



**NOTICE OF A REGULAR
CITY COUNCIL MEETING
November 8, 2023, at 6:00 PM**

PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, November 8, 2023, at 6:00 p.m., in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, Utah. This meeting can also be viewed on our [live stream page](#).

AGENDA

Presiding Mayor Julie Fullmer

1. CALL TO ORDER/INVOCATION/INSPIRATIONAL THOUGHT/PLEDGE OF ALLEGIANCE – *to be announced.*

2. WORK SESSION

No items were submitted.

3. PUBLIC COMMENTS

(15 minutes)

“**Public Comments**” is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

Public comments can be submitted ahead of time to heidij@vineyardutah.org.

4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

5. STAFF, COMMISSION, AND COMMITTEE REPORTS

(3 minutes each)

5.1 City Manager Ezra Nair

5.2 Planning Commission

6. CONSENT ITEMS

6.1 Approval of the October 25, 2023, City Council Meeting Minutes

6.2 Unified Fleet Services Vehicle Leasing Agreement (Resolution 2023-44)

6.3 Deed Acceptance for Penny Springs Park Parcel (Resolution 2023-45)

6.4 Approval of 2 ILAs with CUWCD (Resolution 2023-46)

a) Approval of CWP 1600 North Turnout Vault Funding Agreement

b) Approval of License Agreement for Pipeline

6.5 Approval and Acceptance of Tucker Row Open Space (Resolution 2023-47)

7. APPOINTMENTS

7.1 Planning Commission

Mayor Fullmer, with the advice and consent of the council, may appoint new members to the Planning Commission.

8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS

8.1 One Kind Act Presentation

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – Adoption of the Vineyard City Fiscal Year 2023 – 2024 Budget Amendment #1 (Resolution 2023-41) *(A public hearing was held for this item on October 25, 2023.)*

Finance Director David Mortensen will present proposed amendments to the Fiscal Year 2023-2024 Budget. The mayor and city council will act to adopt (or deny) this request by resolution. *(This item was continued from the October 25, 2023, City Council Meeting.)*

9.2 PUBLIC HEARING – Homesteads Pod 1 Live/Work Development Agreement (Resolution 2023-) *(This item is being postponed to the 12/13/2023 City Council Meeting)*

City Manager Ezra Nair will present the Homesteads Pod 1 Live/Work Development Agreement. The Mayor and City Council will act to adopt (or deny) this request by resolution.

9.3 DISCUSSION AND ACTION – Consolidated Fee Schedule Public Hearing (Resolution 2023-48)

Finance Director, David Mortensen will present proposed amendments to the Consolidated Fee Schedule. The Mayor and City Council will act to adopt (or deny) this request by resolution.

9.4 DISCUSSION AND ACTION – Approval of the 2024 City Council Meeting Schedule (Resolution 2023-49)

Deputy Recorder, Heidi Jackman will present the annual calendar for discussion and approval. The Mayor and City Council will act to adopt (or deny) this request by resolution.

10. CLOSED SESSION

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

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares
- (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares
- (f) discussion regarding deployment of security personnel, devices, or systems;

- (g) the purpose of considering information that is designated as a trade secret, as defined in Section [13-24-2](#), if the public body's consideration of the information is necessary in order to properly conduct a procurement under [Title 63G, Chapter 6a, Utah Procurement Code](#);

11. ADJOURNMENT

The next meeting is on Wednesday, December 13, 2023.

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

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Deputy Recorder at least 24 hours prior to the meeting by calling (385) 326-2123.

I the undersigned Deputy Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: November 7, 2023

CERTIFIED (NOTICED) BY: /s/ Heidi Jackman
HEIDI JACKMAN, DEPUTY RECORDER

**MINUTES OF A REGULAR
CITY COUNCIL MEETING**

City Council Chambers
125 South Main Street, Vineyard, Utah
October 25, 2023, at 6:00 PM

Present

Mayor Julie Fullmer
Councilmember Tyce Flake
Councilmember Mardi Sifuentes
Councilmember Cristy Welsh

Absent

Councilmember Amber Rasmussen

Staff Present: City Manager Ezra Nair, City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff's Office, Finance Director David Mortensen, Community Development Director Morgan Brim, Public Works Director Naseem Ghandour, Environmental Utilities Manager Sullivan Love, Human Resource Manager Corrie Steeves, Social Media Coordinator Bethany Bee, City Recorder Pamela Spencer, and Eric Ellis

Others speaking: Residents Daria, David and Claudia Lauret, Tyler Haroldson, Kim Cornelius, Sara Cameron, Jacob Holdaway, Timo Christensen, Tim Heaton, Brad Hakes, Keith Vincent; Chandler Hoopes and Nathan Newman with Qualtrics;


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


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


2. WORK SESSION


No items were submitted.


3. PUBLIC COMMENTS


 Daria Evans, living in the Villas subdivision, expressed her appreciation for Rojas Farms allowing the community to have the pumpkins. She liked the mural on the water tank and thanked Public Work for fixing the depression on the lake trail and the drains near the marina. She thanked for the city for the fall cleanup dumpsters. She expressed concern about the pedestrian refuge on 600 North and asked about the school speed limit zones. Mr. Ghandour replied that the speed zone amendment would allow the flashers to remain where they were currently placed, accommodating the Utah Department of Transportation's (UDOT) policies. There would be no change otherwise.

 David Lauret, living on Holdaway Road, expressed objections to the appointment of Eric Ellis as the City Manager. Mayor Fullmer asked for clarification. There was a discussion about Mr. Lauret's concerns.


 Resident Tyler Haroldsen, living in the Edgewater subdivision, expressed concern about the accident that happened on 400 South last week, pedestrian safety and lower speed limits. He recommended that the city do something immediately to help pedestrian safety before Halloween. Mr. Ghandour reiterated that the reduced speed school zones ordinance was to bridge a gap with UDOT's code for elementary school zones that were already in place. He also mentioned that the pedestrian crossing on 600 North was to help with pedestrian safety. Mayor Fullmer expressed her concerns about the accident that happened last week. She said that the city's goal was to be preventative.

 Resident Kim Cornelias, living in the Villas subdivision, commented on a Tribune Article that came out today about Eric Ellis and about his appointment as the city manager. Mayor Fullmer replied that the council would be discussing this before they approve the appointment.


 Mr. Cornelias mentioned that the developer for Utah City had promised to release the number of renters that there would be in the downtown area. He read a statement from Governor Cox at a press conference about rentals and density around transit hubs. He expressed concern with density, rentals, and potential crime in Utah City. There was a brief discussion about the housing in the downtown area.


 Sara Cameron living in the Parkside subdivision, asked the mayor to clarify her position with Eric Ellis. There was a brief discussion about positions with the Utah Lake Authority.


 Jacob Holdaway living on Holdaway Road, read a statement about claims that were made about Walkara Way and lake restoration.


 Resident Cole Kelly, living in the Lakefront subdivision, expressed concerns about interactions with the mayor. He also expressed concern with the council appointing Eric Ellis as the new city manager.

 Resident Timo Christensen expressed concerns with pedestrian safety and other areas that the city needed to address.


 Resident Claudia Lauret, living on Holdaway Road, asked for clarification about where the city was in having a fire department and a fire station. Mr. Nair replied that the city was undergoing a study that would result with design options for a fire station. A discussion ensued.


 Resident Tim Heaton, living in the Sleepy Ridge subdivision, expressed concern with the appointment of Eric Ellis as the city manager.


 Brad Hakes, an Orem resident, expressed excitement about Utah City and his opinion on developments.

 Resident Keith Vincent, living in The Villas subdivision, expressed his disappointment with the appointment of Eric Ellis as city manager. He also commented on Utah City.


97 **4. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

98  Councilmember Flake reported on the Utah State Legislature's mid-term meetings and the
99 Utah Committee for Development meetings. He suggested that residents reach out to their state
100 legislatures about their plans for cities and what goes on at the state level.

101
102  Councilmember Rasmussen reported that there would be a Growth and Prosperity Summit
103 held on November 2, 2023 at Utah Valley University (UVU).

104
105  Councilmember Welsh reported on the Economic Development Steering Committee
106 meetings. She mentioned that the pumpkin patch on the 11-acre parcel would be open tomorrow
107 for residents to pick a pumpkin. She also reported on fall cleanup in the city. She mentioned that
108 there was an opportunity to visit the new Church of Jesus Christ of Latter-day Saints' Temple in
109 Orem for a limited time.

110
111
112 **5. STAFF, COMMISSION, AND COMMITTEE REPORTS**

113 **5.1**  City Manager Ezra Nair showed a time-lapse video of the mural on the water tank
114 at 1600 North. He reported that there would be construction at 600 North and Main to install a
115 pedestrian refuge, which will include LED flashers for night-time visibility. He reported that the
116 Meet the Candidates Night would be held tomorrow night, and that the Election would be held
117 on November 21, 2023, so watch for ballots to come in the mail. He reported that the city had
118 received a \$7,500 grant from Rocky Mountain Power for the design of the Gammon Park fields.

119
120
121 **6. CONSENT ITEMS**

122 **6.1** Approval of the October 11, 2023, City Council Meeting Minutes

123 **6.2** Approval of the October 23, 2023, City Council Meeting Minutes


124 **6.3** Approval of Reduced Speed School Zone Ordinance (2023-29)

125 **6.4** Approval of The Maples Phase 3 Final Plat

126 **6.5** Approval of The Sycamores Phase 4 Final Plat

127 **6.6** Approval of Edgewater @ Geneva Phase 19 Final Plat Amendment

128 **6.7** Approval of Holdaway Fields Phase 1B Final Plat

129
130  **Motion:** COUNCILMEMBER WELSH MOVED TO APPROVE AND ADOPT THE
131 CONSENT ITEMS AS PRESENTED. COUNCILMEMBER RASMUSSEN SECONDED THE
132 MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS
133 FLAKE, RASMUSSEN, AND WELSH VOTED YES. COUNCILMEMBER SIFUENTES
134 WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

135
136
137 **7. APPOINTMENTS**

138 **7.1 Planning Commission**

139 Mayor Fullmer, with the advice and consent of the council, may appoint new members to
140 the Planning Commission.
141 No appointments were made.

144 **8. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**


145 **8.1 Proclamation**


146  Mayor Fullmer read the Kindness Week Proclamation.

147
148
149 **9. BUSINESS ITEMS**

150 **9.1 PUBLIC HEARING – Adoption of the Vineyard City Fiscal Year 2023 – 2024 Budget**
151 **Amendment #1 (Resolution 2023-41)**


152 Finance Director David Mortensen will present proposed amendments to the Fiscal Year
153 2023-2024 Budget. The mayor and city council will act to adopt (or deny) this request by
154 resolution.

155
156  **Motion:** COUNCILMEMBER FLAKE MOVED TO OPEN THE PUBLIC HEARING AT
157 6:59 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER,
158 COUNCILMEMBERS FLAKE, RASMUSSEN, AND WELSH VOTED YES.
159 COUNCILMEMBER SIFUENTES WAS ABSENT. THE MOTION CARRIED WITH ONE
160 ABSENT.

161
162  Finance Director David Mortensen gave an overview of the amendments.

163
164  Mr. Vincent asked which company did the financial audit for the city. Mr. Mortensen replied
165 that it was Gilbert and Stewart. There was a brief discussion about the audit and the budget
166 amendments.


167
168 Mayor Fullmer called for further public comments. Hearing none, she called for a motion to
169 close the public hearing.


170
171  **Motion:** COUNCILMEMBER WELSH MOVED TO CLOSE THE PUBLIC HEARING
172 AT 7:07 PM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. MAYOR
173 FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND WELSH VOTED YES.
174 COUNCILMEMBER SIFUENTES WAS ABSENT. THE MOTION CARRIED WITH ONE
175 ABSENT.


176
177  **Motion:** MAYOR FULLMER MOVED TO CONTINUE THIS ITEM TO NOVEMBER 8,
178 2023 CITY COUNCIL MEETING. COUNCILMEMBER FLAKE SECONDED THE
179 MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND
180 WELSH VOTED YES. COUNCILMEMBER SIFUENTES WAS ABSENT. THE MOTION
181 CARRIED WITH ONE ABSENT.


182
183 **9.2 DISCUSSION AND ACTION – Qualtrics Service Agreement (Resolution 2023-42)**


184 City Manager Ezra Nair will present a service agreement with Qualtrics for customer
185 service management. The mayor and City Council will act to adopt this request by
186 resolution.


187
188  City Manager Ezra Nair introduced the Qualtrics team. He explained that they were working
189 to simplify the city's website and that part of that was to help get more insights for the website
190 and understand how residents were using it.

 Chandler Hoopes with Qualtrics reviewed the services that they would provide to the city and its residents. Mr. Nair felt that Vineyard had a responsibility to make the city staff available through the internet.

 Mr. Heaton asked if the council could delay this vote until the procurement director had time to vet the state contract. A discussion ensued.


 Mr. Holdaway felt that a state contract was not necessarily a competitive bid. He recommended Qualtrics but felt that the cost was too high. Mr. Nair explained that the city already had a contract with Qualtrics but was adding the XM package.

 Nathan Newman with Qualtrics expressed concerns with false claims by Mr. Holdaway.

 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT RESOLUTION 2023-42 APPROVING AND AUTHORIZING A SERVICE CONTRACT WITH QUALTRICS FOR THEIR GOVXM SERVICE PLATFORM. COUNCILMEMBER RASMUSSEN SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND WELSH VOTED YES. COUNCILMEMBER SIFUENTES WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

10. CLOSED SESSION


Mayor Fullmer called for a motion to go into a closed session.


 **Motion:** COUNCILMEMBER RASMUSSEN MOVED TO GO INTO A CLOSED SESSION at 7:22 PM IN THE CONFERENCE ROOM, TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND WELSH VOTED YES. COUNCILMEMBER SIFUENTES WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

The City Council meeting was paused at 7:22 PM. The meeting resumed at 8:02 PM.

9.3 DISCUSSION AND ACTION – City Manager Appointment (Resolution 2023-43)

In accordance with the Vineyard Municipal Code 2.08.010(C) the mayor and City Council will appoint a new city manager, “who shall be appointed on the basis of experience, and administrative and executive abilities and qualifications.” This appointment will be done by resolution.

 Mayor Fullmer read a statement about the hiring process that the city and council had gone through and then called for a motion.

 **Motion:** COUNCILMEMBER WELSH MOVED TO ADOPT RESOLUTION 2023-43 APPROVING THE APPOINTMENT OF ERIC ELLIS AS THE CITY MANAGER AND ALLOW THE MAYOR TO SIGN THE EMPLOYMENT AGREEMENT. COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND WELSH VOTED YES. COUNCILMEMBER SIFUENTES WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

11. ADJOURNMENT

Mayor Fullmer called for a motion to adjourn the meeting.



Motion: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 8:05 PM. COUNCILMEMBER WELSH SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS FLAKE, RASMUSSEN, AND WELSH VOTED YES. COUNCILMEMBER SIFUENTES WAS ABSENT. THE MOTION CARRIED WITH ONE ABSENT.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: /s/Pamela Spencer
PAMELA SPENCER, CITY RECORDER



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: November 08, 2023

Agenda Item: 6.2 Vehicle Lease Agreement with United Fleet Services

Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion: This staff report provides an overview of the proposed resolution authorizing the execution and delivery of a Municipal Lease-Purchase Agreement for the acquisition, financing, and leasing of essential equipment for the public benefit of Vineyard City. It includes elements from the Municipal Lease-Purchase Agreement between United Fleet Services underwritten by Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (the "Lessor") and Vineyard City (the "Lessee"). Additionally, it highlights the benefits of municipal leasing.

Vineyard City is currently undergoing significant growth in population and services to its residents and remains committed to delivering exceptional services to its residents. To adapt to evolving needs, the City intends to replace existing city-owned vehicles based on age, utility, and residual value with leased vehicles better suited for departmental requirements. A portion of the funds from the sales of city-owned vehicles will be used toward the lease program. The initiative encompasses all passenger-type vehicles and an evaluation for potential Heavy Equipment leasing. Additionally, there's consideration to streamline leasing partners and expand the range of available equipment manufacturers.

The Agreement will use the 3-year lease option, Vineyard City stands to gain any profit from the sale of the vehicles (as well as bear any losses) without a mileage and condition clause in the lease. The Lessor employs a known upfront residual value (balance) for the vehicles. Should the vehicle sell for more than the predetermined residual value, the profit accrues to Vineyard City. Conversely, if the sale price is lower, the city is responsible for covering the difference.

Findings and Determinations

The terms of the Municipal Lease-Purchase Agreement are determined to be in the best interests of Vineyard City for acquiring and financing essential equipment for governmental functions.

The benefits of municipal leasing include optimizing budget allocation across multiple vehicles. With low, tax-exempt rates and flexible payment options, it allows for cost-effective financing. There are no processing fees or additional wear-and-use charges, providing a transparent and hassle-free experience. Moreover, lessees can purchase the leased vehicles at the end of the lease term. Additionally, service contracts can be integrated.



Notably, lease payments are not considered debt, typically requiring annual budgetary appropriation, and they can be structured to align with the city's financial planning.

Appointment of Authorized Lessee Representatives

The City Manager and designated representatives are authorized to act on behalf of Vineyard City concerning the Agreement and any escrow agreements. The City Manager authorized to make insertions, omissions, and changes as needed. The City Manager is directed to execute the Agreement and related Exhibits and deliver them to the respective parties

Severability

Vineyard City or the United Fleet Services can terminate this Agreement and would only need to fulfill its obligations and terms on the current leased vehicles.

First-Year Vehicle Lease Option (Proposed) on 3-Year Lease Program

Parks and Rec Department	Administration
<ul style="list-style-type: none">• 5x 2023 Ford F150 Lariat• 1x 2023 GMC Acadia SLE	<ul style="list-style-type: none">• 1x 2023 GMC Acadia SLE
Building Department	Public Works
<ul style="list-style-type: none">• 2x 2023 Ford Explorer ST	<ul style="list-style-type: none">• 2x 2023 Ford F350 Lariat

Funding

Vineyard City has budgeted \$160,000 for two vehicles for Fiscal Year 2023-2024. The projected payment for the proposed leased vehicles is \$86,000 annually, \$258,000 over the three years. Based on projected residual value of each proposed leased vehicle, the projected 3-year net is positive \$47,576.

Fiscal Impact: \$86,000 **FY2023-2024, (Budgeted)**
 \$258,000 for 3 Years

Recommendation: Staff recommends that Vineyard City Council approve and adopt the proposed resolution to enter into a vehicle lease program to enable the continued excellent services of the city's needs.

Sample Motion: I move to adopt resolution 2023-44, authorizing the City Manager to sign a Municipal Lease-Purchase Agreement between Vineyard City and Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance for essential equipment acquisition.

Attachments:

1. Resolution 2023-44
2. Utah Municipal Lease Agreement
3. Vineyard City Pricing Schedule

FORM OF AUTHORIZING RESOLUTION 2023-44

A RESOLUTION OF THE GOVERNING BODY OF UTAH, AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Vineyard city (the “*Lessee*”), a city duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of UTAH, is authorized by the laws of the State of UTAH to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$ 25,000 constituting personal property necessary for the Lessee to perform essential governmental functions (the “*Equipment*”); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the “*Agreements*”) with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the “*Lessor*”), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Manager of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the City Manager of the Lessee is hereby authorized and directed to execute, and the City Manager of the Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto and to deliver the Agreements (including such Exhibits) to the respective parties thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give

effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The City Manager of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 8th day of November, 2023.

Vineyard City

as lessee

[SEAL]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed: Name: _____

Title: _____



MUNICIPAL LEASE-PURCHASE AGREEMENT [Lease # []]

THIS MUNICIPAL LEASE-PURCHASE AGREEMENT [Lease # []], dated as of _____ ("Lease") is made by and between Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance, having an address at 3455 South 344th Way Ste. 300, Federal Way, WA 98001 ("Lessor"), and _____, a municipal corporation existing under the laws of the State of _____, with offices located at _____ ("Lessee").

1. **Lease; Terms; Early Buy-Out Option.**

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described in the equipment schedule attached hereto as Exhibit A and incorporated by this reference (the "Equipment Schedule"), subject to and upon the terms set forth in this Lease.

(b) The following terms shall be applicable for this Lease.

i. Principal component for the Lease: \$[_____].

ii. Interest Rate:[_____]%. [The Interest Rate specified is based upon the 5 year like term semi-bond Swap Rate sourced from Chatham Financial Market Data ("Index") at [_____]%, as of __/__/23. Should the Index increase prior to the Funding Date, the Interest Rate shall be adjusted to maintain the economic returns anticipated by Lessor. The Interest Rate becomes fixed on the Rent Commencement Date, defined below.]

iii. Payment Frequency: [Annual][Semi-annual][Advance][Arrears]

iv. Term: Ending 5 years from the Rent Commencement Date.

