



NOTICE OF PUBLIC MEETING

TO THE PUBLIC AND RESIDENTS OF VERNAL CITY: Notice is hereby given that the **VERNAL CITY COUNCIL** will hold a regular meeting on *August 5, 2026 at 6:00 p.m.* in the Vernal City Council Chambers at 374 East Main St, Vernal, Utah.

A G E N D A

OPENING CEREMONY

1. Invocation or uplifting thought
2. Pledge of Allegiance

STANDING BUSINESS

3. Approval of the Minutes of the Regular City Council Meeting held July 15, 2026

POLICY AND LEGISLATION

4. Consider the approval of the White House Academy lease - Braeden Christofferson
5. Consider the approval of Resolution 2026-07, Amending the Business License Fee Schedule - Braeden Christofferson
6. Consider the approval for 500 S Intersection Study with Sunrise Engineering - Keith Despain
7. Consider the approval of geotechnical services agreement for the Community Block Phase 1 - Keith Despain
8. Consider the approval of surveying services agreement with Sunrise Engineering for the Community Block Phase 1 - Keith Despain
9. Consider the approval of the contract for engineering services with Jones and DeMille for the Major Roadway Rehabilitation Project - Keith Despain
10. Consider the approval of the Change Order 3 with Condie Construction for work on the 3500 West transmission line - Keith Despain

STAFF REPORTS

CLOSED SESSION

By motion of the Vernal City Council, pursuant to Utah State Code Title 52, Chapter 4, sections 204 and 205, the City Council may vote to hold a closed session for any of the purposes identified in that chapter.

ADJOURN

NOTE: Supporting documentation for this meeting can be found by visiting the Vernal City website at www.vernal.gov and in the Utah Public Notice Website www.utah.gov/pmn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify Sara Bell, City Recorder, at 374 East Main, Vernal, Utah 84078 or phone (435)789-2255 at least three days before the meeting. The order of agenda items may change to accommodate the needs of the City Council, staff, and/or public.

MEMORANDUM

TO: Mayor & City Council

From: Quinn Bennion, City Manager

RE: Agenda Items for August 5, 2026 Council Meeting

4. **Consider the approval of the White House Academy lease** - Braeden Christofferson - Approval of the White House Academy lease for a 10-month term. This lease is substantially the same as the lease used in prior years; however, the new lease does not include a renewal clause. Once the 10-month lease term expires in June 2027, the lease will not be renewed.
5. **Consider the approval of Resolution 2026-07, Amending the Business License Fee Schedule** - Braeden Christofferson - Approval to add the business license fees to the City's fee schedule for better transparency. Previously, the business license fees were located within the business license code, which made them more difficult to find. As part of the recent update to the business license code, the fees were removed from the code section and reorganized so they could be placed in the City's fee schedule instead. This makes the fees easier for businesses, residents, and staff to locate and understand.
6. **Consider the approval for 500 S Intersection Study with Sunrise Engineering** - Keith Despain. The City recently received a UDOT Technical Planning Assistance grant. The purpose is to study the intersections of 500 S at 500 W and Vernal Avenue. After collecting and reviewing traffic counts, patterns and trends, the consultant will recommend options for improvements to the intersections with concept designs. The grant does not include funding for design or construction. The contract amount is \$94,400.
7. **Consider the approval of geotechnical services agreement for the Community Block Phase 1** - Keith Despain. With the design services for the Vernal Community Block underway, we need to gather geotechnical information for the site. These services will help engineering design for structures and other site improvements. We received two proposals, both from firms on the Wasatch Front. Staff is waiting on responses

from the proposers to solidify options and pricing before selecting which firm to move forward with. Either proposal may need to be supplemented due to contaminated drill sites.

8. **Consider the approval of surveying services agreement with Sunrise Engineering for the Community Block Phase 1** - Keith Despain. Also as groundwork for the design and construction on the Vernal Community Block, an ALTA survey of the entire block is needed. This will allow for preliminary design across the entire block now and detailed design for this first phase. The proposed fee is \$18,800 for Sunrise Engineering, who is the civil engineering subcontractor on the design project, to do the survey.
9. **Consider the approval of the contract for engineering services for the Major Roadway Rehabilitation Project** - Keith Despain. This engineering services contract is for design, bidding, and construction engineering services for Jones & Demille. The contract amount is broken into two parts, the pre-construction phase (design and bidding) and the construction phase. The fee for the pre-construction engineering is a lump sum amount of \$85,000. The fee for the construction engineering is hourly with an estimated amount of \$108,300. This is a major overlay (500 S) and chip seal project for which we received CIB funding at 50% grant, 50% loan. The City's loan portion will be paid with B&C road funds.
10. **Consider the approval of Change Order 3 for Condie Construction on the 100 N and 3500 W project** - Keith Despain. This change order comes as a request from the water department to install a new tank control vault at the 1 million gallon water tank. Last year the water crew sliplined nearly 3 miles of HDPE water line inside the aged line that runs along 3500 W and feeds the 1MG tank. To complete that portion of the project, a new vault has been designed to control the levels in the tank. Staff is working with Condie Construction to get the vault installed while keeping the entire project within the secured funding.

CLOSED SESSION

- Discussion of the character, professional competence, or physical or mental health of an individual;
- Strategy sessions to discuss pending or reasonably imminent litigation;

- Strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state or a political subdivision,

**MINUTES OF THE VERNAL CITY COUNCIL REGULAR MEETING HELD
JULY 15, 2026 at 6:00 p.m. in the Vernal City Council Room, 374 East Main, Vernal,
Utah 84078.**

PRESENT: Councilmembers Ted Munford, Randel Mills, Robin O'Driscoll, Ed Long, Nick Porter, and Mayor Corey Foley.

WELCOME: Mayor Corey Foley welcomed everyone to the regular City Council meeting.

INVOCATION OR UPLIFTING THOUGHT: The invocation was given by Councilmember Ted Munford.

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Councilmember Randel Mills.

Mayor Corey Foley announced that the public hearing with respect to the issuance of sales tax revenue bonds has been canceled. City Manager Quinn Bennion stated that the public hearing would be rescheduled for the following month.

CONSIDER THE APPROVAL OF THE PURCHASE OF A NEW FORKLIFT AND AIR COMPRESSOR TRAILER - CLINT MORTON

Streets Supervisor Clint Morton presented a request to purchase a replacement forklift and air compressor for the Public Works Department. He explained that funding for both pieces of equipment had been included and approved during the City's FY2027 budget process. Mr. Morton stated that the current forklift is approximately 21 to 22 years old and the existing air compressor is approximately 24 years old, and both have experienced increasing maintenance issues and reliability concerns.

He further explained that staff obtained multiple quotes for the forklift, including State contract pricing, but identified a demonstration model with approximately 20 hours of use from another JCB dealer that would save the City approximately \$5,000. He added that the air compressor was quoted several thousand dollars below the amount originally budgeted.

Councilmember Ted Munford made a motion to approve the purchase of both the forklift and compressor trailer as presented. Councilmember Robin O'Driscoll seconded the motion. The motion passed unanimously with the following roll call vote:

Councilmember Munford aye;
Councilmember Mills aye;
Councilmember O'Driscoll..... aye;
Councilmember Long..... aye;
Councilmember Porter..... aye.

CONSIDER APPROVAL OF WATER CONSERVATION RATE STRUCTURE FOR FUTURE IMPLEMENTATION, IF NEEDED - KEITH DESPAIN

Public Works Director Keith Despain reminded the Council that the City recently adopted revised water rates following a public hearing and significant public input. At that time, the Council chose

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to postpone consideration of conservation rates, and staff was now returning with a proposal to establish those rates in advance so they would be available if future water supply conditions warranted their use. Mr. Despain emphasized that staff was not recommending implementation at this time, only approval of the rate structure for future use.

Mr. Despain explained that the proposed conservation rates were designed to encourage reduced water consumption rather than generate additional revenue. Under the proposal, the first 8,000 gallons of water usage would receive a reduced volumetric rate to reward low water users, while higher usage tiers would increase substantially. He clarified that the proposal affected only volumetric water rates and would not change the monthly base rate. Staff evaluated several usage scenarios, demonstrating that low-volume users would see reduced charges while higher-volume users would experience significantly higher costs under conservation rates. He reiterated that conservation rates would only be considered during periods of limited water supply and would serve as a temporary tool to encourage water conservation.

Mr. Despain noted that the Ashley Valley Water and Sewer Improvement District had implemented conservation rates over the past two years and observed increased water conservation after adopting more aggressive pricing. While the City's proposed rates differed because Vernal no longer distinguishes between residential and commercial customers, he stated the proposed multipliers were generally comparable.

Councilmember Robin O'Driscoll asked how much notice residents would receive before conservation rates were implemented. Mr. Despain explained that implementation would be determined by the Public Works Committee after reviewing key water supply indicators with staff. If conservation rates were deemed necessary, they would take effect during the following billing cycle, allowing time to notify residents. The same review process would be used to discontinue the rates once conditions improved.

