

Midway City Council  
16 August 2022  
Regular Meeting

Resolution 2022-28 /  
Budget Amendment /  
Leasing Vehicles

Staff summary regarding leasing vehicles:

- Total vehicles that would be sold back is 9
- Total amount we would receive for selling back the vehicles is approx. \$200,000
  
- Total vehicles we will lease is 9
- Total cost to lease the vehicles in FY 2023 is \$116,400 (this includes the lease price, plus the bedliners we would need to install in trucks, the service body and the logo decals
  
- Total amount that we can deduct from the FY2023 budget is \$174,000 (this was for items like tires, oil changes, and 3 trucks we will not need to purchase)
  
- Becky Johnson who maintains our bathrooms and flower pots drives and older, small truck that we will keep.
  
- We do need to purchase an F550, which is in the budget. This size truck is not part of the leasing program.

# Midway City | Fleet Services

Prepared By:



**UNIFIED**  
FLEET SERVICES

Midway City  
Attn: Shane Owens

We appreciate your thoughtful consideration of this proposal. Our complete submission follows this cover letter. We encourage you to review our proposal carefully and contact us if any questions develop so we can respond promptly. We have thoroughly reviewed all requirements outlined in the RFP and have crafted our proposal to meet or exceed these requests. We look forward to the opportunity to develop a long and beneficial business relationship.

Sincerely,

John Michol Scott, CEO  
Unified Fleet Services, LLC



Section 1:  
**Company Information**

**About:**

Unified Fleet Services, LLC (UFS) and its team have over fifty years of combined experience in the commercial rental and municipal fleet services industry. Our team members have founded and run some of the largest fleet operations in the past decade. Previous startups have gone from zero vehicles to 3,500 in-services vehicles in three years. Our approach is outlined hereafter.

**Legal:**

Legal Name: Unified Fleet Services, LLC  
Business Office: 610 Kays Drive #104, Kaysville UT 84037  
Mailing Address: 5513 West 11000 North #437, Highland, UT 84003  
Website: [www.unifiedfleetservices.com](http://www.unifiedfleetservices.com)  
Office Line: (801) 477-6177  
Founded: March 2021  
Operational Experience: 12 years (50+ Combined)

**Team:****Primary Contact:**

Name: Bodie Taylor  
Title: Vice President of Sales  
Email: [bodie@unifiedfleetservices.com](mailto:bodie@unifiedfleetservices.com)  
Cell: 801-592-8194

Bio: Bodie brings over 10 years of experience in the automotive and municipal lending industry. Bodie specializes in relationship building and is consistently a President's Club member.

After spending 8 years with the Larry Miller Group, Bodie brought relationships and automotive understanding to the municipal lending group. He has been perfecting the leasing experience for nearly 5 years and we are excited to have him as VP of Sales at UFS.

**Secondary Contact:**

Name: Brittany Long  
Title: Vice President of Marketing  
Email: [brittanyl@unifiedfleetservices.com](mailto:brittanyl@unifiedfleetservices.com)  
Cell: (801) 376-6695

Bio: Brittany has worked in municipal lending for over 15 years. As VP of Credit for Spyglass Capital, she worked with Stryker Medical and financing group working multimillion dollar contracts for hospital groups. Brittany worked as the liaison between C-level hospital executives and lending institutions across the country.

With the professional connections from Stryker Medical, Brittany entered the ZRG Executive Recruiting firm, connecting C-level executives around the world. Brittany's strong communication and relationship building skills have kept her well connected in the financing world and has joined the UFS team as the VP of Marketing and Customer Success.

## **Unified Fleet Services' Approach:**

UFS management and fleet service offering focuses on 3 key areas:

- Systemization of Operations
- Risk Management & Compliance
- Holistic Economic Costs

**Systemization of Operations:** Fleet management can be complicated. There are numerous documentation requirements, financial constraints, and unforeseen disruptions. UFS leverages our team's core talents to ensure the mutual success of all parties involved. Our financial analysis team evaluates fleet incentives provided by OEM (vehicle manufacturers), and benchmarks historical residual values through auctions, KBB and JD Power. Our regression analysis ensures we buy the right vehicles for clients to minimize rental & lease costs. It also allows us to order the right packages well in advance to ensure our OEM partners are content with planned, scheduled, and consistent ordering.

Systemization does not take away the ability to provide custom orders for clients, but rather allows us to have the data and analysis done in advance so that any custom order can be priced to ensure success for all parties.

Our operations team has systemized the documentation process for all clients. This allows for new onboarding and ordering to happen seamlessly with our clients. Client's orders are sent directly to the OEM partners for processing to ensure deliveries happen quickly.

**Risk Management & Compliance:** All of our vehicles have full manufacturer warranties upon delivery. They also have backup insurance placed on every vehicle in excess of the client's own insurance. This ensures any loss of vehicle is covered and our partner lenders are happy, which in turn ensures our clients continued success.

Our team utilizes Plave Koch law firm on all rental contracts. Leslie Pujo is the preeminent attorney on rental compliance and liability. She is also the counsel of choice for Zurich Insurance and Philadelphia Insurance when managing legal disputes in the rental and leasing space. Leslie provided all of our rental contract language and can be available to discuss as needed.

Our local counsel for Utah is Strong & Hanni Law Firm. They also review our OEM contracts and other compliance contracts. UFS only supplies vehicles under the strictest adherence to OEM requirements for municipal and commercial vehicles. UFS DOES NOT MIX COMMERCIAL AND MUNICIPAL VEHICLES. Our municipal clients are allowed to rent commercially, but commercial vehicles may not be provided under municipal incentives. Compliance is the cornerstone to our historical success, and we will continue to place an emphasis on it for our future success.