(c) So long as (i) Lessee is current in the payment of all Rent and other amounts due under this Lease, (ii) no Default or Nonappropriation exists under this Lease, and (iii) subject to a minimum of 30-days written notice to Lessor, Lessee may terminate this Lease on the three year anniversary of the Funding Date of this Lease (the "Early Buy-Out Date") by paying the currently due Rent, as well as outstanding principal component of this Lease, and any interest accrued thereon to the Early Buy-Out Date, and any other past due amounts or other amounts due under this Lease, plus any applicable taxes (the "Early Buy-Out Option"). The Equipment shall be conveyed to Lessee by Lessor on an "as-is, where-is" basis, without any representation or warranty from Lessor.

(d) So long as (i) Lessee is current in the payment of all Rent and other amounts due under this Lease, (ii) no Default or Nonappropriation exists under this Lease, and (iii) subject to a minimum of 30-days written notice to Lessor, Lessee may prepay this Lease on (A) the one year anniversary of the Funding Date of this Lease by paying the currently due Rent, as well as 102% of the outstanding principal component of this Lease or (B) the two year anniversary of the Funding Date of this Lease by paying the currently due Rent, as well as 101% of the outstanding principal component of this Lease, as well as any interest accrued thereon to the Prepayment Date, and any other past due amounts or other amounts due under this Lease, plus any applicable taxes. The Equipment shall be conveyed to Lessee by Lessor on an "as-is, where-is" basis, without any representation or warranty from Lessor.

Any other prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

2. **Definitions.** As used in this Lease, the following terms shall have the following meanings and shall be equally applicable to both the singular and the plural forms thereof:

"Acceptance Date" means, with respect to the Equipment, the date of execution by Lessee of a Certificate of Acceptance for such Equipment in the form attached hereto as Exhibit C.

"Equipment" means each item of equipment and other property designated in the Equipment Schedule that will be leased by Lessee pursuant to the Lease, together with all replacement parts,

substitutions, additions, attachments, successions and accessories incorporated therein or affixed thereto.

"Funding Date" the Funding Date is the date that Lessor disburses funds for the purchase or financing of the Equipment pursuant to the Funding Request. Interest under the Lease accrues from the Funding Date at the Interest Rate. Lessor will not disburse funds for the purchase of the Equipment until it receives the executed Certificate of Acceptance from Lessee.

"Funding Request" means the funding request for the purchase or financing of the Equipment in the form attached hereto as Exhibit D.

"Initial Term" means the period beginning with the Rent Commencement Date and ending at the conclusion of the budget year of Lessee in effect at the Rent Commencement Date.

"Lease Documents" means this Lease, the Equipment Schedule, Riders, Exhibits and all other documents now or hereafter executed in connection herewith or therewith, as the same may be modified, amended, extended or replaced.

"Payment Schedule" means the "Payment Schedule" attached hereto as Exhibit B and incorporated by this reference, setting forth the Rent payments through the duration of the Initial Term and each potential Renewal Term, with the interest and principal components separated. To the extent that the Funding Date occurs before the Rent Commencement Date, then the first Rental Payment shall be increased to include interest accruing at the Interest Rate on the Principal Component from the Funding Date to the Rent Commencement Date.

"Purchase Agreement" means any purchase agreement or other contract entered into between a Supplier and Lessee or Lessor for the acquisition of Equipment to be leased or financed hereunder.

"Renewal Term" means any period commencing immediately upon the end of the Initial Term or any prior Renewal Term, unless the Lease is terminated as provided herein, each Renewal Term having a duration of one year matching each of Lessee's budget years.

"Rent" means the periodic rental payments due under the Lease for the leasing of Equipment as set forth on the Payment Schedule and, where the context hereof requires, all such additional amounts as may, from time to time, be payable under any provision of a Lease. The term "Rent" shall include interim rent, if any.

"Rent Commencement Date" means, with respect to Equipment (and unless otherwise indicated on the Payment Schedule), the latter of [September 1, 2023 or]the first day of the calendar month following the Funding Date, Lessor will not disburse funds for the purchase of the Equipment until it receives the executed Certificate of Acceptance from Lessee.

"Rent Payment Date" shall have the meaning specified in the Payment Schedule.

"Supplier" means the manufacturer or the vendor of the Equipment specified on an Equipment Schedule.

"Term" means the Initial Term and any Renewal Term.

3. **Delivery and Acceptance.** Upon delivery to Lessee of any Equipment and Lessee's inspection thereof, Lessee shall execute and deliver to Lessor a written statement in a form acceptable to Lessor (a) acknowledging receipt of the Equipment in good condition and repair and (b) accepting the Equipment as satisfactory in all respects for the purposes of the Lease (the "Certificate of Acceptance"), generally in the form of Exhibit C, hereto. **LESSOR SHALL HAVE NO OBLIGATION TO ADVANCE FUNDS FOR SUCH PURCHASE OR FINANCING UNLESS AND UNTIL LESSOR RECEIVES A CERTIFICATE OF ACCEPTANCE FOR ALL EQUIPMENT UNDER THIS LEASE EXECUTED BY LESSEE.** Execution of the Acceptance Certificate shall have no effect on Lessee's rights and remedies against the Supplier.

4. **Rent; Delinquent Payments.**

(a) Lessee shall pay the Rent set forth on the Payment Schedule commencing on the Rent Commencement Date and, unless otherwise set forth on the Payment Schedule, on the same day of each payment period thereafter for the balance of the Term. Rent shall be due whether or not Lessee has received any notice that such payments are due. All Rent shall be paid to Lessor at **PO Box 749642, Los Angeles, CA 90074**, or as otherwise directed by Lessor in writing.

(b) If Lessee fails to pay any Rent or other sums due under the Lease on or before the date when the same becomes due, Lessee shall pay interest on such delinquent payment from the due date until paid at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law.

(c) It is the intent of the parties that Lessee's obligation to pay Rent under this Lease shall constitute a current expense of Lessee and not a debt of Lessee in violation of any legal obligation regarding Lessee's creation of debt. Further, no obligation of Lessee under this Lease shall constitute the pledge of the funds of Lessee, including tax revenues.

(d) Each Rent payment made under this Lease will include the payment of interest in such amounts as set forth separately in the Payment Schedule.

(e) Computation of interest under this Lease shall be based on an Actual/365.

5. **Nonappropriation and Renewal.** Lessee is only obligated to pay Rent under this Lease to the extent necessary funds have been lawfully budgeted for and appropriated for that purpose during each of Lessee's applicable budget years. If Lessee fails to budget and appropriate necessary funds to pay Rent beyond the Initial Term or then current Renewal Term ("Nonappropriation"), this Lease shall terminate at the end of the Initial Term or then current Renewal Term. Lessee agrees to provide Lessor notice of Nonappropriation at least sixty (60) days prior to the end of the Initial Term or then current Renewal Term, but failure to give such notice shall not extend the Term or otherwise constitute a default. Lessee agrees that if this Lease is terminated for Nonappropriation it will deliver the Equipment to Lessor at such place as Lessor shall identify within a reasonable distance of the location of the Equipment and Lessor shall then dispose of the Equipment according to the terms of this Lease. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which Rent payments may be made, including making provision for Rent payments in each proposed annual budget submitted for approval and to exhaust all available reviews and appeals in the event such funds are not appropriated in the budget. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds beyond the Initial Term or then current Renewal Term is solely within Lessee's discretion.
6. **Location; Inspection; Labels.** Equipment shall be delivered to the location specified in the Lease and shall not be removed therefrom, except as in its ordinary use, without Lessor's prior written consent, provided that if such consent is given, Lessee shall be responsible for and shall promptly pay all costs associated with such relocation. Lessor shall have the right to enter upon the premises where the Equipment is located and inspect the Equipment at any time.
7. **Non-Cancelable Lease.** TO THE EXTENT PERMITTED BY LAW, THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, INCLUDING FOR NONAPPROPRIATION. LESSEE'S OBLIGATION TO PAY RENT AND PERFORM ITS OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY RIGHT OF SETOFF, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH LESSEE MAY HAVE AGAINST THE SUPPLIER, LESSOR OR ANY OTHER PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIMS AGAINST THE SUPPLIER IN A SEPARATE LAWSUIT. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALES REPRESENTATIVE OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THE LEASE, AND NO SUCH WAIVER OR ALTERATION SHALL VARY THE TERMS OF THIS LEASE. LESSOR IS NEITHER A SUPPLIER NOR A LICENSOR, AND LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT. LESSEE AGREES NOT TO ASSERT ANY SUCH CLAIMS OR DEFENSES AGAINST LESSOR FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT AND

UNDERSTANDS THAT IT MAY DO SO AGAINST THE SUPPLIER OF EQUIPMENT OR SERVICES OR LICENSOR OF SOFTWARE.

8. Use; Alterations.

(a) Lessee shall use Equipment solely for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority and only in the manner for which it was designed and intended. Lessee shall comply with all applicable laws. Lessee shall immediately notify Lessor, in writing, of any existing or threatened investigation, claim or action by any governmental authority that could adversely affect the Equipment, the Lessor or the Lease. Lessee, at its own expense, shall make such alterations, additions or modifications (each, a "Required Alteration") to Equipment as may be required from time to time to meet the requirements of applicable law or a governmental body. All such Required Alterations shall immediately, and without further act, be deemed to constitute "Equipment" and be fully subject to the Lease as if originally leased hereunder. Except as otherwise permitted herein, Lessee shall not make any alterations to Equipment without Lessor's prior written consent.

(b) Lessee, at its own expense, may from time to time add or install upgrades, accessories, additions or attachments (each an "Upgrade") to Equipment during the Term; provided, that such Upgrades (i) are readily removable without causing material damage to the Equipment, (ii) do not materially adversely affect the value, productive capacity, utility or remaining useful life of the Equipment and (iii) do not cause the Equipment to become "limited use property" within the meaning of Revenue Procedure 2001-28, 2001-19 I.R.B. 1156 (or such other successor tax provision), as of the date of installation of such Upgrade. Any such Upgrades that can be removed without adversely affecting the value, productive capacity, utility or remaining useful life of the Equipment shall remain the property of Lessee, and upon the Equipment's return to Lessor in the event it is not purchased by Lessee, Lessee may, at its option, remove any such Upgrades and, upon such removal, shall restore the Equipment to the condition required hereunder. Upgrades which are not removed prior to the Equipment's return to Lessor shall, upon their delivery to Lessor, become the property of the Lessor, constitute Equipment and be fully subject to this Lease as if originally leased hereunder.

9. Repairs and Maintenance. Lessee, at Lessee's own cost and expense, shall at all times maintain the Equipment in good repair, good operating condition, appearance and working order at all times in compliance with the manufacturer's or Supplier's recommendations and all maintenance and operating manuals or service agreements.

10. Return of Equipment.

(a) Unless Lessee has properly exercised its option to purchase the Equipment pursuant to this Section, Lessee shall at its sole expense, upon the expiration or earlier termination of this Lease pursuant to its terms, de-install, assemble, pack (under the supervision of persons acceptable to Lessor), including labeling of all components and hardware, and return all, and not less than all, of the Equipment to Lessor by delivering the Equipment to such location or such carrier as Lessor shall specify within a reasonable distance from the general location of the Equipment. Lessee shall be responsible for erasing or removing any private personal, medical or financial information from any data storage or like devices on the Equipment. Lessee agrees that (a) Equipment, when returned, shall be in the condition required by the Lease, which shall at a minimum require that Equipment be in complete and operational condition with no missing or damaged components or parts such that it is capable of performing its originally intended use, and (b) upon Lessor's request, Lessee will obtain from the Supplier (or other maintenance service provider previously approved by Lessor or Supplier) a certificate stating that such Equipment qualifies for full maintenance service at the standard rates and terms then in effect.

(b) Upon payment to Lessor of all Rent, and all other amounts due under this Lease, and assuming no Default is currently outstanding, Lessee shall on the final Rent Payment Date, shall be deemed to own the Equipment outright and any lien, security interest or encumbrance on the Equipment

created by or arising through or under Lessor shall be deemed to be terminated, and all right, title and interest of Lessor in the Equipment shall be deemed conveyed to Lessee "as is."

11. Sublease and Assignment.

(a) LESSEE SHALL NOT, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, (i) SELL, ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF THE LEASE, EQUIPMENT OR ANY INTEREST THEREIN, (ii) RENT, SUBLET OR LEND EQUIPMENT TO ANYONE INCLUDING LESSEE'S AFFILIATES, OR (iii) PERMIT EQUIPMENT TO BE USED BY ANYONE OTHER THAN LESSEE'S QUALIFIED EMPLOYEES.

(b) Lessor, at any time with or without notice to Lessee, may sell, transfer, assign and/or grant a security interest in all or any part of Lessor's interest in this Lease or the Equipment (each, a "Lessor Transfer"). In the event of a Lessor Transfer, any purchaser, transferee, assignee or secured party (each a "Lessor Assignee") shall have and may exercise all of Lessor's rights hereunder with respect to the items to which any such Lessor Transfer relates, and **LESSEE SHALL NOT ASSERT AGAINST ANY SUCH LESSOR ASSIGNEE ANY DEFENSE, COUNTERCLAIM OR OFFSET THAT LESSEE MAY HAVE AGAINST LESSOR.** The Lessor Assignee should not be bound by, or otherwise required to perform any of Lessor's obligations under the Lease, unless expressly assumed by such Lessor Assignee. Lessee agrees that upon written notice to Lessee of any Lessor Transfer, Lessee shall acknowledge receipt thereof in writing and shall comply with the directions and demands of any Lessor Assignee made according to this Lease, including paying Rent to the Lessor Assignee. Lessee will provide reasonable assistance to Lessor to complete any transaction contemplated by this subsection (b). Notwithstanding the foregoing, no assignment shall be effective until (i) Lessee has received written notice, signed by the assignor and identifying the name and address of the Lessor Assignee and (ii) the assignment has been registered in the books of the Lessor Assignee. Lessee agrees to retain all notices of assignment as a register of all assignments in form necessary to comply with the Internal Revenue Code of 1986, Section 149(a), as amended and regulations thereunder and agrees to make payments according to the register.

(c) The Lease Documents shall inure to the benefit of, and are binding upon, the successors and permitted assigns of the parties thereto.

12. Insurance.

(a) In addition to complying with the terms and conditions contained in the applicable Insurance Requirements notice, which is incorporated by this reference, Lessee shall, at all times and at Lessee's own cost and expense, maintain (i) insurance against all risks of physical loss or damage to Equipment for the greater of (a) the full replacement value, (b) the outstanding principal amount under this Lease, or (c) the actual cash value thereof, and (ii) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage per occurrence in an amount as stated in the Insurance Requirements notice, and (iii) other insurance against other risks of loss customarily maintained by Lessee or otherwise required by Lessor and with such terms as shall be reasonably satisfactory to, or reasonably required by, Lessor. Notwithstanding the foregoing, Lessee may self-insure against such risks with Lessor's prior written approval.

(b) All insurance policies required hereunder shall include terms, and be with insurance carriers, reasonably satisfactory to Lessor. Lessee shall deliver to Lessor certificates or other proof of insurance satisfactory to Lessor evidencing the coverage required by this section and listing Lessor as a loss payee and additional insured and providing for Lessor to receive no fewer than thirty (30) days' notice of cancellation. If Lessee fails to maintain any insurance policies required herein, then in addition to any other rights and remedies of Lessor hereunder, Lessor shall have the option (but not the obligation) to pay the premiums on any such policies or to obtain new insurance under terms satisfactory to Lessor, and any amounts paid by Lessor pursuant thereto shall be immediately due and payable by Lessee upon demand.

- 13. Risk of Loss; Casualty.** Lessee assumes, and shall at all times bear the entire risk of, any loss, theft, damage to, or destruction of any Equipment from any cause whatsoever, to the extent covered by the proceeds of insurance, from the time such Equipment is shipped to Lessee until its return to Lessor or other disposition at the end of the Lease. Lessee shall promptly notify Lessor in writing if any Equipment shall be or become worn out, lost, stolen, destroyed, irreparably damaged, or permanently rendered unfit for use from any cause whatsoever (each a "Casualty Occurrence"). In the event of a Casualty Occurrence, at Lessee's option, Lessee shall within thirty (30) days of such Casualty Occurrence, (i) place such Equipment in good condition and repair, in accordance with the terms hereof; or (ii) pay Lessor the sum of (A) the outstanding principal component of Rent as of payment date, and (B) all other amounts which are due hereunder, including interest accruing to such payment date. If elected by Lessor and upon payment of all sums due under Section 13(ii) with respect to such Equipment, the obligation of Lessee to pay Rent and the term of this Lease with respect to such Equipment shall terminate. Following payment of all sums due under Section 13(ii) with respect to such Equipment, and if no Default has occurred and remains continuing, Lessor will then (a) transfer to Lessee the Lessor's rights to such Equipment "AS IS, WHERE IS" and with all defects, without recourse and WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than a warranty that the Equipment is free and clear of any liens created by or through Lessor; and (b) remit to Lessee any physical damage insurance proceeds received by Lessor arising out of such loss.
- 14. Taxes.** Lessee shall use the Equipment for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority. Lessee shall timely report, pay and discharge all sales, use, property and other taxes, if any, now or hereafter imposed by any taxing authority upon the Equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and to the extent permitted by law will indemnify and hold Lessor harmless therefrom. Lessee's obligations under this Section shall be limited to such taxes as accrue during the Initial Term or then current Renewal Term. Lessee shall submit written evidence of the payment of such taxes at Lessor's request.
- 15. Lessor's Right to Perform for Lessee.** If Lessee fails to perform any of its obligations contained herein, Lessor may (but shall not be obligated to) itself perform such obligations, and the amount of the reasonable costs and expenses of Lessor incurred in connection with such performance, together with interest on such amount at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law, shall be payable by Lessee to Lessor upon demand. No such performance by Lessor shall be deemed a waiver of any rights or remedies of Lessor or be deemed to cure the default of Lessee hereunder.
- 16. Personal Property; Liens.** Lessee represents and warrants that the Equipment is, and shall at all times remain fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Lessee shall at all times keep Equipment free and clear from all liens. Lessee shall (a) give Lessor immediate written notice of any such lien, (b) promptly, at Lessee's sole cost and expense, take such action as may be necessary to discharge any such lien, and (c) to the extent permitted by law, indemnify and hold Lessor, on an after-tax basis, harmless from and against any loss or damage caused by any such lien.
- 17. Default; Remedies.**
(a) As used herein, the term "Default" means any of the following events: (i) Lessee fails to pay any Rent or other amount due under the Lease within ten (10) days after the same shall have become due; (ii) Lessee becomes insolvent or makes an assignment for the benefit of its creditors; (iii) a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of Lessee's assets is appointed with or without the application or consent of Lessee; (iv) a petition is filed by or against Lessee under any bankruptcy, insolvency or similar proceeding; (v) Lessee fails to perform or violates any provision of the Lease, or

any covenant therein or any warranty or representation made by Lessee therein proves to have been false or misleading when made; or (vi) any filing by Lessee of a termination statement for any financing statement filed by Lessor while any obligations are owed by Lessee under a Lease. Lessee shall immediately notify Lessor of the occurrence of any Default.

(b) Upon the occurrence of a Default, Lessor may do one or more of the following as Lessor in its sole discretion shall elect: (i) proceed by appropriate court action to enforce specifically Lessee's performance by Lessee of the Lease or to recover damages for the breach thereof; (ii) cause Lessee, at its expense, promptly to assemble Equipment and return the same to Lessor at such place as Lessor may designate in writing in compliance with all return provisions in this Lease; (iii) by notice in writing to Lessee, cancel or terminate the Lease, without prejudice to any other remedies hereunder; (iv) enter upon the premises of Lessee or other premises where any Equipment may be located and, without notice to Lessee and with or without legal process, take possession of and remove (or disable in place) all or any such Equipment without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of the Lease unless Lessor notifies Lessee in writing to such effect; (v) sell, re-lease or otherwise dispose of any or all of the Equipment at public or private sale; and (vi) exercise any other right or remedy available to Lessor under applicable law. In addition, Lessee shall be liable for all reasonable costs, expenses, and legal fees incurred in enforcing Lessor's rights under the Lease, before or in connection with litigation or arbitration, including all reasonable attorneys' fees incurred at trial, on appeal and in any bankruptcy or arbitration proceeding, and for any deficiency in the disposition of the Equipment. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

(c) If a Default occurs, Lessee hereby agrees that ten (10) days' prior notice to Lessee of any public sale or of the time after which a private sale may be negotiated shall be conclusively deemed reasonable notice. None of Lessor's rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to Lessor at law or in equity, and no express or implied waiver by Lessor of any Default shall constitute a waiver of any other Default or a waiver of any of Lessor's rights.

(d) With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or any other collateral securing Lessee's obligations under any Lease, Lessee acknowledges and agrees that Lessor may dispose of Equipment on an "AS IS, WHERE IS" basis, in compliance with applicable law and with such preparation (if any) as Lessor determines to be commercially reasonable.

18. Notices. All notices and other communications hereunder shall be in writing and shall be sent by overnight courier or certified mail (return receipt requested), US postage prepaid, or hand delivered. Such notices and other communications shall be addressed to the respective party at the address set forth above or at such other address as any party may, from time to time, designate by notice duly given in accordance with this section. Such notices and other communications shall be effective upon the earlier of receipt by the party or three (3) days after mailing if mailed in accordance with the terms of this section.