Councilmember Ed Long commented that Ashley Valley Water and Sewer Improvement District's previous conservation rates resulted in approximately a 20 percent reduction in water usage, prompting the district to adopt even stronger multipliers this year. He stated he believed Vernal City's proposed two to three times multiplier was appropriate to achieve a meaningful reduction in water use during a critical water shortage and supported establishing the rates for temporary use if needed.

City Manager Quinn Bennion noted that staff had also discussed creating an appeal process for customers experiencing unique hardships. Mr. Despain explained that the original proposal included an application process that would allow businesses or other customers with exceptional circumstances to request individual consideration. Councilmember Ted Munford expressed support for including an appeal process, and Mr. Bennion cited the hospital as an example of a customer with limited ability to reduce essential indoor water use while acknowledging that determining eligibility could become complex.

Mayor Corey Foley expressed concern that conservation rates should not become a source of excess revenue. He stated that any additional funds generated should be dedicated solely to water-related purposes, such as acquiring additional water, improving water infrastructure, or funding conservation efforts, rather than unrelated City expenditures. Mr. Despain agreed, emphasizing that the objective of the conservation rates was to reduce water consumption, not increase revenue,

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and that any additional revenue generated would be reserved for water acquisition and conservation purposes.

Councilmember Ed Long made a motion to approve the water conservation rate structure as presented for future implementation, with the caveat that the additional funds raised from the price increase would be used for conservation and acquiring more water. Councilmember Nick Porter seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll</i>	<i>aye;</i>
<i>Councilmember Long</i>	<i>aye;</i>
<i>Councilmember Porter</i>	<i>aye.</i>

CONSIDER THE APPROVAL OF A DESIGN AGREEMENT WITH MHTN FOR DESIGN ON PHASE 1 OF THE COMMUNITY BLOCK - QUINN BENNION

City Manager Quinn Bennion presented a proposed design agreement with MHTN for Phase 1 of the Community Block project. He explained that the project was identified as a priority in the City's Capital Improvement Program adopted during the budget process and would advance development of the Lamplighter Block, also referred to as the Community Block or future Town Square.

Mr. Bennion stated that the City had secured approximately \$3 million in capital funding and an additional \$2 million in grant funding for Phase 1. The initial phase would include installation of underground utilities, including water, sewer, gas, and potential future fiber infrastructure, construction of perimeter parking, and grading and site preparation to accommodate future project elements.

Mr. Bennion explained that the City had worked with several design firms on downtown projects over the past five years and recommended selecting MHTN based on its previous work developing the 2021 Downtown Master Plan and its involvement as a subconsultant on the Community Block concept plans. Although the agreement was not procured through a formal Request for Proposals or Request for Qualifications process, he stated that the Public Works Committee requested assurance that the proposed fees were reasonable. To address that concern, MHTN agreed to utilize the Utah Division of Facilities Construction and Management fee schedule, which Mr. Bennion noted was slightly below the firm's standard rates and provided confidence that the proposed fees were fair and competitive.

Mr. Bennion further explained that MHTN would partner with Sunrise Engineering to provide surveying and civil engineering services for the project. The proposed design fee of \$361,565 represented approximately 7.23 percent of the total project cost, which he described as reasonable for a project of this size. He also noted that certain services, including geotechnical work, were specifically excluded from the agreement. If approved, MHTN would begin work immediately with the goal of completing the design in time to advertise the project for bids during the winter months, allowing construction to begin the following summer.

Councilmember Ed Long asked whether the proposed fee included additional consultant charges billed on an hourly basis. Mr. Bennion clarified that all consultant hours identified in the scope of

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work were included in the proposed fee, as detailed on pages 17 and 18 of the agreement. He explained that only work identified as additional services, as outlined in the proposal, would be billed separately.

Councilmember Nick Porter motioned to approve the design agreement with MHTN for design on phase one of the community block, for the amount of \$361,565. Councilmember Robin O'Driscoll seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll.....</i>	<i>aye;</i>
<i>Councilmember Long.....</i>	<i>aye;</i>
<i>Councilmember Porter.....</i>	<i>aye.</i>

DISCUSSION REGARDING ANNEXATION OF WILLOW BEND AND WATER SERVICE AREAS - QUINN BENNION

Quinn Bennion reviewed the status of the Willow Bend annexation petition, noting that the Council had previously accepted the application and initiated the annexation process. He explained that the current discussion centered on determining future water service for the annexation area, which is presently divided between the Maeser Water Improvement District north of Main Street and the Ashley Valley Water and Sewer Improvement District south of Main Street.

Mr. Bennion explained that approximately 17 years earlier, Vernal City, Maeser Water, and Ashley Valley Water jointly constructed water infrastructure along Main Street and Aggie Boulevard, with each entity contributing based on its respective service area. Because the existing infrastructure already serves both sides of the roadway, staff believed it would be most practical for a single provider to serve the entire annexation area rather than introducing additional exchanges or constructing new water lines. He reported that City staff had met with representatives from both water districts to begin discussions and described the meeting as productive, although no final agreement had been reached. Ashley Valley Water indicated it would support either Vernal City or Maeser Water serving the area, while Maeser Water expressed its desire to retain its existing service territory and any future customers within its district.

Mayor Corey Foley clarified that the Willow Park Apartments were not included in the annexation request and would remain in unincorporated Uintah County. Discussion also addressed the existing cost-sharing agreement for the jointly constructed water line. Mr. Bennion explained that if service boundaries changed, the participating entities had discussed adjusting each district's ongoing percentage of responsibility moving forward rather than attempting to reconcile costs retroactively.

Councilmember Nick Porter asked whether the City could annex the property while allowing another entity to continue providing water service. Mr. Bennion confirmed that municipal boundaries and water service boundaries are not required to be the same, although doing so could create customer confusion regarding utility services, require separate billing for certain City services such as residential garbage collection, and establish an additional taxing district within the City. Mayor Foley also noted that future annexations in the surrounding area could further complicate long-term service boundaries.

Andrew Dudson, General Manager of Maeser Water Improvement District, addressed the Council

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and outlined Maeser Water's existing water and sewer infrastructure serving the area. He explained that the district has invested significant resources maintaining those systems and wished to retain its existing service territory and future customers. He stated that the Maeser Water Board had authorized staff to negotiate with the City but also directed them to protect the district's current boundaries and indicated the district intended to submit a protest to the Boundary Commission if necessary.

Councilmember Ted Munford questioned whether Main Street itself could serve as the boundary between service providers. Mr. Bennion responded that while such an arrangement was possible, staff preferred minimizing the number of service exchanges to simplify operations and future development. Mr. Dudson noted that Maeser Water's existing district boundaries already extend south of Main Street in certain locations, creating irregular boundaries that further complicated the discussion.

Councilmember Ed Long stated that he placed significant value on honoring the property owner's request for annexation unless a substantial reason existed to do otherwise. He commented that he had not heard any justification that outweighed the landowner's wishes and believed the City's goal should be to accommodate the request. Mr. Bennion clarified that regardless of the outcome of the water service discussions, the annexation itself would still proceed into Vernal City if approved. Mayor Foley emphasized the importance of reaching an agreement among the entities before the matter reached the Boundary Commission, noting that municipalities are generally expected to provide services to annexed properties and that creating additional overlapping taxing districts should be avoided whenever possible.

City Recorder Sara Bell informed the Council that August 3 was the deadline for filing protests, marking the end of the 30-day protest period following certification of the annexation petition. She reported that all required notices had been mailed to affected property owners and entities in accordance with state law. Councilmember Nick Porter remarked that receiving a protest would not necessarily prevent the annexation from moving forward.

Councilmember Ed Long reiterated the importance of understanding the petitioners' motivations and ensuring the City's actions reflected the landowners' wishes. Mr. Bennion agreed that staff would continue discussions with the petitioners and Maeser Water to better understand their preferences regarding utility service and to work toward a mutually agreeable solution before the Boundary Commission process continued.

CONSIDER APPROVAL OF CONDIE CONSTRUCTION CHANGE ORDER #2 - KEITH DESPAIN

Keith Despain presented Change Order No. 2 for the ongoing 100 North water and sewer improvement project. He reported that construction was progressing well, with the main water and sewer lines substantially complete except for the highway crossings at 500 West and Vernal Avenue, which were expected to be completed later in the month. Staff was also discussing the possibility of nighttime construction to minimize traffic disruptions.

Mr. Despain explained that the first item included in the change order resulted from the discovery of two abandoned water lines located directly within the alignment of the new water main. As construction progressed, the contractor was required to remove the abandoned lines while carefully working around existing utility crossings, including sewer and gas laterals, which slowed

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construction. Following negotiations with the contractor, staff determined the additional work resulted in a cost of \$31,120.61 and required an additional seven days of contract time.

The second item involved relocation of an existing sewer line near 800 West. Mr. Despain explained that the contractor discovered the elevation of the target manhole shown in the design plans was one foot higher than its actual elevation, requiring the newly installed sewer line to be excavated and lowered. The correction resulted in an additional cost of \$20,696.35 and two additional contract days. Mr. Despain stated that Jones & DeMille Engineering acknowledged the error as a design issue and agreed to reimburse the City's local share of the additional cost through a credit on a future engineering invoice.

