

RESOLUTION NO. R-82-2024

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING AN AGREEMENT WITH IMPACT SIGNS FOR SIX WAYFINDING SIGNS**

*PREAMBLE*

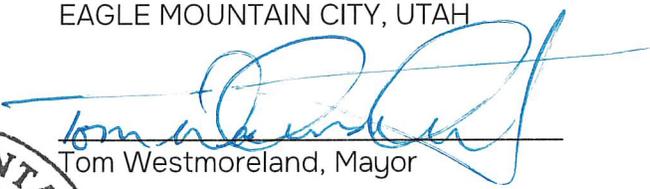
The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve an agreement with Impact Signs for six wayfinding signs, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

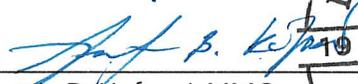
1. The Agreement with Impact Signs is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 6<sup>th</sup> day of November, 2024.

EAGLE MOUNTAIN CITY, UTAH

  
Tom Westmoreland, Mayor

ATTEST:

  
Fionnuala B. Kofoed, MMC  
City Recorder



## CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah on the 6<sup>th</sup> day of November, 2024.

Those voting yes:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

Those voting no:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

Those excused:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

Those abstaining:

Donna Burnham

Melissa Clark

Jared Gray

Rich Wood

Brett Wright

  
Fionnuala B. Kofoed, MMC  
City Recorder



# EXHIBIT A



2236 S. 3270 W. Unit 1, Salt Lake City, UT 84119 Office: 801-972-5101 Fax: 801-972-2530  
www.impact-signs.com

# PROPOSAL

## Proposal #: 24765

Proposal Date: 10/30/24  
Customer #: CRM009944  
Page: 1 of 5

<b>SOLD TO:</b> Eagle Mountain City 1650 Stagecoach Run Eagle Mountain UT 84005	<b>JOB LOCATION:</b> Eagle Mountain City 1650 Stagecoach Run Eagle Mountain UT 84005  REQUESTED BY: Terrance Dela Pena
------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------

IMPACT SIGNS (HEREINAFTER CALLED THE "COMPANY") proposes and upon the acceptance by the Customer evidenced by signing this Proposal, agrees to furnish all the materials and perform all the labor necessary for the completion of the following:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6	* QUOTE #27708 Manufacture and install 6 each 8-1/2" X 8-1/2" pressure treated fir posts with bleach stain with 1/2" thru bolted structure non-illuminated direction signs. Wayfinding signs to have 1/4" aluminum panels and reflective vinyl copy. Impact to excavate 12" wide x 3'6" deep x 3' long Direct bury posts. REVISED ESTIMATE 10/30/24	\$7,980.00	\$47,880.00
		<b>SUB TOTAL:</b>	<b>\$47,880.00</b>
		<b>ESTIMATED SALES TAXES:</b>	<b>\$0.00</b>

The price quoted herein does not include primary electrical power supply to the Sign (s), \$300.00 permit acquisition fee, municipal fees, engineering fees, or applicable taxes unless specifically stated hereinabove. Customer shall obtain all permits and permission from the building owner, and/or others whose permission is required for the installation of the sign and said shall be liable for any obstruction of delivery due to delay in obtaining such permission, and if customer executes this contract of sales without ever obtaining permission from party or parties necessary for the installation of said sign, then he purchases same and is bound to the terms and conditions of this contact as though he had obtained said permission and he agrees to relieve the company from any liability for its failure within 10 days of delivery to erect or install said sign and shall indemnify Impact from all liability and loss in the event the necessary permits or permission has not been secured.

**TOTAL PROPOSAL AMOUNT: \$47,880.00**

**TERMS: 50% down, balance due upon completion.** A service fee of three percent (3%) will be added to the total amount paid with a credit card. VISA, MasterCard & Discover accepted. American Express rate is variable, please call for details.

This proposal may be withdrawn if not accepted within 30 days.

Terms & Conditions

These Terms and Conditions with the executed Proposal by the Customer (including any documents referenced therein) are collectively referred to as the "Agreement." The display(s), product(s), equipment, hardware, software and other items, as described in this Agreement, are collectively referred to as the "Sign."

COMPANY INITIAL.

