4053	Insurance		12,590		11,524		29,653		29,653		14,990
10	0401	4105	Membership Dues & Subscriptions	\$	425	\$	849	\$	1,125	\$	1,125	\$	1,485
10	0401	4108	Meetings		402		303		600		600		1,200
10	0401	4301	Contract Services		9,275		12,515		31,500		33,500		33,990
10	0401	4352	Bank Fees		30,354		38,706		40,000		48,000		50,000
10	0401	4355	Miscellaneous		285		1,242		2,125		2,125		2,375
10	0401	4413	Training		4,469		4,235		4,000		4,000		4,075
10	0401	4414	Travel		2,794		3,171		8,000		8,000		8,000
Total Finance				\$	247,385	\$	284,192	\$	370,871	\$	380,871	\$	372,396

COMMUNICATIONS

COMMUNICATIONS				AMEND #3		AMEND #4		PROJECTED	
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	BUDGET FY 24-25	BUDGET FY 24-25	BUDGET FY 25-26	
Communications									
10	0601	4001	Full Time Regular	\$ 123,300	\$ 127,700	\$ 88,981	\$ 88,981	\$ 91,840	
10	0601	4002	Part Time Regular	2,066	1,856	52,873	52,873	49,486	
10	0601	4005	Overtime	180	12	-	-	-	
10	0601	4006	Other Compensation	1,260	690	600	600	-	
10	0601	4008	Compensation Adjustments	-	-	2,110	2,110	4,663	
10	0601	4051	Retirement & Taxes	25,500	24,330	26,887	26,887	24,487	
10	0601	4053	Insurance	510	5,824	27,790	27,790	27,790	
10	0601	4108	Meetings	\$ 366	\$ 786	\$ 600	\$ 600	\$ 1,400	
10	0601	4151	Equipment	236	587	650	650	700	
10	0601	4152	Supplies	-	391	500	500	2,250	
10	0601	4257	Communities That Care	2,950	14,138	31,000	31,000	31,000	
10	0601	4355	Miscellaneous	-	102,518	101,600	101,600	16,200	
10	0601	4413	Training	290	383	1,100	1,100	1,900	
10	0601	4414	Travel	305	1,698	500	500	2,100	
Total Communications				\$ 156,960	\$ 280,913	\$ 335,190	\$ 335,190	\$ 253,815	

PLANNING

PLANNING						AMEND #3		AMEND #4		PROJECTED	
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23		ACTUAL FY 23-24		BUDGET FY 24-25		BUDGET FY 25-26	
Planning											
10	0701	4001	Full Time Regular	\$	234,314	\$	272,166	\$	354,959	\$	348,494
10	0701	4002	Part Time Regular		40,712		62,229		69,002		71,392
10	0701	4005	Overtime		3,852		1,921		-		-
10	0701	4006	Other Compensation		870		536		960		-
10	0701	4007	Car Allowance		1,286		1,300		1,200		1,300
10	0701	4008	Compensation Adjustments		-		-		7,627		17,003
10	0701	4051	Retirement & Taxes		56,204		74,272		100,514		89,525
10	0701	4053	Insurance		36,483		44,579		81,544		71,373
10	0701	4105	Membership Dues & Subscriptions	\$	51,054	\$	1,313	\$	8,825	\$	8,864
10	0701	4108	Meetings		2,039		2,282		9,000		10,500
10	0701	4301	Contract Services		2,658		184		47,000		99,000
10	0701	4355	Miscellaneous		7,364		4,264		14,710		18,510
10	0701	4413	Training		4,437		7,797		10,959		10,284
10	0701	4414	Travel		5,702		8,451		9,973		10,673
Total Planning				\$	446,975	\$	481,294	\$	716,273	\$	756,917

BUILDING

				AMEND #3		AMEND #4		PROJECTED
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	BUDGET FY 24-25	BUDGET FY 24-25	BUDGET FY 25-26
Building								
10	0801	4001	Full Time Regular	\$ 287,583	\$ 339,407	\$ 413,587	\$ 413,587	\$ 453,153
10	0801	4002	Part Time Regular	14,880	-	-	-	-
10	0801	4003	Seasonal Employee	6,086	6,185	10,834	10,834	11,213
10	0801	4006	Other Compensation	180	300	360	360	-
10	0801	4007	Car Allowance	400	-	2,400	2,400	-
10	0801	4008	Compensation Adjustments	-	-	7,651	7,651	17,990
10	0801	4051	Retirement & Taxes	60,448	75,017	102,205	102,205	102,410
10	0801	4053	Insurance	4,191	9,234	59,686	59,686	62,086
10	0801	4105	Membership Dues & Subscriptions	\$ 1,004	\$ 1,313	\$ 2,760	\$ 2,760	\$ 5,460
10	0801	4108	Meetings	492	399	2,160	2,160	2,160
10	0801	4151	Equipment	-	1,083	3,500	3,500	3,500
10	0801	4152	Supplies	4,832	2,845	4,000	4,000	4,000
10	0801	4154	Uniforms	424	622	900	900	900
10	0801	4301	Contract Services	900	-	20,000	20,000	25,000
10	0801	4355	Miscellaneous	1,099	254	4,000	4,000	4,000
10	0801	4413	Training	2,042	4,060	10,550	10,550	10,550
10	0801	4414	Travel	2,189	2,467	10,000	10,000	10,000
Total Building				\$ 386,860	\$ 443,187	\$ 654,594	\$ 654,594	\$ 712,421

POLICE

						AMEND #3	AMEND #4	PROJECTED
FUND	ORG	ACCT	DESCRIPTION	ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET
				FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 25-26
Police								
10	0901	4001	Full Time Regular	\$ -	\$ 6,476	\$ -	\$ -	\$ -
10	0901	4002	Part Time Regular	35,452	40,981	51,877	51,877	51,140
10	0901	4051	Retirement & Taxes	1,376	2,622	4,643	4,643	4,577
10	0901	4151	Equipment	\$ -	\$ -	\$ 2,850	\$ 2,850	\$ 2,850
10	0901	4154	Uniforms	-	-	3,000	3,000	3,000
10	0901	4301	Contract Services	2,291,436	2,765,443	3,286,053	3,286,053	4,033,058
10	0901	4355	Miscellaneous	210	140	1,000	1,000	1,000
Total Police				\$ 2,328,474	\$ 2,815,769	\$ 3,349,422	\$ 3,349,422	\$ 4,095,625