Councilmember Ed Long asked whether Jones & DeMille would cover the entire cost of the change order. Mr. Despain clarified that the firm would reimburse only the City's local match, while the remaining eligible costs would continue to be covered through the project grant funding. Councilmember Robin O'Driscoll asked whether sufficient funding remained within the project budget to cover the change order, and Mr. Despain confirmed that adequate funds were available.

Water Superintendent Ivan Merrell noted that the contractor had verified elevations on approximately 20 manholes throughout the project, all of which had matched the design plans except for the final structure involved in this change order. He explained that because the previous elevations had been accurate, the contractor relied on the plans for the final connection, resulting in what he described as an unfortunate combination of circumstances. He emphasized that the project had otherwise progressed very well.

Mayor Corey Foley expressed appreciation for Jones & DeMille's willingness to acknowledge and take responsibility for the design error. Councilmember Long asked whether using grant funds for the change order would affect other planned improvements. Mr. Despain explained that the change order would not impact the 100 North project but could reduce available funding for planned work associated with the 3500 West improvements. He noted that staff anticipated sufficient funding would remain to complete the planned transmission line connection and vault improvements, although some discretionary project elements could be reduced if necessary.

Councilmember Robin O'Driscoll made a motion to approve Change Order No. 2 from Condi Construction as presented for the total amount of \$51,816.90 and an additional nine contract days. Councilmember Randel Mills seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll.....</i>	<i>aye;</i>
<i>Councilmember Long.....</i>	<i>aye;</i>
<i>Councilmember Porter.....</i>	<i>aye.</i>

UPDATE ON UDOT 1500 WEST/HIGHWAY 40 ACCESS – KEITH DESPAIN

Keith Despain reminded the Council that the Utah Department of Transportation (UDOT) had previously expressed safety concerns at the intersection and had considered restricting left turns and through movements from 1500 West. He reported that UDOT had since decided to postpone the project indefinitely and would not pursue the proposed changes at this time. He noted that

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UDOT may revisit the intersection in the future, particularly if improvements are made at Aggie Boulevard.

Quinn Bennion asked whether the update was related to a corridor agreement recently received from UDOT. Mr. Despain clarified that it was a separate matter. He explained that the City and UDOT maintain a corridor agreement identifying potential future traffic signal locations along Highway 40. Because all previously anticipated signals identified in the existing agreement have now been constructed, the agreement is due for an update. UDOT has proposed revising the corridor agreement to identify a future traffic signal at Aggie Boulevard and Highway 40. Mr. Despain emphasized that inclusion in the corridor agreement does not constitute a commitment to construct the signal but simply identifies it as a potential future location for planning purposes.

CONSIDER THE APPROVAL OF ORDINANCE NO. 2026-19, AMENDING VERNAL CITY MUNICIPAL CODE SECTION 16.06.010, ADMINISTRATION AND PROCEDURES – BRAEDEN CHRISTOFFERSON

Assistant City Manager Braeden Christofferson introduced the first of several proposed amendments to Title 16 of the Vernal City Municipal Code. He explained that the series of updates was intended to make the City's land use code cleaner, more accessible, more consistent, more efficient, and better aligned with Utah law while improving service to residents.

Mr. Christofferson explained that the proposed amendment to Section 16.06.010 clarifies the procedures for amendments to the General Plan and Title 16. He noted that the current code references rezonings but provides little guidance regarding the applicable process or required considerations. The proposed amendment removes rezoning procedures from this section so they can be addressed more comprehensively in a separate code section, while clarifying the procedures for General Plan and Title 16 amendments.

Mr. Christofferson reported that the Planning Commission reviewed the proposed amendment and recommended approval without substantive changes. He noted that the amendment was intended to streamline the review process while providing greater clarity within the City's development code.

Councilmember Ted Munford made a motion to approve Ordinance No. 2026-19 as presented. Councilmember Ed Long seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll</i>	<i>aye;</i>
<i>Councilmember Long</i>	<i>aye;</i>
<i>Councilmember Porter</i>	<i>aye.</i>

CONSIDER THE APPROVAL OF ORDINANCE NO. 2026-20, ADDING CHAPTER 16.07 AND AMENDING ZONING MAP SECTIONS OF THE VERNAL CITY MUNICIPAL CODE – BRAEDEN CHRISTOFFERSON

Braeden Christofferson presented Ordinance No. 2026-20, which creates a new Chapter 16.07 establishing a formal process for zoning map amendments and rezoning applications. He explained that the City's existing code provides limited guidance regarding the rezoning process, and the

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proposed ordinance would create a dedicated chapter outlining the procedures to improve consistency and transparency.

Mr. Christofferson stated that the proposed chapter establishes the review process for rezoning applications, including staff analysis, Planning Commission review, and final action by the City Council. It also formalizes public notification requirements, including mailed notice to surrounding property owners, posting notice on the subject property, and providing information regarding the time, place, and manner of the public hearing.

Mr. Christofferson further explained that the ordinance identifies 14 factors that the Planning Commission and City Council may consider when evaluating a rezoning request, including consistency with the General Plan, compatibility with surrounding land uses, and whether the proposal advances the purposes of the City's land use regulations. He noted that while infrastructure capacity and utility concerns may be discussed during the rezoning process, detailed engineering studies and capacity determinations are generally addressed during subsequent development review, such as the preliminary plat or site plan process. The ordinance also provides additional guidance regarding the use of development agreements when appropriate.

Mr. Christofferson concluded that the proposed amendments would provide a clearer, more comprehensive framework for staff, applicants, the Planning Commission, City Council, and the public throughout the rezoning process.

Councilmember Ed Long made a motion to approve Ordinance No. 2026-20 as presented. Councilmember Robin O'Driscoll seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll</i>	<i>aye;</i>
<i>Councilmember Long</i>	<i>aye;</i>
<i>Councilmember Porter</i>	<i>aye.</i>

CONSIDER THE APPROVAL OF ORDINANCE NO. 2026-21, AMENDING VERNAL CITY MUNICIPAL CODE SECTIONS 16.42.080 AND 16.44.080, R-3 AND R-4 RESIDENTIAL ZONES – SPECIAL PROVISIONS – BRAEDEN CHRISTOFFERSON

Braeden Christofferson explained that the ordinance includes several changes intended to improve the quality and functionality of future multifamily developments. He stated that the first amendment limits studio or efficiency dwelling units to no more than 25 percent of a multifamily development. He explained that the City had recently reduced parking requirements for studio apartments to encourage that housing type but wanted to prevent developers from using the reduced parking standard throughout an entire project. The proposed limitation would encourage a variety of housing types while maintaining adequate parking.

Mr. Christofferson also described new architectural standards requiring building articulation for structures exceeding 120 feet in length. He explained that the requirement was intended to avoid long, uninterrupted building facades and create more visually appealing developments. In addition, the ordinance would require multifamily developments containing 20 or more dwelling units to provide usable common open space that encourages resident interaction and recreation.

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Councilmember Nick Porter questioned the basis for limiting studio apartments to 25 percent of a development. While he understood the parking concerns, he asked whether there were additional community impacts that justified regulating the mix of unit types rather than allowing market demand to determine the appropriate balance. Mr. Christofferson responded that the primary objective was to prevent developers from taking advantage of the reduced parking requirements by constructing an excessive number of studio units. He added that the same concept had been applied to age-restricted developments and acknowledged that the parking concern was the principal reason for the proposed limitation.

Councilmember Nick Porter further noted that he did not anticipate developers constructing projects consisting primarily of studio apartments in the current market and questioned whether the standard would have much practical effect. He also expressed concern that the proposed building articulation requirements approached architectural or aesthetic regulation, an area the City had generally avoided. While he understood the intent, he cautioned against adopting standards that could be viewed as purely aesthetic.

Councilmember Nick Porter also asked how the proposed common open space requirement differed from the City's existing landscaping standards. Mr. Christofferson explained that while current landscaping requirements could be satisfied with grass, rock, or other landscaping materials, the proposed amendment places greater emphasis on creating functional community spaces where residents can gather and interact, rather than simply meeting minimum landscaping requirements. Councilmember Porter indicated he understood the concept and had no further questions.

Councilmember Randel Mills made a motion to approve Ordinance No. 2026-21 as presented. Councilmember Robin O'Driscoll seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll.....</i>	<i>aye;</i>
<i>Councilmember Long.....</i>	<i>aye;</i>
<i>Councilmember Porter.....</i>	<i>aye.</i>

CONSIDER THE APPROVAL OF ORDINANCE NO. 2026-22, AMENDING VERNAL CITY MUNICIPAL CODE SECTION 16.58.110 AND ADDING SECTIONS 16.58.112, 16.58.114, 16.58.116, AND 16.58.118 – BRAEDEN CHRISTOFFERSON

Braeden Christofferson presented Ordinance No. 2026-22 and explained that the current code contains a single section addressing amended plats but does not adequately distinguish between the various types of property boundary modifications or provide sufficient procedural guidance.