CUSTOMER INITIALS



2236 S. 3270 W. Unit 1, Salt Lake City, UT 84119 Office: 801-972-5101 Fax: 801-972-2530  
www.impact-signs.com

# PROPOSAL

Proposal #: 24765

Proposal Date: 10/30/24  
Customer #: CRM009944  
Page: 2 of 5

1. LIMITED WARRANTY: Impact warrants that the solid-state components of the Sign from the manufacturer shall be free from material defects in materials and workmanship for the period warranted by the manufacturer. Components of the Sign provided by Impact shall be warranted for a period of one year unless specifically stated herein. Fluorescent and incandescent lamps have no warranty.

THE ABOVE WARRANTIES CANCEL AND SUPERSEDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR PURPOSE.

2. INSPECTION: Customer shall carefully inspect the Sign within two (2) business days of installation. If the Sign does not meet the requirements as set forth in the Agreement, Customer shall promptly, and in no event more than five (5) calendar days thereafter, give Impact written notice of the nonconformance claimed. ABSENCE OF TIMELY, WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE SIGN IS ACCEPTABLE TO CUSTOMER AS DELIVERED AND INSTALLED.

3. MAINTENANCE: Customer agrees to maintain the Sign in good repair and condition during the warranty period, and free and clear of all liens and encumbrances, until the Total Price, plus all and costs, fees, taxes, and assessments chargeable to Customer (collectively hereinafter "Total Sale Price") have been paid in full.

4. INSTALLATION: (a) Customer agrees to provide PRIMARY POWER/ELECTRICAL SERVICE TO SIGN of suitable capacity and within 10 feet of each Sign location prior to the time of installation. If primary power/electrical service is not provided at time of installation, Customer shall be responsible to make the final connection from the primary electrical wire to the Sign(s). Furthermore, customer agrees to provide dedicated branch circuits for all Signs. All branch circuits shall be dedicated to Signs (including ground and neutral) and shall not be shared with other loads. Photocells and/or time clock for all ILLUMINATED SIGNAGE provided by others unless specifically stated herein.

(b) In the event Impact encounters subsurface (or concealed) conditions which are extraordinary or unexpected such as subsurface water, rock, or pipelines, Customer shall compensate Impact for such additional work on a time and materials basis. Impact shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems or any other underground obstructions unless notified of their location in writing prior to commencement of the installation. Absent such written notification, Customer shall pay for any resulting damage. Impact will exercise reasonable care while installing the Sign but shall not otherwise be responsible for damage to above ground improvements. In the event Impact installs a Sign for Customer on a finished surface that requires penetration, Impact will seal such penetrations with products and procedures otherwise common in the sign industry, which may not meet warranty requirements. Impact shall thereafter have no responsibility for damage that may result from the installation.

5. BILLING AND PAYMENT: Customer shall pay fifty percent (50%) down upon acceptance of the Proposal and the remaining fifty percent (50%) upon the completion. Time is of the essence. In the event of non-payment, customer agrees to pay interest in the amount of 1.5% per month, (18% per annum) as well as reasonable collection or attorney fees associated with recovering past due amounts. Customer acknowledges that governmental permission to install and maintain the Sign may be revoked or terminated. Customer shall not be released from its obligations to pay the Total Sale Price if at Customer's direction the Sign is installed at a location deemed to be illegal, or if government permission is revoked or terminated. Impact's acceptance of a late payment, or waiver of any other of Customer's obligations in the Agreement, shall not be construed as a waiver of Impact's rights.

COMPANY INITIALS

CUSTOMER INITIALS



2236 S. 3270 W. Unit 1, Salt Lake City, UT 84119 Office: 801-972-5101 Fax: 801-972-2530  
www.impact-signs.com

# PROPOSAL

## Proposal #: 24765

Proposal Date: 10/30/24  
Customer #: CRM009944  
Page: 3 of 5

6. SECURITY INTEREST: Impact shall retain Title to the Sign until the Total Sale Price has been paid in full, at which time title shall pass to Customer. To secure performance of Customer's obligations, including without limitation Customer's obligation to pay the Total Sale Price upon the terms of the Agreement, Customer grants to Impact a first priority, purchase-money security interest in the Sign (and any proceeds therefrom) and permission to perfect, assign, amend, continue, and/or terminate that security interest in any way allowed by applicable law.

7. DEFAULT: In the event of a default by Customer in the payment of any installment when due, or fails to perform any other obligation herein, or bankruptcy, receivership, or other insolvency proceedings are commenced by or against it ("Default"), Customer shall, without notice, immediately be indebted to and hereby agrees to pay Impact an amount equal to the Total Sale Price.