FIRE SERVICES

				ACTUAL	ACTUAL	AMEND #3	AMEND #4	PROJECTED
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET
				FY 24-25	FY 24-25	FY 24-25	FY 24-25	FY 25-26
Fire Services								
10	1001	4301	Contract Services	\$ 1,654,069	\$ 1,379,625	\$ 2,250,807	\$ 2,250,807	\$ 2,520,710
Total Fire Services				\$ 1,654,069	\$ 1,379,625	\$ 2,250,807	\$ 2,250,807	\$ 2,520,710

LIBRARY

LIBRARY						AMEND #3		AMEND #4		PROJECTED	
FUND	ORG	ACCT	DESCRIPTION	ACTUAL		ACTUAL		BUDGET		BUDGET	
				FY 22-23		FY 23-24		FY 24-25		FY 24-25	

PUBLIC WORKS

PUBLIC WORKS						AMEND #3	AMEND #4	PROJECTED
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	BUDGET FY 24-25	BUDGET FY 24-25	BUDGET FY 25-26
Public Works Administration								
10	1201	4001	Full Time Regular	\$ 165,890	\$ 59,418	\$ 56,934	\$ 56,934	\$ 57,483
10	1201	4005	Overtime	-	-	8,540	8,540	8,622
10	1201	4006	Other Compensation	1,950	1,244	-	-	-
10	1201	4008	Compensation Adjustments	-	-	1,029	1,029	2,240
10	1201	4051	Retirement & Taxes	32,495	13,518	13,895	13,895	12,554
10	1201	4053	Insurance	10,349	34,161	11,300	11,300	10,750
10	1201	4101	Maintenance	\$ 11,924	\$ 2,497	\$ -	\$ -	\$ -
10	1201	4105	Membership Dues & Subscriptions	14,749	2,710	18,520	18,520	15,220
10	1201	4108	Meetings	3,365	1,805	2,500	2,500	2,329
10	1201	4151	Equipment	11,103	6,102	9,600	9,600	9,800
10	1201	4152	Supplies	4,391	6,300	800	800	2,800
10	1201	4154	Uniforms	2,426	3,590	2,800	2,800	8,550
10	1201	4205	Electric Charges	23,827	24,155	33,390	33,390	-
10	1201	4301	Contract Services	399,850	65,405	-	-	-
10	1201	4303	Software Maintenance	-	600	2,000	2,000	5,400
10	1201	4355	Miscellaneous	5,682	634	-	-	-
10	1201	4407	Certification & Testing	422	406	7,000	7,000	11,800
10	1201	4413	Training	1,535	3,022	4,200	4,200	6,700
10	1201	4414	Travel	860	4,728	-	-	-
Total Public Works Administration				\$ 745,006	\$ 230,295	\$ 172,508	\$ 172,508	\$ 154,248
Public Works Grounds Maintenance								
10	1202	4001	Full Time Regular	\$ -	\$ 80,916	\$ 61,741	\$ 61,741	\$ 66,429
10	1202	4002	Part Time Regular	-	1,062	7,498	7,498	7,390
10	1202	4003	Seasonal Employee	-	-	12,155	12,155	13,061
10	1202	4005	Overtime	-	3,859	9,261	9,261	9,964
10	1202	4006	Other Compensation	-	600	600	600	600
10	1202	4008	Compensation Adjustments	-	-	1,236	1,236	2,845
10	1202	4051	Retirement & Taxes	-	19,870	16,928	16,928	16,338
10	1202	4053	Insurance	-	752	27,120	27,120	27,120
10	1202	4101	Maintenance	\$ -	\$ 7,954	\$ 10,000	\$ 10,000	\$ 15,000
10	1202	4103	Public Notices	-	-	250	250	250
10	1202	4105	Membership Dues & Subscriptions	-	-	1,400	1,400	1,930
10	1202	4151	Equipment	-	2,749	4,520	4,520	8,855
10	1202	4152	Supplies	-	24,314	27,500	27,500	12,700
10	1202	4154	Uniforms	-	-	1,250	1,250	1,575
10	1202	4201	Water Charges	-	135,033	150,000	150,000	150,000
10	1202	4301	Contract Services	-	152,922	276,950	276,950	366,188
10	1202	4365	Trees	-	25,559	25,000	25,000	25,000
10	1202	4407	Certification & Testing	-	850	2,300	2,300	3,550
10	1202	4413	Training	-	768	3,300	3,300	7,100
10	1202	4414	Travel	-	-	5,400	5,400	11,600
Total Public Works Grounds Maintenance				\$ -	\$ 457,208	\$ 644,409	\$ 644,409	\$ 747,495
Public Works Administration				\$ 745,006	\$ 230,295	\$ 172,508	\$ 172,508	\$ 154,248
Public Works Grounds Maintenance				-	457,208	644,409	644,409	747,495
Total Public Works				\$ 745,006	\$ 687,503	\$ 816,918	\$ 816,918	\$ 901,743

ENGINEERING

ENGINEERING						AMEND #3		AMEND #4		PROJECTED	
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	BUDGET FY 24-25	BUDGET FY 24-25	BUDGET FY 25-26			
Engineering											
10	1301	4001	Full Time Regular	\$ 99,494	\$ 73,225	\$ 82,537	\$ 82,537	\$ 82,526			
10	1301	4006	Other Compensation	990	600	600	600	600			
10	1301	4007	Car Allowance	3,600	3,600	3,600	3,600	3,600			
10	1301	4008	Compensation Adjustments	-	-	1,493	1,493	3,215			
10	1301	4051	Retirement & Taxes	22,630	17,326	20,228	20,228	18,024			
10	1301	4053	Insurance	12,422	13,352	18,080	18,080	16,980			
10	1301	4105	Membership Dues & Subscriptions	\$ 2,062	\$ 3,129	\$ 6,745	\$ 6,745	\$ 9,570			
10	1301	4108	Meetings	269	533	500	500	1,500			
10	1301	4151	Equipment	761	347	8,102	8,102	3,900			
10	1301	4301	Contract Services	5,232	24,749	61,250	61,250	56,490			
10	1301	4407	Certification & Testing	378	-	2,300	2,300	4,100			
10	1301	4413	Training	1,799	3,771	1,050	1,050	2,100			
10	1301	4414	Travel	2,497	569	4,200	4,200	4,200			
Total Engineering				\$ 152,492	\$ 141,201	\$ 210,684	\$ 210,684	\$ 206,805			

SANITATION

SANITATION						AMEND #3	AMEND #4	PROJECTED
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	BUDGET FY 24-25	BUDGET FY 24-25	BUDGET FY 25-26
Sanitation								
10	1401	4301	Contract Services	\$ 492,166	\$ 530,752	\$ 598,736	\$ 598,736	\$ 675,675
10	1401	4808	Bad Debt Expense	1,215	-	-	-	-
Total Sanitation				\$ 493,381	\$ 530,752	\$ 598,736	\$ 598,736	\$ 675,675