Mr. Christofferson stated that the proposed ordinance creates separate sections for subdivision amendments, subdivision vacations, boundary line adjustments, boundary establishments, and lot combinations. Each section outlines the applicable process, required plat information, and submission requirements, providing greater clarity for applicants, surveyors, and City staff. He noted that the proposed revisions were developed in coordination with the Uintah County Recorder's Office and the County Surveyor's Office after identifying several procedural gaps in

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the existing code. Both offices expressed support for the amendments, which are intended to create a more consistent and efficient review process.

Mayor Corey Foley expressed his support for the proposed changes, noting that inconsistent requirements between reviewing agencies can create unnecessary frustration for applicants. He stated that establishing uniform procedures would simplify the process for everyone involved.

Councilmember Nick Porter made a motion to approve Ordinance No. 2026-22 as presented. Councilmember Robin O'Driscoll seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll.....</i>	<i>aye;</i>
<i>Councilmember Long.....</i>	<i>aye;</i>
<i>Councilmember Porter.....</i>	<i>aye.</i>

CONSIDER THE APPROVAL OF ORDINANCE NO. 2026-23, AMENDING VERNAL CITY MUNICIPAL CODE SECTION 16.16.050, PROPOSED DEVELOPMENT – SUBMISSION OF PLANS AND DOCUMENTS – BRAEDEN CHRISTOFFERSON

Braeden Christofferson presented Ordinance No. 2026-23, which updates the submission requirements for planned residential unit developments. He explained that the current code contains several outdated provisions that no longer reflect the City's review process or current state law.

Mr. Christofferson stated that one of the primary amendments eliminates the requirement for applicants to submit multiple paper copies of development plans, replacing those requirements with a more streamlined digital submission process. He explained that the change modernizes the City's procedures and improves efficiency for applicants, staff, and reviewing agencies.

Mr. Christofferson also noted that the ordinance updates the final plat approval process to comply with current Utah law. The proposed amendments remove outdated references assigning final plat approval authority to the zoning administrator or legislative body and instead align the City's code with state requirements by identifying the appropriate land use authority as the final plat approval authority. He concluded that the proposed amendments modernize the City's development review process, simplify application requirements, and ensure consistency with state law.

Councilmember Robin O'Driscoll made a motion to approve Ordinance No. 2026-23 as presented. Councilmember Randel Mills seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll.....</i>	<i>aye;</i>
<i>Councilmember Long.....</i>	<i>aye;</i>
<i>Councilmember Porter.....</i>	<i>aye.</i>

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CONSIDER THE APPROVAL OF ORDINANCE NO. 2026-24, AMENDING VERNAL CITY MUNICIPAL CODE SECTION 16.24.160, OFF-SITE IMPROVEMENTS – BRAEDEN CHRISTOFFERSON

Braeden Christofferson presented Ordinance No. 2026-24, which amends the City's off-site improvement requirements. He explained that the current code lacks a clear process for addressing required improvements in areas where infrastructure, such as curb, gutter, and sidewalk, does not already exist. He cited the City's industrial areas as an example, where developers frequently request exceptions because installing isolated improvements is often impractical.

Mr. Christofferson explained that the proposed ordinance removes the Planning Commission from serving as a variance authority for off-site improvement requirements and instead establishes a process for administrative exemptions, deferrals, and other alternatives when appropriate. Under the proposed changes, the Zoning Administrator and Public Works Director would jointly evaluate whether required improvements are necessary and feasible for a particular project and determine appropriate alternatives that protect public safety while avoiding unnecessary costs for developers.

Mr. Christofferson stated that the amendments provide greater flexibility, establish a clearer review process, encourage appropriate development, and ensure infrastructure improvements are required only where they are practical and beneficial.

Councilmember Nick Porter commented that he was pleased to see many of the outdated provisions removed, noting that while the previous approach had been well-intentioned, it had not functioned as originally anticipated.

Councilmember Ed Long expressed appreciation for Mr. Christofferson's efforts to simplify and modernize the City's development ordinances.

Councilmember Nick Porter made a motion to approve Ordinance No. 2026-24 as presented. Councilmember Ed Long seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll</i>	<i>aye;</i>
<i>Councilmember Long</i>	<i>aye;</i>
<i>Councilmember Porter</i>	<i>aye.</i>

DISCUSSION REGARDING INTERLOCAL AGREEMENT FOR ATTORNEY SERVICES WITH THE COUNTY ATTORNEY'S OFFICE - QUINN BENNION

Mayor Corey Foley explained that the discussion was prompted by two letters the City had received from Uintah County, dated June 30, 2026, and July 13, 2026. He stated that, due to legal considerations involving the County, the Council needed to discuss whether the existing Interlocal Agreement for attorney services should continue.

City Manager Quinn Bennion reviewed the background of the agreement, explaining that the Council had previously approved a temporary Interlocal Agreement allowing City Attorney Mike Harrington to assist the Uintah County Attorney's Office after several county attorneys resigned, leaving the newly appointed County Attorney in need of immediate assistance. Under the

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agreement, Mr. Harrington would provide legal services to the County on a temporary basis, with the County reimbursing Vernal City for the time worked.

Mr. Bennion commended the Council for supporting the agreement and noted that the City had missed having Mr. Harrington readily available for both civil matters and assistance to the Police Department. He explained, however, that the recently received correspondence from the County had created potential legal conflicts that prevented the City Attorney from advising the Council on matters involving the County. He stated that the City was now faced with either proceeding without legal counsel on those matters or retaining outside legal counsel at the City's expense.

Mr. Bennion recommended that the Council discuss the matter in a closed session to receive legal advice regarding pending litigation and the character, professional competence, or physical or mental health of an individual. He noted that, following the closed session, the Council could reconvene in open session to take any action it deemed appropriate regarding the Interlocal Agreement.

STAFF REPORTS

Mayor Corey Foley reported that the new sewer lift station project was nearing completion. He stated that only a few remaining tasks, including concrete work and equipment connections, remained and noted that the project had experienced delays due to the contractor's workload but was now close to completion.

Councilmember Randel Mills reported that representatives recently met with the Community Impact Board (CIB) regarding funding for the regional sewer master plan. He stated the meeting went well and that the funding request appeared likely to receive approval. He explained that the engineering work would begin with Ashley Valley Water and Sewer Improvement District, followed by Vernal City, with the completed studies ultimately being combined into a regional master plan.

Councilmember Robin O'Driscoll informed the Council that the Grizzly Ridge Fire had grown to approximately 23 acres but was currently contained. She noted that voluntary evacuations remained in effect, the road remained open, and encouraged anyone with campers in the area to retrieve them.

Councilmember Ed Long highlighted recent improvements at the Golden Age Center, noting that management changes implemented earlier in the year had resulted in positive feedback regarding programming and meal quality. He also reported that the Meals on Wheels program had increased from approximately 6,000 to more than 8,000 deliveries per month and encouraged residents to take advantage of the services offered.

City Manager Quinn Bennion thanked everyone who participated in the July 3 and 4 community celebrations. He commended Uintah County, the America 250 Committee, City staff, and community volunteers for their collaborative efforts in organizing the events. Mr. Bennion reported that attendance at the July 3 Block Party far exceeded expectations, with Placer.ai estimating approximately 6,000 attendees, not including individuals under 18 years of age or those with location services disabled, resulting in an estimated attendance of more than 8,000 people. He added that the celebrations continued successfully with the 5K race, parade, park festivities, and fireworks display. Mr. Bennion also announced that the groundbreaking ceremony for the

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Steinaker Service Canal Trail was scheduled for the following Monday at 2:15 p.m.

Mayor Foley reminded the Council of the ribbon-cutting ceremony for the Naples pickleball courts scheduled for Friday evening and encouraged members to attend in support of the Naples community and Uintah Special Service District No. 1.

CLOSED SESSION

Mayor Corey Foley announced the closed session portion of the meeting, to be held in the jury room. *Councilmember Ted Munford made a motion to go into closed session for the following items:*

1. *Strategy sessions to discuss pending or reasonably imminent litigation;*
2. *Discussion of the character, professional competence, or physical or mental health of an individual.*

Councilmember Randel Mills seconded the motion. The motion passed with all in favor.

RECONVENE INTO OPEN SESSION: *Councilmember Randel Mills moved to reconvene into open session. Councilmember Robin O'Driscoll seconded the motion. The motion passed with all in favor.*

DISCUSSION REGARDING INTERLOCAL AGREEMENT FOR ATTORNEY SERVICES WITH THE COUNTY ATTORNEY'S OFFICE

Mayor Corey Foley welcomed the public back to the meeting and reintroduced the discussion item regarding the interlocal agreement for attorney services. Councilmembers Munford, Mills, O'Driscoll, Long and Porter, along with three staff members, were in attendance of the closed session.

Councilmember Ted Munford stated that the City values its cooperative relationship with Uintah County and supports working together whenever possible for the benefit of the community. He noted, however, that the City had been notified of potential litigation involving the County and, as a result, required the full availability of its own legal counsel.