19. Indemnity. To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, causes of action, claims, suits, penalties, damages, losses, costs or expenses (including reasonable attorneys' fees, whether or not there is a lawsuit, and including those incurred at trial, on appeal and in any bankruptcy or arbitration proceeding), obligations, liabilities, demands and judgments (collectively, a "Liability") arising out of or in any way related to: (a) Lessee's failure to perform any covenant or Lessee's breach of any representation or warranty under the Lease Documents, (b) the order, manufacture, purchase, ownership, selection, acceptance, rejection, possession, rental, sublease, operation, use, maintenance, loss, damage,

destruction, removal, storage, sale, condition, delivery, return or other disposition of or any other matter relating to any Equipment; (c) any and all Liabilities in any way relating to or arising out of injury to persons, property or the environment relating to any Equipment or the Lease Documents; and (d) any and all Liabilities based on strict liability in tort, negligence, breach of warranties or violations of any regulatory law or requirement.

20. Fees and Expenses. To the extent permitted by law, Lessee shall pay or reimburse Lessor amounts incurred during the Initial Term or then current Renewal Term for: (i) all UCC filing and search fees and expenses incurred by Lessor in connection with the verification, perfection or preservation of Lessor's rights hereunder or in the Equipment; (ii) any and all stamp, transfer and documentation taxes and fees payable or determined to be payable in connection with the execution, delivery and/or recording of the Lease Documents; and (iii) all fees and out-of-pocket expenses (including, but not limited to, reasonable attorneys' and other professional fees and expenses) incurred by Lessor in connection with the preparation, execution, administration, waiver or amendment of the Lease Documents or the collection of any sum payable under any of the Lease Documents not paid when due, and the enforcement of any of the Lease Documents. Lessee shall be responsible for payment on the Funding Date to Lessor a facility fee of 0.1% of the principal component of the Lease and a \$10.00 vehicle titling fee.

21. Financial and Other Data. During the Term, Lessee shall provide Lessor with audited annual financial statements prepared by an independent Certified Public Accountant, when they become available but in no event within 270 days of the close of its fiscal year. Lessee, during the Term hereof, shall also furnish Lessor its annual budget upon approval and such other financial information as Lessor may from time-to-time reasonably request. All such information shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Lessee to be true and correct.

22. Representations and Warranties of Lessee. Lessee represents and warrants that (a) Lessee is a municipal corporation organized and existing under the constitution and laws of the state where it is located, with the power and authority thereunder to enter into this Lease and assume and perform the obligations stated herein, and Lessee will take all actions necessary to preserve such existence, power, and authority; (b) Lessee has been duly authorized to execute and deliver the Lease Documents by proper action of its governing body and all other proceedings of Lessee relating to the transaction contemplated by this Lease have been performed according to all applicable local, state and federal laws; (c) Lessee covenants that it will use 95% or more of the proceeds of this Lease as soon as practicable for the purposes stated in this Lease - to wit, performance of essential local government functions of Lessee - and that no part of the proceeds shall be invested at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated when this Lease was entered into, would have resulted in classification of this Lease in any amount as an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code") and regulations thereunder; (d) Lessee designates this as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code and Lessee reasonably anticipates to issue qualified tax-exempt obligations during the budget year of the Funding Date in an amount not exceeding \$10,000,000; (e) this Lease is not a private activity bond as defined in Section 141 of the Code; (f) the remaining useful life of the Equipment is less than 120% of the Term of this Lease; (g) Lessee is a state or political subdivision with taxing power under the laws of the state where it is located; (h) the Lease Documents when entered into will constitute legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their terms; (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148, and all applicable Treasury Department regulations, in order to maintain the excludability of the interest component of Rent payments from federal income taxation; (j) there are no actions or proceedings to which Lessee is a party, and there are no other threatened actions or proceedings of which Lessee has knowledge, before any governmental authority which, either individually or in the aggregate, would adversely affect the financial condition of Lessee or the ability of Lessee to perform its obligations hereunder; and (k) the financial statements of Lessee

(copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles, consistently applied, and fairly present Lessee's financial condition as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in its financial condition or operations. Lessee shall cause to be executed as a requirement of this Lease an opinion of counsel in substantially the form attached hereto as Exhibit E and incorporated by this reference.

- 23. Title.** As of the Acceptance Date, Lessee shall have title to the Equipment during the Term of this Lease; however, Lessor shall have the right to immediately assume title to the Equipment and Lessee shall immediately surrender possession of the Equipment to Lessor (i) upon the occurrence of a Default and for so long as such Default is continuing, or (ii) upon termination of this Lease if Lessee does not exercise its option to purchase the Equipment.
- 24. Security Interest.** Lessee hereby grants to Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments) and all proceeds of the foregoing to secure the prompt payment and performance as and when due of all indebtedness and obligations of Lessee, now existing or hereafter created, to Lessor pursuant to this Lease. Lessee authorizes Lessor to file financing statements, including any amendments and continuation statements, to protect or perfect Lessor's interest in the Equipment, and Lessor shall have all of the rights and benefits of a secured party under the UCC as in effect from time to time hereafter in the state in which the Equipment is located or any other state with jurisdiction over the Equipment. Lessee hereby ratifies, to the extent permitted by law, all that Lessor shall lawfully and in good faith do or cause to be done by reason of and in compliance with this section. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCC financing statements filed by Lessor pursuant to this Lease.
- 25. Governing Law.** **THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS.**
- 26. Quiet Enjoyment.** So long as no Default has occurred and is continuing, Lessee shall peaceably hold and quietly enjoy the Equipment without interruption by Lessor or any person or entity claiming through Lessor.
- 27. Evidence of Filing Form 8038-G.** As soon as it is available, Lessee shall provide to Lessor evidence that it has filed the Form 8038-G for this Lease with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if Lessee does not provide to Lessor evidence that it filed the Form 8038-G for this Lease with the Internal Revenue Service.
- 28. Entire Agreement.** This Lease, together with all other Lease Documents, constitutes the entire understanding or agreement between Lessor and Lessee with respect to the Equipment covered thereby, and there is no understanding or agreement, oral or written, which is not set forth herein or therein. No Lease Document may be amended except by a writing signed by Lessor and Lessee.
- 29. Disclaimer of Warranties.** **LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS, WHERE IS." LESSEE HAS MADE THE SELECTION OF THE EQUIPMENT FROM THE SUPPLIER BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR**

REPRESENTATIONS MADE BY LESSOR. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. LESSOR HEREBY ASSIGNS ANY WARRANTY BY THE SUPPLIER TO LESSEE FOR THE TERM OF EACH LEASE WITHOUT RECOURSE.

30. Execution in Counterparts. This Lease and all other Lease Documents may be executed in several counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument; provided, however, that to the extent that this Lease constitutes chattel paper under the UCC, no security interest may be created by the transfer or possession of any counterpart other than the original thereof, which shall be identified as a document or record (as applicable) marked "Original".

31. Miscellaneous. Time is of the essence with respect to this Lease. Any failure of Lessor to require strict performance by Lessee shall not be construed as a consent or waiver of any provision of such Lease. Any provision of this Lease that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first above written.

Lessor:

Lessee:

Financial Pacific Leasing, Inc. DBA Umpqua Bank
Equipment Leasing & Finance

By: _____

By: **X** _____

Print Name: _____

Print Name:

Title: _____

Title:

Attachments

Exhibit A – Equipment Schedule
Exhibit B – Payment Schedule
Exhibit C – Form of Certificate of Acceptance
Exhibit D – Form of Funding Request
Exhibit E – Form of Lessee Counsel Opinion

Requested Equipment & Pricing Options

Requested:

- 2023 GMC Acadia SLE
- 2023 Ford F150 Lariat
- 2023 Ford F350 Lariat
- 2023 Ford Explorer ST

Pricing:

2023 GMC Acadia SLE @ 12K Miles/Year

Option 1 - Current Market Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	6,500.00	0.00	6,500.00	34,560.00	34,825.50	265.50
2	6,500.00	1,859.33	4,640.67	29,919.33	29,795.15	-124.18
3	6,500.00	1,609.66	4,890.34	25,028.99	28,247.35	3,218.36
4	13,532.75	1,346.56	12,186.19	12,842.80	23,990.90	11,148.10
5	13,532.75	690.94	12,841.81	1.00	22,830.05	22,829.05

Option 2 - JD Power Projected Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	9,172.13	0.00	9,172.13	31,887.87	27,086.50	-4,801.37
2	9,172.13	1,715.57	7,456.56	24,431.32	20,895.30	-3,536.02
3	9,172.13	1,314.41	7,857.72	16,573.60	18,573.60	2,000.00
4	8,960.90	891.66	8,069.24	8,504.37	15,091.05	6,586.68
5	8,960.90	457.53	8,503.37	1.00	11,608.50	11,607.50

2023 Ford F150 Lariat @ 12K Miles/Year

Option 1 - Current Market Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	8,000.00	0.00	8,000.00	61,371.00	62,788.00	1,417.00
2	8,000.00	3,301.76	4,698.24	56,672.76	59,220.50	2,547.74
3	8,000.00	3,048.99	4,951.01	51,721.75	57,080.00	5,358.25
4	27,965.59	2,782.63	25,182.96	26,538.79	54,226.00	27,687.21
5	27,965.59	1,427.79	26,537.80	1.00	51,372.00	51,371.00

Option 2 - JD Power Projected Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	12,575.82	0.00	12,575.82	56,795.18	52,085.50	-4,709.68
2	12,575.82	3,055.58	9,520.24	47,274.93	42,096.50	-5,178.43
3	12,575.82	2,543.39	10,032.43	37,242.50	39,242.50	2,000.00
4	20,136.62	2,003.65	18,132.97	19,109.53	34,248.00	15,138.47
5	20,136.62	1,028.09	19,108.53	1.00	27,113.00	27,112.00

2023 Ford F350 Lariat @ 12K Miles/Year

Option 1 - Current Market Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	8,000.00	0.00	8,000.00	75,864.00	83,211.60	7,347.60
2	8,000.00	4,081.48	3,918.52	71,945.48	78,316.80	6,371.32
3	8,000.00	3,870.67	4,129.33	67,816.15	69,925.71	2,109.56
4	36,667.86	3,648.51	33,019.35	34,796.80	74,769.31	39,972.51
5	36,667.86	1,872.07	34,795.79	1.00	72,215.30	72,214.30

Option 2 - JD Power Projected Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	13,563.63	0.00	13,563.63	70,300.37	66,079.80	-4,220.57
2	13,563.63	3,782.16	9,781.47	60,518.91	59,553.40	-965.51
3	13,563.63	3,255.92	10,307.71	50,211.20	52,211.20	2,000.00
4	27,148.83	2,701.36	24,447.47	25,763.74	43,237.40	17,473.66
5	27,148.83	1,386.09	25,762.74	1.00	37,526.80	37,525.80

2023 Ford Explorer ST @ 12K Miles/Year

Option 1 - Current Market Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	8,500.00	0.00	8,500.00	53,604.00	51,260.40	-2,343.60
2	8,500.00	2,883.90	5,616.10	47,987.90	45,957.60	-2,030.30
3	8,500.00	2,581.75	5,918.25	42,069.65	47,136.00	5,066.35
4	22,746.67	2,263.35	20,483.32	21,586.33	36,530.40	14,944.07
5	22,746.67	1,161.34	21,585.33	1.00	33,584.40	33,583.40

Option 2 - JD Power Projected Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	12,744.62	0.00	12,744.62	49,359.38	41,244.00	-8,115.38
2	12,744.62	2,655.53	10,089.09	39,270.28	35,941.20	-3,329.08
3	12,744.62	2,112.74	10,631.88	28,638.40	30,638.40	2,000.00
4	15,484.37	1,540.75	13,943.62	14,694.79	25,924.80	11,230.01
5	15,484.37	790.58	14,693.79	1.00	19,443.60	19,442.60



MUNICIPAL LEASE-PURCHASE AGREEMENT [Lease # []]

THIS MUNICIPAL LEASE-PURCHASE AGREEMENT [Lease # []], dated as of _____ ("Lease") is made by and between Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance, having an address at 3455 South 344th Way Ste. 300, Federal Way, WA 98001 ("Lessor"), and _____, a municipal corporation existing under the laws of the State of _____, with offices located at _____ ("Lessee").

1. **Lease; Terms; Early Buy-Out Option.**

(a) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described in the equipment schedule attached hereto as Exhibit A and incorporated by this reference (the "Equipment Schedule"), subject to and upon the terms set forth in this Lease.

(b) The following terms shall be applicable for this Lease.

i. Principal component for the Lease: \$[_____].

ii. Interest Rate:[_____]%. [The Interest Rate specified is based upon the 5 year like term semi-bond Swap Rate sourced from Chatham Financial Market Data ("Index") at [_____]%, as of __/__/23. Should the Index increase prior to the Funding Date, the Interest Rate shall be adjusted to maintain the economic returns anticipated by Lessor. The Interest Rate becomes fixed on the Rent Commencement Date, defined below.]

iii. Payment Frequency: [Annual][Semi-annual][Advance][Arrears]

iv. Term: Ending 5 years from the Rent Commencement Date.

(c) So long as (i) Lessee is current in the payment of all Rent and other amounts due under this Lease, (ii) no Default or Nonappropriation exists under this Lease, and (iii) subject to a minimum of 30-days written notice to Lessor, Lessee may terminate this Lease on the three year anniversary of the Funding Date of this Lease (the "Early Buy-Out Date") by paying the currently due Rent, as well as outstanding principal component of this Lease, and any interest accrued thereon to the Early Buy-Out Date, and any other past due amounts or other amounts due under this Lease, plus any applicable taxes (the "Early Buy-Out Option"). The Equipment shall be conveyed to Lessee by Lessor on an "as-is, where-is" basis, without any representation or warranty from Lessor.

(d) So long as (i) Lessee is current in the payment of all Rent and other amounts due under this Lease, (ii) no Default or Nonappropriation exists under this Lease, and (iii) subject to a minimum of 30-days written notice to Lessor, Lessee may prepay this Lease on (A) the one year anniversary of the Funding Date of this Lease by paying the currently due Rent, as well as 102% of the outstanding principal component of this Lease or (B) the two year anniversary of the Funding Date of this Lease by paying the currently due Rent, as well as 101% of the outstanding principal component of this Lease, as well as any interest accrued thereon to the Prepayment Date, and any other past due amounts or other amounts due under this Lease, plus any applicable taxes. The Equipment shall be conveyed to Lessee by Lessor on an "as-is, where-is" basis, without any representation or warranty from Lessor.

Any other prepayments other than the Early Buy-Out Option shall be solely with the prior written consent of Lessor.

2. **Definitions.** As used in this Lease, the following terms shall have the following meanings and shall be equally applicable to both the singular and the plural forms thereof:

"Acceptance Date" means, with respect to the Equipment, the date of execution by Lessee of a Certificate of Acceptance for such Equipment in the form attached hereto as Exhibit C.

"Equipment" means each item of equipment and other property designated in the Equipment Schedule that will be leased by Lessee pursuant to the Lease, together with all replacement parts,

substitutions, additions, attachments, successions and accessories incorporated therein or affixed thereto.

"Funding Date" the Funding Date is the date that Lessor disburses funds for the purchase or financing of the Equipment pursuant to the Funding Request. Interest under the Lease accrues from the Funding Date at the Interest Rate. Lessor will not disburse funds for the purchase of the Equipment until it receives the executed Certificate of Acceptance from Lessee.

"Funding Request" means the funding request for the purchase or financing of the Equipment in the form attached hereto as Exhibit D.

"Initial Term" means the period beginning with the Rent Commencement Date and ending at the conclusion of the budget year of Lessee in effect at the Rent Commencement Date.

"Lease Documents" means this Lease, the Equipment Schedule, Riders, Exhibits and all other documents now or hereafter executed in connection herewith or therewith, as the same may be modified, amended, extended or replaced.

"Payment Schedule" means the "Payment Schedule" attached hereto as Exhibit B and incorporated by this reference, setting forth the Rent payments through the duration of the Initial Term and each potential Renewal Term, with the interest and principal components separated. To the extent that the Funding Date occurs before the Rent Commencement Date, then the first Rental Payment shall be increased to include interest accruing at the Interest Rate on the Principal Component from the Funding Date to the Rent Commencement Date.

"Purchase Agreement" means any purchase agreement or other contract entered into between a Supplier and Lessee or Lessor for the acquisition of Equipment to be leased or financed hereunder.

"Renewal Term" means any period commencing immediately upon the end of the Initial Term or any prior Renewal Term, unless the Lease is terminated as provided herein, each Renewal Term having a duration of one year matching each of Lessee's budget years.

"Rent" means the periodic rental payments due under the Lease for the leasing of Equipment as set forth on the Payment Schedule and, where the context hereof requires, all such additional amounts as may, from time to time, be payable under any provision of a Lease. The term "Rent" shall include interim rent, if any.

"Rent Commencement Date" means, with respect to Equipment (and unless otherwise indicated on the Payment Schedule), the latter of [September 1, 2023 or]the first day of the calendar month following the Funding Date, Lessor will not disburse funds for the purchase of the Equipment until it receives the executed Certificate of Acceptance from Lessee.

"Rent Payment Date" shall have the meaning specified in the Payment Schedule.

"Supplier" means the manufacturer or the vendor of the Equipment specified on an Equipment Schedule.

"Term" means the Initial Term and any Renewal Term.

3. **Delivery and Acceptance.** Upon delivery to Lessee of any Equipment and Lessee's inspection thereof, Lessee shall execute and deliver to Lessor a written statement in a form acceptable to Lessor (a) acknowledging receipt of the Equipment in good condition and repair and (b) accepting the Equipment as satisfactory in all respects for the purposes of the Lease (the "Certificate of Acceptance"), generally in the form of Exhibit C, hereto. **LESSOR SHALL HAVE NO OBLIGATION TO ADVANCE FUNDS FOR SUCH PURCHASE OR FINANCING UNLESS AND UNTIL LESSOR RECEIVES A CERTIFICATE OF ACCEPTANCE FOR ALL EQUIPMENT UNDER THIS LEASE EXECUTED BY LESSEE.** Execution of the Acceptance Certificate shall have no effect on Lessee's rights and remedies against the Supplier.

4. **Rent; Delinquent Payments.**

(a) Lessee shall pay the Rent set forth on the Payment Schedule commencing on the Rent Commencement Date and, unless otherwise set forth on the Payment Schedule, on the same day of each payment period thereafter for the balance of the Term. Rent shall be due whether or not Lessee has received any notice that such payments are due. All Rent shall be paid to Lessor at **PO Box 749642, Los Angeles, CA 90074**, or as otherwise directed by Lessor in writing.

(b) If Lessee fails to pay any Rent or other sums due under the Lease on or before the date when the same becomes due, Lessee shall pay interest on such delinquent payment from the due date until paid at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law.

(c) It is the intent of the parties that Lessee's obligation to pay Rent under this Lease shall constitute a current expense of Lessee and not a debt of Lessee in violation of any legal obligation regarding Lessee's creation of debt. Further, no obligation of Lessee under this Lease shall constitute the pledge of the funds of Lessee, including tax revenues.

(d) Each Rent payment made under this Lease will include the payment of interest in such amounts as set forth separately in the Payment Schedule.

(e) Computation of interest under this Lease shall be based on an Actual/365.

5. **Nonappropriation and Renewal.** Lessee is only obligated to pay Rent under this Lease to the extent necessary funds have been lawfully budgeted for and appropriated for that purpose during each of Lessee's applicable budget years. If Lessee fails to budget and appropriate necessary funds to pay Rent beyond the Initial Term or then current Renewal Term ("Nonappropriation"), this Lease shall terminate at the end of the Initial Term or then current Renewal Term. Lessee agrees to provide Lessor notice of Nonappropriation at least sixty (60) days prior to the end of the Initial Term or then current Renewal Term, but failure to give such notice shall not extend the Term or otherwise constitute a default. Lessee agrees that if this Lease is terminated for Nonappropriation it will deliver the Equipment to Lessor at such place as Lessor shall identify within a reasonable distance of the location of the Equipment and Lessor shall then dispose of the Equipment according to the terms of this Lease. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which Rent payments may be made, including making provision for Rent payments in each proposed annual budget submitted for approval and to exhaust all available reviews and appeals in the event such funds are not appropriated in the budget. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds beyond the Initial Term or then current Renewal Term is solely within Lessee's discretion.
6. **Location; Inspection; Labels.** Equipment shall be delivered to the location specified in the Lease and shall not be removed therefrom, except as in its ordinary use, without Lessor's prior written consent, provided that if such consent is given, Lessee shall be responsible for and shall promptly pay all costs associated with such relocation. Lessor shall have the right to enter upon the premises where the Equipment is located and inspect the Equipment at any time.
7. **Non-Cancelable Lease.** TO THE EXTENT PERMITTED BY LAW, THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, INCLUDING FOR NONAPPROPRIATION. LESSEE'S OBLIGATION TO PAY RENT AND PERFORM ITS OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY RIGHT OF SETOFF, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH LESSEE MAY HAVE AGAINST THE SUPPLIER, LESSOR OR ANY OTHER PARTY; PROVIDED, HOWEVER, THAT NOTHING HEREIN SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIMS AGAINST THE SUPPLIER IN A SEPARATE LAWSUIT. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALES REPRESENTATIVE OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THE LEASE, AND NO SUCH WAIVER OR ALTERATION SHALL VARY THE TERMS OF THIS LEASE. LESSOR IS NEITHER A SUPPLIER NOR A LICENSOR, AND LESSOR IS NOT RESPONSIBLE FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT. LESSEE AGREES NOT TO ASSERT ANY SUCH CLAIMS OR DEFENSES AGAINST LESSOR FOR REPAIRS, SERVICE OR DEFECTS IN EQUIPMENT AND

UNDERSTANDS THAT IT MAY DO SO AGAINST THE SUPPLIER OF EQUIPMENT OR SERVICES OR LICENSOR OF SOFTWARE.