PARKS

PARKS						AMEND #3		AMEND #4		PROJECTED	
FUND	ORG	ACCT	DESCRIPTION	ACTUAL		ACTUAL		BUDGET		BUDGET	
				FY 22-23		FY 23-24		FY 24-25		FY 24-25	
				FY 25-26							
Parks											
10	1501	4001	Full Time Regular	\$	237,558	\$	267,604	\$	271,614	\$	271,614
10	1501	4002	Part Time Regular		4,738		1,748		6,378		6,378
10	1501	4003	Seasonal Employee		28,494		59,155		47,275		47,275
10	1501	4005	Overtime		2,574		2,606		8,000		8,000
10	1501	4006	Other Compensation		3,747		2,804		2,400		2,400
10	1501	4008	Compensation Adjustments		-		-		4,994		4,994
10	1501	4051	Retirement & Taxes		53,783		60,876		70,369		70,369
10	1501	4053	Insurance		42,740		39,684		60,662		60,662
10	1501	4101	Maintenance	\$	56,171	\$	86,380	\$	133,000	\$	133,000
10	1501	4105	Membership Dues & Subscriptions		725		-		2,750		2,750
10	1501	4108	Meetings		97		719		720		720
10	1501	4151	Equipment		1,174		53,920		41,000		41,000
10	1501	4152	Supplies		11,723		14,159		24,000		24,000
10	1501	4154	Uniforms		703		1,339		1,600		1,600
10	1501	4201	Water Charges		145,489		81,158		90,000		90,000
10	1501	4205	Electric Charges		8,312		10,436		15,000		15,000
10	1501	4208	Miscellaneous Facilities Charges		3,100		2,735		7,000		7,000
10	1501	4301	Contract Services		7,907		129,502		200,000		200,000
10	1501	4355	Miscellaneous		7,774		3,500		31,500		31,500
10	1501	4365	Trees		-		972		-		-
10	1501	4413	Training		1,255		4,900		6,400		6,400
10	1501	4414	Travel		377		951		5,000		5,000
Total Parks				\$	618,442	\$	825,148	\$	1,029,663	\$	1,029,663
				\$	1,108,619						

RECREATION

FUND	ORG	ACCT	DESCRIPTION	ACTUAL		AMEND #3		AMEND #4		PROJECTED
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
				FY 24-25	FY 24-25	FY 24-25	FY 24-25	FY 24-25	FY 24-25	FY 25-26
Recreation										
10	1601	4001	Full Time Regular	\$ 171,415	\$ 168,340	\$ 230,672	\$ 230,672	\$ 230,672	\$ 230,672	\$ 236,325
10	1601	4002	Part Time Regular	3,292	30,816	-	-	-	-	-
10	1601	4003	Seasonal Employee	18,200	31,367	32,292	32,292	32,292	32,292	47,736
10	1601	4005	Overtime	2,495	996	5,000	5,000	5,000	5,000	5,000
10	1601	4006	Other Compensation	733	1,250	1,080	1,080	1,080	1,080	1,440
10	1601	4008	Compensation Adjustments	-	-	4,156	4,156	4,156	4,156	9,207
10	1601	4051	Retirement & Taxes	38,830	38,092	58,574	58,574	58,574	58,574	55,886
10	1601	4053	Insurance	27,952	19,926	37,999	37,999	37,999	37,999	60,600
10	1601	4105	Membership Dues & Subscriptions	\$ 330	\$ 514	\$ 1,220	\$ 1,220	\$ 1,220	\$ 1,220	\$ 1,100
10	1601	4108	Meetings	151	440	360	360	360	360	600
10	1601	4151	Equipment	-	-	5,000	5,000	5,000	5,000	-
10	1601	4154	Uniforms	100	49	350	350	350	350	350
10	1601	4257	Programs	84,890	94,822	117,512	117,512	117,512	117,512	129,958
10	1601	4355	Miscellaneous	9,282	11,821	11,000	11,000	11,000	11,000	12,000
10	1601	4413	Training	1,924	3,291	3,350	3,350	3,350	3,350	3,605
10	1601	4414	Travel	203	1,087	2,450	2,450	2,450	2,450	3,025
Total Recreation				\$ 359,798	\$ 402,811	\$ 511,016	\$ 511,016	\$ 511,016	\$ 511,016	\$ 566,832

SPECIAL EVENTS

FUND	ORG	ACCT	DESCRIPTION	ACTUAL		AMEND #3		AMEND #4		PROJECTED
				FY 22-23	FY 23-24	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET
				FY 24-25	FY 24-25	FY 24-25	FY 24-25	FY 24-25	FY 24-25	FY 25-26
Special Events										
10	1701	4001	Full Time Regular	\$ 62,451	\$ 72,256	\$ 65,433	\$ 65,433	\$ 65,433	\$ 65,433	\$ 67,700
10	1701	4002	Part Time Regular	-	-	27,825	27,825	27,825	27,825	31,028
10	1701	4005	Overtime	1,818	2,119	1,500	1,500	1,500	1,500	1,500
10	1701	4006	Other Compensation	592	478	360	360	360	360	360
10	1701	4008	Compensation Adjustments	-	-	1,619	1,619	1,619	1,619	3,717
10	1701	4051	Retirement & Taxes	13,054	15,591	18,286	18,286	18,286	18,286	17,563
10	1701	4053	Insurance	262	322	9,600	9,600	9,600	9,600	9,600
10	1701	4105	Membership Dues & Subscriptions	\$ 849	\$ 1,460	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,350	\$ 2,450
10	1701	4108	Meetings	-	119	180	180	180	180	180
10	1701	4109	Special Events	69,679	77,767	124,072	124,072	124,072	124,072	135,000
10	1701	4151	Equipment	1,837	4,464	3,000	3,000	3,000	3,000	3,000
10	1701	4304	Marketing	1,669	273	1,200	1,200	1,200	1,200	1,750
10	1701	4413	Training	-	135	600	600	600	600	650
10	1701	4414	Travel	230	433	650	650	650	650	650
Total Special Events				\$ 152,440	\$ 175,417	\$ 256,675	\$ 256,675	\$ 256,675	\$ 256,675	\$ 275,148