Councilmember Ted Munford moved to terminate the Interlocal Agreement for Attorney Services with Uintah County effective August 1, 2026, allowing the City Attorney to resume full-time service to Vernal City in anticipation of the pending legal matters. Councilmember Randel Mills seconded the motion. The motion passed unanimously with the following roll call vote:

<i>Councilmember Munford</i>	<i>aye;</i>
<i>Councilmember Mills</i>	<i>aye;</i>
<i>Councilmember O'Driscoll.....</i>	<i>aye;</i>
<i>Councilmember Long.....</i>	<i>aye;</i>
<i>Councilmember Porter.....</i>	<i>aye.</i>

CLOSED SESSION

Mayor Corey Foley announced that the Council would reconvene in the jury room for the second closed session. He informed those in attendance that the meeting would adjourn following the conclusion of the closed session, and no further business would be conducted in open session.

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Councilmember Ted Munford made a motion to go into closed session for the following item:

1. Strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, or to discuss a proposed development agreement, project proposal, or financing proposal related to the development of land owned by the state or a political subdivision;

Councilmember Nick Porter seconded the motion. The motion passed unanimously with the following roll call vote:

Councilmember Munford	aye;
Councilmember Mills	aye;
Councilmember O'Driscoll.....	aye;
Councilmember Long.....	aye;
Councilmember Porter.....	aye.

ADJOURN: There being no further business; Councilmember Randel Mills moved to adjourn. Councilmember Ed Long seconded the motion. The motion passed with a unanimous vote and the meeting was declared adjourned.

ATTEST:

Mayor Corey Foley

Sara Bell, City Recorder

(S E A L)

Lease Agreement Terms

Date: August 5, 2026

Landlord:	Vernal City
Landlord's Address:	374 East Main Street, Vernal, UT 84078
Tenant:	White House Academy
Tenant's Address:	1030 West 2000 N, Vernal, UT 84078

Premises:

Approximate Square Feet:	
Legal Description:	The land and building located at 447 East Main, Vernal, UT 84078 <i>Administrative portion of building only (north side)</i>
Base Rent (monthly):	Base Rent shall be \$4,500.00 per month. In addition, Tenant shall pay 42% of the total utility charges billed to Landlord for all tenants in the building, invoiced monthly.
Term (months):	Ten (10)
Commencement Date:	August 5, 2026
Termination Date:	June 5, 2027
Security Deposit:	N/A
Use:	Private School

Definitions

"Rent" means Base Rent plus any other amounts of money due to the Landlord by Tenant.

"Premises" means the land and administrative portion (north side) of the building located at 447 East Main, Vernal, UT 84078.

"Landlord" means Landlord and its agents, employees, invitees or licensees.

"Tenant" means Tenant and its agents, employees, invitees or licensees.

Clauses and Covenants

1. Tenant agrees to:

- A. Lease the premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, with an option to renew annually, as long as the building is not under contract for sale and in accordance with E1 of this agreement.
- B. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for Tenant's intended Use.
- C. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises, provided that Tenant shall not be responsible for compliance with any such laws, ordinances, orders, and rules and regulations which are the responsibility of Landlord hereunder.
- D. Pay monthly, in advance, on the first day of the month, the Base Rent to Landlord at Landlord's Address.
- E. Pay, as additional Rent, all other amounts due under this Lease.
- F. Pay an additional late charge of ten (10) percent of any Rent not received by Landlord by the tenth day after it is due.
- G. Pay to Landlord an amount equal to 42% of the total utility charges billed to Landlord for all tenants in the building, which amount shall be invoiced by Landlord to Tenant monthly.
- H. Allow Landlord to enter the Premises to perform Landlord's obligations and inspect the premises. During the last six months of the Term, the Landlord shall be allowed to show the premises to prospective purchasers or tenants as needed, not during school hours or other scheduled school functions, except by agreement of a school board member.
- I. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord, as shown in C4 of this agreement.
- J. Vacate the Premises and return all keys to the Premises on termination of this Lease. At the end of this lease term, the City will sell the property or expand the Innovation Hub.
- K. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the Lease, identifies any amendments to the Lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.
- L. Arrange with Landlord in advance for any heating, air-conditioning, or electrical needs in excess of the services provided by Landlord and pay for such additional services as billed by Landlord.

M. Prepare for the Landlord an inventory list with photographs of any damage to the Landlord's facility prior to occupying such facilities. Shown as Attachment "A".

2. Tenant agrees not to:

- A. Use the Premises for any purpose other than that stated in the Lease.
- B. Create a nuisance.
- C. Permit any waste.
- D. Use the Premises in any way that is extra hazardous and would increase insurance premiums beyond the usage of the current Tenant at the Premises, or would void insurance on the Premises.
- E. Change Landlord's lock system.
- F. Allow a lien to be placed on the Landlord's property (excluding liens arising due to acts or omissions of the Landlord).
- G. Assign this Lease or sublease any portion of the Premises or permit sharing thereof whatsoever, directly or indirectly, voluntarily or by operation of law, without Landlord's prior written consent.

3. Landlord agrees to:

- A. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date, with an option to renew annually as provided in E1 of this agreement.
- B. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises which are not the responsibility of the Tenant hereunder.
- C. Provide utility service connections for the intended use to the Premises; provided, however, that it shall be the obligation of Tenant to obtain and pay for all telephone and other communication services serving the Premises.
- D. Repair, replace, and maintain the (a) roof, (b) foundation, and (c) structural soundness of the exterior walls, and interior d) plumbing, e) wiring, and f) ductwork, g) HVAC system, and h) unsafe or unsightly damage to exterior asphalt and concrete, due to normal wear and tear.
- E. Insure the Premises against all risks of direct physical loss in an amount equal to at least one hundred percent (100%) of the full replacement cost of the same as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy.

4. Landlord agrees not to:

- A. Interfere with Tenant's use of the Premises as long as Tenant is not in default.

5. Election to Sell.

At the termination of the lease or at the end of any extension thereof, Landlord may give notice to Tenant of election to sell the building. Notice of election may be given by Landlord at any time prior to the end of the term or any extension thereof.

Tenant shall remain liable and shall promptly pay to Landlord the full amount of monthly rent on the Premises until the last day of the contracted lease, or the date of closing and settlement on the sale of the building, whichever comes first.

6. Maintenance and Repairs.

Tenant. Except to the extent that Landlord is required to do so, Tenant shall keep and maintain the Premises in good condition and repair comparable to the condition of the Premises on the Commencement Date, reasonable wear and tear excepted. Tenant shall repair or replace, subject to Landlord's approval and supervision, any damage to the building caused by Tenant or Tenant's agents, employees, contractors, or invitees. If Tenant fails to make repairs or replacements within thirty (30) days after notice from Landlord then Landlord may make repairs or replacements at Tenant's cost, in which event all costs paid by Landlord shall be reimbursed by Tenant within ten (10) days after Landlord has delivered to Tenant an invoice. Tenant shall surrender to Landlord immediate possession of the Premises at the expiration of the Lease in as good condition as on the Commencement Date, ordinary wear and tear excepted. The security deposit placed with the Landlord may be used by the Landlord to pay for repairs as provided in this paragraph. Thereafter, the Tenant shall make the security deposit whole.

Landlord. Landlord will maintain and replace the roof, foundation and exterior structural portions of the Premises, interior wiring, ductwork, and plumbing, HVAC system, and unsafe or unsightly damage to exterior asphalt and concrete, due to normal wear and tear, unless such repairs or replacements arise as a result of the negligent or wilful act of Tenant, its employees, agents and/or invitees, in which case Tenant shall be solely responsible for all costs and expenses associates with such repairs or replacements. Tenant will provide snow removal of parking areas and sidewalks. Landlord will maintain plumbing, electrical and HVAC systems.

7. Alterations and Improvements.

Tenant shall not make any material alterations or improvements to the Premises without the prior written consent of Landlord. All work shall be performed in a good and workmanlike manner, in compliance with all applicable laws, and at such times and in such manner as not to cause interference with any work of Landlord in the Premises. Any alterations or improvements (whether temporary or permanent) made in or upon the Premises either by Landlord or Tenant, shall be deemed a part of the property of Landlord and shall be surrendered with the Premises at termination of this Lease and shall remain on the Premises without compensation to Tenant, unless agreed upon by both parties. All other furniture, movable trade fixtures and equipment installed and owned by the Tenant shall be removed by the Tenant at the end of the Term. All furniture, movable trade fixtures and equipment installed by Tenant

that is not removed from the Premises within ten (10) days of the termination of the Lease shall be conclusively presumed to have been abandoned by Tenant, and Landlord may, at its option, take possession of such property and either (a) declare same to be property of Landlord upon 10 business day's notice to Tenant or (b) remove same and dispose of the same at Tenant's sole cost and expense and without incurring liability to Tenant or to any other person. Tenant shall fully indemnify Landlord against any claim by a lien holder for the personal property. Furniture owned by the Landlord and remaining on the premises of the Landlord may be used by the Tenant upon Landlord's permission provided that the Landlord may remove any of such furniture at any time during the lease period.

8. Landlord's Disclaimer of Liability.

Landlord shall not be liable to Tenant or to Tenant's employees, agents, subtenants, licensees, guests or invitees, for any injury to persons or damage to property occurring on the Premises or any other part of the Premises, that is caused by or arising out of the negligence or misconduct of any person entering upon the Premises other than Landlord and its agents, contractors or invitees.