8. Use; Alterations.

(a) Lessee shall use Equipment solely for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority and only in the manner for which it was designed and intended. Lessee shall comply with all applicable laws. Lessee shall immediately notify Lessor, in writing, of any existing or threatened investigation, claim or action by any governmental authority that could adversely affect the Equipment, the Lessor or the Lease. Lessee, at its own expense, shall make such alterations, additions or modifications (each, a "Required Alteration") to Equipment as may be required from time to time to meet the requirements of applicable law or a governmental body. All such Required Alterations shall immediately, and without further act, be deemed to constitute "Equipment" and be fully subject to the Lease as if originally leased hereunder. Except as otherwise permitted herein, Lessee shall not make any alterations to Equipment without Lessor's prior written consent.

(b) Lessee, at its own expense, may from time to time add or install upgrades, accessories, additions or attachments (each an "Upgrade") to Equipment during the Term; provided, that such Upgrades (i) are readily removable without causing material damage to the Equipment, (ii) do not materially adversely affect the value, productive capacity, utility or remaining useful life of the Equipment and (iii) do not cause the Equipment to become "limited use property" within the meaning of Revenue Procedure 2001-28, 2001-19 I.R.B. 1156 (or such other successor tax provision), as of the date of installation of such Upgrade. Any such Upgrades that can be removed without adversely affecting the value, productive capacity, utility or remaining useful life of the Equipment shall remain the property of Lessee, and upon the Equipment's return to Lessor in the event it is not purchased by Lessee, Lessee may, at its option, remove any such Upgrades and, upon such removal, shall restore the Equipment to the condition required hereunder. Upgrades which are not removed prior to the Equipment's return to Lessor shall, upon their delivery to Lessor, become the property of the Lessor, constitute Equipment and be fully subject to this Lease as if originally leased hereunder.

9. Repairs and Maintenance. Lessee, at Lessee's own cost and expense, shall at all times maintain the Equipment in good repair, good operating condition, appearance and working order at all times in compliance with the manufacturer's or Supplier's recommendations and all maintenance and operating manuals or service agreements.

10. Return of Equipment.

(a) Unless Lessee has properly exercised its option to purchase the Equipment pursuant to this Section, Lessee shall at its sole expense, upon the expiration or earlier termination of this Lease pursuant to its terms, de-install, assemble, pack (under the supervision of persons acceptable to Lessor), including labeling of all components and hardware, and return all, and not less than all, of the Equipment to Lessor by delivering the Equipment to such location or such carrier as Lessor shall specify within a reasonable distance from the general location of the Equipment. Lessee shall be responsible for erasing or removing any private personal, medical or financial information from any data storage or like devices on the Equipment. Lessee agrees that (a) Equipment, when returned, shall be in the condition required by the Lease, which shall at a minimum require that Equipment be in complete and operational condition with no missing or damaged components or parts such that it is capable of performing its originally intended use, and (b) upon Lessor's request, Lessee will obtain from the Supplier (or other maintenance service provider previously approved by Lessor or Supplier) a certificate stating that such Equipment qualifies for full maintenance service at the standard rates and terms then in effect.

(b) Upon payment to Lessor of all Rent, and all other amounts due under this Lease, and assuming no Default is currently outstanding, Lessee shall on the final Rent Payment Date, shall be deemed to own the Equipment outright and any lien, security interest or encumbrance on the Equipment

created by or arising through or under Lessor shall be deemed to terminated, and all right, title and interest of Lessor in the Equipment shall be deemed conveyed to Lessee "as is."

11. Sublease and Assignment.

(a) LESSEE SHALL NOT, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, (i) SELL, ASSIGN, TRANSFER, PLEDGE, ENCUMBER OR OTHERWISE DISPOSE OF THE LEASE, EQUIPMENT OR ANY INTEREST THEREIN, (ii) RENT, SUBLET OR LEND EQUIPMENT TO ANYONE INCLUDING LESSEE'S AFFILIATES, OR (iii) PERMIT EQUIPMENT TO BE USED BY ANYONE OTHER THAN LESSEE'S QUALIFIED EMPLOYEES.

(b) Lessor, at any time with or without notice to Lessee, may sell, transfer, assign and/or grant a security interest in all or any part of Lessor's interest in this Lease or the Equipment (each, a "Lessor Transfer"). In the event of a Lessor Transfer, any purchaser, transferee, assignee or secured party (each a "Lessor Assignee") shall have and may exercise all of Lessor's rights hereunder with respect to the items to which any such Lessor Transfer relates, and **LESSEE SHALL NOT ASSERT AGAINST ANY SUCH LESSOR ASSIGNEE ANY DEFENSE, COUNTERCLAIM OR OFFSET THAT LESSEE MAY HAVE AGAINST LESSOR.** The Lessor Assignee should not be bound by, or otherwise required to perform any of Lessor's obligations under the Lease, unless expressly assumed by such Lessor Assignee. Lessee agrees that upon written notice to Lessee of any Lessor Transfer, Lessee shall acknowledge receipt thereof in writing and shall comply with the directions and demands of any Lessor Assignee made according to this Lease, including paying Rent to the Lessor Assignee. Lessee will provide reasonable assistance to Lessor to complete any transaction contemplated by this subsection (b). Notwithstanding the foregoing, no assignment shall be effective until (i) Lessee has received written notice, signed by the assignor and identifying the name and address of the Lessor Assignee and (ii) the assignment has been registered in the books of the Lessor Assignee. Lessee agrees to retain all notices of assignment as a register of all assignments in form necessary to comply with the Internal Revenue Code of 1986, Section 149(a), as amended and regulations thereunder and agrees to make payments according to the register.

(c) The Lease Documents shall inure to the benefit of, and are binding upon, the successors and permitted assigns of the parties thereto.

12. Insurance.

(a) In addition to complying with the terms and conditions contained in the applicable Insurance Requirements notice, which is incorporated by this reference, Lessee shall, at all times and at Lessee's own cost and expense, maintain (i) insurance against all risks of physical loss or damage to Equipment for the greater of (a) the full replacement value, (b) the outstanding principal amount under this Lease, or (c) the actual cash value thereof, and (ii) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage per occurrence in an amount as stated in the Insurance Requirements notice, and (iii) other insurance against other risks of loss customarily maintained by Lessee or otherwise required by Lessor and with such terms as shall be reasonably satisfactory to, or reasonably required by, Lessor. Notwithstanding the foregoing, Lessee may self-insure against such risks with Lessor's prior written approval.

(b) All insurance policies required hereunder shall include terms, and be with insurance carriers, reasonably satisfactory to Lessor. Lessee shall deliver to Lessor certificates or other proof of insurance satisfactory to Lessor evidencing the coverage required by this section and listing Lessor as a loss payee and additional insured and providing for Lessor to receive no fewer than thirty (30) days' notice of cancellation. If Lessee fails to maintain any insurance policies required herein, then in addition to any other rights and remedies of Lessor hereunder, Lessor shall have the option (but not the obligation) to pay the premiums on any such policies or to obtain new insurance under terms satisfactory to Lessor, and any amounts paid by Lessor pursuant thereto shall be immediately due and payable by Lessee upon demand.

- 13. Risk of Loss; Casualty.** Lessee assumes, and shall at all times bear the entire risk of, any loss, theft, damage to, or destruction of any Equipment from any cause whatsoever, to the extent covered by the proceeds of insurance, from the time such Equipment is shipped to Lessee until its return to Lessor or other disposition at the end of the Lease. Lessee shall promptly notify Lessor in writing if any Equipment shall be or become worn out, lost, stolen, destroyed, irreparably damaged, or permanently rendered unfit for use from any cause whatsoever (each a "Casualty Occurrence"). In the event of a Casualty Occurrence, at Lessee's option, Lessee shall within thirty (30) days of such Casualty Occurrence, (i) place such Equipment in good condition and repair, in accordance with the terms hereof; or (ii) pay Lessor the sum of (A) the outstanding principal component of Rent as of payment date, and (B) all other amounts which are due hereunder, including interest accruing to such payment date. If elected by Lessor and upon payment of all sums due under Section 13(ii) with respect to such Equipment, the obligation of Lessee to pay Rent and the term of this Lease with respect to such Equipment shall terminate. Following payment of all sums due under Section 13(ii) with respect to such Equipment, and if no Default has occurred and remains continuing, Lessor will then (a) transfer to Lessee the Lessor's rights to such Equipment "AS IS, WHERE IS" and with all defects, without recourse and WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, other than a warranty that the Equipment is free and clear of any liens created by or through Lessor; and (b) remit to Lessee any physical damage insurance proceeds received by Lessor arising out of such loss.
- 14. Taxes.** Lessee shall use the Equipment for the purpose of performing essential government functions of Lessee within the scope of Lessee's authority. Lessee shall timely report, pay and discharge all sales, use, property and other taxes, if any, now or hereafter imposed by any taxing authority upon the Equipment based upon the ownership, leasing, renting, sale, possession or use thereof, whether the same be assessed to Lessor or Lessee, together with any penalties or interest in connection therewith, and to the extent permitted by law will indemnify and hold Lessor harmless therefrom. Lessee's obligations under this Section shall be limited to such taxes as accrue during the Initial Term or then current Renewal Term. Lessee shall submit written evidence of the payment of such taxes at Lessor's request.
- 15. Lessor's Right to Perform for Lessee.** If Lessee fails to perform any of its obligations contained herein, Lessor may (but shall not be obligated to) itself perform such obligations, and the amount of the reasonable costs and expenses of Lessor incurred in connection with such performance, together with interest on such amount at the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law, shall be payable by Lessee to Lessor upon demand. No such performance by Lessor shall be deemed a waiver of any rights or remedies of Lessor or be deemed to cure the default of Lessee hereunder.
- 16. Personal Property; Liens.** Lessee represents and warrants that the Equipment is, and shall at all times remain fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Lessee shall at all times keep Equipment free and clear from all liens. Lessee shall (a) give Lessor immediate written notice of any such lien, (b) promptly, at Lessee's sole cost and expense, take such action as may be necessary to discharge any such lien, and (c) to the extent permitted by law, indemnify and hold Lessor, on an after-tax basis, harmless from and against any loss or damage caused by any such lien.
- 17. Default; Remedies.**
(a) As used herein, the term "Default" means any of the following events: (i) Lessee fails to pay any Rent or other amount due under the Lease within ten (10) days after the same shall have become due; (ii) Lessee becomes insolvent or makes an assignment for the benefit of its creditors; (iii) a receiver, trustee, conservator or liquidator of Lessee of all or a substantial part of Lessee's assets is appointed with or without the application or consent of Lessee; (iv) a petition is filed by or against Lessee under any bankruptcy, insolvency or similar proceeding; (v) Lessee fails to perform or violates any provision of the Lease, or

any covenant therein or any warranty or representation made by Lessee therein proves to have been false or misleading when made; or (vi) any filing by Lessee of a termination statement for any financing statement filed by Lessor while any obligations are owed by Lessee under a Lease. Lessee shall immediately notify Lessor of the occurrence of any Default.

(b) Upon the occurrence of a Default, Lessor may do one or more of the following as Lessor in its sole discretion shall elect: (i) proceed by appropriate court action to enforce specifically Lessee's performance by Lessee of the Lease or to recover damages for the breach thereof; (ii) cause Lessee, at its expense, promptly to assemble Equipment and return the same to Lessor at such place as Lessor may designate in writing in compliance with all return provisions in this Lease; (iii) by notice in writing to Lessee, cancel or terminate the Lease, without prejudice to any other remedies hereunder; (iv) enter upon the premises of Lessee or other premises where any Equipment may be located and, without notice to Lessee and with or without legal process, take possession of and remove (or disable in place) all or any such Equipment without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of the Lease unless Lessor notifies Lessee in writing to such effect; (v) sell, re-lease or otherwise dispose of any or all of the Equipment at public or private sale; and (vi) exercise any other right or remedy available to Lessor under applicable law. In addition, Lessee shall be liable for all reasonable costs, expenses, and legal fees incurred in enforcing Lessor's rights under the Lease, before or in connection with litigation or arbitration, including all reasonable attorneys' fees incurred at trial, on appeal and in any bankruptcy or arbitration proceeding, and for any deficiency in the disposition of the Equipment. Lessor's recovery hereunder shall in no event exceed the maximum recovery permitted by law.

(c) If a Default occurs, Lessee hereby agrees that ten (10) days' prior notice to Lessee of any public sale or of the time after which a private sale may be negotiated shall be conclusively deemed reasonable notice. None of Lessor's rights or remedies hereunder are intended to be exclusive, but each shall be cumulative and in addition to any other right or remedy referred to hereunder or otherwise available to Lessor at law or in equity, and no express or implied waiver by Lessor of any Default shall constitute a waiver of any other Default or a waiver of any of Lessor's rights.

(d) With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or any other collateral securing Lessee's obligations under any Lease, Lessee acknowledges and agrees that Lessor may dispose of Equipment on an "AS IS, WHERE IS" basis, in compliance with applicable law and with such preparation (if any) as Lessor determines to be commercially reasonable.

18. Notices. All notices and other communications hereunder shall be in writing and shall be sent by overnight courier or certified mail (return receipt requested), US postage prepaid, or hand delivered. Such notices and other communications shall be addressed to the respective party at the address set forth above or at such other address as any party may, from time to time, designate by notice duly given in accordance with this section. Such notices and other communications shall be effective upon the earlier of receipt by the party or three (3) days after mailing if mailed in accordance with the terms of this section.

19. Indemnity. To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from and against any and all liabilities, causes of action, claims, suits, penalties, damages, losses, costs or expenses (including reasonable attorneys' fees, whether or not there is a lawsuit, and including those incurred at trial, on appeal and in any bankruptcy or arbitration proceeding), obligations, liabilities, demands and judgments (collectively, a "Liability") arising out of or in any way related to: (a) Lessee's failure to perform any covenant or Lessee's breach of any representation or warranty under the Lease Documents, (b) the order, manufacture, purchase, ownership, selection, acceptance, rejection, possession, rental, sublease, operation, use, maintenance, loss, damage,

destruction, removal, storage, sale, condition, delivery, return or other disposition of or any other matter relating to any Equipment; (c) any and all Liabilities in any way relating to or arising out of injury to persons, property or the environment relating to any Equipment or the Lease Documents; and (d) any and all Liabilities based on strict liability in tort, negligence, breach of warranties or violations of any regulatory law or requirement.

20. Fees and Expenses. To the extent permitted by law, Lessee shall pay or reimburse Lessor amounts incurred during the Initial Term or then current Renewal Term for: (i) all UCC filing and search fees and expenses incurred by Lessor in connection with the verification, perfection or preservation of Lessor's rights hereunder or in the Equipment; (ii) any and all stamp, transfer and documentation taxes and fees payable or determined to be payable in connection with the execution, delivery and/or recording of the Lease Documents; and (iii) all fees and out-of-pocket expenses (including, but not limited to, reasonable attorneys' and other professional fees and expenses) incurred by Lessor in connection with the preparation, execution, administration, waiver or amendment of the Lease Documents or the collection of any sum payable under any of the Lease Documents not paid when due, and the enforcement of any of the Lease Documents. Lessee shall be responsible for payment on the Funding Date to Lessor a facility fee of 0.1% of the principal component of the Lease and a \$10.00 vehicle titling fee.

21. Financial and Other Data. During the Term, Lessee shall provide Lessor with audited annual financial statements prepared by an independent Certified Public Accountant, when they become available but in no event within 270 days of the close of its fiscal year. Lessee, during the Term hereof, shall also furnish Lessor its annual budget upon approval and such other financial information as Lessor may from time-to-time reasonably request. All such information shall be prepared in accordance with generally accepted accounting principles, applied on a consistent basis, and certified by Lessee to be true and correct.

22. Representations and Warranties of Lessee. Lessee represents and warrants that (a) Lessee is a municipal corporation organized and existing under the constitution and laws of the state where it is located, with the power and authority thereunder to enter into this Lease and assume and perform the obligations stated herein, and Lessee will take all actions necessary to preserve such existence, power, and authority; (b) Lessee has been duly authorized to execute and deliver the Lease Documents by proper action of its governing body and all other proceedings of Lessee relating to the transaction contemplated by this Lease have been performed according to all applicable local, state and federal laws; (c) Lessee covenants that it will use 95% or more of the proceeds of this Lease as soon as practicable for the purposes stated in this Lease - to wit, performance of essential local government functions of Lessee - and that no part of the proceeds shall be invested at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated when this Lease was entered into, would have resulted in classification of this Lease in any amount as an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code") and regulations thereunder; (d) Lessee designates this as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code and Lessee reasonably anticipates to issue qualified tax-exempt obligations during the budget year of the Funding Date in an amount not exceeding \$10,000,000; (e) this Lease is not a private activity bond as defined in Section 141 of the Code; (f) the remaining useful life of the Equipment is less than 120% of the Term of this Lease; (g) Lessee is a state or political subdivision with taxing power under the laws of the state where it is located; (h) the Lease Documents when entered into will constitute legal, valid and binding obligations of Lessee enforceable against Lessee in accordance with their terms; (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148, and all applicable Treasury Department regulations, in order to maintain the excludability of the interest component of Rent payments from federal income taxation; (j) there are no actions or proceedings to which Lessee is a party, and there are no other threatened actions or proceedings of which Lessee has knowledge, before any governmental authority which, either individually or in the aggregate, would adversely affect the financial condition of Lessee or the ability of Lessee to perform its obligations hereunder; and (k) the financial statements of Lessee

(copies of which have been furnished to Lessor) have been prepared in accordance with generally accepted accounting principles, consistently applied, and fairly present Lessee's financial condition as of the date of and for the period covered by such statements, and since the date of such statements there has been no material adverse change in its financial condition or operations. Lessee shall cause to be executed as a requirement of this Lease an opinion of counsel in substantially the form attached hereto as Exhibit E and incorporated by this reference.

23. **Title.** As of the Acceptance Date, Lessee shall have title to the Equipment during the Term of this Lease; however, Lessor shall have the right to immediately assume title to the Equipment and Lessee shall immediately surrender possession of the Equipment to Lessor (i) upon the occurrence of a Default and for so long as such Default is continuing, or (ii) upon termination of this Lease if Lessee does not exercise its option to purchase the Equipment.
24. **Security Interest.** Lessee hereby grants to Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments) and all proceeds of the foregoing to secure the prompt payment and performance as and when due of all indebtedness and obligations of Lessee, now existing or hereafter created, to Lessor pursuant to this Lease. Lessee authorizes Lessor to file financing statements, including any amendments and continuation statements, to protect or perfect Lessor's interest in the Equipment, and Lessor shall have all of the rights and benefits of a secured party under the UCC as in effect from time to time hereafter in the state in which the Equipment is located or any other state with jurisdiction over the Equipment. Lessee hereby ratifies, to the extent permitted by law, all that Lessor shall lawfully and in good faith do or cause to be done by reason of and in compliance with this section. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any UCC financing statements filed by Lessor pursuant to this Lease.
25. **Governing Law.** **THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAWS.**
26. **Quiet Enjoyment.** So long as no Default has occurred and is continuing, Lessee shall peaceably hold and quietly enjoy the Equipment without interruption by Lessor or any person or entity claiming through Lessor.
27. **Evidence of Filing Form 8038-G.** As soon as it is available, Lessee shall provide to Lessor evidence that it has filed the Form 8038-G for this Lease with the Internal Revenue Service by delivering to Lessor proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if Lessee does not provide to Lessor evidence that it filed the Form 8038-G for this Lease with the Internal Revenue Service.
28. **Entire Agreement.** This Lease, together with all other Lease Documents, constitutes the entire understanding or agreement between Lessor and Lessee with respect to the Equipment covered thereby, and there is no understanding or agreement, oral or written, which is not set forth herein or therein. No Lease Document may be amended except by a writing signed by Lessor and Lessee.
29. **Disclaimer of Warranties.** **LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE EQUIPMENT IS LEASED TO LESSEE "AS IS, WHERE IS." LESSEE HAS MADE THE SELECTION OF THE EQUIPMENT FROM THE SUPPLIER BASED ON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR**

REPRESENTATIONS MADE BY LESSOR. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. LESSOR HEREBY ASSIGNS ANY WARRANTY BY THE SUPPLIER TO LESSEE FOR THE TERM OF EACH LEASE WITHOUT RECOURSE.