NON-DEPARTMENTAL

NON-DEPARTMENTAL						AMEND #3	AMEND #4	PROJECTED
FUND	ORG	ACCT	DESCRIPTION	ACTUAL FY 22-23	ACTUAL FY 23-24	BUDGET FY 24-25	BUDGET FY 24-25	BUDGET FY 25-26
Non-Departmental								
10	1801	4110	Postage	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000
10	1801	4152	Supplies	12,216	16,303	18,500	18,500	19,700
10	1801	4154	Uniforms	1,137	1,587	7,500	7,500	6,900
10	1801	4301	Contract Services	3,686	57,040	128,450	128,450	162,380
10	1801	4355	Miscellaneous	21,586	3,398	-	-	-
10	1801	4356	Community Garden	6,793	581	1,200	1,200	1,200
10	1801	4410	Employee Appreciation	11,658	144	-	-	-
10	1801	4855	General Fee Waivers	-	-	30,000	30,000	30,000
10	1801	6049	Transfer to Capital Projects	\$ 523,953	\$ 1,520,225	\$ 220,000	\$ 220,000	\$ 235,000
10	1801	6052	Transfer to Wastewater Fund	-	11,055	-	-	-
10	1801	6053	Transfer to Stormwater Fund	-	26,661	570	570	243,228
10	1801	6054	Transfer to Transportation Fund	689,595	375,439	1,108,814	1,098,814	959,650
10	1801	6061	Transfer to Internal Service Fund	433,001	769,904	730,734	730,734	934,447
Total Non-Departmental				\$ 1,703,625	\$ 2,782,337	\$ 2,247,769	\$ 2,237,769	\$ 2,594,504

IMPACT FEES

FUND 23				ACTUAL		BUDGET		BUDGET	
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 25-26	
Revenue									
23	2301	3754	Public Safety Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	
23	2302	3501	Roadway Interest	27,654	50,832	13,800	13,800	13,800	
23	2302	3754	Roadway Facilities Impact Fees	195,718	802,777	460,000	460,000	800,000	
23	2303	3754	Park Facilities Impact Fees	-	-	-	-	400,000	
23	2304	3754	Storm & Groundwater Facilities Impact Fees	10,784	34,894	34,500	34,500	34,500	
			Use of Prior Year Fund Balance	-	-	181,700	331,700	1,010,700	
Total Revenue				\$ 234,156	\$ 888,503	\$ 690,000	\$ 840,000	\$ 2,259,000	
Public Safety Facilities									
23	2301	4301	Contract Services	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	
23	2301	4651	Capital Expense	-	-	-	-	-	
Total Public Safety Facilities				\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	
Roadway Facilities									
23	2302	4301	Contract Services	\$ 53,938	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	
23	2302	4651	Capital Expense	31,373	69,470	535,000	685,000	1,612,750	
Total Roadway Facilities				\$ 85,312	\$ 69,470	\$ 560,000	\$ 710,000	\$ 1,637,750	
Park Facilities									
23	2303	4301	Contract Services	\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	
23	2303	4651	Capital Expense	-	-	-	-	400,000	
Total Park Facilities				\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 425,000	
Storm & Groundwater Facilities									
23	2304	4301	Contract Services	\$ -	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	
23	2304	4651	Capital Expense	10,784	34,037	40,000	40,000	131,250	
Total Storm & Groundwater Facilities				\$ 10,784	\$ 74,037	\$ 80,000	\$ 80,000	\$ 171,250	
Public Safety Facilities				\$ -	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	
Roadway Facilities				85,312	69,470	560,000	710,000	1,637,750	
Park Facilities				-	-	25,000	25,000	425,000	
Storm & Groundwater Facilities				10,784	74,037	80,000	80,000	171,250	
Total Impact Fees Fund				\$ 96,096	\$ 143,507	\$ 690,000	\$ 840,000	\$ 2,259,000	
Surplus (Deficit)				\$ 138,061	\$ 744,996	\$ -	\$ -	\$ -	

CAPITAL PROJECTS

FUND 49				ACTUAL	ACTUAL	AMEND #3	AMEND #4	PROJECTED
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	BUDGET FY 24-25	BUDGET FY 24-25	BUDGET FY 25-26
Revenue								
49	4901	5010	Transfer from General Fund	\$ 523,953	\$ 1,520,225	\$ 220,000	\$ 220,000	\$ 235,000
49	4901	3205	Grants	-	-	10,799,275	10,799,275	2,425,080
			Beginning Fund Balance Appropriation	-	-	4,830,767	4,830,767	13,970,750
Total Revenue				\$ 523,953	\$ 1,520,225	\$ 15,850,042	\$ 15,850,042	\$ 16,630,830
Capital Projects								
49	4901	4651	Capital Expense	\$ 281,063	\$ 637,358	\$ 14,925,678	\$ 14,925,678	\$ 15,052,500
49	4901	6010	Transfer to General Fund	-	-	924,364	924,364	1,578,330
Total Capital Projects				\$ 281,063	\$ 637,358	\$ 15,850,042	\$ 15,850,042	\$ 16,630,830
Surplus (Deficit)				\$ 242,889	\$ 882,867	\$ -	\$ -	\$ -