All personal property of Tenant, its employees and invitees shall remain in the Premises at the sole risk of the owners thereof, and Landlord shall not be liable for burglary, theft, damage or loss thereto. Landlord shall not be liable for any losses to Tenant, its employees and invitees due to fire, windstorm, hail, water, explosion, aircraft or other means of locomotion, leaking gas, other physical causes, except those due to negligence by Landlord to any agreed upon maintenance items as indicated in 6B. Tenant shall maintain all equipment and appliances installed by Tenant in the Premises so that the same will not cause damage to the Premises or other tenants therein.

9. Indemnification.

TENANT SHALL INDEMNIFY, DEFEND, AND HOLD LANDLORD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES FOR INJURY TO PERSONS (INCLUDING DAMAGES FOR PERSONAL INJURY AND DEATH), FOR DAMAGES TO PROPERTY, CAUSED BY OR ARISING OUT OF (I) THE NEGLIGENCE OR MISCONDUCT OF TENANT OR ITS EMPLOYEES, AGENTS, SUBTENANTS, OR INVITEES OF TENANT; (II) THE USE OR OCCUPANCY OF THE PREMISES BY TENANT AND THE CONDUCT OF ITS BUSINESS THEREIN; OR (III) ANY PREMISES DEFECT OR DANGEROUS CONDITION OF THE PREMISES EXISTING AFTER THE COMMENCEMENT DATE CAUSED BY THE ACTS OR CONDUCT OF THE TENANT HEREUNDER. TENANT'S OBLIGATIONS HEREUNDER SHALL SURVIVE THE TERMINATION OF THIS LEASE.

LANDLORD SHALL INDEMNIFY, DEFEND, AND HOLD TENANT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES FOR INJURY TO PERSONS (INCLUDING DAMAGES FOR PERSONAL INJURY AND DEATH), FOR DAMAGES TO PROPERTY, CAUSED BY OR ARISING OUT OF (I) THE NEGLIGENCE OR MISCONDUCT OF LANDLORD OR ITS EMPLOYEES, AGENTS, SUBLANDLORD, GUESTS OR INVITEES, OR ANY OTHER PERSON ENTERING THE PREMISES UNDER THE EXPRESS OR IMPLIED INVITATION OR PERMISSION OF LANDLORD; OR (II) THE CONDUCT OF LANDLORD'S

BUSINESS THEREIN; OR (III) ANY PREMISES DEFECT OR DANGEROUS CONDITION OF THE PREMISES THAT WAS NOT CAUSED BY THE ACTS OR CONDUCT OF THE TENANT HEREUNDER. LANDLORD'S OBLIGATIONS HEREUNDER SHALL SURVIVE THE TERMINATION OF THE LEASE.

10. Insurance.

Tenant shall at all times during the term of this Lease, at its own expense, keep in full force and effect (a) all risk insurance insuring all property of Tenant located in the Premises in amounts as Tenant shall determine to be reasonable, (b) commercial general liability insurance covering personal injury, including death, broad form property damage with combined single limits of not less than \$1,500,000 and (c) worker's compensation and employer's liability insurance in an amount as required by law. Landlord shall be named an additional insured on the commercial general liability policy. The certificates for the same shall be delivered to Landlord prior to the Commencement Date and upon renewals of such policies not more than thirty (30) days after the expiration of the term of such coverage. All such policies and certificates shall be in form and issued by companies reasonably satisfactory to Landlord.

11. Mutual Waivers of Recovery.

Landlord, Tenant and all parties claiming under them each mutually release and discharge each other from all claims and liabilities arising from or caused by an act or omission of either party or their agents, employees or invitees, or by fire or other casualty or hazard to the extent that it is covered by insurance in respect of the Premises and the personal property situated therein, or in connection with activities conducted in the Premises, no matter how caused, including negligence, and each waives any right of recovery which might otherwise exist on account thereof.

12. Hazardous Materials.

Neither Landlord nor Tenant shall permit within the Premises, the discharge, escape, disposal or release of any biologically or chemically active or other hazardous substances or materials (collectively "Hazardous Substances") in violation of applicable laws and ordinances. Tenant shall not allow the storage or use of Hazardous Substances in any manner not permitted by law or by the standards prevailing in the industry for the storage and use of Hazardous Substances, nor allow to be brought into the Premises any such Hazardous Substances except for use in the ordinary course of Tenant's business. Without limitation, Hazardous Substances shall include those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or other similar classifications described in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C., 6901 et seq., and any other applicable federal, state or local laws and regulations. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, demands, losses, fines, assessments, penalties and damages arising from any discharge or release of any Hazardous Substances on or about the Premises arising out of Tenant's use or occupancy of the Premises, or arising out of breach of the terms of this paragraph. Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, demands, losses, fines, assessments,

penalties and damages arising from any discharge or release of any Hazardous Substance on or about the Premises prior to the Commencement Date, or arising out of Landlord's or prior tenants' use or occupancy of the Premises, or arising out of breach of the terms of this paragraph by Landlord. The covenants contained in this paragraph shall survive the expiration or earlier termination of the Lease.

13. Acceptance of Premises.

Tenant accepts the Premises "as is." Tenant deems the Premises to be suitable for Tenant's use and business purpose.

14. Entry and Inspection.

Tenant will permit Landlord and its agents and representatives to enter the Premises at all reasonable business hours that do not interfere with Premises use, to inspect the Premises or to clean or make repairs, alterations, or additions as Landlord may deem necessary or desirable to the Premises or to other portions of the Premises or, during the last six months of the Term, to show the Premises to prospective purchasers or tenants. Tenant shall not be entitled to any abatement or reduction of Rent by reason of such entry.

15. Damage or Destruction.

If the Premises or other improvements situated on the Property should be in part or in whole damaged or destroyed by fire, tornado or other casualty, Tenant shall immediately give written notice thereof to Landlord. If the Premises should be damaged by fire, tornado or other casualty but to such an extent that rebuilding or repairs can reasonably be completed within ninety (90) days from the date Tenant delivers written notification to Landlord of the happening of the damage, this Lease shall not terminate, but Landlord shall, at its sole cost and expense proceed forthwith and use reasonable diligence to rebuild or repair to substantially the condition in which they existed prior to such damage; provided, however, if the casualty occurs during the final sixty (60) days of the Term, Landlord shall not be required to rebuild or repair such damage, and Rent and Operating Expenses shall be abated for the unexpired portion of the Lease, effective from the date of the damage. If the Premises and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, and so long as such damage was not caused by Tenant, its agents, employees and/or invitees, the monthly Rent and Operating Expenses during the period in which they are untenable shall be abated with respect to that portion of the Premises rendered untenable during such period. If the Premises should be substantially or totally destroyed by fire, tornado or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date Tenant delivers written notification to Landlord of the happening of the damage, this Lease shall terminate at the option either of the Landlord or Tenant by written notice to the other party within sixty (60) days after the occurrence of such damage, and Rent and Operating Expenses shall be abated for the unexpired portion of this Lease effective from the date of such event.

If this Lease is not terminated, the Premises shall be rebuilt or repaired and Rent and Operating Expenses shall be abated to the extent provided above. If the Premises

are damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the monthly Rent shall not be diminished during the repair of such damage unless Tenant terminates the Lease in accordance with this paragraph.

16. Mechanic's Liens.

Tenant shall not permit any mechanic's liens to be filed against the Premises for any work performed, materials furnished, or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within thirty (30) days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a statutory bond or other security reasonably satisfactory to Landlord. If Tenant fails timely to take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has delivered to Tenant an invoice therefore.

17. Holding Over.

Any period of holding over by Tenant after the term of this Lease, shall not operate to extend this Lease for a period longer than one month. Any holding over shall constitute a lease from month to month at a monthly rental equal to 150% of the then applicable monthly Base Rent plus the other actual sums (without upcharge) provided herein, and subject to all of the other terms, provisions, covenants and agreements on the part of Tenant hereunder.

18. Default and Remedies.

The following events shall be deemed to be defaults or events of default by Tenant under this Lease:

- A. Tenant fails to pay when due any instalment of Rent or any other sum of money payable by Tenant to Landlord for ten (10) days following written notice thereof from Landlord to Tenant, provided, Landlord shall not be required to deliver to Tenant more than two (2) such notices in any calendar year with respect to Base Rent.
- B. Tenant fails to comply with any material term, provision, or covenant of this Lease, other than the payment of Rent, and shall not cure such failure within thirty (30) days after written notice from Landlord to Tenant of the occurrence of such failure; however, if such failure cannot be cured within such 30-day period and Tenant commences to cure such failure within such 30-day period and thereafter diligently pursues such cure to completion, then such failure shall not be a default or an event of default unless it is not fully cured within an additional thirty (30) days following the expiration of the 30-day period.
- C. Any petition filed by or against Tenant under the United States Bankruptcy Code, or under any similar law or statute of the United States or any state, or Tenant shall be adjudged bankrupt or insolvent in any proceedings filed thereunder which is not vacated or dismissed within sixty (60) days.