8. REPOSSESSION: Impact may terminate this Agreement and may (but has no obligation to) repossess the Sign or any component(s) of it if Customer fails to pay any installment when due, or otherwise Defaults in any of its obligations herein, without resort to judicial process and without liability for trespass. Impact's right of repossession includes the right to render the Sign ineffective. Repossession by Impact shall not be construed as an acceptance of Customer's surrender of the Sign. Termination of the Agreement or repossession of the Sign shall not deprive Impact of its remedies for Default as set forth herein or any and all other damages suffered by reason of Customer's Default.

9. DISPUTES: The parties agree to employ good faith efforts to amicably resolve any claims or disputes that may arise. If unsuccessful for any reason, at Impact's sole option and upon Impact's written notice to Customer, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In case of litigation, venue of any action shall be brought only in the state or federal courts located in Salt Lake County, State of Utah. The Agreement shall be construed in accordance with the laws of the State of Utah, without regard to its conflict of law's provisions. If Impact places the Agreement with a collection agency or an attorney after Default for enforcement or collection, Customer shall pay all costs thereof including reasonable attorneys' fees. Impact shall not be liable for special, incidental, or consequential damages, including lost profits, irrespective of cause or theory.

10. INDEMNIFICATION: Except to the extent of Impact's negligence or willful misconduct, Customer shall indemnify, defend, and hold harmless Impact and its officers, directors, employees, agents, and subcontractors of and from any and all claims, costs (including reasonable attorney's fees), damages, and liabilities, at law or in equity, arising out of or related to the Agreement or Customer's use of the Sign, including, without limitation, any media displayed on the Sign or any resale of the Sign.

11. LIMITED LICENSE TO USE SOFTWARE: If the Sign includes software, ownership of the software remains with Impact, and Customer is granted a limited license to use it strictly in accordance with the terms and conditions of the Limited License Agreement that is available for review on request. Customer hereby agrees to use the software only in accordance with such terms and conditions.

12. ENTIRE AGREEMENT: This Agreement reflects the entire agreement between the parties and supersedes any prior agreements and understandings.

13. FORCE MAJEURE: Performance by Impact shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, insurrection, wars, acts of terror, acts of God, and governmental regulations.

COMPANY INITIALS WR

CUSTOMER INITIALS TW



"Excellence in Quality by Design"

2236 S. 3270 W. Unit 1, Salt Lake City, UT 84119 Office: 801-972-5101 Fax: 801-972-2530  
www.impact-signs.com

# PROPOSAL

Proposal #: 24765

Proposal Date: 10/30/24  
Customer #: CRM009944  
Page: 4 of 5

This Proposal will become effective and represent an agreement for the work to begin upon the execution by the Customer. The work will begin after Customer makes the first payment of fifty percent (50%) of the Total Price.

SALESPERSON: Kevin D. Anderson DATE: 11-13-24  
ACCEPTED BY: Tom [Signature] TITLE: Mayor  
SIGNATURE: Tom [Signature] DATE: 11/6/24

ATTEST:

BY: [Signature]  
CITY RECORDER 96  


COMPANY INITIALS KG

CUSTOMER INITIALS TW



"Excellence in Quality by Design"

2236 S. 3270 W. Unit 1, Salt Lake City, UT 84119 Office: 801-972-5101 Fax: 801-972-2530  
www.impact-signs.com

# PROPOSAL

Proposal #: 24765

Proposal Date: 10/30/24  
Customer #: CRM009944  
Page: 4 of 5

This Proposal will become effective and represent an agreement for the work to begin upon the execution by the Customer. The work will begin after Customer makes the first payment of fifty percent (50%) of the Total Price.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: Tom Estmorehead

TITLE: Mayor

SIGNATURE: Tom Estmorehead

DATE: 11/6/24

ATTEST:

BY: [Signature]  
CITY RECORDER



COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS TW



*"Excellence in Quality by Design"*

2236 S. 3270 W. Salt Lake City, UT 84119 Office: 801-972-5101 Fax: 801-972-2530  
www.impact-signs.com

## DEPOSIT INVOICE

Invoice #: DP24765

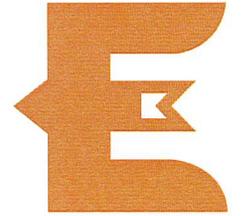
Inv Date: 10/30/24  
Customer #: CRM009944  
Page: 5 of 5

