



**NOTICE OF A REGULAR  
CITY COUNCIL MEETING  
March 12, 2025, at 6:00 PM**

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PUBLIC NOTICE is hereby given that the Vineyard City Council will hold a regularly scheduled City Council meeting on Wednesday, March 12, 2025, at 6:00 PM, in the City Council Chambers at City Hall, 125 South Main Street, Vineyard, UT. This meeting can also be viewed on our [live stream page](#).

**AGENDA**

**Presiding Mayor Julie Fullmer**

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

**2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**

**2.1. Resolution Recognizing Don Overson For His Service To Vineyard City & Dedication Of The Vineyard Water Tank (Resolution 2025-07)**

A resolution recognizing Don Overson for his dedicated service as Vineyard City's City Engineer and Public Works Director from June 2, 2014, to July 1, 2021, and naming the City's water tank as the Don E. Overson Water Tank in his honor. The mayor and City Council will act to adopt this recognition and dedication by resolution.

**3. WORK SESSION**

**3.1. Discussion about Open and Public Meetings Act (OPMA), Town Halls, Social Media, Subcommittees and Staff Resources**

**4. PUBLIC COMMENTS**

**“Public Comments”** is defined as time set aside for citizens to express their views for items not on the agenda. During a period designated for public comment, the mayor or chair may allot each speaker a maximum amount of time to present their comments, subject to extension by the mayor or by a majority vote of the council. Speakers offering duplicate comments may be limited. Because of the need for proper public notice, immediate action cannot be taken in the Council Meeting. The Chair of the meeting reserves the right to organize public comments by topic and may group speakers accordingly. If action is necessary, the item will be listed on a future agenda; however, the Council may elect to discuss the item if it is an immediate matter of concern. *Public comments can be submitted ahead of time to [pams@vineyardutah.org](mailto:pams@vineyardutah.org).*

**5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**

**6. STAFF, COMMISSION, AND COMMITTEE REPORTS**

**6.1. City Manager Report**

**7. CONSENT ITEMS**

**7.1. Approval of the February 26, 2025, City Council Meeting Minutes**

**7.2. Purchase of Public Works Vehicle – Streets & Stormwater (Reapproving Resolution 2025-05 with the new lease agreement)**

**7.3. Approval of the 2025 Town Hall Dates**

**8. APPOINTMENTS/REMOVALS**

**9. BUSINESS ITEMS**

**9.1. PUBLIC HEARING: Parks and Recreation Master Plan (Ordinance 2025-01)**

Parks and Recreation Director Brian Vawdrey is requesting approval of the proposed Vineyard City Parks and Recreation Master Plan.

(This item is being continued to March 19th, 2025 Planning Commission meeting.)

**9.2. PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-06)**

Utility Billing Clerk Maria Arteaga will present proposed amendments to the Consolidated Fee Schedule. The Mayor and City Council will act to adopt (or deny) this request by resolution.

**9.3. DISCUSSION AND ACTION - Code of Conduct (Changed to Resolution 2025-08)**

**(This item was continued from the January 14th and January 29th, City Council Special Sessions and the February 12, 2025, City Council Meeting.)**

**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 March 26, 2025.

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

The public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (385) 338-5183.

I, the undersigned Deputy City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda was posted at Vineyard City Hall, on the Vineyard City and Utah Public Notice websites, and delivered electronically to staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON:

03/11/2025

CERTIFIED (NOTICED) BY:

/s/ Tony Lara

TONY LARA, DEPUTY CITY RECORDER



## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** March 12, 2025

**Agenda Item:** Resolution Recognizing Don Overson For His Service To Vineyard City & Dedication Of The Vineyard Water Tank (Resolution 2025-07)

**Department:** Administration

**Presenter:** Julie Fullmer

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### **Background/Discussion:**

Don Overson served as Vineyard City's City Engineer and Public Works Director from June 2, 2014, to July 1, 2021. During his tenure, he played a critical role in the city's rapid growth and infrastructure development, overseeing key projects that enhanced transportation, utilities, and public services. His expertise and leadership were instrumental in ensuring the city's infrastructure met the needs of its expanding population while maintaining high standards of safety, efficiency, and sustainability.

One of his most significant contributions was his work on Vineyard City's water system. Under his guidance, the city developed a reliable and resilient water infrastructure, including the design and implementation of the water tank and booster station. His commitment to securing the city's long-term water supply has left a lasting impact on the community.

In recognition of his outstanding service and dedication to the city's progress, Vineyard City wishes to honor Donald E. Overson by naming the water tank the **Don E. Overson Water Tank**. This designation serves as a tribute to his contributions and ensures that his legacy remains a part of the city's history.

### **Fiscal Impact:**

\$500 for Dedication Plaque

### **Recommendation:**

Approve the resolution recognizing Don Overson for his service as City Engineer and Public Works Director and dedicating the water tank the Don E. Overson Water Tank in his honor, and install a commemorative plaque to acknowledge his contributions.

### **Sample Motion:**

I move to approve Resolution No. 2025-07, recognizing Don Overson for his service as Vineyard City's first City Engineer and Public Works Director from June 2, 2014, to July 1, 2021, and naming the City's water tank the **Don E. Overson Water Tank** in his honor.