**Holistic Economics:** Our team focuses on your entire fleet management costs. There are times that tax incentives will benefit commercial clients to buy their own vehicles. There are times that large municipal clients will benefit from holding their vehicles longer. Our goal is not to always have the best "up front" price but be the best long-term partner. We partner with clients to evaluate:

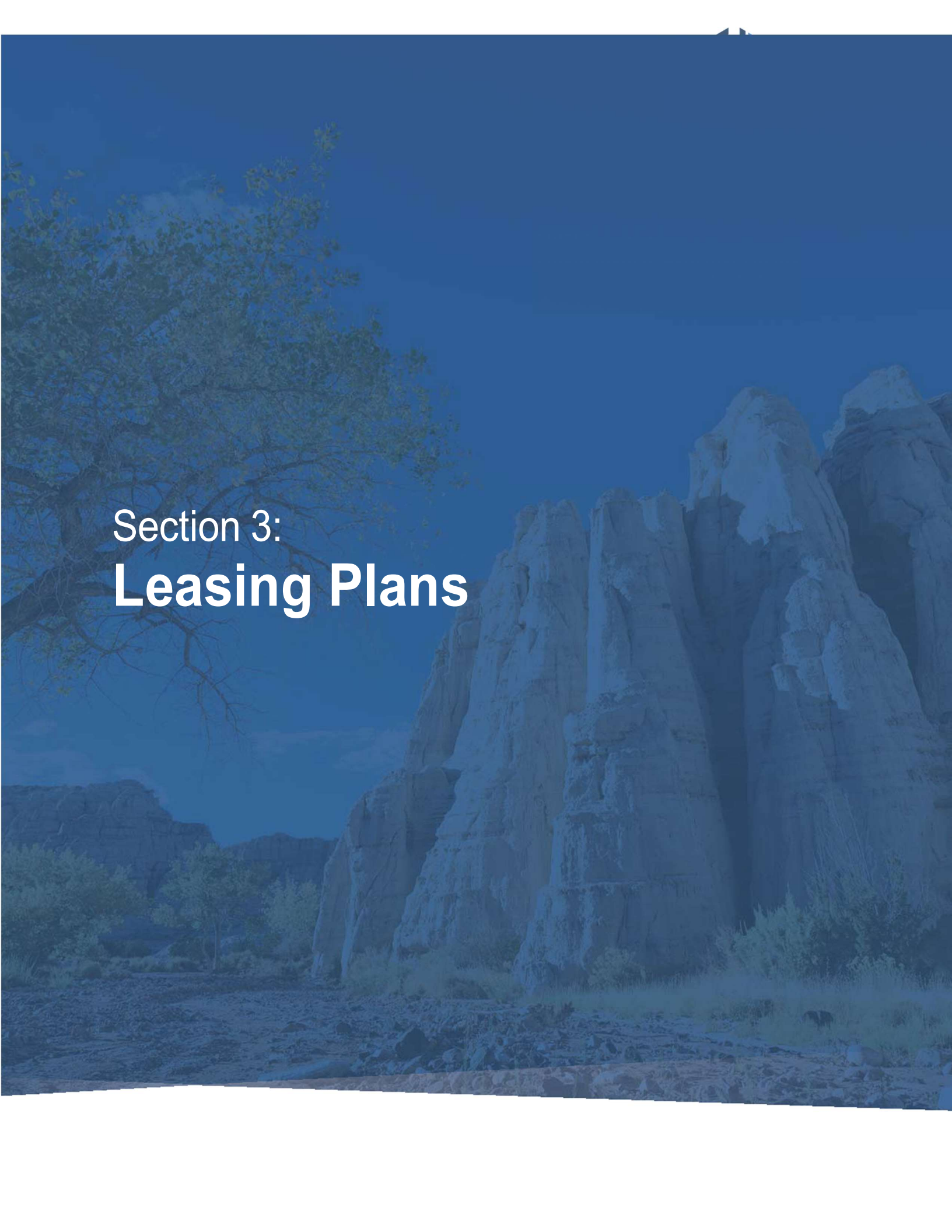
- **Vehicle needs:** Getting the right tool for the job, and if many tools exist, finding the most economical.

- **Cost of Usage:** Fuel efficiencies, power efficiencies, and service intervals all need to be evaluated. Newer vehicles have more power and efficiency than holding on to older fleets.
- **Maintenance Costs:** Even in the best of times the cost of tires adds up on an existing fleet. Transmission issues, ECMs, etc. all occasionally breakdown. Factory fresh vehicles ensure down time won't have a financial consequence.
- **Emergency Replacements:** For larger fleets UFS can provide a 48-hour replacement vehicle guarantee. Should a vehicle go down due to a mechanical failure, or an insurance loss we can have a replacement vehicle ready within 48 hours. This is customized on a per-client basis depending on size and spec of fleet. We can even provide replacement vehicles with some upfit components pre-installed.

Our 48-hour replacement can be customized to under-cover operations of municipalities, or for a rush order that was unanticipated.

Without vehicles your team isn't able to do their job. Whether that job is serving and protecting our communities or building our communities as a contractor, down time is wasted time. UFS' goal is to keep your team moving even when the unexpected happens.



The background image is a landscape photograph with a blue color overlay. It features several tall, vertical rock formations on the right side, a large tree on the left, and a rocky, arid ground in the foreground. The sky is a clear, deep blue.

## Section 3: **Leasing Plans**

**One Year Standard Lease Rates:**

UFS' standard 2021 municipal lease rates are as follows:

- \$5,500 Annually - ½ Ton Pickup
- \$6,000 Annually - ¾ Ton Pickup or 1 Ton Pickup
- \$6,500 Annually – Chevy and Nissan SUV
- \$7,500 Annually – Ford SUVs
- \$5,500 Annually – Sedans
- \$6,000 Annually – Minivan – Chrysler Pacifica

All UFS fleet leases are for one-year increments only. Vehicles may be extended due to replacement delays from OEM.

**Mileage & Fees:**

UFS does not impose mileage restrictions or fees. The UFS contract stipulates a standardized “Settlement Value”. It is assessed at lease termination and sale of the vehicle. Should any vehicle sell less than the agreed upon Settlement Value AND three dealers offer less than the settlement value UFS has the right to charge for the difference.

Mileage based leases rarely reflect actual residual values and serve as additional fee revenue for leasing companies. Excess wear & tear, improper usage, abuse and neglect impact residual values far more. Settlement Value approach provides a clear expectation for both parties. If vehicles are purchased properly, and clients provide a standard duty of care, Settlement Value charges are virtually impossible to be incurred. Any reduction in settlement value would likely be covered by insurance (e.g. hail damage, vandalism, accidental damage).

### **Maintenance:**

Client is expected to properly maintain vehicles in accordance with OEM specifications and service intervals. UFS provides pre-paid maintenance plans available to clients. Maintenance plans are OEM specific and may require service be performed at a franchised OEM dealer. UFS has no requirements of where or who must perform maintenance so long as it complies with OEM specifications.