<b>SOLD TO:</b> Eagle Mountain City 1650 Stagecoach Run Eagle Mountain UT 84005	<b>JOB LOCATION:</b> Eagle Mountain City 1650 Stagecoach Run Eagle Mountain UT 84005  REQUESTED BY: Terrance Dela Pena
------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Terrance Dela Pena		BILLY BAKER	10/30/24	50.0% Due Upon Receipt	05/25/25

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6	* QUOTE #27708 Manufacture and install 6 each 8-1/2" X 8-1/2" pressure treated fir posts with bleach stain with 1/2" thru bolted structure non-illuminated direction signs. Wayfinding signs to have 1/4" aluminum panels and reflective vinyl copy. Impact to excavate 12" wide x 3'6" deep x 3' long Direct bury posts. REVISED ESTIMATE 10/30/24	\$7,980.00	\$47,880.00
		SUB TOTAL	\$47,880.00
	* INDICATES TAXABLE ITEM	ESTIMATED SALES TAXES	\$0.00
		TOTAL PROPOSAL AMOUNT	\$47,880.00
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		
PLEASE PAY THIS DEPOSIT AMOUNT:			\$23,940.00

IF THIS COPY IS VISIBLE ON PHYSICAL PRINTS IT MAY INDICATED THAT ARTWORK HAS BEEN PRINTED "TO FIT" AND MAY NOT BE AT CORRECT SCALE



SIGN PACKAGE FOR

## EAGLE MOUNTAIN CITY - WAYFINDERS

---

PRESENTED BY



### SIGN TYPE W - WOODEN WAYFINDERS

MANUFACTURE & INSTALL

SIX [6] DIRECT BURIAL WOOD POSTS w/ ALUM PANELS & VINYL COPY.

#### COLOR SCHEDULE

SCREEN AND PRINT COLORS MAY VARY

##### VINYL

- 3M WHITE REFLECTIVE VINYL
- CUSTOMER TO PROVIDE SAMPLE

##### PAINT

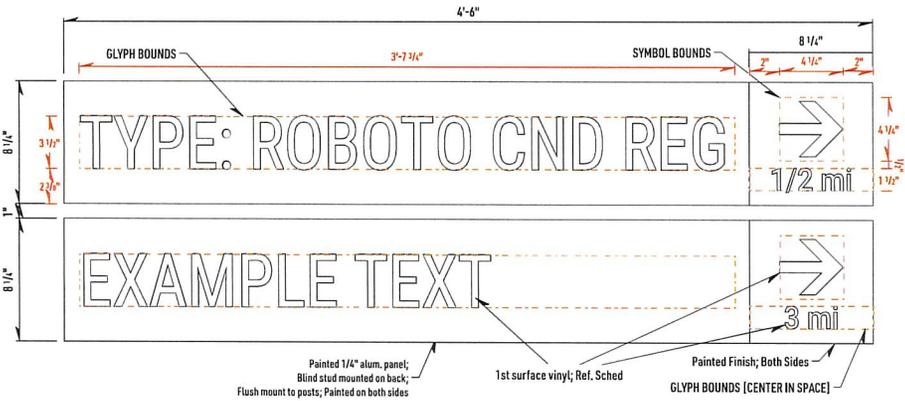
- DULUX TO MATCH PM 7577
- DULUX TO MATCH PM 575
- DULUX TO MATCH PM 541
- DULUX TO MATCH PM 137