WATER						AMEND #3	AMEND #4	PROJECTED
FUND 51				ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 25-26
Revenue								
51	5101	3501	Interest Income	\$ -	\$ 426,802	\$ 175,000	\$ 175,000	\$ 175,000
51	5101	3602	Utility Service Sales	2,288,371	3,320,268	3,200,000	3,200,000	3,700,000
51	5101	3754	Impact Fees	50,191	117,350	130,000	130,000	130,000
51	5101	3803	Connection Fees	23,300	59,072	55,000	55,000	55,000
51	5101	3825	Late Fees	19,038	32,404	15,000	15,000	15,000
51	5101	3704	Bond Proceeds	-	-	3,477,389	-	-
			Beginning Fund Balance Appropriation	-	-	1,225,136	4,702,525	1,107,951
Total Revenue				\$ 4,083,074	\$ 7,141,896	\$ 8,277,525	\$ 8,277,525	\$ 5,182,951
Water Distribution								
51	5101	4001	Full Time Regular	\$ 366,892	\$ 366,744	\$ 501,837	\$ 501,837	\$ 534,688
51	5101	4002	Part Time Regular	6,329	1,079	4,999	4,999	7,154
51	5101	4003	Seasonal Employee	3,568	-	10,874	10,874	11,571
51	5101	4005	Overtime	2,364	570	15,000	15,000	15,000
51	5101	4006	Other Compensation	1,890	1,200	1,200	1,200	840
51	5101	4007	Car Allowance	4,100	1,400	-	-	-
51	5101	4008	Compensation Adjustments	-	-	9,175	9,175	21,158
51	5101	4051	Retirement & Taxes	84,132	47,136	125,147	125,147	120,839
51	5101	4053	Insurance	57,154	80,082	137,924	137,924	150,597
51	5101	4101	Maintenance	\$ 45,010	\$ 59,021	\$ 108,500	\$ 108,500	\$ 174,122
51	5101	4105	Membership Dues & Subscriptions	1,181	1,036	2,300	2,300	5,040
51	5101	4108	Meetings	260	283	680	680	1,400
51	5101	4151	Equipment	1,368	732	26,500	26,500	37,000
51	5101	4152	Supplies	13,102	8,290	40,000	40,000	42,500
51	5101	4154	Uniforms	365	898	2,400	2,400	3,350
51	5101	4157	Meters	149,095	91,075	150,000	150,000	150,000
51	5101	4205	Electric Charges	9,290	8,294	200,000	200,000	210,000
51	5101	4301	Contract Services	1,344,098	1,352,683	1,567,000	1,567,000	1,923,850
51	5101	4303	Software Maintenance	-	-	-	-	3,125
51	5101	4306	Public Engagement	-	-	20,800	20,800	22,150
51	5101	4355	Miscellaneous	85	934	-	-	-
51	5101	4407	Certification & Testing	3,455	1,688	8,500	8,500	9,800
51	5101	4413	Training	695	2,279	3,500	3,500	8,300
51	5101	4414	Travel	676	1,216	4,500	4,500	7,100
51	5101	4651	Capital Expense	-	-	4,547,389	4,547,389	894,984
51	5101	4803	Interest on Debt	-	511,476	610,000	610,000	600,000
51	5101	4804	Cost of Issuance	-	183,813	-	-	-
51	5101	4808	Bad Debt Expense	14,449	-	-	-	-
51	5101	6061	Transfer to Internal Service Fund	237,841	256,688	179,300	179,300	228,383
Total Water Distribution				\$ 2,347,399	\$ 3,178,617	\$ 8,277,525	\$ 8,277,525	\$ 5,182,951
Surplus (Deficit)				\$ 1,735,675	\$ 3,963,279	\$ (0)	\$ (0)	\$ 0

WASTEWATER

FUND 52

						AMEND #3	AMEND #4	PROJECTED
				ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 25-26
Revenue								
52	5201	3501	Interest income					
52	5201	3602	Utility Service Sales	\$ 1,679,575	\$ 2,148,222	\$ 2,982,000	\$ 2,982,000	\$ 2,800,000
52	5201	3754	Impact Fees	110,004	480,370	245,000	245,000	245,000
52	5201	5010	Transfer from General Fund	-	11,055	-	-	-
			Beginning Fund Balance Appropriation	116,091	-	1,703,880	1,708,880	2,697,665
Total Revenue				\$ 1,905,670	\$ 3,840,647	\$ 4,930,880	\$ 4,935,880	\$ 5,742,665
Wastewater Collection								
52	5201	4001	Full Time Regular	\$ 229,258	\$ 197,649	\$ 300,159	\$ 300,159	\$ 312,157
52	5201	4002	Part Time Regular	2,110	123	-	-	2,228
52	5201	4003	Seasonal Employee	455	-	924	924	955
52	5201	4005	Overtime	985	311	7,000	7,000	7,000
52	5201	4006	Other Compensation	550	-	-	-	-
52	5201	4008	Compensation Adjustments	-	-	5,442	5,442	12,286
52	5201	4051	Retirement & Taxes	50,334	25,337	74,115	74,115	69,907
52	5201	4053	Insurance	35,941	41,304	74,095	74,095	81,699
52	5201	4101	Maintenance	\$ 34,351	\$ 95,299	\$ 223,000	\$ 223,000	\$ 266,245
52	5201	4105	Membership Dues & Subscriptions	949	872	4,000	4,000	5,450
52	5201	4108	Meetings	-	295	480	480	480
52	5201	4151	Equipment	10,982	5,093	40,400	40,400	40,900
52	5201	4152	Supplies	2,860	4,689	73,500	73,500	108,500
52	5201	4154	Uniforms	456	506	1,500	1,500	2,700
52	5201	4201	Water Usage	-	1,216	1,500	1,500	1,500
52	5201	4205	Electric Charges	17,353	17,541	27,000	27,000	31,050
52	5201	4301	Contract Services	908,832	1,028,989	1,346,850	1,346,850	1,419,600
52	5201	4306	Public Engagement	-	-	800	800	1,400
52	5201	4407	Certification & Testing	631	525	7,500	7,500	7,500
52	5201	4413	Training	-	810	3,000	3,000	4,000
52	5201	4414	Travel	-	1,160	3,000	3,000	4,000
52	5201	4651	Capital Expense	-	-	2,494,880	2,499,880	3,100,337
52	5201	4803	Interest on Debt	-	56,831	100,000	100,000	100,000
52	5201	4804	Cost of Issuance	-	20,424	-	-	-
52	5201	4808	Bad Debt Expense	2,687	-	-	-	-
52	5201	6061	Transfer to Internal Service Fund	125,050	141,930	141,734	141,734	162,771
Total Wastewater Collection				\$ 1,423,784	\$ 1,640,904	\$ 4,930,880	\$ 4,935,880	\$ 5,742,665
Surplus (Deficit)				\$ 481,886	\$ 2,199,743	\$ 0	\$ 0	(0)