Bundled Prepaid Maintenance plans include 3 services maximum at 7,500 mile intervals:

- Change engine oil and replace oil filter
- Inspect and rotate tires
- Inspect brake pads/shoes/rotors/drums, brake lines and parking brake system
- Inspect wheel ends for end play and noise
- Inspect and lubricate steering linkage, ball joints, suspension and, if equipped, half-shafts, driveshafts and u-joints
- Change transmission fluid
- Replace fuel filter
- Replace engine air filter
- Change engine coolant
- Replace PCV valve
- Change transfer case fluid\*
- Inspect and lubricate 4x4 front axle shaft u-joints\*
- Lubricate 4x4 front hub needle bearings\*
- Lubricate 4x2 front wheel bearings, replace grease seals and adjust bearings\*
- Fill diesel exhaust fluid\*

### **Warranties:**

All vehicles have factory warranties of no less than 36,000 miles and 3 years. UFS also includes additional service plans that include:

- Prepaid maintenance plans (Oil change, tire rotations, etc.);

### **Additional Vehicles:**

All clients sign a Master Lease Agreement (MLA) upon commencing business with UFS. Our MLA is the boiler plate for all transactions.

Each time a client wishes to add additional vehicles to their lease schedule a new Lease Summary Agreement (LSA) is signed. It outlines the simple specifications of the subsequent lease. The LSA may be for one vehicle or dozens. The LSA should be issued based upon the total number of vehicles to be leased with the same lease start date. The LSA outlines year, make, model, VIN, lease rate, settlement value, lease start and lease termination dates. Clients may add vehicles at any time, though a ninety-day lead time is recommended to ensure best pricing and availability.

**Express Replacement Provision:**

For clients maintaining fleets in excess of twenty-five vehicles a 48-hour Express Replacement is available. This vehicle is ordered up front at no cost to clients until the vehicle is put in service. The vehicle is assigned to the client and utilized by UFS in its operations until such time as client requests the replacement. The replacement may be an additional vehicle or replacing an existing vehicle.

For clients with both standard one year and multi-year leased vehicles Express Replacement vehicles must be ordered for their intended use (one year or multi-year). In all cases if the express replacement is not put in service the client has no obligation for lease payments for such vehicles. One year lease Express Replacement cannot be converted to multi-year without substantial costs incurred up front. Multi-year Express Replacement can be converted to one year usage.

**UFS Lease Requirements:**

All clients must:

- Provide Certificate of Insurance on all leased/rented vehicles.
- Pass a credit check by bank and insurers.
- Execute lease contracts as provided and required.

For any clients leasing vehicles they must be registered in the name of the client. Monthly rentals do not require registration but have not been proposed above.

A blue-tinted photograph of a desert landscape. In the foreground, there is a rocky, uneven ground. In the middle ground, several large, vertical rock formations or spires rise up. To the left, a large tree with green leaves is partially visible. The background shows more distant rock formations under a clear blue sky.

Addendum 1:  
**Sample Lease Summaries**

## SUMMARY OF VEHICLE LEASE AGREEMENT

This SUMMARY of VEHICLE LEASE AGREEMENT (the “**Agreement**”) is entered into on the date it has been fully executed by the parties (the “**Effective Date**”), between \_\_\_\_\_ (“**Client**”) and Unified Fleet Services LLC, a Utah limited liability company (the “**Company**”).

1. Lease. Client and Company have entered into that certain Master Lease Agreement of even date herewith (“**MLA**”) and desire to summarize various terms of that MLA herein.

2. Liability; Risk of Loss. Client shall provide insurance for the vehicle which must include the following coverages: (i) comprehensive fire and theft coverage and collision coverage, each for actual cash value of the vehicle and with a maximum deductible of \$5,000; and (ii) liability insurance for at least \$1,000,000 Combined Single Limit. Client shall list the Company as the “Loss Payee” for the coverages “i” above and as “Additional Insured” for coverages “ii”. Certificates of Insurance must be provided to Company prior to delivery of Vehicles.

3. Damage. Client is responsible for any and all damage to the vehicles and shall promptly repair any such damage. Client shall be responsible to maintain per OEM specifications and intervals. Client shall return vehicles in the same condition as received at start of lease, less normal wear and tear. Client may have the option to purchase the vehicles at the end of the lease according to the terms of the MLA.

4. Registration. Client is responsible to tag and register the vehicles in Client’s name and is responsible for related compliance and regulatory requirements in their jurisdiction.

5. Lease Type. Vehicles are identified by the type of lease in the final column on the Schedule A attached hereto. The meaning of each type of lease is defined as follows:

Standard: 12-month annual lease with standard settlement charges and annual lease payments.

ERP: Express replacement vehicle. Vehicle is: (1) registered to Client; and (2) available within 2 business days of Client’s request. Company covers: (1) insurance; (2) interest charges; and (3) storage charges until the vehicle is placed in service for Client. Vehicle may be used by UFS until placed in service. Lease charges are incurred by Client once the vehicle is delivered to Client.

Renewable: Leases marked “Renewable” have the option of being renewed 90 days prior to lease termination for an extension rather than replacement. Renewals are subject to many factors including: (1) mileage of the vehicle; (2) wear and tear on the vehicle; and (3) residual values of the vehicle. Client must request this review no earlier than 120 days and no later than 60 days prior to lease maturity. An extension may be offered but is not guaranteed. In no event will extensions exceed one additional year. Extension of lease may come with additional charges to offset depreciation and other expenses.

6. Delivery. Delivery fees may be assessed in addition to lease fees listed below.

Contract # \_\_\_\_\_

WHEAREAS, the parties hereby sign and agree to this Agreement as of the Effective Date.

LESSOR:  
Unified Fleet Services, LLC

LESSEE ("Client"):  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





The background of the slide is a blue-tinted photograph of a desert landscape. On the left, there is a large, leafy tree. In the center and right, there are prominent, tall, and jagged rock formations. The ground in the foreground is rocky and sparsely vegetated. The overall scene is set against a clear blue sky.

Addendum 2:  
**Master Lease Agreement  
(MLA) Sample**

Contract # \_\_\_\_\_

## MASTER LEASE AGREEMENT

This Master Lease Agreement (“**Agreement**”) is entered into effective as of the date it is fully executed (“**Effective Date**”), by and between Unified Fleet Services, LLC (“**LESSOR**”) and the following “**LESSEE**”:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**1. Lease.** LESSOR leases to LESSEE all vehicles (including all replacement vehicles) (“**Vehicles**”) described in each and every Vehicle Schedule, Summary of Vehicle Lease Agreement, or Purchase Order entered into between the parties (“**Schedule**”). Each Schedule incorporates and is governed by the terms of this Agreement.