##### WOOD

- BLEACHED PRESSURE TREATED LUMBER

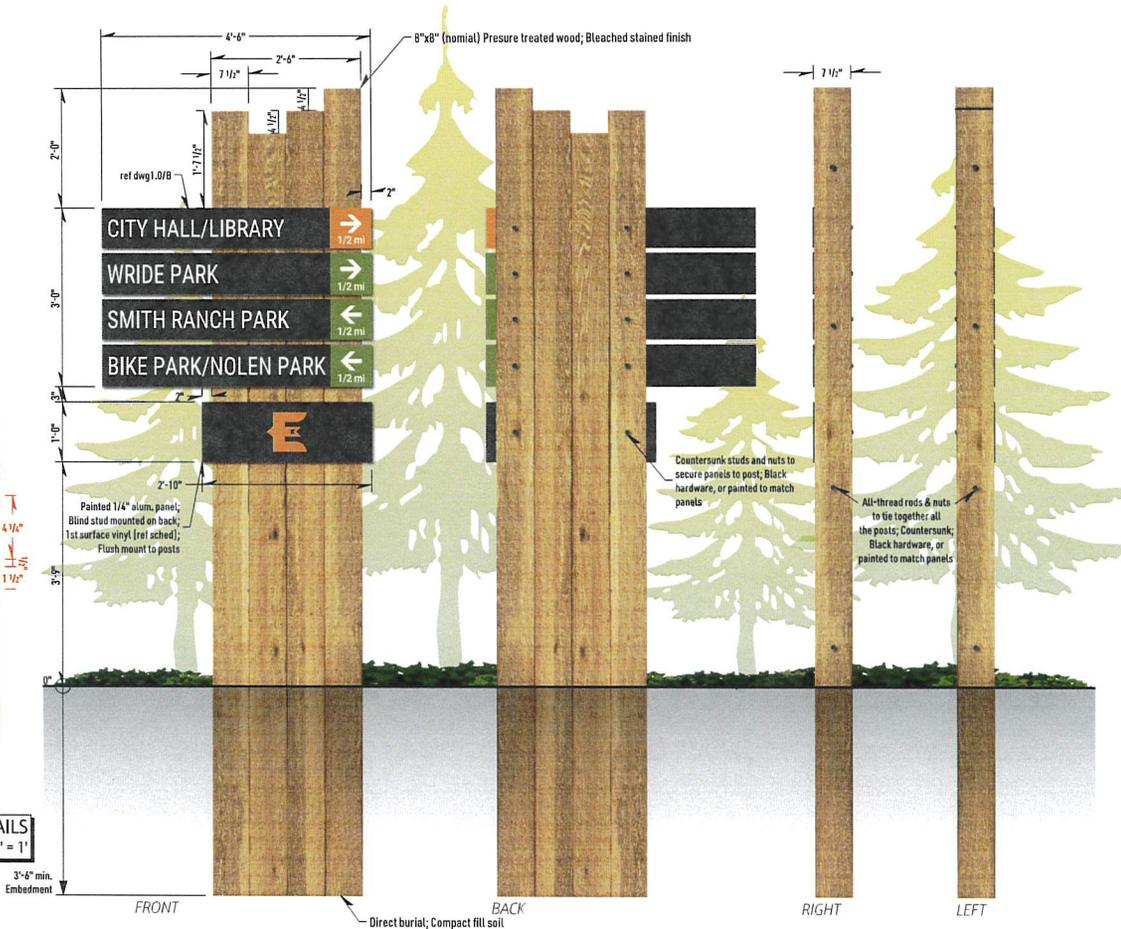
#### NOTE

MILEAGE SUBJECT TO CHANGE  
BASED ON FINAL SIGN PLACEMENT



**B** SIGN TYPE W

PANEL DETAILS  
SCALE 1 1/2" = 1'



**A** SIGN TYPE W - TYPICAL WOODEN WAYFINDERS  
QTY 6

PROJECT DETAILS  
SCALE 1/2" = 1'



**NFP**

**IMPACT SIGNS**  
SERVING OUR CLIENTS NATIONALLY

SALES \_\_\_\_\_ DESIGNER \_\_\_\_\_ PRINT DEPT \_\_\_\_\_ SHOP PRODUCTION \_\_\_\_\_ INSTALL MANAGER \_\_\_\_\_  
2236 S. 3270 W.  
Salt Lake City, UT  
Phone: 801-972-5101  
Fax: 801-972-2530  
www.impact-signs.com

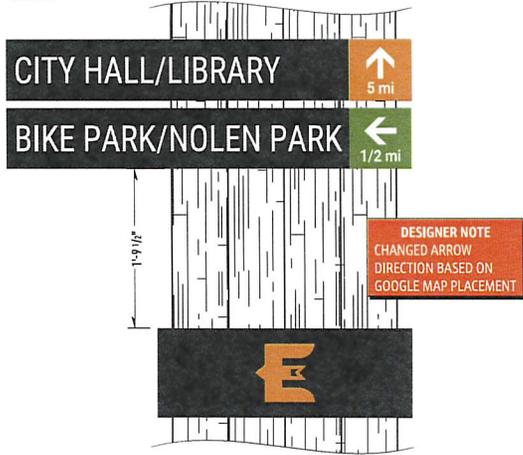
Copyright © 2022  
This drawing is provided for the purpose of building the proposed project. It is not to be used for any other purpose without the written consent of IMPACT SIGNS. All rights reserved.