- D. A receiver or trustee appointed for all or substantially all of the assets of Tenant, and such appointment is not vacated or otherwise terminated, and the action in which such appointment was ordered is not dismissed within sixty (60) days of filing.
- E. Tenant makes a general assignment for the benefit of creditors.
- F. Tenant abandons or vacates the Premises without payment of Rent.
- G. If any default or event of default occurs, Landlord shall have the right at its election, then or any time thereafter while such default or event of default continues, to pursue anyone or more of the following remedies:
 - i. Terminate this Lease by giving notice thereof to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails to do so, Landlord may without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises without being liable for prosecution or any claim of damages therefore, and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer, after reasonable mitigation of its damages by Landlord by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, specifically including but not limited to (1) all reasonable expenses necessary to relet the Premises which shall include the cost of renovating, repairing, and altering the Premises for a new tenant or tenants to a standard not exceeding the condition of the Premises on the Commencement Date, and all associated reasonable leasing costs paid to unaffiliated third parties; and (2) any increase in insurance premiums caused by the vacancy of the Premises.
 - ii. Enter upon and take possession of the Premises and expel or remove Tenant or any other person who may be occupying the Premises without terminating this Lease. Landlord will make commercially reasonable efforts to relet the Premises or any part thereof for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant for such term or terms and on such conditions and for such uses as Landlord in its sole discretion may determine, and Landlord may collect and receive any Rents payable by reason of such reletting; and Tenant agrees to pay Landlord on demand all reasonable expenses necessary to relet the Premises which shall include the cost of renovating, repairing, and altering the Premises for a new tenant or tenants to a standard not exceeding the condition of the Premises on the Commencement Date and all leasing costs associated therewith and Tenant further agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting. Entry and taking possession of the Premises by Landlord shall not be construed as an election on Landlord's part to terminate this Lease unless a written notice of such termination is given to Tenant pursuant to subparagraph (b)(i) above.

- iii. Repossession or re-entering of the Premises pursuant to subparagraphs (b)(i) and (ii) above or otherwise, or reletting of the Premises or any part thereof pursuant to subparagraph (b)(ii), shall not relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such repossession or re-entering.
- iv. In the event Landlord elects to re-enter or take possession of the Premises after Tenant's default, with or without terminating this Lease, Landlord may change locks or alter security devices and lock out, expel or remove Tenant and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages.

H. A right or remedy herein conferred upon Landlord is not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute.

19. Transfer of Landlord's Interest

Landlord may transfer, in whole or in part, the Building and any of its rights under this Lease. If Landlord transfers or assigns its rights under this Lease, then Landlord shall be released from any further obligations arising from and after the date of such transfer.

20. Waiver.

The failure of Landlord or Tenant to insist at any time upon the strict performance of any covenant or agreement or to exercise any right, power, or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of any violation of any term, covenant, agreement, or condition contained in this Lease shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. A receipt by Landlord, or a payment by Tenant, of any Rent with knowledge of the breach of any covenant or agreement contained in this Lease shall not be deemed a waiver of such breach, and no waiver by either party of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by such party.

21. Subordination of Lease.

This Lease shall be subordinate to any and all deeds of trust and ground leases now or hereafter encumbering the Premises, and all refinancing, renewals, modifications, extensions or consolidations thereof. Upon receipt of a satisfactory Non-Disturbance Agreement, Tenant agrees to attorn to any mortgagee or trustee under a deed of trust or purchaser at a foreclosure sale or trustee's sale as Landlord under this Lease. Tenant covenants and agrees that Tenant shall, within ten (10) days after Landlord's request, execute and deliver to Landlord whatever instruments may be reasonably required to acknowledge and further evidence the subordination of this Lease and/or the attornment by Tenant to such mortgagee, trustee or purchaser. Any holder of a deed of trust covering all or any part of the Premises may

at any time elect to have this Lease have priority over its deed of trust by executing an instrument of subordination or placing a clause of such subordination in any pleadings or in its deed of trust and recording the same.

22. Sales Tax.

In the event that any sales, use or revenue tax is levied or imposed by any governmental authority upon the Rent paid by Tenant herein or for the use or occupancy of the Premises by Tenant, then Tenant agrees to pay such tax monthly to the Landlord, as an additional consideration and Rent for the use and occupancy of the Premises.

23. Independence and Purpose of Relationship.

Tenant and Landlord each represent and warrant to the other that the transactions contemplated by this Lease are lease transactions only and that the only relationship between the parties hereto is that of landlord and tenant, in so far as this agreement is concerned, this lease shall not alter any other business relationship between the parties.

24. Miscellaneous.

Force Majeure. Other than for Tenant's monetary obligations under this Lease, whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war or governmental laws beyond the control of such party.

25. Brokers.

Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord each shall indemnify, defend and hold harmless the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

26. Notices.

Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

If to Landlord:

Quinn Bennion
374 East Main Street
Vernal, Utah 84078

If to Tenant:

White House Academy
447 East Main
Vernal, UT 84078

27. Estoppel Certificates.

From time to time, Tenant shall furnish to any party designated by Landlord, within ten (10) days after Landlord has made a request therefore, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request, including, without limitation, such information as may be required under the provisions of Section A. 12. above.

28. Joint and Several

If this Lease is executed by more than one person or entity as Tenant, each such person or entity executing this Lease as Tenant shall be jointly and severally bound and liable hereunder, except where individuals are signing as representatives of a corporation, in which case, the corporation, not the individuals, is exclusively bound and liable.

29. Severability.

If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

30. Attorney's Fees.

If either party retains an attorney to enforce this Lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

31. Venue.

Venue is in Uintah County, Utah.

32. Entire Agreement.

This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to any expressly mentioned exhibits and riders not incorporated in writing in this Lease.

33. Amendment of Lease.

This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

34. Limitation of Warranties.

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

35. Abandoned Property.

Landlord may retain, destroy, or dispose of any property left on the Premises over ten (10) days following the end of the Term.

LANDLORD:
Vernal City

By: _____
Mayor Corey Foley

ATTEST:

Sara Bell, City Recorder

TENANT:
White House Academy

By: _____

(Title)

By: _____

(Title)

A RESOLUTION OF THE VERNAL CITY COUNCIL AMENDING THE BUSINESS LICENSE FEE SCHEDULE

WHEREAS, Vernal City has adopted a Business License Ordinance requiring businesses operating within the City to obtain and maintain a valid business license; and

WHEREAS, the City Council finds that establishing prorated business license fees for new businesses promotes fairness by aligning licensing fees with the portion of the licensing year remaining; and

WHEREAS, the City Council further finds that adopting a graduated late fee schedule encourages timely renewal of business licenses and helps offset the administrative costs associated with delinquent renewals; and

WHEREAS, the City Council finds that establishing penalties for operating without a required business license promotes compliance with the City's licensing regulations and ensures equitable treatment of all businesses conducting business within Vernal City; and

WHEREAS, the City Council has determined that amending the Vernal City Fee Schedule as set forth herein is in the best interest of the health, safety, and general welfare of the residents and businesses of Vernal City.

NOW THEREFORE, be it ordered and resolved by the Vernal City Council as follows:

SECTION 1. CHARGES FOR SERVICE.

Fees: Business License

Administration Fee:

General Regulatory Business License Fees

Non-Refundable Application Fee..... \$50 / year
(included in License Chart fee)

Transfer to New Location \$25 each move

Administrative Fee \$25

Annual Fire Inspection \$30

(Amended Resolution No.2021-12)

License Chart Fee Schedule Based on # of Employees:

Number of Employees	Business License Fee/year
0 (no employees)	\$65
1-5	\$75
6-10	\$100
11-25	\$135
26-50	\$195
51-75	\$295

76-100	\$400
101-150	\$600
151-200	\$800
201 +	\$1200

Disproportionate Fee and Enhanced Service Fee

- A. Mobile Food Vendor \$100 / year
- B. Apartment / Hotel / Lodging \$50 / year
\$2 per unit (maximum of \$300)
- C. Manufactured Home Parks / RV parks \$50 / year
\$2 per unit (maximum of \$200)
- D. Tobacco Store \$200 / year

Disproportionate Fee and Enhanced Service Fee

E. Alcoholic Beverage License

- 1. Alcohol Class A \$150 / year
- 2. Alcohol Class B \$200 / year
- 3. Alcohol Class C \$1,500 first year / \$300 renewal each year
- 4. Alcohol Class D \$200 / year
- 5. Alcohol Class E \$50 / day
- 6. Full Service Alcohol License \$300 / year
- 7. Dining Club \$300 / year
- 8. Beer Manufacturing \$1500 first year \$300 renewal each year
- 9. Temporary/Single Event License \$50 / day

F. Temporary merchants & sales events;

- 1. Temporary Merchant
 - a. 30 consecutive days..... \$250 / 30 consecutive days
- 2. Temporary Merchant Food
 - Agricultural Products or Forestry
 - Raw Products \$50 / year
- 3. Temporary Sales Event \$60 / event
- 4. Fireworks \$150 / stand
- 5. Residential Solicitors \$75 / 6 months
- 6. Fees for registered Non-Profit Organizations or government funded events may be waived.
(Amended Res.2018-04)

G. Home occupations with major impact: Based on License Chart Fee Schedule

H. Sexually oriented businesses;

- 1. Sexually Oriented Business Operator \$500 / year
- 2. Sexually Oriented Business Employee \$50 / year

I. Taxi Services

- 1. Taxi Cab Operator

- a. Temporary \$20 for 30 days
- b. Annual \$25 / year

J. Prorated Business License Fees

- 1. New business license applications submitted on or after July 1 shall pay fifty percent (50%) of the applicable annual business license fee.
- 2. New business license applications submitted during the month of December shall pay a \$25.00 administrative fee in lieu of the annual business license fee.