**2. Nature of Lease; Lease Period; Condition and Return of Vehicles.**

a. Nature of Agreement. This is a contract for leasing Vehicles. LESSEE shall not sublet or assign a Vehicle or LESSEE’S interest in a Vehicle or this Agreement to any other party. LESSEE acknowledges that each Vehicle is the property of LESSOR and is in good condition both physically and mechanically as of the start of the Lease Period. Lessor agrees that each Vehicle will be delivered in good condition both physically and mechanically as of the start of the Lease Period. LESSOR acknowledges that this Agreement constitutes a qualified motor vehicle operating agreement with respect to Section 7701(h) of the Internal Revenue Code, and that LESSEE has no equity or other ownership rights in the Vehicles.

b. Lease Period. The Lease Period shall commence upon the delivery to LESSEE of the Vehicles and shall continue until the Termination Date specified in each Schedule (“**Lease Period**”) unless terminated earlier as permitted in this Agreement.

c. Release and Return of Vehicle. Each Vehicle is to be picked up by LESSEE at the location designated by LESSOR, unless otherwise arranged by the parties. If LESSEE requests delivery of a Vehicle, for a fee, and does not accept the delivery at the agreed upon date, time and location, LESSEE will be responsible for all additional costs incurred by LESSOR in holding, storing, delivering to an alternate location or returning the Vehicle to LESSOR’S designated location. LESSEE will return each Vehicle in the same condition received by LESSEE except for ordinary wear and tear, and clean and free of any markings, equipment or evidence of modification BY LESSEE. Each Vehicle is to be returned to location designated by LESSOR, unless otherwise arranged by the parties and is due back at the end of the Lease Period, or sooner upon demand by LESSOR. If a Vehicle is dropped off at a location other than the LESSOR designated location, and an employee or agent of LESSOR is unable to take possession of the Vehicle at the time of drop-off, LESSEE will be responsible for all loss or damage to the Vehicle discovered upon inspection when LESSOR (or its agent) takes possession of the Vehicle -- regardless of when such loss or damage occurred. Should LESSEE be unable to return Vehicles at the end of the Lease Period, LESSEE will be responsible for any and all transportation expenses incurred by LESSOR.

d. Condition and Maintenance of Vehicle. LESSEE agrees to maintain each Vehicle according to the manufacturer’s recommended service for items, such as oil changes. LESSEE further acknowledges that the owner’s manual with the manufacturer’s maintenance recommendations was with each Vehicle at the beginning of the Lease Period. LESSEE agrees to maintain and provide to LESSOR all records pertaining to repairs and maintenance that occur while a vehicle is in the LESSEE’S possession and also agrees to obtain LESSOR’S prior

Contract # \_\_\_\_\_

written consent for all repairs or maintenance in excess of \$3,000. In addition, LESSEE agrees to keep each Vehicle in good operating condition and physical appearance while in its possession. LESSOR reserves the right to physically inspect or have a contracted party of LESSOR physically inspect the Vehicle at any time during the duration of the Lease Period. If any Vehicle is unsatisfactory for any reason and still under the manufacturer's warranty, LESSEE shall make a claim against the manufacturer of the Vehicle to repair the unsatisfactory nature of the Vehicle, and all amounts are still due and payable to LESSOR under the Schedule for such Vehicle. If the Vehicle is unsatisfactory for any reason and the Vehicle is not under warranty, then the LESSEE shall make a claim against the LESSOR.

e. Purchase or Surrender of Vehicle. At the end of the Lease Period, LESSEE shall do one of the following: (i) purchase the Vehicles, or (ii) surrender the Vehicles to LESSOR if scheduled as a "Net closed-end Lease."

i. Purchase of Vehicle. If LESSEE elects to purchase a Vehicle, LESSEE shall pay LESSOR the Settlement Amount as defined in each Schedule plus any applicable unpaid charges and reasonable and customary fees. LESSEE must notify LESSOR of intent to purchase Vehicle at least sixty (60) days prior to end of the Lease Period. Payment for Vehicle may be made any time prior to the end of the Lease Period. Payment made after the Lease Period may incur additional off-lease charges as outlined hereafter. Any fines or penalties imposed by manufacturer on LESSOR for breach of contract in relation to minimum service requirements may be added to Settlement Value.

ii. Surrender of Vehicle. If LESSEE elects to surrender a Vehicle to LESSOR, LESSEE shall be responsible to pay LESSOR any shortfall between the Settlement Amount and the net proceeds received by LESSOR from the sale of such Vehicle. Any fees to repair and recondition Vehicle, transport expenses, and fees to sell the Vehicle will be added to the Settlement Amount as indicated on the Schedule. Such costs shall be paid no later than seven (7) days after notification of such deficiency or expenses. LESSOR shall use its best efforts to avoid any shortfall by contacting not less than three (3) dealers before declaring a shortfall.

In the event any Vehicle is held by LESSEE beyond the scheduled Lease Period, LESSEE shall continue to pay the lease payment to LESSOR and lease payments will be increased by a minimum of 150% of the current lease payment rates with no maximum. Off-lease charges will be incurred and billed monthly at LESSOR'S discretion. This will occur regardless of whether LESSOR has notified LESSEE of the lease termination. LESSOR is not obligated to permit LESSEE to retain any Vehicle listed on any Schedule beyond its specified Lease Period. LESSOR may also elect to designate that certain Vehicles covered in this Agreement shall be returned to LESSOR exclusively at LESSOR'S option. Should LESSOR direct LESSEE to retain any Vehicle, in conjunction with delays related to a replacement or for any other reason as determined by LESSOR, such Vehicle off-lease charges may be modified by LESSOR. LESSEE shall be ultimately responsible to pay LESSOR the Settlement Amount regardless of how the Vehicle is disposed of at the end of the Lease Period.

f. No Warranty. To the fullest extent permitted by law, LESSOR makes no warranties, express, implied or apparent, regarding the Vehicles, no warranty of merchantability, and no warranty that a Vehicle is fit for a particular purpose.

g. Compliance with Commercial Vehicle Regulations. LESSEE agrees to monitor applicability of the Federal Motor Carrier Safety Administration ("FMSCA") regulations and similar state motor carrier safety laws and notify LESSOR in writing if those laws apply to use of the Vehicles.