30. Execution in Counterparts. This Lease and all other Lease Documents may be executed in several counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument; provided, however, that to the extent that this Lease constitutes chattel paper under the UCC, no security interest may be created by the transfer or possession of any counterpart other than the original thereof, which shall be identified as a document or record (as applicable) marked "Original".

31. Miscellaneous. Time is of the essence with respect to this Lease. Any failure of Lessor to require strict performance by Lessee shall not be construed as a consent or waiver of any provision of such Lease. Any provision of this Lease that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof. Captions are intended for convenience or reference only, and shall not be construed to define, limit or describe the scope or intent of any provisions hereof.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first above written.

Lessor:

Lessee:

Financial Pacific Leasing, Inc. DBA Umpqua Bank
Equipment Leasing & Finance

By: _____

By: **X** _____

Print Name: _____

Print Name:

Title: _____

Title:

Attachments

Exhibit A – Equipment Schedule
Exhibit B – Payment Schedule
Exhibit C – Form of Certificate of Acceptance
Exhibit D – Form of Funding Request
Exhibit E – Form of Lessee Counsel Opinion



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: November 08, 2023

Agenda Item: 6.2 Vehicle Lease Agreement with United Fleet Services

Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion: This staff report provides an overview of the proposed resolution authorizing the execution and delivery of a Municipal Lease-Purchase Agreement for the acquisition, financing, and leasing of essential equipment for the public benefit of Vineyard City. It includes elements from the Municipal Lease-Purchase Agreement between United Fleet Services underwritten by Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (the "Lessor") and Vineyard City (the "Lessee"). Additionally, it highlights the benefits of municipal leasing.

Vineyard City is currently undergoing significant growth in population and services to its residents and remains committed to delivering exceptional services to its residents. To adapt to evolving needs, the City intends to replace existing city-owned vehicles based on age, utility, and residual value with leased vehicles better suited for departmental requirements. A portion of the funds from the sales of city-owned vehicles will be used toward the lease program. The initiative encompasses all passenger-type vehicles and an evaluation for potential Heavy Equipment leasing. Additionally, there's consideration to streamline leasing partners and expand the range of available equipment manufacturers.

The Agreement will use the 3-year lease option, Vineyard City stands to gain any profit from the sale of the vehicles (as well as bear any losses) without a mileage and condition clause in the lease. The Lessor employs a known upfront residual value (balance) for the vehicles. Should the vehicle sell for more than the predetermined residual value, the profit accrues to Vineyard City. Conversely, if the sale price is lower, the city is responsible for covering the difference.

Findings and Determinations

The terms of the Municipal Lease-Purchase Agreement are determined to be in the best interests of Vineyard City for acquiring and financing essential equipment for governmental functions.

The benefits of municipal leasing include optimizing budget allocation across multiple vehicles. With low, tax-exempt rates and flexible payment options, it allows for cost-effective financing. There are no processing fees or additional wear-and-use charges, providing a transparent and hassle-free experience. Moreover, lessees can purchase the leased vehicles at the end of the lease term. Additionally, service contracts can be integrated.



Notably, lease payments are not considered debt, typically requiring annual budgetary appropriation, and they can be structured to align with the city's financial planning.

Appointment of Authorized Lessee Representatives

The City Manager and designated representatives are authorized to act on behalf of Vineyard City concerning the Agreement and any escrow agreements. The City Manager authorized to make insertions, omissions, and changes as needed. The City Manager is directed to execute the Agreement and related Exhibits and deliver them to the respective parties

Severability

Vineyard City or the United Fleet Services can terminate this Agreement and would only need to fulfill its obligations and terms on the current leased vehicles.

First-Year Vehicle Lease Option (Proposed) on 3-Year Lease Program

Parks and Rec Department	Administration
<ul style="list-style-type: none">• 5x 2023 Ford F150 Lariat• 1x 2023 GMC Acadia SLE	<ul style="list-style-type: none">• 1x 2023 GMC Acadia SLE
Building Department	Public Works
<ul style="list-style-type: none">• 2x 2023 Ford Explorer ST	<ul style="list-style-type: none">• 2x 2023 Ford F350 Lariat

Funding

Vineyard City has budgeted \$160,000 for two vehicles for Fiscal Year 2023-2024. The projected payment for the proposed leased vehicles is \$86,000 annually, \$258,000 over the three years. Based on projected residual value of each proposed leased vehicle, the projected 3-year net is positive \$47,576.

Fiscal Impact: \$86,000 **FY2023-2024, (Budgeted)**
 \$258,000 for 3 Years

Recommendation: Staff recommends that Vineyard City Council approve and adopt the proposed resolution to enter into a vehicle lease program to enable the continued excellent services of the city's needs.

Sample Motion: I move to adopt resolution 2023-44, authorizing the City Manager to sign a Municipal Lease-Purchase Agreement between Vineyard City and Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance for essential equipment acquisition.

Attachments:

1. Resolution 2023-44
2. Utah Municipal Lease Agreement
3. Vineyard City Pricing Schedule

Requested Equipment & Pricing Options

Requested:

- 2023 GMC Acadia SLE
- 2023 Ford F150 Lariat
- 2023 Ford F350 Lariat
- 2023 Ford Explorer ST

Pricing:

2023 GMC Acadia SLE @ 12K Miles/Year

Option 1 - Current Market Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	6,500.00	0.00	6,500.00	34,560.00	34,825.50	265.50
2	6,500.00	1,859.33	4,640.67	29,919.33	29,795.15	-124.18
3	6,500.00	1,609.66	4,890.34	25,028.99	28,247.35	3,218.36
4	13,532.75	1,346.56	12,186.19	12,842.80	23,990.90	11,148.10
5	13,532.75	690.94	12,841.81	1.00	22,830.05	22,829.05

Option 2 - JD Power Projected Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	9,172.13	0.00	9,172.13	31,887.87	27,086.50	-4,801.37
2	9,172.13	1,715.57	7,456.56	24,431.32	20,895.30	-3,536.02
3	9,172.13	1,314.41	7,857.72	16,573.60	18,573.60	2,000.00
4	8,960.90	891.66	8,069.24	8,504.37	15,091.05	6,586.68
5	8,960.90	457.53	8,503.37	1.00	11,608.50	11,607.50

2023 Ford F150 Lariat @ 12K Miles/Year

Option 1 - Current Market Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	8,000.00	0.00	8,000.00	61,371.00	62,788.00	1,417.00
2	8,000.00	3,301.76	4,698.24	56,672.76	59,220.50	2,547.74
3	8,000.00	3,048.99	4,951.01	51,721.75	57,080.00	5,358.25
4	27,965.59	2,782.63	25,182.96	26,538.79	54,226.00	27,687.21
5	27,965.59	1,427.79	26,537.80	1.00	51,372.00	51,371.00

Option 2 - JD Power Projected Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	12,575.82	0.00	12,575.82	56,795.18	52,085.50	-4,709.68
2	12,575.82	3,055.58	9,520.24	47,274.93	42,096.50	-5,178.43
3	12,575.82	2,543.39	10,032.43	37,242.50	39,242.50	2,000.00
4	20,136.62	2,003.65	18,132.97	19,109.53	34,248.00	15,138.47
5	20,136.62	1,028.09	19,108.53	1.00	27,113.00	27,112.00

2023 Ford F350 Lariat @ 12K Miles/Year

Option 1 - Current Market Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	8,000.00	0.00	8,000.00	75,864.00	83,211.60	7,347.60
2	8,000.00	4,081.48	3,918.52	71,945.48	78,316.80	6,371.32
3	8,000.00	3,870.67	4,129.33	67,816.15	69,925.71	2,109.56
4	36,667.86	3,648.51	33,019.35	34,796.80	74,769.31	39,972.51
5	36,667.86	1,872.07	34,795.79	1.00	72,215.30	72,214.30

Option 2 - JD Power Projected Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	13,563.63	0.00	13,563.63	70,300.37	66,079.80	-4,220.57
2	13,563.63	3,782.16	9,781.47	60,518.91	59,553.40	-965.51
3	13,563.63	3,255.92	10,307.71	50,211.20	52,211.20	2,000.00
4	27,148.83	2,701.36	24,447.47	25,763.74	43,237.40	17,473.66
5	27,148.83	1,386.09	25,762.74	1.00	37,526.80	37,525.80

2023 Ford Explorer ST @ 12K Miles/Year

Option 1 - Current Market Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	8,500.00	0.00	8,500.00	53,604.00	51,260.40	-2,343.60
2	8,500.00	2,883.90	5,616.10	47,987.90	45,957.60	-2,030.30
3	8,500.00	2,581.75	5,918.25	42,069.65	47,136.00	5,066.35
4	22,746.67	2,263.35	20,483.32	21,586.33	36,530.40	14,944.07
5	22,746.67	1,161.34	21,585.33	1.00	33,584.40	33,583.40

Option 2 - JD Power Projected Residual

No.	Payment Due	Interest	Principal	Balance	Projected Residual	Projected Equity
1	12,744.62	0.00	12,744.62	49,359.38	41,244.00	-8,115.38
2	12,744.62	2,655.53	10,089.09	39,270.28	35,941.20	-3,329.08
3	12,744.62	2,112.74	10,631.88	28,638.40	30,638.40	2,000.00
4	15,484.37	1,540.75	13,943.62	14,694.79	25,924.80	11,230.01
5	15,484.37	790.58	14,693.79	1.00	19,443.60	19,442.60

FORM OF AUTHORIZING RESOLUTION 2023-44

A RESOLUTION OF THE GOVERNING BODY OF UTAH, AUTHORIZING THE EXECUTION AND DELIVERY OF AN MUNICIPAL LEASE-PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT WITHIN THE TERMS PROVIDED HEREIN; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Vineyard city (the “*Lessee*”), a city duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of UTAH, is authorized by the laws of the State of UTAH to acquire, finance and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to acquire, finance and lease certain equipment with a cost not to exceed \$ 25,000 constituting personal property necessary for the Lessee to perform essential governmental functions (the “*Equipment*”); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into Municipal Lease-Purchase Agreements (the “*Agreements*”) with Financial Pacific Leasing, Inc. DBA Umpqua Bank Equipment Leasing & Finance (or one of its affiliates), as lessor, (the “*Lessor*”), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreements and the other documentation relating to the acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreements, in the form presented to the governing body of Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing and leasing of the Equipment.

Section 2. Approval of Documents; Designation as Bank Qualified. The form, terms and provisions of the Agreements are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Manager of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the City Manager of the Lessee is hereby authorized and directed to execute, and the City Manager of the Lessee is hereby authorized and directed to attest, the Agreements and any related Exhibits attached thereto and to deliver the Agreements (including such Exhibits) to the respective parties thereto.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreements to carry out, give

effect to and consummate the transactions contemplated thereby (including the execution and delivery of a Final Acceptance Certificate, escrow agreements, disbursement requests and any tax certificate and agreement, as contemplated in the Agreements) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreements, including designation of the Agreements as “qualified tax-exempt obligations” under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, if requirements for such designation can be met.

Section 4. Appointment of Authorized Lessee Representatives. The City Manager of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreements and any escrow agreements until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreements or any escrow agreement.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the governing body of the Lessee this 8th day of November, 2023.

Vineyard City

as lessee

[SEAL]

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed: Name: _____

Title: _____



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: November 8th, 2023

Agenda Item: 6.3 Acceptance for Penny Springs Park Parcel

Department: City Manager

Presenter: Ezra Nair

Background/Discussion:

When Flagship built Penny Springs Park and while attempting to transfer over the park to the city, we ran into some issues because there were still taxes owed on the property. Since the property has always been planned as dedicated open space, never commercially or residentially developed, and been continuously operated as a city park, those taxes were charged in error. Both Flagship and the Waters Edge HOA each have ownership of 50% of Penny Springs Park currently and they each have been inadvertently paying or owing taxes on their respective parcels.

The Waters Edge HOA has finally been able to work out an abatement and refund of taxes paid on their parcel, so they are ready to deed it over to the city. Flagship is attempting to follow suit shortly after this.

Now that this administrative issue has been taken care of, we can accept the HOA's parcel. Once we're able to accept Flagship's parcel after they've taken care of their issues, we'll be able to move forward with recording this park as one contiguous parcel owned by the city.

The deed includes both parcels because the HOA may be listed as a part-owner on Flagship's parcel. Waters Edge HOA just wants to make sure they're covering all their bases. Flagship will still need to provide us a quitclaim deed separately.

Fiscal Impact:

None – the city already operates and maintains this as a public park.

Recommendation:

Recommendation:

Staff recommends the council accept the quitclaim deed transferring ownership of half of Penny Springs Park to the city.

Sample Motion:

I move that the approves and adopts Resolution (---) accepting ownership interests for parcels 40:455:0045 & :0046 or Penny Springs Park.

QUITCLAIM DEED

Waters Edge Homeowners Association ("Grantor"), hereby conveys to: Vineyard City ("Grantee"), for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tracts of land in Utah County, State of Utah:

All of Grantor's share of Part Lot 1, Geneva Park West Sub; area 3.909 Acres as recorded in the office of the Recorder of Utah County, Utah.
Parcel Serial 40:455:0046

and

All of Grantor's share of Part Lot 2, Geneva Park West Sub; area 3.384 Acres as recorded in the office of the Recorder of Utah County, Utah.
Parcel Serial 40:455:0045

WITNESS the hand of said Grantor this ____ day of _____, 2023.

Waters Edge Homeowners Association, Grantor

STATE OF UTAH)
) ss
COUNTY OF _____)

On the ____ day of _____, 2023, personally appeared before me Waters Edge Homeowners Association, the signers of the above document, who duly acknowledged to me that they executed the same.

Notary Public

My commission expires: _____



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: November 8, 2023

Agenda Item: 6.4 Interlocal Agreements with Central Utah Water Conservancy District

Department: Public Works Department

Presenter: Naseem Ghandour, P.E.

Background/Discussion: These agreements aim to establish a cooperative arrangement between the Central Utah Water Conservancy District (CUWCD) and the City for several key objectives.

Central Utah Water Conservancy District (CUWCD) and Vineyard City have identified the need for several interlocal agreements to address various water management and infrastructure development aspects within Vineyard City's jurisdiction. These agreements will facilitate collaboration and resource-sharing for mutual benefit.

Agreement 1: 1600 North Turnout Agreement.

Outlines a partnership between the city and the Central Utah Water Conservancy District (CUWCD) to construct essential water facilities. CUWCD will handle design, engineering, and construction, with the city responsible for reimbursing all related costs. Reimbursement includes several phases, with the City's financial obligation ending upon full repayment of the "Project Funds." The agreement establishes remedies if the City fails to pay promptly, potentially resulting in a temporary water shut-off. Once the facilities are completed, CUWCD will hold the title up to a specified point. The document addresses legal issues, offers provisions for changes or termination, and clarifies the absence of a broader business relationship. Governed by Utah law, it allows for attorney's fee recovery in case of default. In essence, it defines a comprehensive partnership for constructing vital water infrastructure. This provides Vineyard City with a strategic water access point for infrastructure and maintenance. The agreement specifies access conditions, maintenance responsibilities, and costs.

Agreement 2: License for Pipelines Agreement.

Allows Central Utah Water Conservancy District (CUWCD) to build, maintain, and operate pipelines for culinary water in the City's right-of-way. It covers construction specifics, traffic management, pavement restoration, and pipeline maintenance. The city can cross the pipelines for road or utility expansions. The District indemnifies the City for damage, and both parties need consent for any assignment. If the City relocates the pipelines due to non-reimbursable construction, costs are shared equally.

Fiscal Impact:

1. 1600 North Turnout Agreement: \$4,175,000 in FY23-24 and FY24-25 budgets.
2. License for Pipelines Agreement, No Fiscal Impact.



Recommendation: Staff recommends that the Vineyard City Council approve entering into the four agreements with Central Utah Water Conservancy District.

Sample Motion:

I move to adopt resolution 2023-46 allowing Vineyard City to enter into the agreements as presented by Vineyard City Staff with Central Utah Water Conservancy District.

Attachments:

1. Resolution 2023-46
2. 1600 North Turnout Agreement
3. License for Pipelines Agreement

**CWP 1600 NORTH TURNOUT VAULT
FUNDING AGREEMENT
BY AND BETWEEN
CENTRAL UTAH WATER CONSERVANCY DISTRICT
AND
VINEYARD CITY**

This agreement (“Agreement”) is made this _____ day of _____, 2023, by and between the Central Utah Water Conservancy District, political subdivision of the State of Utah, organized under the laws of the State of Utah (“CUWCD”) with its principal offices located at 1426 E. 750 N., Suite 400, Orem, UT 84097, and the City of Vineyard, a municipal corporation and political subdivision of the State of Utah, organized and existing under the laws of the State of Utah, with its principal offices located at 125 S. Main Street, Vineyard, UT 84058 (“City”). CUWCD and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City has entered into certain water supply agreements with CUWCD designated respectively as the CWP FY 2011A, CWP FY 2014 and CWP FY 2017A Water Supply Agreements (“CWP Water Supply Agreements”), pursuant to which CUWCD agreed to sell and the City agreed to purchase annually, on a take or pay basis, a combined total of 1,036 acre feet of municipal and industrial water (“CWP Water Supply”).

WHEREAS, the CWP Water Supply, will be delivered by CUWCD to the City through CUWCD’s Central Water Project (“CWP”), in accordance with the respective take-down and payment schedules, and other terms and conditions set forth in the CWP Water Supply Agreements.

WEHREAS, in addition, up to 3,500 acre feet of CWP water is reserved and made available

by additional future CWP water supply agreements to the City by CUWCD pursuant to the terms of the 2021 Water Supply Agreement between Orem MWD, Orem City and CUWCD.

WHEREAS, CUWCD is presently operating and maintaining the CWP and related facilities;

WHEREAS, CUWCD expects to become Vineyard's primary source of finished drinking water;

WHEREAS, the City is currently constructing a finished drinking water reservoir located on City property located at 282 W 1600 N in Vineyard and requires a year-round source of water of up to 10,400 gallon per minute from the CWP for that reservoir;

WHEREAS, the City has requested a new larger turnout to replace their existing turnout in the Rocky Mountain Power Vault ("RMP Vault") located at approximately 45 W 1600 North in Vineyard.

WHEREAS, to accommodate the City's new reservoir a new vault must be constructed with a 24" waterline and a 12" waterline to accommodate the requested upsizing of the existing turnout in the RMP Vault.

WHEREAS, the City has a current turnout at the Vineyard Flow Control Vault, a CWP facility located at approximately 800 North Geneva Road adjacent to CWP Well #11, and desires that this turnout also be upsized to meet future demands on its drinking water supply system;

WHEREAS, CUWCD is willing to (i) fully design and construct the Project Facilities (defined below), and (ii) be responsible for the operation, maintenance, and replacement ("OM&R") of the Project Facilities as part of the adopted CWP annual fees.

WHEREAS, the City is willing to provide all necessary funding for the engineering, design, construction, and inspection, for the Project Facilities which are being constructed solely

for the benefit the City.

NOW, THEREFORE, IN CONSIDERATION of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions.

a) The “Project Facilities” shall include all of the following:

i. The “1600 North Turnout Vault” shall mean the vault to be constructed on CUWCD property located 45 W 1600 North in Vineyard solely for the benefit of the City.

ii. The “Vineyard Flow Control Vault Improvements” shall mean those improvements within and adjacent to CUWCD’s Vineyard Flow Control Vault, that are required to accommodate the City’s request to increase the size of the City’s turnout at this location.

iii. “Appurtenant Facilities” shall include, but not be limited to, all pipelines, valves, thrust blocks, manholes, control devices, meters, gates, vents, blow off devices, conduits, pull boxes, wiring, cabling, electrical service, access roads, parking areas, landscaping, or other infrastructure and facilities related to the Project Facilities shown on the final design and engineering plans.

b) “Contractor” shall mean the construction firm who has entered into an agreement with CUWCD to construct the Project Facilities.