STORMWATER

FUND 53

				AMEND #3		AMEND #4		PROJECTED
				ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 25-26
Revenue								
53	5301	3602	Utility Service Sales	\$ 328,334	\$ 305,713	\$ 270,000	\$ 270,000	\$ 350,000
53	5301	5010	Transfer from General Fund	-	26,661	570	570	243,228
			Beginning Fund Balance Appropriation	49,220	-	302,121	302,121	36,005
Total Revenue				\$ 377,554	\$ 2,370,374	\$ 572,691	\$ 572,691	\$ 629,233
Stormwater Administration & Permitting								
53	5301	4001	Full Time Regular	\$ 79,106	\$ 176,151	\$ 262,819	\$ 262,819	\$ 263,799
53	5301	4002	Part Time Regular	-	-	-	-	2,228
53	5301	4003	Seasonal Employee	226	-	924	924	955
53	5301	4005	Overtime	198	954	6,000	6,000	6,000
53	5301	4006	Other Compensation	-	-	600	600	240
53	5301	4008	Compensation Adjustments	-	-	4,705	4,705	10,345
53	5301	4051	Retirement & Taxes	17,280	22,401	64,872	64,872	59,756
53	5301	4053	Insurance	6,458	14,407	57,285	57,285	56,865
53	5301	4101	Maintenance	\$ 1,013	\$ 7,439	\$ 18,951	\$ 18,951	\$ 35,000
53	5301	4103	Public Notices	-	-	200	200	200
53	5301	4105	Membership Dues & Subscriptions	963	1,470	1,749	1,749	3,000
53	5301	4108	Meetings	-	-	180	180	1,240
53	5301	4151	Equipment	-	-	-	-	1,400
53	5301	4152	Supplies	1,141	-	3,000	3,000	9,500
53	5301	4154	Uniforms	-	312	600	600	1,850
53	5301	4301	Contract Services	6,490	-	30,000	30,000	53,000
53	5301	4303	Software Maintenance	1,200	1,200	2,000	2,000	1,400
53	5301	4306	Public Engagement	462	103	2,650	2,650	3,500
53	5301	4407	Certification & Testing	1,750	1,750	3,950	3,950	3,400
53	5301	4413	Training	85	-	600	600	1,000
53	5301	4414	Travel	1,339	-	-	-	-
53	5301	4808	Bad Debt Expense	370	-	-	-	-
53	5301	6061	Transfer to Internal Service Fund	59,605	89,942	111,607	111,607	114,556
Total Stormwater Admin & Permitting				\$ 177,684	\$ 316,129	\$ 572,691	\$ 572,691	\$ 629,233
Stormwater Admin & Permitting				\$ 177,684	\$ 401,661	\$ 572,691	\$ 572,691	\$ 629,233
Stormwater Maintenance				-	-	-	-	-
Total Stormwater				\$ 177,684	\$ 401,661	\$ 572,691	\$ 572,691	\$ 629,233
Surplus (Deficit)				\$ 199,870	\$ 1,968,713	\$ 0	\$ 0	\$ 0

TRANSPORTATION

FUND 54

						AMEND #3	AMEND #4	PROJECTED
				ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 25-26
Revenue								
54	5401	3401	Road Cut Fee	\$ 16	\$ -	\$ -	\$ -	\$ -
54	5401	3757	Utility Transportation Fee	-	-	-	-	1,101,587
54	5401	3205	Grant Revenue	-	25,000	-	-	-
54	5401	5010	Transfer from General Fund	689,595	375,439	1,108,814	1,098,814	959,650
			Beginning Fund Balance Appropriation	-	-	550,423	550,423	-
Total Revenue				\$ 689,611	\$ 400,439	\$ 1,659,237	\$ 1,649,237	\$ 2,061,237
Transportation								
54	5401	4001	Full Time Regular	\$ 179,291	\$ 157,908	\$ 250,672	\$ 250,672	\$ 257,673
54	5401	4002	Part Time Regular	-	708	8,103	8,103	8,707
54	5401	4005	Overtime	574	986	27,000	27,000	27,000
54	5401	4006	Other Compensation	1,600	900	1,200	1,200	1,320
54	5401	4008	Compensation Adjustments	-	-	4,560	4,560	10,099
54	5401	4051	Retirement & Taxes	37,611	20,122	63,351	63,351	58,908
54	5401	4053	Insurance	9,412	19,109	63,075	63,075	62,250
54	5401	4101	Maintenance	\$ 4,376	\$ 16,759	\$ 51,500	\$ 51,500	\$ 58,000
54	5401	4105	Membership Dues & Subscriptions	-	2,420	5,000	5,000	5,890
54	5401	4108	Meetings	-	-	240	240	600
54	5401	4151	Equipment	86,736	11,162	65,900	65,900	22,900
54	5401	4152	Supplies	1,466	25,336	47,500	47,500	48,000
54	5401	4154	Uniforms	406	269	1,700	1,700	3,750
54	5401	4205	Electrical Charges	272,118	-	-	-	38,400
54	5401	4301	Contract Services	272,118	48,196	802,925	757,925	631,400
54	5401	4355	Miscellaneous	-	-	5,000	5,000	5,000
54	5401	4413	Training	-	370	2,900	2,900	6,250
54	5401	4414	Travel	-	941	2,800	2,800	4,900
54	5401	4651	Capital Expense	-	-	-	35,000	400,000
54	5401	4808	Bad Debt Expense	1,888	-	-	-	-
54	5401	6061	Transfer to Internal Service Fund	123,253	213,216	255,810	255,810	114,556
54	5401	9580	Budgeted Increase in Fund Balance	-	-	-	-	295,634
Total Transportation				\$ 990,849	\$ 518,402	\$ 1,659,237	\$ 1,649,237	\$ 2,061,237
Surplus (Deficit)				\$ (301,238)	\$ (117,963)	\$ 0	\$ 0	\$ (0)