Contract # \_\_\_\_\_

h. Vehicle Loading. LESSEE agrees not to load, tow or transport any weight which exceeds the Vehicle's maximum capacity at any time.

i. Express Replacement. LESSEE may, for any reason, request a replacement Vehicle be provided to them at any time and for any reason. Vehicles eligible for EXPRESS REPLACEMENT PROVISION ("ERP") must be identified as an ERP Vehicle on the current Schedule. LESSOR and LESSEE will agree on specific Vehicles to be prepared for ERP. LESSOR will list ERP Vehicles on LESSEE's Schedule.

i. Lessor's Obligations. LESSOR's obligations with respect to ERP Vehicles will be to:

- a. Make ERP Vehicles available to LESSEE within two (2) business days;
- b. Cover all costs and expenses related to caring for Vehicles prior to delivering them to LESSEE; and
- c. Register and have License Plates issued on all ERP Vehicles in the name of LESSEE.

ii. Lessee's Obligations. Should LESSEE wish to exercise this provision, LESSEE must:

- a. Contact LESSOR and receive positive confirmation in writing from LESSOR for the date of delivery of the ERP Vehicle;
- b. Execute a new Schedule with LESSOR showing the ERP Vehicle;
- c. Execute any additional documents as required by LESSOR; and
- d. Make payment for ERP Vehicle to be placed in service.

iii. Lessee's Responsibility. ERP Vehicles are specifically assigned to LESSEE and may not be assigned to any other entity without written approval by LESSOR. ERP Vehicles will be utilized by LESSEE and in LESSEE's care until delivered to LESSOR or disposed of at the end of the Lease Period. ERP Vehicles will have no equipment or markings on them and will appear "factory new" subject to minimal usage by LESSOR while in LESSOR'S care. Any equipment, modification or other costs to convert an ERP to standard usage will be the responsibility of LESSEE.

iv. Lease Rate. ERP Vehicles, while not in service and identified as ERP incur a flat lease rate indicated on the original Schedule. ERP Vehicles which become in service Vehicles will be treated as any other standard lease Vehicle subject to the terms of this Agreement. Should LESSEE exercise its option for an ERP Vehicle in conjunction with returning a Vehicle prior to the end of the Lease Period, LESSOR is under no obligation to refund any portion of lease payments for returned Vehicles. ERP Vehicles may not be used as an exchange free of charge. ERP Vehicles are new Vehicles to be placed in service.

**3. Payment.** LESSEE shall make payments annually, in advance, to LESSOR in the amounts and by the dates as set forth in the Schedules. If any payment due under a Schedule is not paid within ten (10) days after the due date thereof, LESSEE shall pay to LESSOR a late charge on such overdue payment at a rate equal to ten percent (10%) of the outstanding amount due. If any amount remains unpaid more than thirty (30) days after the

Contract # \_\_\_\_\_

due date, LESSEE shall pay to LESSOR a late fee on such overdue payment and late charge in the amount of eighteen percent (18 %) per annum until paid in full.

**4. Damage to Vehicle.** Regardless of fault, LESSEE is responsible for all damage to or loss or theft of the Vehicles during the Lease Period resulting from any cause, including, without limitation, damage caused by collisions, weather, vandalism, road conditions and acts of nature. Subject to applicable law, LESSEE's responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if LESSOR determines that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if LESSOR determines that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which shall be measured by multiplying the Daily Rental Rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which LESSEE agrees represents a reasonable estimate of Loss of Use damages and not a penalty. The estimated number of days of Loss of Use shall be calculated as follows (assuming that all Loss of Use begins on a Monday and that 1 repair day is equal to 4 labor hours): the total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, deliver and retrieve the Vehicle for repairs. Loss of Use shall be payable regardless of whether LESSOR had other vehicles in LESSOR'S fleet to rent, the Vehicle would have been used but for the damage, or LESSOR suffered lost profits as a result of the damage; (c) an administrative fee in an amount up to 25% of total damages, or as otherwise permitted under applicable law; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with LESSOR's enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced.

LESSEE shall notify LESSOR in writing within seven (7) days of the occurrence of an event involving any Vehicle that results in damage which in any manner may adversely impact the ultimate resale value of same. This shall include damage that may be considered "frame" damage. Estimates for repairs to frame or Vehicle substructure shall be provided to Lessor by Lessee as received. LESSOR may require LESSEE to payoff a Vehicle in full if damaged in such a manner. All repairs which exceed a cost of \$3,000 shall be disclosed to LESSOR by LESSEE within seven (7) days. LESSOR may require payoff of any Vehicle which is deemed in LESSOR'S sole discretion to have become significantly and/or adversely affected by damage sustained. LESSOR may also, at the sole discretion of LESSOR, permit a new lease to be written for any Vehicle affected by this provision allowing for a full payout of same over a term that LESSOR shall stipulate.

**5. Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement ("**Prohibited Use**"). The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental by providing LESSOR false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property for hire; (f) to push or tow anything that does not comply with the manufacturer's recommendations for a Vehicle; (g) in any race, speed test or contest; (h) to teach anyone to drive; (i) to transport asbestos or radioactive materials, hazardous waste or other materials or substances that are subject to regulation by the FMSCA regulations or similar state law without our prior written permission and addendum; (j) to transport gases, explosives, or liquids of any kind; (k) outside the United States; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child restraint systems as required by law; (n) when the odometer has been tampered with or disconnected; (o) when it is reasonable for you to know that further operation would damage the Vehicle; (p) with inadequately secured cargo; (q) if

Contract # \_\_\_\_\_

applicable, by anyone who lacks experience operating a manual transmission; (r) in connection with a willful, wanton or reckless act; (s) by anyone driving or operating the Vehicle while using a hand-held wireless communication device (or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages) while not in a hands-free mode, except as required by law enforcement,

first responders and others within their capacity as such; (t) in violation of the LESSEE's policies and procedures; (u) by anyone who fails to remove keys and lock all doors and close all windows before leaving Vehicle; or (v) by anyone who smokes, vapes, or uses tobacco products in the Vehicle. PROHIBITED USE OF THE VEHICLE IS A MATERIAL BREACH OF THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).