K. Late Fee Schedule

- 1. A twenty-five percent (25%) late fee shall be assessed on all business license renewal applications submitted after February 1.
- 2. An additional twenty-five percent (25%) late fee shall be assessed on all business license renewal applications submitted after March 1.
- 3. Any business license renewal application submitted after April 1, or any application to reinstate a business license that expired during the current renewal cycle, shall be assessed a fee equal to two hundred percent (200%) of the applicable business license fee.

L. Operating Without a Business License

- 1. Any person or business found to be operating within the City prior to the issuance of a required business license shall be subject to an amount equal to twice (200%) the applicable business license fee.

SECTION 2. SEVERABILITY. The provisions of this resolution shall be severable and if any provision thereof or the application of such provision under any circumstances is held invalid, it shall not affect any other provision of this resolution or the application in a different circumstance.

SECTION 3. EFFECTIVE DATE. This resolution shall become effective upon adoption, August 5, 2026.

PASSED, AND ADOPTED this 5th day of August, 2026.

Mayor Corey Foley

ATTEST:

Sara Bell, City Recorder

(S E A L)



WORK RELEASE NO. 2026-3 COVER SHEET

VERNAL 500 SOUTH INTERSECTIONS STUDY

VERNAL CITY
374 E MAIN ST.
VERNAL, UT 84078

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2026-3 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

SUNRISE ENGINEERING, LLC

VERNAL CITY

By: 

By: _____

Name: Aaron Averett

Name: _____

Title: Service Center Manager

Title: _____

Date: July 16, 2026

Date: _____

WORK RELEASE NO. 2026-3

This Work Release is entered into by and between VERNAL CITY (CLIENT) and SUNRISE ENGINEERING, LLC (SE).

RECITAL

Pursuant to Article 1 of the Agreement for Consulting Services, dated the 3rd day of March 2026, hereinafter referred to as the "Contract", CLIENT and ENGINEER desire to identify certain work and service to be performed by SE pursuant to the Contract.

ARTICLES

It is therefore agreed that SE will perform the following:

SCOPE OF WORK

Refer to the attached table for Scope of Work details.

COMPENSATION

Refer to the attached table for Compensation details

INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

VERNAL CITY
374 E MAIN ST.
VERNAL, UT 84078

Invoices shall be submitted monthly based on the prior month's effort and are due and payable within (30) thirty days.

SUNRISE ENGINEERING**FEE SCHEDULE***

Work Classification	Hourly Rate	Work Classification	Hourly Rate
Administrative I	\$78	Electrical Project Manager II	\$215
Administrative II	\$98	Electrical Project Manager III	\$230
Administrative III	\$116	Construction Observer I	\$109
Administrative IV	\$138	Construction Observer II	\$132
Technical Editor	\$90	Construction Observer III	\$146
Funding Specialist	\$159	Construction Observer IV	\$168
Civil Engineering Intern	\$110	Construction Observer V	\$189
Civil EIT I	\$125	Project Manager I	\$171
Civil EIT II	\$139	Project Manager II	\$184
Civil EIT III	\$154	Project Manager III	\$195
Civil Engineer III	\$171	Project Manager IV	\$213
Civil Engineer IV	\$185	Project Manager V	\$244
Civil Engineer V	\$199	Plan Reviewer	\$110
Civil Engineer VI	\$214	Building Inspector III	\$96
Civil Engineer VII	\$229	Building Official	\$210
Senior Civil Engineer	\$243	GIS Tech	\$94
Principal Civil Engineer	\$256	GIS Senior Tech	\$115
Civil Engineering Tech I	\$101	GIS Analyst	\$140
Civil Engineering Tech II	\$114	GIS Senior Analyst	\$165
Civil Engineering Tech III	\$133	GIS Developer	\$182
Civil Engineering Tech IV	\$148	GIS Team Lead	\$188
Civil Engineering Tech V	\$164	Planner I	\$132
CAD Drafter I	\$102	Planner II	\$148
CAD Drafter II	\$122	Planner III	\$164
CAD/Designer III	\$136	Planner IV	\$180
CAD/Designer IV	\$151	Planner V	\$196
CAD/Designer V	\$169	Planning Manager	\$212
Electrical Engineering Intern	\$106	PI Specialist I	\$118
Electrical EIT I	\$143	PI Specialist II	\$129
Electrical EIT II	\$161	PI Specialist III	\$141
Electrical Engineer III	\$182	PI Specialist IV	\$153
Electrical Engineer IV	\$209	PI Manager	\$165
Electrical Engineer V	\$231	PI Director	\$177
Principal Electrical Engineer	\$254	Survey Tech	\$99
Electrical Engineering Tech I	\$110	Survey CAD Tech	\$145
Electrical Engineering Tech II	\$128	Survey Manager	\$196
Electrical Engineering Tech III	\$149	Registered Surveyor	\$212
Electrical Engineering Tech IV	\$165	Principal Surveyor	\$234
Electrical Engineering Tech V	\$182	One Man Survey Crew	\$172
Electrical Project Manager I	\$185		

REIMBURSABLE EXPENSE SCHEDULE*

Expense	Rate
Mileage	\$0.67/Mile
Per Diem	\$59/Day
Field Vehicle (On-Site)	\$250/Day
UTV (On-Site)	\$200/Day
Nuclear Density Gauge	\$150/Day

*Fees automatically change after the beginning of each year and are subject to change on other occasions.

*Subconsultant and other direct expenses will be invoiced as cost incurred plus 15% handling fee.

*A convenience fee of 4% will be applied to all payments made with a credit card.

SE-2026 10-2025

Vernal 500 South Intersections Study - Scope & Fee			
Phase	Task/Deliverable	Description	COST
Phase 0 – General Tasks	Internal Coordination & Team Meetings	Recurring internal coordination meetings, task assignments, and schedule check-ins.	\$9,200
	Client Coordination & Check-Ins	Regular coordination calls/emails with client to confirm direction and decisions.	
	Project Management (Budget & Schedule)	Monitor budget, schedule, invoicing, and scope control throughout the project.	
	QA/QC Reviews	Technical and editorial reviews of key deliverables before client submittal.	
	Funding Management & Strategy Coordination	Coordinate with UDOT & City on funding reports, eligibility, and strategy during the project.	
Phase 1 – Data & Base Conditions	Traffic Counts & Data Acquisition	Coordinate and compile traffic counts, turn movement data, and related base data.	\$27,900
	Field Review & Site Reconnaissance	Site visit to review key corridors, intersections, and constraints.	
	Existing Conditions Memo (Network & Operations)	Summarize current volumes, operations, safety, and system gaps in a short memo.	
	Evaluate Existing Utilities, ROW and Other Site Conditions & Data Prep	Assemble pavement condition data, segment inventory, and unit costs.	
	Active Transportation Existing Conditions & Gaps	Inventory sidewalks, bike lanes, trails, crossings; map gaps and barriers.	
Phase 2 – Forecast & Growth	Land Use & Growth Assumptions Coordination	Coordinate with planning staff on growth assumptions and major developments.	\$4,100
	5/10/20-Year Network Forecasts	Develop horizon-year traffic growth and network forecasts consistent with regional plans.	
Phase 3 – Alternatives Analysis	Develop Concept Plans for Upgrade Existing, Signal, Roundabout	Develop concept plans for 3 alternatives for both intersections.	\$29,100
	Site Planning for Concepts	Determine the site needs of the different alternatives	
	Cost Estimates for Concepts	Develop cost estimates for the intersection alternatives	
	Evaluation of Concepts	Evaluate the alternatives for each intersection based upon differing needs, pros and cons	
	Sumarize Evaluations	Sumarize the evaluation of each aternative and show recommendation	
Phase 7 – Prefered Alternative Funding & Implementation/Standards	Prefered Alternative Funding Strategy & Program Matrix	Summarize specific programming needs and funding sources (Federal, State, Local, Private) and match to projects.	\$5,100
	Implementation Plan/Standards & Phasing Summary	Prepare phasing, responsibilities, implementation actions, and review/establish roadway related standards	
Phase 8 – Public Involvement	Open House #1	Prepare materials and hold first open house on existing/future conditions.	\$6,200
	Open House #2	Prepare materials and hold second open house on projects/funding.	
Phase 9 – Draft & Adoption	Admin Draft 500 South Intersections Plan	Prepare internal draft 500 South Intersections Plan for staff review.	\$12,800
	Public Draft 500 South Intersections Plan	Revise and prepare public draft 500 South Intersections Plan for broader review.	
	Final 500 South Intersections Plan & Adoption Support	Finalize 500 South Intersections Plan, support adoption meetings, and deliver final files.	
	Technical Editing	Apply selected editing levels (developmental/copy/proof/formatting).	
TOTAL			\$94,400