INTERNAL SERVICE

FUND 61

						AMEND #3	AMEND #4	PROJECTED
				ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 25-26
Revenue								
61	6101	5010	Transfer from General Fund	\$ 433,001	\$ 769,904	\$ 730,734	\$ 730,734	\$ 934,447
61	6101	5025	Transfer from RDA Fund	56,420	62,898	75,000	75,000	75,000
61	6101	5051	Transfer from Water Fund	237,841	256,688	179,300	179,300	228,383
61	6101	5052	Transfer from Wastewater Fund	125,050	141,930	141,734	141,734	162,771
61	6101	5053	Transfer from Stormwater Fund	59,605	89,942	111,607	111,607	114,556
61	6101	5054	Transfer from Transportation Fund	123,253	213,216	255,810	255,810	291,538
			Beginning Fund Balance Appropriation	60,000	-	210,567	270,567	33,934
Total Revenue				\$ 1,095,170	\$ 1,580,523	\$ 1,704,752	\$ 1,764,752	\$ 1,840,628
Internal Service Administration								
61	6101	4001	Full Time Regular	\$ 19,008	\$ 14,720	\$ -	\$ -	\$ -
61	6101	4051	Retirement & Taxes	3,857	3,620	-	-	-
61	6101	4053	Insurance	89	2,179	-	-	-
61	6101	4301	Contract Services	120,889	133,428	165,300	225,300	190,322
Total Internal Service Administration				\$ 143,843	\$ 153,947	\$ 165,300	\$ 225,300	\$ 190,322
Facilities								
61	6102	4001	Full Time Regular	\$ 20,596	\$ 32,817	\$ 61,741	\$ 61,741	\$ 66,429
61	6102	4002	Part Time Regular	8,074	1,062	7,498	7,498	7,390
61	6102	4003	Seasonal Employee	-	-	12,155	12,155	13,061
61	6102	4008	Compensation Adjustments	-	-	1,236	1,236	2,845
61	6102	4051	Retirement & Taxes	4,030	(10,618)	16,928	16,928	16,338
61	6102	4053	Insurance	2,891	10,942	27,120	27,120	27,120
61	6102	4101	Maintenance	\$ 7,244	\$ 6,564	\$ 27,000	\$ 27,000	\$ 49,500
61	6102	4107	Lease Payments	67,943	74,130	77,186	77,186	79,500
61	6102	4152	Supplies	11,604	11,309	15,900	15,900	16,000
61	6102	4201	Water Charges	-	3,060	3,500	3,500	3,850
61	6102	4204	Natural Gas Charges	9,877	6,933	13,500	13,500	14,850
61	6102	4205	Electric Charges	11,939	13,225	17,600	17,600	19,360
61	6102	4206	Telephone & Internet	18,638	22,451	43,000	43,000	44,950
61	6102	4208	Miscellaneous Facilities Charges	5,020	948	4,000	4,000	4,000
61	6102	4210	Cellular Phone Bills	17,195	23,180	25,000	25,000	28,750
61	6102	4301	Contract Services	54,514	80,879	92,226	92,226	100,527
61	6102	4355	Miscellaneous	-	11,321	-	-	-
Total Facilities				\$ 241,010	\$ 288,213	\$ 445,590	\$ 445,590	\$ 494,471
Fleet Management								
61	6103	4101	Maintenance	\$ 14,006	\$ 17,442	\$ 21,250	\$ 21,250	\$ 27,000
61	6103	4107	Lease Payments	15,593	12,539	291,681	291,681	288,539
61	6103	4151	Equipment	2,516	432	10,000	10,000	10,000
61	6103	4301	Contract Services	121	14,316	29,000	29,000	29,600
61	6103	4751	Vehicle Replacement	209	24,290	-	-	-
61	6103	4759	Vehicle Repairs	7,906	7,636	15,000	15,000	15,000
61	6103	4760	Vehicle Fuel	50,597	54,467	82,900	82,900	99,126
Total Fleet Management				\$ 90,948	\$ 131,122	\$ 449,831	\$ 449,831	\$ 469,266

INTERNAL SERVICE

FUND 61

						AMEND #3	AMEND #4	PROJECTED
				ACTUAL	ACTUAL	BUDGET	BUDGET	BUDGET
FUND	ORG	ACCT	DESCRIPTION	FY 22-23	FY 23-24	FY 24-25	FY 24-25	FY 25-26
Information Systems								
61	6104	4151	Equipment	\$ 3,210	\$ 8,165	\$ 5,250	\$ 5,250	\$ 10,050
61	6104	4301	Contract Services	64,525	73,501	158,550	158,550	81,900
61	6104	4303	Software Maintenance	67,961	119,238	139,480	139,480	246,122
61	6104	4551	Computer Replacement	27,981	33,816	37,500	37,500	20,000
Total Information Systems				\$ 163,677	\$ 234,720	\$ 340,780	\$ 340,780	\$ 358,072
Human Resources								
61	6105	4001	Full Time Regular	\$ 68,394	\$ 130,828	\$ 137,584	\$ 137,584	\$ 147,515
61	6105	4006	Other Compensation	500	2,552	600	600	720
61	6105	4008	Compensation Adjustments	-	-	2,479	2,479	5,747
61	6105	4051	Retirement & Taxes	16,148	30,393	33,213	33,213	32,217
61	6105	4053	Insurance	17,157	27,171	44,476	44,476	44,476
61	6105	4054	Wellness	-	-	18,360	18,360	18,450
61	6105	4105	Membership Dues & Subscriptions	\$ 125	\$ 961	\$ 800	\$ 800	\$ 1,480
61	6105	4108	Meetings	-	69	240	240	240
61	6105	4152	Supplies	-	21	200	200	200
61	6105	4355	Miscellaneous	22,510	35,072	42,000	42,000	45,152
61	6105	4410	Employee Appreciation	-	15,162	14,000	14,000	13,000
61	6105	4413	Training	249	2,490	7,300	7,300	17,300
61	6105	4414	Travel	171	1,649	2,000	2,000	2,000
Total Human Resources				\$ 125,254	\$ 246,368	\$ 303,252	\$ 303,252	\$ 328,498
Internal Service Administration				\$ 143,843	\$ 153,947	\$ 165,300	\$ 225,300	\$ 190,322
Facilities				241,010	288,213	445,590	445,590	494,471
Fleet Management				90,948	131,122	449,831	449,831	469,266
Information Systems				163,677	234,720	340,780	340,780	358,072
Human Resources				-	246,368	303,252	303,252	328,498
Total Internal Service				\$ 639,478	\$ 1,054,370	\$ 1,704,753	\$ 1,764,753	\$ 1,840,628
Surplus (Deficit)				\$ 455,692	\$ 526,153	\$ (0)	\$ (0)	\$ 0

VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: June 25, 2025

Agenda Item: DISCUSSION AND ACTION - Adoption of Ordinance for salary increases
(Ordinance 2025-12)

Department: Human Resource

Presenter: Eric Ellis

Background/Discussion:

In accordance with Utah Code §10-3-818, Vineyard City is required to ensure transparency when adjusting salaries for elective and statutory officers. This section of state law mandates that salary changes for elected officials and statutory officers must be adopted by ordinance following a public hearing. Statutory officers include department directors, the City Recorder, the City Treasurer, and any deputies to those positions.

Recommended Compensation Changes:

- Statutory Officers: Recommended to receive a 2% Cost-of-Living Adjustment (COLA) and a 3% merit increase, totaling a 5% salary increase.
- Exception – Parks and Recreation Director: Recommended to receive an additional 5% market adjustment, resulting in a 10% total increase, to align with market comparability and internal equity.
- Exception – Deputy Building Official: Will not receive an increase this year, as their current salary exceeds the maximum of the approved range.
- Mayor and City Council: Recommended to receive a 2% COLA, consistent with the adjustment provided to other City employees. This increase is authorized by Ordinance No. 2023-03, which states:

"The annual compensation of the Mayor and Councilmembers shall increase year-to-year at the same percentage as the cost-of-living adjustment (COLA) adopted for employees of the City through the annual budgeting process."

Legal Requirement:

Per Utah Code §10-3-818, compensation changes for elected and statutory officers must:

- Be presented in a public hearing
- Be adopted by ordinance

Fiscal Impact:

FY26 - Statutory Officers (including adjustments): \$59,249.62

FY26 - Mayor and City Council (2% COLA): \$2,078.83

Recommendation:

- Approve the 5% salary increase for statutory officers (2% COLA + 3% merit)
- Approve the 10% total increase for the Parks and Recreation Director

- Approve the 2% COLA for the Mayor and City Council in accordance with Ordinance No. 2023-03

Sample Motion:

"I move to adopt Ordinance 2025-12, approving the proposed salary increases for statutory officers, including a 5% total increase for eligible statutory positions, and a 10% total increase for the Parks and Recreation Director; and to approve a 2% COLA increase for the Mayor and City Council in accordance with Ordinance No. 2023-03."