**6. Indemnity.** To the extent permitted by law, LESSEE shall be responsible and shall indemnify, defend and hold harmless LESSOR, its parent and affiliates, and their respective members, officers, directors, shareholders, employees, agents or insurer of, from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, arising out of or related to the leasing, possession, use, operation or return of a Vehicle by LESSEE or any other person during the terms of this Agreement, including, without limitation, any accident in which a Vehicle may be involved, or on account of any personal injury, death or damage to person or property occasioned by the possession, use or operation of a Vehicle during the Lease Period, and/or any litigation commenced by or against LESSOR or to which LESSOR is made party during the term of this Agreement. LESSEE shall in no way act as agent of LESSOR in authorizing or allowing repair to a Vehicle without written consent of LESSOR. LESSEE agrees to pay all unauthorized charges in connection with any liens or repairs.

**7. Insurance.** On or before the start of the Lease Period, and until the LESSEE returns all Vehicles to LESSOR at the conclusion of this Agreement, LESSEE, at LESSEE's sole cost and expense, shall procure and continue in force insurance with respect to cover the Vehicles. LESSEE is required to cover both property damage and bodily injury to any person of at least \$1,000,000 combined single limits on primary auto, including UM/UIM (minimum \$50,000) and deductibles not to exceed \$5,000 with \$1,000,000 umbrella limits. Vehicles may not be driven or otherwise used in Mexico, and LESSEE agrees to get prior written permission from LESSOR to drive or use a Vehicle in Canada upon which LESSEE will provide proof or coverage subject to legal and authorized travel into Canada. LESSEE agrees to be responsible and insure Vehicles for collision, fire, theft, and comprehensive coverage in the amount equal to the value of the Vehicle as if it were to be purchased new, with a maximum deductible acceptable by LESSOR. LESSEE agrees while in possession of each Vehicle in accordance with this Agreement and until the Vehicle is returned to LESSOR to list LESSOR, any successor of LESSOR or Assignee (as defined in Section 16) as "Loss Payee" & "Additionally Insured." LESSOR shall be provided a certificate of insurance stating such at or before the beginning of this Agreement. Provided, however that nothing in connection with the insurance provided for above shall limit in any way the liability of the LESSEE under this Agreement. Such insurance shall be written as a primary policy, not contributing with and not in excess of the coverage which LESSOR may carry. LESSEE further agrees to notify LESSOR or its successor and/or an Assignee within ten (10) days of any changes to the policy for the Vehicle. LESSOR is not responsible or liable for loss of or damage to personal property left, stored, loaded or transported by the LESSEE or any other person in or upon the Vehicle. LESSEE is not allowed or authorized to sublet the Vehicle to any other party.

**8. Personal Property.** LESSOR is not responsible or liable for loss of or damage to personal property left, stored, loaded or transported by the LESSEE or any other person in or upon a Vehicle. LESSEE releases LESSOR, its agents, and its employees from all claims for loss of or damage to personal property that was left with LESSOR or carried in a Vehicle. If LESSEE fails to claim property left in a Vehicle for more than 30 days, LESSOR may dispose of that property in a manner that LESSOR chooses.

**9. Charges.** LESSEE will pay LESSOR: (a) all expenses LESSOR incurs recovering a Vehicle if it is not returned to the agreed-upon location on the date and time promised; (b) a reasonable fee not to exceed \$350 to clean a Vehicle if it is returned substantially less clean than when rented; (c) a mileage charge based on LESSOR's experience if the odometer is tampered with; (d) all charges resulting from damage to the Vehicle as further

described in Paragraph 4; and (e) towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs LESSOR incurs resulting from LESSEE's use of a Vehicle during the Lease Period.

**10. Deposit.** LESSOR, at its option if LESSEE fails a credit check, may require a deposit to be secured by credit card, and LESSEE agrees to permit LESSOR to reserve against LESSEE's payment card or take a deposit at the time of rental a reasonable amount in addition to the estimated total charges. LESSOR may use the reserve or deposit to pay all charges described above in Paragraph 9. LESSOR will authorize the release of any excess reserve or set aside upon the completion of the lease, and LESSEE's payment card issuer's rules will apply to the credit of the excess to LESSEE's account and may not be immediately released by LESSEE's card issuer.

**11. Responsibility for Tolls, Traffic Violations, and Other Charges.** LESSEE is responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against LESSEE, LESSOR, or a Vehicle during the Lease Period. If LESSOR is notified by charging authorities that LESSOR may be responsible for payment of a Toll or Violation, LESSEE will pay LESSOR or a processing firm ("Processor") of LESSOR'S choosing an administrative fee of up to \$50 for each such notification. LESSEE authorizes LESSOR to release LESSEE's rental and payment card information to a Processor for processing and billing purposes. If LESSOR or the Processor pays a Toll or Violation, LESSEE authorizes LESSOR or the Processor to charge all such payments, service fees and administrative fees to the payment card LESSEE used in connection with this rental.

**12. Telematics.**

a. LESSOR Use of Telematics System. LESSEE acknowledges that Vehicles may be equipped with a telematics system, global positioning satellite ("GPS") technology, an electronic locator device, and/or an event data recorder (collectively "Telematics System"). Use of the Vehicle may be remotely monitored by LESSOR or on LESSOR'S behalf through a Telematics System to the extent permitted by law. Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that LESSOR may deem necessary or desirable. LESSEE acknowledges that these systems may use cellular telephone, wireless technology, or radio signals to transmit data, and therefore LESSEE and any person driving or riding in the Vehicle should have no expectation of privacy related to the use of the Vehicles. LESSEE shall inform any and all drivers and passengers of the Vehicle of the terms of this paragraph. LESSOR IS not responsible for the operability of any Telematics System included with the Vehicle. To the extent permitted by law, LESSEE agrees to release and indemnify, defend and hold LESSOR, the operator of the Telematics System, wireless carriers, and other suppliers of components or services harmless from any damage to persons or property caused by failure of a Telematics System to operate properly, or otherwise arising from the use of the Telematics System.

b. LESSEE Use of Telematics System. If a Vehicle has active Telematics System equipment, LESSEE understands that use of the Vehicle is subject to the third-party Telematics System operator's terms and conditions, which may include system and service limitations, warranty exclusions, limitations of liability, and privacy practices relating to the collection, use, and sharing of information about LESSEE and the Vehicle. If the Vehicle does not have an active Telematics System, LESSEE agrees not to activate it. If LESSEE or any

Contract # \_\_\_\_\_

other person activates a service in violation of this Agreement, LESSEE will be responsible for all subscription fees.

c. Connected Vehicles. LESSOR reserves the right to use the Vehicle Telematics System in connection with an Authorized Driver's smart phone or other device to process the lease, including the start and end time, fuel levels, and mileage (to the extent permitted by law).