2. Funding of Project Facilities: CUWCD will oversee all design, engineering, inspections, construction, and other activities related to the Project Facilities. The City shall reimburse CUWCD for all costs incurred for the design, engineering, inspection, management,

construction, and any other activities related to the Project Facilities in accordance with the following:

a. Design and engineering of Project Facilities shall include all drawings, specifications, reports, etc., associated with and related to the Project Facilities.

b. Following the completion of design and engineering of the Project Facilities, CUWCD solicited, pursuant to its procurement code, bids for the construction of the Project Facilities. The City was provided with a detailed cost breakdown of the lowest responsive, responsible bid (“Bid”) for its review and concurrence prior to award.

i. The Bid was approved by CUWCD’s Board of Trustees, and subsequently a Notice of Award, and Notice to Proceed was issued to the successful bidder, and CUWCD entered into a construction contract with the Contractor. CUWCD shall manage and oversee the construction of the Project Facilities consistent with this Agreement.

ii. In addition to the City’s other obligations in this Agreement, the City understands and agrees that payment of the full cost of the design and construction of the Project Facilities (the “Project Funds”) shall be its sole obligation and that CUWCD shall not have any obligation or responsibility to collect, acquire, or otherwise contribute any Project Funds; provided that CUWCD may, upon agreement with the City, contribute funds for such costs that are not directly incurred for the sole benefit of the City. No charges for CUWCD staff time will be included in the Project Funds.

iii. CUWCD shall consult with the City prior to approving any change orders. The City shall give its advice and consent to any change orders, provided that such consent shall not be unreasonably withheld. The City agrees that payment of any and all associated change orders to construct the Project Facilities shall be its sole obligation.

c. Should CUWCD determine to otherwise improve a portion of the existing Vineyard Flow Control Vault for its own benefit (“CUWCD Improvements”), CUWCD will be fully responsible for the costs of the design, engineering, construction, inspection, and all related costs for the CUWCD Improvements.

d. The City’s financial obligation to CUWCD related to the Project Facilities shall terminate upon full reimbursement to CUWCD of the Project Funds. CUWCD will collect the necessary funds for operation, maintenance and replacement of the Project Facilities through its existing rate structure and contracts.

3. Reimbursement of Project Funds: CUWCD shall prepare and submit two Invoices for Reimbursement (“Invoices”) to the City on November 30, 2023, and July 1, 2024. The City shall remit payment of the Invoices to CUWCD within 45 days of the date of receipt of the Invoices. Final Reimbursement for the Project Funds shall be made in full no later than August 15, 2024. If the City fails to submit payment within 45 days of receipt of the Invoices, CUWCD may exercise any of the remedies in Section 4 of this Agreement.

4. Remedies for Nonpayment: Should the City fail to reimburse CUWCD within 45 days of receipt of the Invoices, CUWCD will send notice of default and demand for immediate payment and provide notice to the City of CUWCD action to shut off water deliveries to the City if it fails to reimburse CUWCD within 45 days of receipt of the notice of default. Should the City fail to remit payment within 45 days of receipt of the notice of default, CUWCD may, at its option, shut off water deliveries to the City. Any exceptions will be on a case-by-case basis and will require written approval from CUWCD. Upon satisfaction of payment, CUWCD will acknowledge receipt of the reimbursement and, if applicable, resume water deliveries to the City.

5. Title to Facilities and Real Property: Upon completion of the Project Facilities, CUWCD shall hold title to the Project Facilities up to the point shown in Exhibit 1 attached hereto and incorporated herein by this reference.

6. Indemnification: CUWCD and City are both subject to the provisions of the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, *et. seq.*, as amended) (“Act”). Consistent with the terms of the Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits, or which are committed by its agents, officials, or employees; provided that any amount of damages awarded and payable under this Section are limited to the amounts set forth in the Act. It is also agreed that neither Party waives any procedural or substantive defense or benefit provided by the Act.

7. Amendment and Termination: This Agreement may be amended or terminated only with the written mutual consent of all of the Parties to this Agreement, unless terminated by CUWCD pursuant to this Agreement.

8. Assignment Limited - Successors and Assigns Obligated: The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any right or interest therein shall be valid until approved in writing by the Parties.

9. Notices: Notices to the Parties shall be sent to the following addresses:

To CUWCD:

General Manager

1426 East 750 North

Suite 400

Orem, UT 84097

To the City:

City Manager

125 S Main Street

Vineyard, Utah 84059

10. Entire Agreement. This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter contained herein and therein and supersede all prior agreements between the Parties.

11. Business Relationship: This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

12. Severability: If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable or unenforceable term or provision shall not affect the validity or enforceability of any other term or provision of this Agreement.

13. Utah Law. This Agreement shall be interpreted pursuant to the laws of the State of Utah.

14. Attorney's Fees. In the event that any Party should default in the performance of its respective obligations under this Agreement, the non-defaulting Party shall be entitled to recover their costs and reasonable attorney's fees incurred in enforcing the Agreement, whether that enforcement is pursued through litigation or alternative dispute resolution.

[signatures below]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first herein above written.

**CENTRAL UTAH WATER
CONSERVANCY DISTRICT**

CITY OF VINEYARD

Date: _____

By:

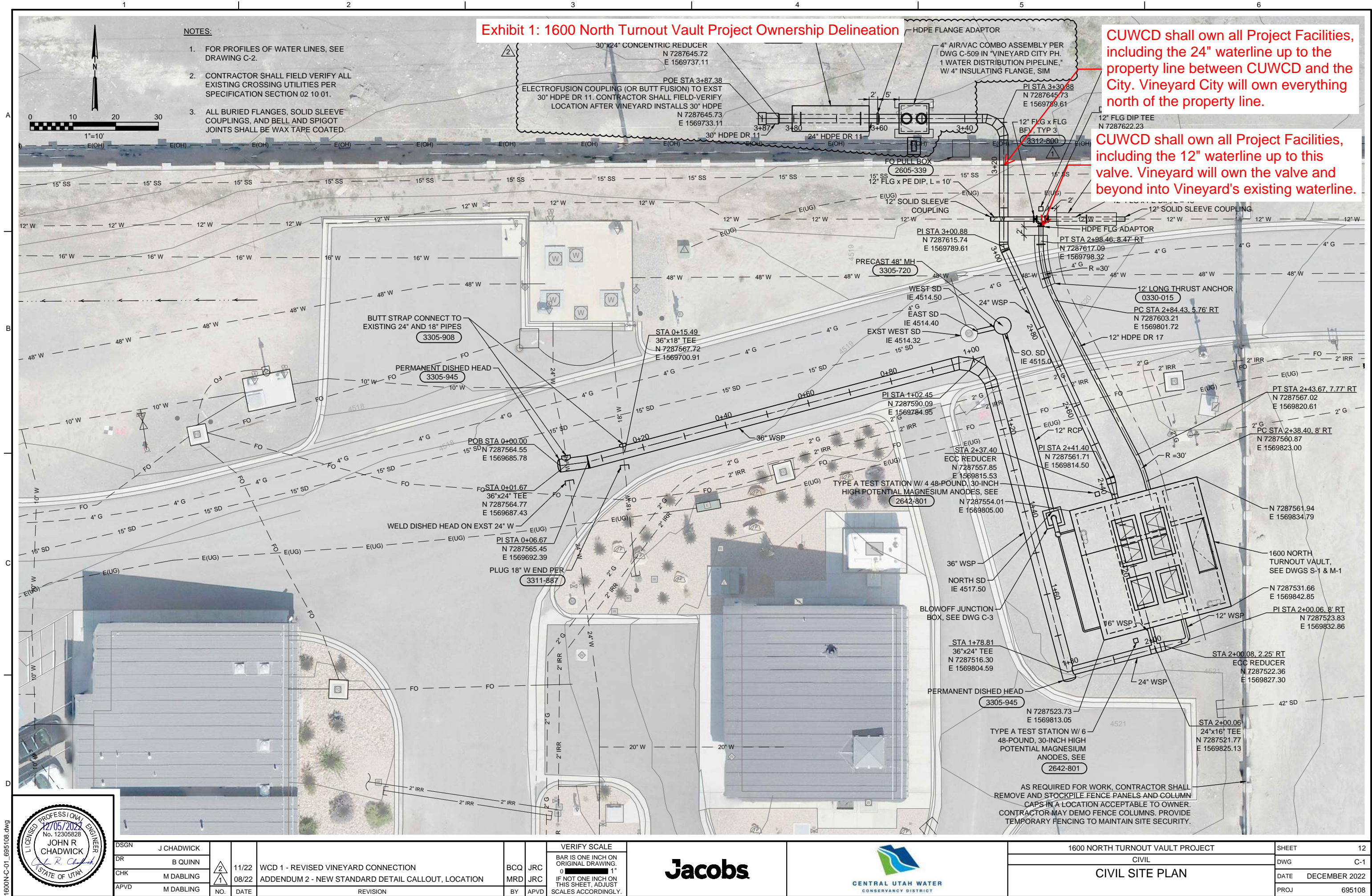
Its:

Date: _____

By:

Its:

Attest: _____



LICENSE AGREEMENT FOR PIPELINES

This LICENSE Agreement ("Agreement"), made and entered into this _____ day of _____, by and between the City of _____, a municipal corporation and political subdivision of the State of Utah, organized and existing under the laws of the State of Utah, with its principal offices located at _____ ("City"), and the Central Utah Water Conservancy District, a political subdivision of the State of Utah with its principal offices located at 1426 East 750 North, Ste. 400, Orem, Utah 84097 ("District"). City and District are each referred to as "Party," and collectively referred to as "Parties."

W I T N E S S E T H:

WHEREAS, the District is desirous of obtaining from the City a license to construct, and thereafter maintain and operate pipelines within the right-of-way limits of City roads, streets and trails within the District and immediately adjacent thereto for the purpose of culinary water transmission and distribution, and,

WHEREAS, the City is willing to grant said license to District under the terms and conditions hereinafter set forth,

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

1. Location of Pipelines.

Address:

Length of Cut (Feet):

Owner: Central Utah Water Conservancy District
1426 East 750 North, Ste. 400
Orem, Utah, 84097

The pipelines to be installed, the diameter of which shall not exceed _____ inches, shall consist of _____ pipe, satisfactory to the City in all respects.

The location of the pipelines within the roads, streets and trails, on one or both sides shall be as near the right-of-way lines as practicable in accordance with the plans, specifications and maps prepared by _____ and on file in the offices of the Parties hereto.

The foregoing description of pipeline location is subject to such changes or variations therefrom as may be reasonably be required or approved by the City Public Works Department at the time of construction. Following completion of construction the foregoing numbered detail sheets will be furnished showing distance from right-of-way line to pipeline center lines on all roads, streets and trails where said pipelines are installed.

2. Approval of Construction. The excavation of trench for said pipelines shall not be commenced by the District until and after notice has been given by the District and approval received by the City Public Works Department ("Department"). Construction shall be carried forward to completion in the manner required by said Department.
3. Protection of Traffic during Construction. To the extent possible, the District shall conduct its construction operation so as to provide a reasonably minimal interference with or interruption of vehicular traffic. The District shall conform to such reasonable instruction of said Department as may be given with respect to handling of traffic, and shall at all reasonable times maintain such watchmen, barricades, lights or other measures for the protection of traffic as may be required to warn and reasonably safeguard the public against injury or damage during the operations of the District in installing said pipelines.
4. Compaction of Backfill. The backfilling of any trench within the paved portion of the roadway, the shoulders thereof, or the portion under or intersecting street, roadway or trail shall be thoroughly compacted. The method of compaction shall be subject to

review by the City. The District shall be liable for any damage which may result to the pavement directly related to the failure to properly compact the backfill.

5. Restoration of Existing Pavement. The District shall replace, at its expense, any pavement removed or damaged with the same type and depth of pavement as that which is adjoining, including the gravel base material. This pavement restoration shall be subject to the inspection and reasonable approval of the City Public Works Department. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement shall be placed until such time as weather conditions are favorable, at which time the temporary pavement shall be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders, or gravel surfaced approach roads or trails become fouled with clay or other unsuitable materials, such entire surfacing shall be removed and replaced with a new gravel surfacing material. No cleated or metal crawler type equipment shall be permitted to operate on any City hard surfaced street. The repairs to pavement or surface shall include pavements which have been damaged with construction equipment.
6. Disposal of Surplus Material in Cleaning Up Roadway. Upon completion of the work, all surplus material shall be removed from within the limits of the roadway. The disturbed surface shall be carefully graded to the lines and grades established. Any roadway facilities such as signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to their original condition.
7. Maintenance of Pipelines by District. The said pipelines and their attached appurtenances shall at all times be maintained, repaired, reviewed and operated by and at the expense of the District in such a manner as shall most suitably protect the roadway and the traffic thereon, and shall be subject to the reasonable approval of the City. In the event of a pipeline emergency, the District shall notify the City and

proceed with whatever repairs are necessary while keeping the City informed of the scope and progress of the repair. Upon completion of said emergency repairs, surface restoration shall meet with the City's reasonable approval. It is further agreed and understood that District shall at all times maintain, repair, and replace all fire hydrants installed as appurtenances to the pipelines contemplated by this Agreement and shall do so in a reasonable workmanlike manner so as to most suitably provide fire protection. District's costs for repairs and replacement of said fire hydrants will be paid by the City or its successors or assigns. The City reserves the right, without relieving the District of its obligation hereunder, to reasonably reconstruct or to make such repairs to said pipelines as it may consider necessary in the event the District shall fail so to do, upon reasonable notification by the City, and the District hereby agrees to reimburse the City for the reasonable cost of such reconstruction or repairs.

8. Crossing of Pipeline in Expansion of Roadway System. It is expressly understood and agreed by the Parties hereto and as part of the consideration for this Agreement that the City shall have the right to cross said pipelines at any point necessary in the future construction and expansion of the City roadway or trail system, provided that the City shall use due care and diligence in the protection of said pipelines, and shall reasonably consult with District prior to making such crossings. Such crossings shall maintain a minimum _____-foot clearance of the pipelines.
9. Crossing of the Pipeline in Expansion of City Utilities. It is expressly understood and agreed by the Parties hereto and as part of the consideration for this Agreement that the City shall have the right to cross said pipelines at any point necessary in the future construction and expansion of the City Utility network, provided that the City shall reasonably consult with District prior to making such crossings, that the District

is notified at least 72-hours prior to any potholing of the District's pipelines, and that a 1-foot minimum vertical clearance is maintained above and below the pipelines. Any crossing having less than 18-inches of clearance shall require that a concrete saddle be installed between the utility and the pipeline to provide the necessary support for the utility or the pipeline. It is also understood that the District shall be allowed to inspect the construction of said crossings and that in the event that the pipeline sustains damage in the course of the crossing construction, the cost of the repair shall be borne by the responsible party. New City utilities paralleling the pipelines shall maintain a minimum ____-foot horizontal clearance.

10. Liability. Except for City's intentional wrongdoing or willful negligence, any supervision or control exercised by the City, or on its behalf, shall in no way relieve the District of any duty or responsibility to the general public, nor relieve said District from any liability for loss, damage, or injury to persons or property sustained by reason of the installation, maintenance, repair or removal of the pipelines and their appurtenances, nor of said District's liability for damage to the roadway, and the District shall protect and indemnify and save harmless the City from any and all damages, claims or injuries that may occur by reason of the construction, maintenance, repair or removal of said pipelines by the District provided, however, that this Agreement shall not constitute an admission of any liability as to any third party or give to any third party any greater or further right of cause of action, it being understood and agreed that neither the City nor the District recognize any liability for any acts of negligence whether of omission or commission, or any of its agents, servants or employees. District and City are governmental entities and nothing contained in this Agreement shall constitute a waiver of the protections, immunities,

and liability limits of the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, et. seq.

11. Agreement Not to Be Assigned. Neither Party shall assign this Agreement or any interest therein without the written consent of the other Party.
12. Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto, their successors and assigns.
13. Subject To. This Agreement is subject to the right of the City at all times as the City deems reasonably necessary to construct roads, public buildings, sidewalks, parks or to carry out any other City purpose over the area covered by this Agreement. In the event that City determines that the public interest and necessity require the construction of any street or sidewalk or reconstruction, realignment or alteration of grade or width of any street, roadway or trail under City jurisdiction so as to necessitate in the reasonable expertise of the District's engineers, the relocation of the District's pipeline facilities located within such street, roadway or trail and the City is not entitled to reimbursement for the costs of relocation from Federal Aid Highway funds or from any other federal or state programs (general highway funding programs such as Class B road funds are not considered "reimbursement"), the pipeline facility relocation costs shall be allocated between the District and City equally. For purposes of this Agreement, the following definitions shall apply:
 - a. The phrase "relocation costs" shall include the entire amount paid by the District for relocation of a pipeline within a City street, roadway or trail properly attributable to such relocation after deducting therefrom any betterment to the pipeline facility and any salvage value from the old pipeline facility. When relocation work is performed by the District through independent contractors and/or consultants, relocation costs shall include

only those out-of-pocket contract payments made by the District to such contractors and/or consultants, and shall not include any in-house costs.

When the relocation work is performed by employees of the District, the relocation costs shall include the actual costs of the design and construction of the project including labor, materials, equipment, and engineering services.

- b. The term "pipeline facility" shall include waterlines, vaults, meters, valves, mainline meter stations, pressure reducing stations and other equipment relating to the transmission of water by the District.
- c. The term "betterment" shall include any upgrading of a pipeline facility being relocated that is not attributable to the roadway construction and is made solely for the benefit of and at the election of the District. Betterment credit shall include accrued depreciation for valves, meters and fittings being replaced. Such accrued depreciation is that amount based on the ratio between the period of actual length of service and the total life expectancy applied to the original cost. Betterment credit for accrued depreciation shall not be required for water lines and permanent stations and structures of the District being replaced.

IN WITNESS WHEREOF, the City and the District have caused this Agreement to be signed by their proper officials thereunto duly authorized as of the day and year first above written.

ATTEST:

City Recorder

“City”:

City of _____

By: _____

Its: _____

“District”:

Central Utah Water Conservancy District

By: _____
Gene Shawcroft

Its: General Manager

RESOLUTION NO. 2023-46

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN INTERLOCAL AGREEMENTS WITH THE CENTRAL UTAH WATER CONSERVANCY DISTRICT.

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

WHEREAS, Vineyard City (the “City”) and the Central Utah Water Conservancy District (“CUWCD”) desire to establish a cooperative arrangement between the CUWCD and the City for the benefit of its residents; and

WHEREAS, the City and CUWCD have identified the need for several interlocal agreements to address various water management and infrastructure development aspects within the City’s jurisdiction and to facilitate collaboration and resource-sharing for mutual benefit; and

WHEREAS, Vineyard, Utah having determined that it is in the public interest and welfare of its residents has negotiated various agreements as outlined below with CUWCD for various infrastructure updates and water management and desires to enter into said Agreements for the benefit of its residents;

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

Section 1. Approval. That certain CWP 1600 North Turnout Vault Funding Agreement by and between Central Utah Water Conservancy District and Vineyard City, attached hereto as Exhibit B and incorporated herein by reference, is hereby approved by the City Council of Vineyard City. The City Manager of the City is hereby authorized to execute the Agreement for and in behalf of the City.

Section 2. Approval. That certain License Agreement for Pipelines between the City and the Central Utah Water Conservancy District, attached hereto as Exhibit D and incorporated herein by reference, is hereby approved by the City Council of Vineyard City. The City Manager of the City is hereby authorized to execute the Agreement for and on behalf of the City.

Section 3. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its approval by the City Council.

Passed and dated this 8th day of November 2023.

Mayor

Attest:

Deputy Recorder

DRAFT



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: November 8, 2023

Agenda Item: Acceptance of Tucker Row Park Parcel

Department: Community Development

Presenter: Morgan Brim

Background/Discussion:

The city has worked with the Tucker Row Homeowner's Association to transfer ownership of the open space area, commonly referred to as Tucker Row Park, north of the Tucker Row Townhomes development to the Vineyard Connector Overpass. This parcel was used primarily for green space by the HOA. The City's desire is to construct a trail side park that will provide open space amenities to trail users. The property is approximately 0.91 acres in size and will include the trail located on the south side of the open space to the toe of the embankment of the Center Street overpass.

Fiscal Impact:

The cost of transferring ownership to Vineyard City is \$10.00. The costs of future improvements will depend on the level of amenities the city approves in the future park plan.

Recommendation:

Staff recommends the council accept the warranty deed transferring ownership of the open space commonly referred to as "Tucker Row Park" to the city.

Sample Motion:

I move to adopt Resolution 2023-47, accepting ownership of the area commonly referred to as Tucker Row Park.

Attachments:

- Resolution 2023-47
- Warranty Deed

RESOLUTION 2023-47

A RESOLUTION OF THE VINEYARD CITY COUNCIL ACCEPTING THE TRANSFER OF PROPERTY FROM TUCKER ROW HOMEOWNERS ASSOCIATION

WHEREAS, Vineyard City desires to develop a public community park within an area of the City known as Tucker Row; and

WHEREAS, Tucker Row Homeowners Association owns property within Tucker Row; and

WHEREAS, Vineyard City desires to acquire a portion of Tucker Row Homeowners Association property currently used as a common area (the "Property"); and

WHEREAS, in consideration for the Property, Vineyard City agrees to install improvements on a different portion of Tucker Row Homeowners Association property; and

WHEREAS, Tucker Row Homeowners Association agrees to transfer the Property to Vineyard City by Warranty Deed;

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

Section 1. Acceptance. That certain property transfer as indicated in the Warranty Deed issued by Tucker Row Homeowners Association, attached hereto as Exhibit A and incorporated herein by reference, is hereby accepted by the City Council of Vineyard City.

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

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

Passed and dated this ____ day of ____, 2023.