Attachments:

1. Director & Appointed Salaries
2. Ordinance 2025-12 Elective and Statutory Officials Salary Ordinance

Director & Appointed Salaries FY26

Position Title	Current Annual Salary	Proposed Increase	New Estimated
			Annual Salary
Chief Building Official	\$ 121,630.86	5%	\$ 127,712.40
City Manager	\$ 163,406.36	5%	\$ 171,576.68
Deputy City Recorder	\$ 50,211.20	5%	\$ 52,721.76
Engineer/Public Works Director	\$ 159,006.64	5%	\$ 166,956.97
Assistant City Engineer	\$ 102,003.20	5%	\$ 107,103.36
Finance Director	\$ 111,825.74	5%	\$ 117,417.03
Parks and Recreation Director	\$ 92,966.64	10%	\$ 102,542.20
Community Development Director	\$ 131,848.34	5%	\$ 138,440.76
City Recorder	\$ 81,635.06	5%	\$ 85,716.81
Treasurer	\$ 71,913.66	5%	\$ 75,509.34
Subtotal:			\$ 1,086,447.70
Fiscal Impact:			\$ 59,249.62
City Council Member	\$ 15,991.04	2%	\$ 16,310.86
City Council Member	\$ 15,991.04	2%	\$ 16,310.86
City Council Member	\$ 15,991.04	2%	\$ 16,310.86
City Council Member	\$ 15,991.04	2%	\$ 16,310.86
New City Council Member 2026	\$ 7,995.52	2%	\$ 8,155.43
City Council/Mayor	\$ 31,981.73	2%	\$ 32,621.36
Subtotal:			\$ 103,941.41
Fiscal Impact: 5 Council and 1 Mayor			\$ 2,078.83

ORDINANCE # 2025-12

AN ORDINANCE SETTING THE COMPENSATION OF ELECTIVE AND STATUTORY OFFICERS

WHEREAS, Utah law 10-3-818 provides that elective and statutory officers in municipalities may only receive compensation for services pursuant to ordinance enacted by the legislative body following a public hearing;

WHEREAS, a public hearing was duly noticed and held on June 25, 2025; and

WHEREAS, the elected and statutory officials of Vineyard Utah, include the Mayor, Councilmembers, City Manager, City Recorder, Deputy Recorder, City Treasurer, and Chief Building Official, Deputy Building Official, and Department Directors;

NOW THEREFORE, BE IT ORDAINED by the City of Vineyard, Utah, that:

Section I: The annual compensation for elective and statutory officials is as follows:

Position Title	Current Estimated Annual Salary	Proposed Increase	New Estimated Annual Salary
Chief Building Official	\$121,630.86	5%	\$127,712.40
City Council	\$15,991.04	2%	\$16,310.86
New City Council Member 2026	\$7,995.52	2%	\$8,155.43
Mayor	\$31,981.73	2%	\$32,621.36
City Manager	\$163,406.36	5%	\$171,576.68
Deputy City Recorder	\$50,211.20	5%	\$52,721.76
Engineer/Public Works Director	\$159,006.64	5%	\$166,956.97
Assistant City Engineer	\$102,003.20	5%	\$107,103.36
Finance Director	\$111,825.74	5%	\$117,417.03
Parks and Recreation Director	\$92,966.64	5%	\$102,542.20
Community Development Director	131,848.34	5%	\$138,440.76
Recorder	\$81,635.06	5%	\$85,716.81
Treasurer	\$71,913.66	5%	\$75,509.34

Section II: Effective Date. This Ordinance shall become effective July 1, 2024.

PASSED AND APPROVED by the Vineyard City Council this 26th day of June 2024.

Mayor Julie Fullmer

Attest:

Pamela Spencer, City Recorder

DRAFT



RESOLUTION NO. 2025-37

A RESOLUTION OF THE VINEYARD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE LOCKHART GROUP

WHEREAS on November 5, 2024, voters in Utah County approved Propositions 11 and 14, which approved and initiated a three-way split of the Alpine School District (ASD); and

WHEREAS as a result of the split, the municipal boundaries of Orem, Vineyard, Lindon, and Pleasant Grove, and contiguous parts of unincorporated Utah County, will be included in a reorganized new school district which is temporarily referred to as the “Timpanogos School District;” and

WHEREAS Orem, Vineyard, Lindon and Pleasant Grove previously entered into an interlocal agreement to provide a framework for cooperation, define financial contributions and shared responsibilities, and ensure long-term support for the Timpanogos School District (“TSD”); and

WHEREAS the interlocal agreement established a Reorganization Committee consisting of mayors, council members, and city managers/administrators of each respective city to discuss and address matters related to the new school district; and

WHEREAS the Reorganization Committee believes that it would be in the best interest of the TSD to retain a professional consulting firm to provide the following services:

1. To provide professional consulting and advice to the TSD on issues related to the school district split;
2. To serve as the TSD’s primary representative and liaison to communicate and work cooperatively with the other two new school districts on issues related to the school district split;
3. To assist the TSD in identifying and procuring additional state and federal appropriations for the improvement of schools within the new TSD;
4. To work collaboratively with the other two new school districts and state legislators to make improvements in the law governing school district splits, as needed; and
5. To provide such other consulting services to the TSD as the Reorganization Committee deems appropriate.

WHEREAS the Lockhart Group is a well-respected public advocacy group with substantial experience in providing services of the type described above; and

WHEREAS the City believes that the Lockhart Group has the ability to work cooperatively and effectively with the other two new school districts and with the state legislature to achieve the objectives described herein; and

WHEREAS the City, in cooperation with the cities of Orem, Pleasant Grove and Lindon, desires to hire the Lockhart Group to provide the services described in this resolution; and

WHEREAS the Vineyard City Council finds that it is in the best interest of the City to enter into the proposed agreement with the Lockhart Group.

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

Section 1. Approval. The City Council of the City of Vineyard hereby authorizes the City Manager to execute an agreement with the Lockhart Group and the cities of Orem, Pleasant Grove, Vineyard, and Lindon for the services described herein.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 25th day of June 2025.

Julie Fullmer, Mayor

Attest:

Pamela Spencer, City Recorder



Exhibit A
Agreement with Lockhart Group

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