**13. Repossession of the Vehicle.** As authorized by applicable law, a breach of this Agreement and/or Prohibited Use may result in a decision by LESSOR to repossess the Vehicle. If a Vehicle is not returned when due under this Agreement, there is a Prohibited Use or other breach of this Agreement, LESSEE authorizes LESSOR to report that Vehicle as stolen to law enforcement authorities, for the issuance of warrants for the arrest of the LESSEE and/or any driver of the Vehicle. LESSEE agrees that the action taken, in the judgment of LESSOR is privileged and not actionable at law. If a Vehicle is stored or parked illegally, or appears abandoned; or Charges are not paid as required by this Agreement, LESSEE authorizes LESSOR to repossess the Vehicle with or without notice and the LESSEE will be charged for all costs associated with the repossession. LESSEE agrees that the action taken, in the judgment of LESSOR is privileged and not actionable at law.

**14. Independent Contractor.** Neither this Agreement nor the use or operation of any Vehicle of LESSOR constitutes the creation of any agency, employment, joint employment, or other legal relationship for which LESSOR may be vicariously responsible for this lease and/or use of the Vehicles by the LESSEE or any driver at any time. The LESSEE, all Authorized Drivers and any other driver are independent contractors as a matter of law.

**15. Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that LESSOR has signed or on a form that LESSOR provides. This Agreement and the Schedules hereto constitutes the entire agreement between LESSEE and LESSOR. All prior representations and agreements between LESSEE and LESSOR regarding the use of a Vehicle are void. A waiver by LESSOR of a breach of this Agreement is not a waiver of an additional breach or waiver of the performance of LESSEE's obligations under this Agreement. LESSOR's acceptance of payment from LESSEE or LESSOR's failure, refusal or neglect to exercise LESSOR's rights under this Agreement does not constitute a waiver of another provision of this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE RELEASES LESSOR FROM ALL LIABILITY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS TRANSACTION OR THE RESERVATION OF A VEHICLE. If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.

**16. Assignment.** Without notice to LESSEE, LESSOR may assign or sale its interest in, grant a security interest in, or otherwise transfer, in whole or in part to any person or entity, this Agreement, one or more Schedules, any or all of the Vehicles or any of its rights, interests, or obligations with respect thereto, including, without limitation, all payments and other sums due or to become due under the Schedule to one or more persons or entities ("**Assignee**"). Upon notice of the assignment, LESSEE shall make all payments to the Assignee. LESSEE acknowledges that any such assignment or transfer by LESSOR will not materially impair LESSEE'S prospect of obtaining return performance by LESSOR, materially change LESSEE'S duties or obligations under this Agreement or any affected Schedule, nor materially increase the burdens or risks imposed on LESSEE, and LESSEE further agrees that any such assignment or transfer shall be permitted even if the same could be deemed to materially affect the interests of LESSEE. LESSEE SHALL NOT ASSERT AGAINST ANY ASSIGNEE ANY CLAIM, DEFENSE, COUNTERCLAIM OR SET-OFF THAT LESSEE MAY AT ANY TIME HAVE AGAINST LESSOR.



**17. Definitions. "Authorized Driver"** means: (a) LESSEE (if an individual); (b) the additional authorized drivers listed by LESSOR on Schedule A of this Agreement; (c) if the LESSEE is a business entity, Authorized Driver includes the LESSEE's employees who are permissible drivers on LESSEE's auto insurance policy, and who are listed on Schedule A as amended from time to time; and (d) if the LESSEE is a municipal entity, Authorized Driver includes the LESSEE's employees who are permissible drivers on LESSEE's auto insurance policy. Authorized Drivers are the only persons permitted to drive the Vehicle. Each Authorized Driver must be at least age 21 and possess a valid driver's license. LESSEE must notify LESSOR of any changes to the list of Authorized Drivers. "**Loss of Use**" means the loss of LESSOR's ability to use the Vehicle for any purpose due

to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to sell, or transportation of employees. "**Daily Rental Rate**" means the daily time and mileage fee for the Vehicle. "**Diminished Value**" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement. "**Charges**" means the fees and charges that are incurred under this Agreement. "**State-Specific Notices**" means the additional notices and disclosures for certain states, which are set forth in Schedule B.

**18. Certification.** LESSEE hereby certifies, under penalty of perjury as follows:

a. LESSEE intends that more than fifty percent (50%) of the use of the Vehicles subject to this Agreement will be in the LESSEE'S trade or business, including the LESSEE'S normal operations as a municipality if LESSEE is a municipality; and

b. LESSEE has been advised that LESSEE will not be treated as the owner of the Vehicles subject to this Agreement for Federal income tax purposes.

**19. Provisional Security Agreement.** This Agreement and all the Schedules are intended by the parties to be a "lease" as that word is used and defined under Utah State law. Further, this Agreement and all the Schedules are intended by the parties to be a "true lease" and not a disguised sale. In the event that it is determined at any time in any legal proceeding that any Vehicle is not subject to a true lease and or that the ownership, or title to any, of the Vehicles is not held by and or in LESSOR, then LESSEE herewith grants to LESSOR a security interest in all the Vehicles subject to this Agreement and every Schedule (and any and all amendments thereto) and all proceeds thereof to secure the performance of all obligations of whatever kind or nature due by LESSEE to LESSOR under this Agreement and every Schedule. LESSEE also agrees to execute any and all documents including but not limited to all security agreements and financing statements, and to take whatever other actions are requested and or required by LESSOR to perfect and to continue LESSOR'S security interest in and to the Vehicles.

**20. Termination.** This Agreement may be terminated by LESSEE for any reason or no reason at all with thirty days written notice to LESSOR. Any existing leased Vehicles will continue until the end of the Lease Period with all obligations of LESSOR and LESSEE and the terms of this Agreement continuing until all Vehicles have been returned to LESSOR and LESSOR confirms LESSEE has fulfilled its obligations under this Agreement.

**21. Applicable Law.** The laws of the State of Utah, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Contract # \_\_\_\_\_

**22. Term of Agreement.** The term of this Agreement shall be for one year from the Effective Date but may be extended by written agreement by the Parties for an additional one year period. Payments made pursuant to this Agreement are subject to and contingent upon the continuing availability of funds for the purpose thereof, and this Agreement may be terminated if government funds are unavailable. Notwithstanding the foregoing, termination does not alleviate LESSEE's obligations to LESSOR under this Agreement for Vehicles previously leased to LESSEE which have not been returned and accepted by LESSOR.