Mayor

Attest:

Recorder

EXHIBIT A

DRAFT

Vineyard City
Attn: City Recorder
Vineyard City
125 South Main Street
Vineyard, Utah 84059

The undersigned, Tucker Row Homeowner's Association, as Grantor, hereby grants, conveys and warrants to **VINEYARD CITY**, a Utah municipal corporation, as Grantee, for good and valuable consideration of ten dollars (\$10.00), the sufficiency of which is hereby acknowledged, parcel(s) of land located within Vineyard City, Utah County, State of Utah, as more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

GRANTOR:

Property Manager
Tucker Row Homeowner's Association

STATE OF UTAH)
COUNTY OF UTAH)
:ss.

On the ____ day of November, 2023, personally appeared before me _____, who being by me duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires:

Residing at:

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE N.89°25'01"E. A DISTANCE OF 996.10 FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION 8; THENCE NORTH A DISTANCE OF 2107.27 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.01°12'12"W. A DISTANCE OF 24.56 FEET; THENCE N.74°24'40"E. A DISTANCE OF 12.72 FEET; THENCE N.54°11'44"E. A DISTANCE OF 301.08 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE S.30°17'44"E. A DISTANCE OF 228.31 FEET ALONG SAID RIGHT OF WAY; THENCE S.88°55'24"W. A DISTANCE OF 371.16 FEET TO THE REAL POINT OF BEGINNING .

CONTAINING 39,512 SQ.FT. OR 0.91 AC.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NAD 83



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: November 8, 2023

Agenda Item: Acceptance of Tucker Row Park Parcel

Department: Community Development

Presenter: Morgan Brim

Background/Discussion:

The city has worked with the Tucker Row Homeowner's Association to transfer ownership of the open space area, commonly referred to as Tucker Row Park, north of the Tucker Row Townhomes development to the Vineyard Connector Overpass. This parcel was used primarily for green space by the HOA. The City's desire is to construct a trail side park that will provide open space amenities to trail users. The property is approximately 0.91 acres in size and will include the trail located on the south side of the open space to the toe of the embankment of the Center Street overpass.

Fiscal Impact:

The cost of transferring ownership to Vineyard City is \$10.00. The costs of future improvements will depend on the level of amenities the city approves in the future park plan.

Recommendation:

Staff recommends the council accept the warranty deed transferring ownership of the open space commonly referred to as "Tucker Row Park" to the city.

Sample Motion:

I move to adopt Resolution 2023-47, accepting ownership of the area commonly referred to as Tucker Row Park.

Attachments:

- Resolution 2023-47
- Warranty Deed

RESOLUTION 2023-47

A RESOLUTION OF THE VINEYARD CITY COUNCIL ACCEPTING THE TRANSFER OF PROPERTY FROM TUCKER ROW HOMEOWNERS ASSOCIATION

WHEREAS, Vineyard City desires to develop a public community park within an area of the City known as Tucker Row; and

WHEREAS, Tucker Row Homeowners Association owns property within Tucker Row; and

WHEREAS, Vineyard City desires to acquire a portion of Tucker Row Homeowners Association property currently used as a common area (the "Property"); and

WHEREAS, in consideration for the Property, Vineyard City agrees to install improvements on a different portion of Tucker Row Homeowners Association property; and

WHEREAS, Tucker Row Homeowners Association agrees to transfer the Property to Vineyard City by Warranty Deed;

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

Section 1. Acceptance. That certain property transfer as indicated in the Warranty Deed issued by Tucker Row Homeowners Association, attached hereto as Exhibit A and incorporated herein by reference, is hereby accepted by the City Council of Vineyard City.

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

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

Passed and dated this ____ day of ____, 2023.

Mayor

Attest:

Recorder

EXHIBIT A

DRAFT

Vineyard City
Attn: City Recorder
Vineyard City
125 South Main Street
Vineyard, Utah 84059

The undersigned, Tucker Row Homeowner's Association, as Grantor, hereby grants, conveys and warrants to **VINEYARD CITY**, a Utah municipal corporation, as Grantee, for good and valuable consideration of ten dollars (\$10.00), the sufficiency of which is hereby acknowledged, parcel(s) of land located within Vineyard City, Utah County, State of Utah, as more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

GRANTOR:

Property Manager
Tucker Row Homeowner's Association

STATE OF UTAH)
)
) ss.
COUNTY OF UTAH)

On the ____ day of November, 2023, personally appeared before me _____, who being by me duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires:

Residing at:

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, VINEYARD, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE N.89°25'01"E. A DISTANCE OF 996.10 FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION 8; THENCE NORTH A DISTANCE OF 2107.27 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.01°12'12"W. A DISTANCE OF 24.56 FEET; THENCE N.74°24'40"E. A DISTANCE OF 12.72 FEET; THENCE N.54°11'44"E. A DISTANCE OF 301.08 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE S.30°17'44"E. A DISTANCE OF 228.31 FEET ALONG SAID RIGHT OF WAY; THENCE S.88°55'24"W. A DISTANCE OF 371.16 FEET TO THE REAL POINT OF BEGINNING .

CONTAINING 39,512 SQ.FT. OR 0.91 AC.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NAD 83



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: November 8, 2023

Agenda Item: 9.1 Vineyard City Fiscal Year 2023 – 2024 Budget Amendment #1

Department: Finance

Presenter: David Mortensen, Finance Director

Background/Discussion:

Utah Code Section 10-6-128 allows for the amendment of the City's budget up until the last day of the fiscal year for which the budget applies. City Staff recommends the amendment of the Vineyard City Fiscal Year 2023 – 2024 Budget for various items as outlined in the attached detail worksheet.

Fiscal Impact:

General Fund: \$146,676 (covered by sales tax above original budget and existing fund balance)

Impact Fee Fund: \$75,000

Capital Projects Fund: \$320,000

Water Fund: \$18,793

Sewer Fund: -\$6,286 (overall reduction of expenses)

Storm Water Fund: -\$41,281 (overall reduction of expenses)

Transportation Fund: \$7,735

Internal Services Fund: \$115,617

Recommendation:

Staff recommends approval of the proposed amendments.

Sample Motion:

I move to adopt resolution 2023-41 approving the Vineyard City Fiscal Year 2023 – 2024 Budget Amendment #1 as presented by staff.

Attachments:

Resolution 2023-41

Vineyard City Fiscal Year 2023 – 2024 Budget Amendment #1 detail

Vineyard City

Fiscal Year 2023 - 2024 Budget Amendment #1

General Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
10.1801.3004	Sales Tax	\$ 3,205,000	\$ 3,285,246	\$ 80,246	Sales Tax Adjustment
	Beginning Fund Balance Appropriation	1,021,387	1,087,818	66,431	Fund Balance Appropriation Adjustment
		Total Revenue Adjustment		\$ 146,677	
10.0201.4105	City Manager - Membership Dues & Subscriptions	\$ 12,400	\$ 14,200	\$ 1,800	National League of Cities Membership
10.0401.4001	Finance - Full-Time Wages	111,697	138,906	27,209	Reallocation of Personnel Costs
10.0401.4008	Finance - Compensation Adjustments	2,066	2,398	332	Reallocation of Personnel Costs
10.0401.4051	Finance - Retirement & Taxes	32,925	39,621	6,696	Reallocation of Personnel Costs
10.0401.4053	Finance - Insurance	18,170	24,832	6,662	Reallocation of Personnel Costs
10.0601.4355	Communications - Miscellaneous	600	74,600	74,000	Qualtrics Analytics Subscription
10.0801.4001	Building - Full-Time Wages	360,130	388,346	28,216	Reallocation of Personnel Costs
10.0801.4008	Building - Compensation Adjustments	4,481	4,822	341	Reallocation of Personnel Costs
10.0401.4051	Building - Retirement & Taxes	88,009	94,736	6,727	Reallocation of Personnel Costs
10.0801.4053	Building - Insurance	70,103	74,903	4,800	Reallocation of Personnel Costs
10.1201.4001	Public Works - Full-Time Wages	34,872	39,050	4,178	Reallocation of Personnel Costs
10.1201.4005	Public Works - Overtime	5,231	5,857	626	Reallocation of Personnel Costs
10.1201.4008	Public Works - Compensation Adjustments	424	472	48	Reallocation of Personnel Costs
10.1201.4051	Public Works - Retirement & Taxes	8,504	9,309	805	Reallocation of Personnel Costs
10.1201.4053	Public Works - Insurance	7,728	8,261	533	Reallocation of Personnel Costs
10.1202.4001	PW Grounds Maintenance - Full-Time Wages	30,568	44,708	14,140	Reallocation of Personnel Costs
10.1202.4005	PW Grounds Maintenance - Overtime	4,585	6,706	2,121	Reallocation of Personnel Costs
10.1202.4006	PW Grounds Maintenance - Other Compensation	1,320	2,280	960	Reallocation of Personnel Costs
10.1202.4008	PW Grounds Maintenance - Compensation Adjustments	445	616	171	Reallocation of Personnel Costs
10.1202.4051	PW Grounds Maintenance - Retirement & Taxes	7,836	11,207	3,371	Reallocation of Personnel Costs
10.1202.4053	PW Grounds Maintenance - Insurance	12,391	18,586	6,195	Reallocation of Personnel Costs
10.1301.4001	Engineering - Full-Time Wages	80,382	62,225	(18,157)	Reallocation of Personnel Costs
10.1301.4008	Engineering - Compensation Adjustments	974	752	(222)	Reallocation of Personnel Costs
10.1301.4051	Engineering - Retirement & Taxes	19,354	14,834	(4,520)	Reallocation of Personnel Costs
10.1301.4053	Engineering - Insurance	21,151	18,586	(2,565)	Reallocation of Personnel Costs
10.1801.4110	Non-Departmental - Postage	-	2,000	2,000	General Postage
10.1801.6052	Non-Departmental - Transfer to Wastewater Fund	16,483	10,196	(6,287)	Transfer Adjustment
10.1801.6053	Non-Departmental - Transfer to Stormwater Fund	26,844	25,562	(1,282)	Transfer Adjustment
10.1801.6061	Non-Departmental - Transfer to Internal Service Fund	859,522	847,300	(12,222)	Transfer Adjustment
		Total Expenditure Adjustment		\$ 146,676	
		Total General Fund		\$ 1	

Vineyard City

Fiscal Year 2023 - 2024 Budget Amendment #1

Impact Fee Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
	Beginning Fund Balance Appropriation	\$ -	\$ 75,000	\$ 75,000	Fund Balance Appropriation Adjustment
	Total Revenue Adjustment			<u>\$ 75,000</u>	
23.2301.4301	Public Safety Facilities - Contract Services	\$ -	\$ 25,000	\$ 25,000	Carryover FY23 Budget for Impact Fee Study
23.2302.4301	Roadway Facilities - Contract Services	25,000	171,100	146,100	Carryover FY23 Budget for Transportation Master Plan
23.2303.4301	Park Facilities - Contract Services	-	25,000	25,000	Carryover FY23 Budget for Parks Impact Fee Study
23.2304.4301	Stormwater Facilities - Contract Services	-	40,000	40,000	Carryover FY23 Budget for Stormwater Master Plan
	Appropriation to Fund Balance	272,000	110,900	(161,100)	Fund Balance Appropriation Adjustment
	Total Expenditure Adjustment			<u>\$ 75,000</u>	
	Total Impact Fee Fund			<u><u>\$ -</u></u>	

Capital Projects Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
	Beginning Fund Balance Appropriation	\$ 2,250,000	\$ 2,570,000	\$ 320,000	Fund Balance Appropriation Adjustment
	Total Revenue Adjustment			<u>\$ 320,000</u>	
49.4901.4651	Capital Expense	\$ 3,100,000	\$ 3,420,000	\$ 320,000	Carryover FY23 Budget for PW Bldg Improve and 300 W Main St. Landscape
	Total Expenditure Adjustment			<u>\$ 320,000</u>	
	Total Capital Projects Fund			<u><u>\$ -</u></u>	

Vineyard City
Fiscal Year 2023 - 2024 Budget Amendment #1

Water Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
	Beginning Fund Balance Appropriation	\$ 25,005	\$ 43,797	\$ 18,792	Fund Balance Appropriation Adjustment
	Total Revenue Adjustment			\$ 18,792	
51.5101.4001	Full-Time Wages	\$ 439,504	\$ 437,576	\$ (1,928)	Reallocation of Personnel Costs
51.5101.4008	Compensation Adjustments	5,413	5,391	(22)	Reallocation of Personnel Costs
51.5101.4051	Retirement & Taxes	107,308	106,907	(401)	Reallocation of Personnel Costs
51.5101.4053	Insurance	104,172	106,737	2,565	Reallocation of Personnel Costs
51.5101.4651	Capital Expense	13,500,000	13,675,000	175,000	1.5 Additional Water Shares Using Impact Fees
	Appropriation of Impact Fees to Fund Balance	150,000	-	(150,000)	Fund Balance Appropriation Adjustment
51.5101.6061	Transfer to Internal Service Fund	263,856	257,435	(6,421)	Transfer Adjustment
	Total Expense Adjustment			\$ 18,793	
	Total Water Fund			\$ (1)	

Sewer Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
52.5201.5010	Transfer From General Fund	\$ 16,483	\$ 10,196	\$ (6,287)	Transfer Adjustment
	Total Revenue Adjustment			\$ (6,287)	
52.5201.4001	Full-Time Wages	\$ 235,519	\$ 233,966	\$ (1,553)	Reallocation of Personnel Costs
52.5201.4008	Compensation Adjustments	2,868	2,850	(18)	Reallocation of Personnel Costs
52.5201.4051	Retirement & Taxes	57,258	56,932	(326)	Reallocation of Personnel Costs
52.5201.4053	Insurance	56,003	55,504	(499)	Reallocation of Personnel Costs
52.5201.6061	Transfer to Internal Service Fund	146,377	142,487	(3,890)	Transfer Adjustment
	Total Expense Adjustment			\$ (6,286)	
	Total Sewer Fund			\$ (1)	

Vineyard City

Fiscal Year 2023 - 2024 Budget Amendment #1

Storm Water Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
53.5301.5010	Transfer From General Fund	\$ 26,844	\$ 25,562	\$ (1,282)	Transfer Adjustment
	Beginning Fund Balance Appropriation	65,000	25,000	(40,000)	Fund Balance Appropriation Adjustment
	Total Revenue Adjustment			<u>\$ (41,282)</u>	
53.5301.4001	Full-Time Wages	\$ 169,370	\$ 169,905	\$ 535	Reallocation of Personnel Costs
53.5301.4008	Compensation Adjustments	2,064	2,071	7	Reallocation of Personnel Costs
53.5301.4051	Retirement & Taxes	41,068	41,205	137	Reallocation of Personnel Costs
53.5301.4053	Insurance	36,507	36,774	267	Reallocation of Personnel Costs
53.5301.4301	Contract Services	67,500	27,500	(40,000)	Moved Stormwater Master Plan to Impact Fee Fund
53.5301.6061	Transfer to Internal Service Fund	92,486	90,259	(2,227)	Transfer Adjustment
	Total Expense Adjustment			<u>\$ (41,281)</u>	
	Total Stormwater Fund			<u>\$ (1)</u>	

Transportation Fund

Account #	Account	Original Budget	Adjusted Budget	Change	Notes
	Beginning Fund Balance Appropriation	\$ 276,500	\$ 284,236	\$ 7,736	Fund Balance Appropriation Adjustment
	Total Revenue Adjustment			<u>\$ 7,736</u>	
54.5401.4001	Full-Time Wages	\$ 142,870	\$ 146,941	\$ 4,071	Reallocation of Personnel Costs
54.5401.4008	Compensation Adjustments	1,783	1,831	48	Reallocation of Personnel Costs
54.5401.4051	Retirement & Taxes	34,941	35,816	875	Reallocation of Personnel Costs
54.5401.4053	Insurance	29,385	32,749	3,364	Reallocation of Personnel Costs
54.5401.6061	Transfer to Internal Service Fund	214,142	213,519	(623)	Transfer Adjustment
	Total Expense Adjustment			<u>\$ 7,735</u>	
	Total Transportation Fund			<u>\$ 1</u>	

Vineyard City

Fiscal Year 2023 - 2024 Budget Amendment #1

Internal Services Fund

Account #	Account		Original Budget	Adjusted Budget	Change	Notes
61.6101.5010	Transfer From General Fund	\$	859,522	\$ 847,300	\$ (12,222)	Transfer Adjustment
61.6101.5051	Transfer From Water Fund		263,856	257,435	(6,421)	Transfer Adjustment
61.6101.5052	Transfer From Sewer Fund		146,377	142,487	(3,890)	Transfer Adjustment
61.6101.5053	Transfer From Stormwater Fund		92,486	90,259	(2,227)	Transfer Adjustment
61.6101.5054	Transfer From Transportation Fund		214,142	213,519	(623)	Transfer Adjustment
	Beginning Fund Balance Appropriation		-	141,000	141,000	Fund Balance Appropriation Adjustment
			Total Revenue Adjustment		\$ 115,617	
61.6101.4001	Administration - Full-Time Wages	\$	25,602	\$ 9,748	\$ (15,854)	Reallocation of Personnel Costs
61.6101.4008	Administration - Compensation Adjustments		312	120	(192)	Reallocation of Personnel Costs
61.6101.4051	Administration - Retirement & Taxes		6,294	2,497	(3,797)	Reallocation of Personnel Costs
61.6101.4053	Administration - Insurance		3,597	1,532	(2,065)	Reallocation of Personnel Costs
61.6102.4001	Facilities - Full-Time Wages		30,568	44,708	14,140	Reallocation of Personnel Costs
61.6102.4008	Facilities - Compensation Adjustments		445	616	171	Reallocation of Personnel Costs
61.6102.4051	Facilities - Retirement & Taxes		7,836	11,207	3,371	Reallocation of Personnel Costs
61.6102.4053	Facilities - Insurance		12,391	18,586	6,195	Reallocation of Personnel Costs
61.6103.4751	Fleet - Vehicle Replacement		225,000	325,000	100,000	Carryover FY23 Budget for Vehicle Replacement
61.6104.4301	IT - Contract Services		77,600	90,330	12,730	Executech Firewall and Cybersecurity Upgrade
61.6104.4303	IT - Software Maintenance		112,100	153,100	41,000	Brightly SmartGov and Asset Essentials Software Implementation
61.6105.4001	HR - Full-Time Wages		137,756	109,541	(28,215)	Reallocation of Personnel Costs
61.6105.4008	HR - Compensation Adjustments		1,666	1,325	(341)	Reallocation of Personnel Costs
61.6105.4051	HR - Retirement & Taxes		32,841	26,115	(6,726)	Reallocation of Personnel Costs
61.6105.4053	HR - Insurance		29,967	25,167	(4,800)	Reallocation of Personnel Costs
			Total Expense Adjustment		\$ 115,617	
			Total Internal Service Fund		\$ -	

RESOLUTION NO. 2023-41

A RESOLUTION AMENDING THE VINEYARD CITY BUDGET FOR THE 2023-2024 FISCAL YEAR.

WHEREAS, the City Council of Vineyard, Utah has previously adopted a budget for the 2023-2024 fiscal year in accordance with the Utah Fiscal Procedures Act for cities; and

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

WHEREAS, a public hearing was held on the 8th day of November 2023, on the proposed amendments to the 2023-2024 fiscal year budget for the city of Vineyard, Utah.

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

1. The attached exhibit A shows the amendments to the Fiscal Year 2023-2024 budget for the city of Vineyard, Utah.
2. This resolution shall take effect upon passing.

Passed and dated this 8th day of November 2023.

Mayor Julie Fullmer

Attest:

Heidi Jackman, Deputy Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: November 8, 2023

Agenda Item: 9.3 Consolidated Fee Schedule

Department: Finance

Presenter: David Mortensen, Finance Director

Background/Discussion:

Utah Code section 10-3-17 authorizes cities to create, amend, and set a fee schedule appropriate for the services rendered by the municipality by way of a resolution. The provided attachment shows recommended changes to Vineyard's current fee schedule to assure our fees are up to date. The specific amendments being considered at this meeting are as follows:

Under the business licensing section, the fire inspection fee language has been updated to reflect that the fee will be equal to the amount that the City of Orem has adopted on their consolidated fee schedule.

The changes would be effective immediately.

Fiscal Impact:

None.

Recommendation:

The Finance Department recommends accepting all changes as they are presented in the attachment.

Sample Motion:

I move to adopt Resolution 2023-48, the amended Consolidated Fee Schedule as presented.