CUSTOMER APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

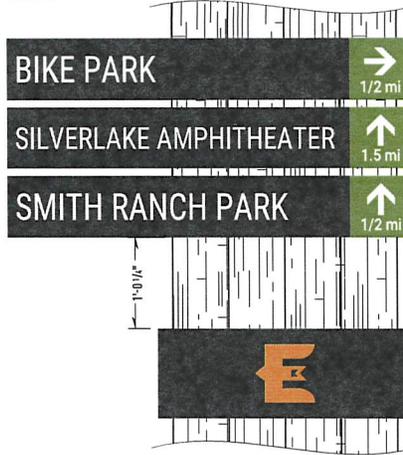
### Eagle Mountain City Wayfinders

CLIENT INFO		DRAWING INFO		DRAWING No.	REVISION No.
Eagle Mountain City Various Locations Eagle Mountain, UT		W1 Wood post wayfinders		1.0	R2
SALES	DESIGN	ORIG. DATE	SCALE	AS NOTED	
Kevin A.	Justin R.	2024.10.25	1 of 2	2024.10.30	

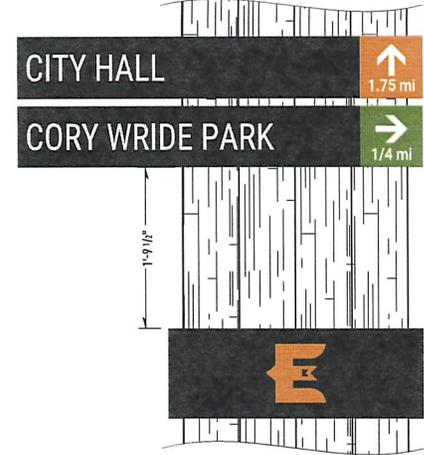
W2A 1 / PONY EXPRESS @ RANCHES (WEST)



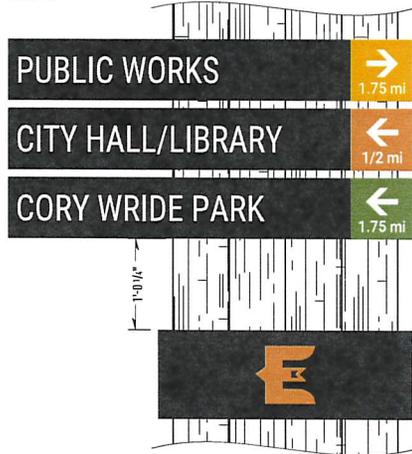
W3A 2 / PONY EXPRESS @ RANCHES (EAST)



W2B 3 / PONY EXPRESS @ MID VALLEY RD



W2B 4 / EM BLVD @ PONY EXPRESS



W4A 5 / RANCHES @ PONY EXPRESS



W4B 6 / PONY EXPRESS @ CITY HALL



**NOTE**  
MILEAGE SUBJECT TO CHANGE  
BASED ON FINAL SIGN PLACEMENT

A SIGN TYPE W - KEYSTROKING WOODEN WAYFINDERS

MESSAGE LAYOUT  
SCALE 3/4" = 1"



**NFP**

**IMPACT SIGNS**  
SERVING OUR CLIENTS NATIONALLY

SALES \_\_\_\_\_ DESIGNER \_\_\_\_\_ PRINT DEPT \_\_\_\_\_ SHOP PRODUCTION \_\_\_\_\_ INSTALL MANAGER \_\_\_\_\_

2236 S. 3270 W.  
Salt Lake City, UT  
Phone: 801-972-5101  
Fax: 801-972-2530  
www.impact-signs.com

Copyright © 2022  
This drawing is provided "as is" for the purpose of illustrating the proposed project. It is not intended to be used for any other purpose without the express written consent of Impact Signs. All rights reserved.  
Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**Eagle Mountain City Wayfinders**

CLIENT INFO  
Eagle Mountain City  
Various Locations  
Eagle Mountain, UT

DRAWING INFO  
W1  
Wood post wayfinders  
SCALE AS NOTED  
DESIGN: JUSTIN R  
ORIG DATE: 2024.10.25

1.1 R2  
SHEET 2 of 2  
2024.10.30