SAMPLE

Contract # \_\_\_\_\_

By signing below, LESSEE agrees to all the terms and conditions of the Agreement.

**LESSEE:** \_\_\_\_\_

**LESSOR: Unified Fleet Services, LLC**

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name: John Mike Scott

Title: \_\_\_\_\_

Title: CEO

Email: \_\_\_\_\_

Email: jms@unifiedfleetservices.com

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Municipal Tax ID # \_\_\_\_\_

SAMPLE

**Schedule A**  
**Authorized Drivers List**

SAMPLE

**Schedule B  
State-Specific Disclosures**

The following additional disclosures may apply to Vehicles that are delivered within the applicable state.

**Arizona:**

**THE OWNER DOES NOT EXTEND ANY OF ITS MOTOR VEHICLE FINANCIAL RESPONSIBILITY OR PROVIDE PUBLIC LIABILITY INSURANCE COVERAGE TO THE LESSEE, AUTHORIZED DRIVERS OR ANY OTHER DRIVER.**

LESSEE will be in violation of A.R.S. §13-1806 if a Vehicle is not returned within 72 hours of the date and time the Vehicle is due back. If LESSEE fails to return the Vehicle within 72 hours of the date and time due in, LESSEE may be found guilty of a Class 5 felony that could result in a fine of up to \$150,000 per charge and/or imprisonment of up to 7.5 years.

**California**

**Failure to return a Vehicle within 72 hours after the date and time due-in may result in LESSOR reporting the Vehicle as stolen. LESSEE authorize LESSOR to contact you at the phone number and email listed elsewhere in this Agreement if a Vehicle is not returned on the date and time due in.**



WARNING: Operating a motor vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, and assure adequate ventilation inside the car. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle)

**Utah**

**Notice: Failure to return the Vehicle within 72 hours of the expiration of the Lease Period may constitute a criminal offense under Utah law; which is a second-degree felony that is punishable by a fine of up to \$10,000 and/or imprisonment of up to 15 years.**



Addendum 3:  
**Additional Required  
Documents**

## LETTER OF AUTHORIZATION

\_\_\_\_\_ (the "**Municipality**"), hereby authorizes UNIFIED FLEET SERVICES LLC, a Utah limited liability company ("**Unified**") to:

1. Negotiate and purchase the vehicles listed in Exhibit A ("**Vehicles**") attached hereto on behalf of the Municipality.
2. Execute, acknowledge and deliver on behalf of the Municipality, all documents that are necessary or proper to effect the purchase of the Vehicles.
3. Do and perform any and every act required, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Municipality might or could do if personally present, with full power of substitution or revocation, shall lawfully do or cause to be done by virtue of this Letter of Authorization and the rights and powers granted herein.
4. Municipality confirms (a) no inducement has been provided in exchange for transacting business and (b) such business transaction has been at Municipality request without solicitation by Unified, its employees and managers.

The authority to grant this Letter of Authorization was approved by the Municipality.

The Municipality, through its agents, ratifies and confirms all actions that Unified and its agents may lawfully do or cause to be done by virtue of this instrument.

This Letter of Authorization, unless earlier revoked by the Municipality in a signed writing delivered to Unified, shall remain in effect until the date on which the transactions set out in the Letter of Authorization are consummated.

This Letter of Authorization must be notarized through apostille to be effective.

[SIGNATURE PAGE FOLLOWS]

Contract # \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Letter of Authorization  
as of \_\_\_\_\_, 2021

**(MUNICIPALITY)**

\_\_\_\_\_  
By:  
Its:

SAMPLE



Contract # \_\_\_\_\_

**AFFIDAVIT OF AUTHORITY**

STATE OF: Utah  
COUNTY OF: Utah

THE UNDERSIGNED AFFIANT, \_\_\_\_\_, being first duly sworn, deposes and says:

- 1. My name is \_\_\_\_\_, and I reside at \_\_\_\_\_
- 2. I hold the position of \_\_\_\_\_ with \_\_\_\_\_, a political subdivision of the State of Utah.

3. I herewith certify that I have been duly authorized by \_\_\_\_\_, the aforesaid political subdivision, consistent with the applicable laws, rules, and regulations governing the granting of such authority to make, execute, and deliver the Master Lease Agreement, or a Schedule thereto, to Unified Fleet Services, LLC, as the valid, binding, and enforceable agreement and undertaking of the aforesaid political subdivision.

4. I do further certify that Lessor shall have the power and authority to establish a deposit account with an Assignee (as such term is defined in the Master Lease Agreement) in the name of \_\_\_\_\_, obtain advances from the Assignee for the purpose of purchasing any Vehicle or equipment described in the Master Lease Agreement and to make such withdrawals of such advances from the deposit account to purchase such Vehicle or equipment.

5. I do further certify that the following persons, whose sample signatures are provided below, are also authorized persons empowered and authorized by the applicable laws, rules, and regulations governing the granting of such authority to make, execute, and deliver the Master Lease Agreement, or a Schedule thereto, to Unified Fleet Services, LLC, as the valid, binding, and enforceable agreement and undertaking of the aforesaid political subdivision, to wit:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____

FURTHER AFFIANT sayeth not.

DATED this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_

SUBSCRIBED AND SWORN to before me, a Notary Public of the State of Utah, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Seal

\_\_\_\_\_  
Notary Public



## RESOLUTION 2022-28

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH, AMENDING THE FISCAL YEAR 2023 BUDGET**

**WHEREAS**, Section 10-6 et seq, of the UCA 1953 as amended, requires cities to hold a public hearing and by resolution amend the annual fiscal year city budget; and

**WHEREAS**, The City Council held a duly noticed public hearing on 16 August 2022;  
and

**WHEREAS**, the City Council sees the need to amend the Fiscal Year 2023 Budget to lease rather than purchase certain vehicles.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF  
THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH:**

Section 1: CIP Fund expense account #45-69-605 (Vehicles and Equipment) is reduced by \$90,000.

Section 2: CIP Fund revenue account #45-30-891 (Appropriated Fund Balance) is reduced by \$90,000.

**PASSED AND ADOPTED** by the Midway City Council on the    day of            2022.

MIDWAY CITY

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Celeste Johnson, Mayor

ATTEST:

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Brad Wilson, Recorder

(SEAL)