Attachments:

Resolution 2023-48

Consolidated Fee Schedule – Amended



Consolidated Fee Schedule 2023-2024 Fiscal Year

Administrative	2
Recreation.....	3
Utilities	5
Sanitation	6
Facilities Rental	6
Special Event Permit.....	8
Code Enforcement Fees.....	8
Business Licensing	9
Land Use Applications	10
Building Permit Fees	12
Building Inspection Fees	13
Impact Fees	14
Pass Through Fees	14
Water Department Fees	15



ADMINISTRATIVE FEES

Records (GRAMA) Requests	per hour for staff time after first 15 minutes (based on lowest paid employee working on the request) Copies \$0.10 per page
Returned Checks	\$14
Colored Map Copies – 8 ½ x 11	\$3.00
Black and White Map Copies	Free
Notarization	Free
Library Card/Fitness Center Reimbursement	\$80 annual reimbursement per Vineyard household (can be used toward non-resident library card OR municipal fitness center membership)
Weed Abatement	Actual Abatement Costs
Bond Processing Fee	\$60
Administrative Citation	\$100
Credit Card Fee	3% of Transaction Total
Candidate Filing Fee	\$35
Candidate Late Financial Disclosure Statement	\$50
City Offense Fines	Class B misdemeanor—not to exceed \$1000 Class C misdemeanor or infraction—not to exceed \$750
Sixteen-Year-Old Curfew (Class C)	\$75
Eighteen-Year-Old-Curfew (Class C)	\$75
Parent Liability (Class C)	\$125
Prohibited Travel on Trails (Infraction)	\$40
Leash Requirement (Infraction)	\$40
Sleeping on Public Property (Class C)	\$75
Camping Prohibited (Class C)	\$75
Unlawful Parking (Infraction)	\$40



Parking w/Snow Present (Infraction)	\$40
Driving or Riding on Sidewalk (Infraction)	\$40
Engine Brake Restriction (Class C)	\$75
Hours of Operation (Infraction)	\$75
Fires and Campfires (Class C)	\$125
Annual Overnight Parking Permit Fee (Purchased Jan – June)	\$60
Annual Overnight Parking Permit Fee (Purchased Jul – Dec)	\$30

RECREATION FEES

3v3 Adult Soccer	Team - \$250 Individual - \$50
3v3 Adult Soccer Tournament	Team - \$80 Individual - \$20
3v3 Basketball Tournament	Team - \$80 Individual - \$20
Adult Flag Football	Team - \$500 Individual - \$50
Adult Kickball Tournament	Team - \$150 Individual - \$20
Adult Pickleball	\$50
Adult Soccer	Team - \$500 Individual - \$50
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50
Adult Tennis Tournament	\$50
Adult Volleyball	Team - \$350 Individual - \$50



Adult Ultimate Frisbee	Team - \$350 Individual - \$50
Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100
E-Sports	\$50
Exercise Class	\$50
Pickleball Tournament	Team - \$30 Individual - \$15
Race Registration	5k/10k - \$20 Kids 1k - \$10 Family Rate \$45 per household Group Rate - \$15 per person
Race T-Shirts	\$10
Senior Program	\$50
Spikeball Tournament	Team - \$30 Individual - \$15
Sports Trivia/Fantasy Class	\$50
Toddler Sports Clinic	\$60
Virtual Races	\$25
Youth Arts	\$50
Youth Baseball Clinic	\$50
Youth Basketball Clinic	\$50
Youth Coach Pitch	\$50
Youth Flag Football	\$50
Youth Jr Jazz Basketball	\$100
Youth Kickball	\$50
Youth Machine Pitch	\$70
Youth Pickleball Programs	\$50
Youth Soccer Programs	\$70
Youth T-Ball	\$50
Youth Tennis Clinic	\$50
Youth Ultimate Frisbee	\$50



Youth Volleyball	\$80
Youth Wrestling	\$50
Youth Cross Country	\$70
Youth Golf	\$70
Bingo	\$10
Additional Non-Resident Fee	Team - \$50 Individual - \$10
Late Registration	\$50 – Team \$10 - Individual
Recreation Program Cancellation Fee	Up to 100% of Registration Cost (No Refund of Race Registrations)

UTILITY FEES

Water Base Rate $\frac{3}{4}$ " Meter	\$29.80 first 5,000 gallons
Water Base Rate 1" Meter	\$41.72 first 5,000 gallons
Water Base Rate 1 $\frac{1}{2}$ " Meter	\$53.64 first 5,000 gallons
Water Base Rate 2" Meter	\$86.42 first 5,000 gallons
Water Base Rate 3" Meter	\$327.79 first 5,000 gallons
Water Base Rate 4" Meter	\$425.13 first 5,000 gallons
Water Base Rate 6" Meter	\$625.78 first 5,000 gallons
Water Base Rate 8" Meter	\$834.37 first 5,000 gallons
Water Multi-Family Residential Base Rate	\$17.50 per unit
Residential Water Usage Rates: Tier 1 (5,001 – 15,000) Tier 2 (15,001– 30,000+) Tier 3 (30,001 – 50,000) Tier 4 (50,001+)	\$1.95 per 1,000 gallons \$2.23 per 1,000 gallons \$2.75 per 1,000 gallons \$3.03 per 1,000 gallons
Commercial Water Usage Rates: Tier 1 (5,001 – 30,000) Tier 2 (30,001 – 100,000) Tier 3 (100,001+)	\$1.95 per 1,000 gallons \$2.75 per 1,000 gallons \$3.03 per 1,000 gallons



Sewer Base Rate	\$17.94
Sewer Multi-Family Residential Base Rate	\$10 per unit
Sewer Usage Rate	\$3.64 per 1,000 gallons
Transportation Utility	\$3.5 Per ERU
Storm Water Utility	\$5 Per ERU

SANITATION FEES

90-Gallon Residential Can	\$13
Second 90-Gallon Residential Can	\$8
Recycling Can	\$6
Replacement Can	\$90
Replacement Can – no-fault	\$45

FACILITIES RENTAL FEES

Council Chambers Rental	\$75 per hour for Resident, \$150 per hour for Non-Resident
Council Chambers Cleaning Deposit	\$75 for Resident, \$150 for Non-Resident
Small Park Pavilion Rental	\$40 for Resident, \$80 for Non-Resident
Small Park Pavilion Cleaning Deposit	\$40 for Resident, \$80 for Non-Resident
Large Park Pavilion Rental	\$75 for Resident, \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75 for Resident, \$150 for Non-Resident
Special Event Rental Deposit	\$300
Multi-Day Special Event Rental Deposit	\$500 per day
Pavilion Rental Cancellation Fee	Up to 100% of reservation cost
Hourly Field Rental at Gammon Park (Monday—Thursday)	\$300 Deposit + \$20 for Residents, \$40 for Non-Resident or Holiday Reservations
4 Hour Field Rental at Gammon Park (Monday—Thursday)	\$300 Deposit + \$75 for Residents, \$150 for Non-Resident or Holiday Reservations



Hourly Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$30 for Residents, \$60 for Non-Residents or Holiday Reservations
4 Hour Field Rental at Gammon Park (Weekend)	\$300 Deposit + \$100 for Residents, \$200 for Non-Residents or Holiday Reservations
All other parks, Single Soccer Hourly Field Rental (Monday – Thursday)	\$300 Deposit + \$40 for Residents, \$80 for Non-Resident or Holiday Reservations
All other parks, Single Soccer 4 Hour Field Rental (Monday – Thursday)	\$300 Deposit + \$150 for Residents, \$300 for Non-Resident or Holiday Reservations
All other parks, Single Soccer Hourly Field Rental (Weekend)	\$300 Deposit + \$60 for Residents, \$120 for Non-Residents or Holiday reservations
All other parks, Single Soccer 4 Hour Field Rental (Weekend)	\$300 Deposit + \$200 for Residents, \$400 for Non-Residents or Holiday reservations
Hourly Rental per Soccer Goal Set	\$10 for Residents, \$20 for Non-Residents
Hourly Rental per Soccer Corner Flag Set	\$10 for Residents, \$20 for Non-Residents
Court Rental	\$25 per hour per court
Pickleball Net Rental	\$50 Refundable Deposit
Pickleball Net Repair/Replacement Fee	Up to \$300
Outdoor Basketball Court Rental	\$25 per hour per ½ court
Non-Existing Line Painting – Per Field	1-499 Feet - \$100 500-999 Feet - \$125 1000+ Feet - \$150
Remarking Line Painting – Per Field	1-499 Feet - \$20 500-999 Feet - \$25 1000+ Feet - \$40

SPECIAL EVENT FEES*

Special Event Permit	\$50
Special Event with Vendors	\$75
Special Events with >250 participants	\$100
Special Events longer than 6 hours	\$150
Multi-Day Special Events	\$200
Film Permit	\$50
Summer Celebration Food Vendor	\$100 per day
Summer Celebration Vendor Booth	\$100
Boo-A-Palooza Vendor Fee	\$50
Bounce House Deposit	\$100
Onsite Dumpster or Equipment Permit	\$72 per dumpster
Additional Dumpster Reserved	\$174 per 6 yard dumpster
Excess Garbage Pickup	Up to \$600 based on quantity picked up
Extra trash can with bags	\$15 per 5 cans
Personnel (total compensation per employee, per hour, during regular business hours)	Parks Department - \$35 Streets Department - \$35 Special Events Department - \$32
Penalty for operating without a permit	Double the application fee and any damage caused by the special event

*Special event and facility rental fees may be waived at the discretion of city council. See special event code for fee waiver consideration reasons.

CODE ENFORCEMENT FEES

Code Violation Fee (per calendar year from first offense)	1 st Offense - \$100 2 nd Offense - \$200
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	3 rd (or more) Offense - \$400
Civil Penalty Fee	\$25 minimum to \$1,000 maximum per day, per violation
Civil Penalty Fee- Occupancy Violation	\$100 per day, per violation
Civil Penalty Fee- Home Occupation Operating without License	\$25 per day, per violation
Civil Penalty Fee- Commercial Business Operating without License	\$50 per day, per violation
Code Violation Fee - Interest	20% per annum of total outstanding amounts
Default/Administrative Code Enforcement Hearing Fee	\$100
Animal Defecation without Removal Fine	\$250
Off-Leash Animal Fine	\$250

BUSINESS LICENSING FEES

Home-Based Occupation (exceeds residential impact)	\$50
Home-Based Occupation (does not exceed residential impact)	\$0
Accessory Dwelling Unit Business License (Biennial)	Initial Fee \$100 Renewal Fee \$50
Industrial Manufacturing/Distribution	\$250
Restaurant/Food	\$190
Food Truck Fee	\$25 per truck
Retail	\$215
Service Related	\$150
<u>Fire Inspection</u>	<u>Equal to Orem Fire's fee as dictated in Orem City's Fee Schedule</u>



Renewal Fee (all license types except Alcohol and Towing/Parking Enforcement)	\$25
Alcohol and Towing/Parking Enforcement Renewal Fee	Same as Initial Fee
Solicitor License	\$30
Itinerant Merchant	\$50
Itinerant Merchant Refundable Deposit	\$300
Towing/Parking Enforcement Certificate	\$50
Class A- D Beer License	\$400 + Proof of \$5,000 Bond
Class E Beer License	\$400 + Proof of \$10,000 Bond
A or B Liquor License	\$300 + Proof of \$10,000 Bond
Class C Liquor License	\$300 + Proof of \$1,000 Bond
Unclassified Business	\$25 Base fee until classification established by Resolution
Business fitting in 2+ Categories	Higher rate
Late Renewal Fee (during renewal grace period)	\$25
Daily penalty fee if license not renewed by end of renewal grace period	Half of the license fee
Penalty Fee for doing business without a Vineyard Business License	Equivalent to the license fee

LAND USE APPLICATION FEES

Development Agreement	\$1,500
Development Agreement Amendment	\$1,500
Subdivision – Preliminary Plat	\$1,930 + \$6.20 per lot
Subdivision – Preliminary Plat – Additional Review	\$786 + \$2.50 per lot
Subdivision – Final Plat	\$1,940 + \$6.20 per lot
Subdivision – Final Plat	\$1010 + \$2.50 per lot



Additional Reviews	
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2663 < 10 acres = \$500
Planned Unit Development	\$1000
Recording Fees	As charged by Utah County Recorder
Site Plan – Residential	\$2,663
Site Plan – Non-residential	\$3,756
Site Plan – Non-residential – Additional Reviews	\$1,693 for each additional review after two reviews
Site Plan – Minor Amendment	\$500
General Plan Text Amendment	\$1,000
General Plan Map Amendment	\$1000
Land Use Text Amendment	\$1,000
Land Use Map Amendment	\$1000
Lot Line/Property Boundary Line Adjustment	\$300
Conditional Use Permit	\$400
Temporary Use Permit	\$75
Variance	\$100
Appeals	\$100
Zoning Verification	\$100
Sign Permit	\$150
Sign Standard Waiver	\$250
Commercial Temporary Sign Permit	\$25
Street and Traffic Control Signs	\$350 per post
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees



Engineering Inspection Fees – Subdivision Related	3% of certified bid tabulation
Engineering Inspection Fees – Non-Subdivision Related	\$150 per hour, rounded up to nearest hour
Engineering Re-Inspection Fees	\$150 per hour, 2-hour minimum
Street Light Fee	\$10,000 per light
Street Sign Fee	\$300 per sign
Demolition	Up to \$500 plan review fee
Encroachment Permit	\$150 + \$1 per square foot
Jet Truck Work Request	\$190/hour – Minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 + \$150 per hour inspector is onsite past initial hour
Infrastructure Construction	Bond/Escrow account as determined by bid tabulation
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure	\$50
Use of City Barricades for Road Closure	\$300 refundable deposit per set of barricades
Additional plan review required by changes, additions, or revisions to any land use applications	\$65 per hour, half hour minimum
Special Planning Commission Meeting	\$390 per meeting

BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1 to \$1,300	\$48
\$1,301 to \$2,000	\$48 for the first \$1,300; plus \$3 for each additional \$ 100 or fraction thereof, to and including \$2,000



\$2,001 to \$40,000	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$18,327 for the first \$ 5,000,000; plus \$1 for each additional \$1,000 or fraction thereof
Residential Plan Review	65% of Building Permit Fee
Commercial Plan Review	65% of Building Permit Fee
Simple/Duplicate Plan Review	25% of Building Permit Fee
Reinstating an Expired Permit	\$50 + any additional review time
Fire Inspection & Plan Review	10% of Building Permit Fee

BUILDING INSPECTION FEES

Inspections outside of normal business hours	\$75 per hour, two-hour minimum
Re-inspection	\$75 per hour
Inspection for which no specific fee is indicated	\$75 per hour, one-hour minimum
Additional plan review required by changes, additions, or revisions to plans,	\$85 per hour, one-hour minimum
Use of outside consultants for plan checking and inspections, or both	Actual costs, including administrative and overhead costs
Fire Inspection	Included in See Business License Fees
Work Without a Permit*	\$100 per infraction
Working Beyond a Stop Work Order*	\$200 per infraction

*Fines doubled for each subsequent infraction

IMPACT FEES

(Impact Fee Area Maps may be found on the City's Website)

Sewer Facilities Per Equivalent Residential Unit (ERU) ^{1,2}	<ul style="list-style-type: none"> • Area A - \$539 • Area B - \$2,391 • Area C/RDA - \$539
Culinary and Irrigation Water Systems Per ERU ^{1,3}	<ul style="list-style-type: none"> • Area A - \$873 • Area B (RDA) - \$521
Roadway Facilities Per Trip End Unit based on ITE	<ul style="list-style-type: none"> • Area A - \$3,586 • Area B (RDA) - \$1,286
Storm and Ground Water Per ERU ^{1,4}	<ul style="list-style-type: none"> • Area A - \$222 • Area B - \$337 • Area C - \$237

³/₄ inch water connection is 1 ERU

² Additional fees may apply to units with more than 5 bathroom equivalent drains



³ Additional fee may apply to certain high water uses (e.g., Car Wash) without water reduction measures in place

⁴ Additional fee may apply to certain sites if above city's maximum impervious area requirement

PASS THROUGH FEES

Timpanogos Special Service District	Equal to District's impact fee as dictated by the current Impact Fee Facilities Plan/Schedule.
Orem Water Reclamation	Equal to Orem City's impact fee as dictated by the current Impact Fee Facilities Plan/Schedule.
Orem Water Rights	Equal to Orem City's Water Rights as dictated in their up-to-date Consolidated Fee Schedule.

All impact fees will be assessed at the time building permits are issued. All other development Impact Fees will be calculated based on Equivalent Residential Units.

WATER DEPARTMENT FEES

¾" Water Meter & Connection Fee	\$363
1" Water Meter & Connection Fee	\$495
1½" Water Meter & Connection Fee	\$775
2" Water Meter & Connection Fee	\$1,206
Water Lateral Inspection Fee	\$50
Water Meter Reconnect Fee	\$50
Utility Application Fee	\$20
Fire Hydrant Meter Rental Deposit	\$1625
Fire Hydrant Meter Penalty Fees	1 st missed read = \$50 2 nd missed read = \$100 3 rd missed read = \$200



	Any missed reads after the 3 rd month will be penalized \$400 per month until meter is returned
Daily Rate – Fire Hydrant Meter	\$10/100 month
Water Rate – Fire Hydrant Meter	\$2 Per 1,000 gallons of water
Residential Construction Water	\$50 minimum
Non-Residential Construction Water	\$50 minimum
Illegal Connection to Water System	\$1,000 per occurrence

RESOLUTION NO. 2023-48

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE

WHEREAS, Section 10-3-717 UCA authorizes cities to establish the amounts of fees to be charged for municipal services to be set by resolution, and

WHEREAS, The City Ordinances, in various locations, provides for the establishment of fee amounts for certain municipal services, by resolution of the City Council.

WHEREAS, a Public Hearing was duly noticed and was held on the 8th day of November 2023 on the proposed amendments.

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

- Section 1. The City Council hereby adopts the amended Consolidated Fee Schedule, which is attached hereto and incorporated herein by reference.
- Section 2. A copy of the Consolidated Fee Schedule shall be placed in the Vineyard City Offices and be available for review.
- Section 3. This resolution shall take effect upon passage.
- Section 4. All other resolutions, ordinances, and policies in conflict herewith, either in whole or in part, are hereby repealed.

PASSED and ADOPTED by the City Council of Vineyard, Utah this 8th day of November 2023.

APPROVED:

Julie Fullmer, Mayor

ATTEST:

Heidi Jackman, Deputy Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: November 8, 2023

Agenda Item: 9.4 2024 City Council Meeting Schedule

Department: Recorder

Presenter: Deputy Recorder, Heidi Jackman

Background/Discussion:

It has been the practice of the council to discuss and approve set dates for City Council meetings at a meeting in November or December for the next calendar year.

Utah State Code requires that public notice be given of the annual meeting schedule at least once a year.

Utah State Code 52-4-202 2(a) and (b)

2 (a) ..., a public body which holds regular meetings that are scheduled in advance over the course of a year shall give public notice at least once each year of its annual meeting schedule as provided in this section.

(b)The public notice under Subsection [\(2\)\(a\)](#) shall specify the date, time, and place of the scheduled meetings.

Fiscal Impact:

N/A

Recommendation:

To hold City Council meetings on the 2nd and 4th Wednesday of each month, beginning at 6:00 PM as per city code, except November and December to only hold one regular meeting each month due to holidays.

Sample Motion:

“I move to adopt Resolution 2023-49; 2024 City Council Meeting Schedule, as presented.”

I move to adopt Resolution 2023-49; 2024 City Council Meeting Schedule, with the following changes.”



VINEYARD CITY COUNCIL STAFF REPORT

Alternatives:

If the council wishes to change the date or time when the meetings are to be held, it must be done by Ordinance at a future meeting.

Utah State Code 10-3-502. Regular and special council meetings.

(1) The council of each municipality shall:

- (a) by ordinance prescribe the time and place for holding its regular meeting, subject to Subsection [\(1\)\(b\)](#); and
- (b) hold a regular meeting at least once each month

Attachments:

Resolution 2023-49

2024 Calendar

2024

JANUARY						
Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

MARCH						
Mo	Tu	We	Th	Fr	Sa	Su
26	27	28	29	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

MAY						
Mo	Tu	We	Th	Fr	Sa	Su
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

JULY						
Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

SEPTEMBER						
Mo	Tu	We	Th	Fr	Sa	Su
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

NOVEMBER						
Mo	Tu	We	Th	Fr	Sa	Su
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

FEBRUARY						
Mo	Tu	We	Th	Fr	Sa	Su
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	1	2	3
4	5	6	7	8	9	10

APRIL						
Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

JUNE						
Mo	Tu	We	Th	Fr	Sa	Su
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	3	4	5	6	7

AUGUST						
Mo	Tu	We	Th	Fr	Sa	Su
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

OCTOBER						
Mo	Tu	We	Th	Fr	Sa	Su
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

DECEMBER						
Mo	Tu	We	Th	Fr	Sa	Su
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

RESOLUTION NO. 2023-48

**A RESOLUTION OF THE CITY COUNCIL OF VINEYARD, UTAH COUNTY, UTAH,
ADOPTING THE 2024 VINEYARD CITY PUBLIC MEETING SCHEDULE FOR THE
CITY COUNCIL, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Utah State Code 52-4-202 2(a) and (b) requires that public notice be given of the annual meeting schedule at least once a year; and

WHEREAS, the City Council desires to adopt the 2024 regular meeting schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Vineyard, Utah County, State of Utah, as follows:

SECTION I. The 2024 Vineyard City Council regular meeting schedule is adopted as shown in the attached 'Exhibit A'.

SECTION II. This resolution shall take effect immediately upon passage.

PASSED AND ADOPTED by the Vineyard City Council on this 8th day of November 2023.

Mayor Julie Fullmer

Attest:

Heidi Jackman, Deputy Recorder