### **Attachments:**

1. RES 2025-07 Don Overson Recognition & Dedication

RESOLUTION NO. 2025-07

**A RESOLUTION RECOGNIZING DON OVERSON FOR HIS SERVICE AND DEDICATION OF THE DON E. OVERSON WATER TANK**

**WHEREAS**, Don Overson served Vineyard City as its first City Engineer and Public Works Director from June 2, 2014, to July 1, 2021; and

**WHEREAS**, during his tenure, Don Overson played an instrumental role in the planning, development, and implementation of critical infrastructure projects that have greatly benefited the residents of Vineyard City; and

**WHEREAS**, his leadership, professionalism, and dedication to public service have significantly contributed to the City's growth and sustainability, particularly in the areas of water infrastructure, transportation, stormwater, and public works management; and

**WHEREAS**, Don Overson's efforts ensured the long-term reliability of the city's water system, including the development of the City's water tank, which are vital to providing safe and reliable water service to the community; and

**WHEREAS**, Vineyard City wishes to express its deepest gratitude and appreciation for Don Overson's years of exceptional service and commitment to the city's success;

**NOW, THEREFORE, BE IT RESOLVED** by the Vineyard City Council that:

1. **Recognition and Appreciation** – The City formally recognizes Don Overson for his outstanding contributions to Vineyard City.
2. **Dedication of the Don E. Overson Water Tank and Booster Station** – In honor of his service and impact on the city's infrastructure, the Vineyard City water tank and booster station shall henceforth be named the **Don E. Overson Water Tank**.
3. **Commemoration** – A commemorative plaque shall be placed at the water tank and booster station site to acknowledge Don Overson's dedication and service to the community.

**PASSED AND ADOPTED** this 12th of March, 2025, by the Vineyard City Council.

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Mayor Julie Fullmer

Attest:

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Deputy Recorder Tony Lara



**MINUTS OF A REGULAR  
CITY COUNCIL MEETING**

City Council Chambers  
125 South Main Street, Vineyard, Utah  
February 26, 2025, at 7:36 PM

**Present**

- Mayor Julie Fullmer
- Councilmember Sara Cameron
- Councilmember Jacob Holdaway
- Councilmember Mardi Sifuentes
- Councilmember Brett Clawson

**Absent**

**Staff Present:** City Attorney Jayme Blakesley, Lieutenant Holden Rockwell with the Utah County Sheriff’s Office, Community Development Director Morgan Brim, Public Works Director Naseem Ghandour, Parks and Recreation Director Brian Vawdrey, Orem Fire Chief Marc Sanderson, and City Recorder Pamela Spencer

**Others Speaking:** Muriel Xochimitl and Kimberly Rivers with X-Factor and Kyrene Gibbs with y2analytics; Laura Smith with CRSA, Saxon Peterson with MGB&A, and Lee Johnson with Zions Bank; Kelly Smurthwaite with the Ruth Theater; and resident Daria Evans

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


 Mayor Fullmer opened the meeting at 7:36 PM.


**2. PRESENTATIONS/RECOGNITIONS/AWARDS/PROCLAMATIONS**

**2.1. Strategic Communications Plan**













Muriel Xochimitl from X-Factor will present the Strategic Communications Plan.

Mayor Fullmer turned the time over to Communications Coordinator Jenna Ahern.

 Ms. Ahern introduced Muriel Xochimitl with X-Factor and Kyrene Gibbs with y2analytics

 Ms. Gibbs reviewed survey results conducted last summer.

Due to technical difficulties Mayor Fullmer moved to the consent items and the code of conduct presentation.

46  Ms. Gibbs continued her presentation on the survey results.  
47  
48  Ms. Xochimitl presented the Strategic Communications Plan.  
49  
50  Ms. Gibb presented the communications portion of the survey.  
51  
52  Kimberly Rivers with X-Factor reviewed highlights of the Strategic Communications Plan.  
53  
54  Mayor Fullmer called questions from the City Council.  
55  
56  Councilmember Cameron said that she appreciated hearing the results of the survey and felt  
57 that it gave them useful information.  
58  
59  Councilmember Clawson said that he looked forward to hearing more details about the plan.  
60  
61  Councilmember Holdaway requested the raw data and asked about the sample size and  
62 population calculations. Ms. Gibbs replied that the adult population of the city was their total  
63 sampling stream. The total invite list was around 3,000 with a margin of error around 6.8 percent.  
64  
65  Councilmember Holdaway felt that it was a waste to not use the city’s Qualtrics platform  
66 instead of using X-Factor’s Qualtrics account. A discussion ensued.  
67  
68  Councilmember Holdaway mentioned the threat of misinformation. He said that his issue was  
69 that the Communications Department was under the direction of the mayor and wanted to know  
70 when the mayor was allowed to speak for the city and felt this should be included in the policy.  
71 Mayor Fullmer called for ‘Point of Order’ and explained that this plan was to direct staff to clarify  
72 when comments refer to factual versus nonfactual information. She added that Ms. Ahern reported  
73 to the City Manager. City Manager Eric Ellis clarified that the city’s point was not to drive politics  
74 on the city’s website and if there was something on the website that concerned Councilmember  
75 Holdaway he should contact staff. The point was to provide objective facts to residents regarding  
76 issues that were on social media.  
77  
78  Councilmember Holdaway commented on the Communications Master Plan. He brought up  
79 news articles from the city that he was in political disagreement with. Mayor Fullmer called for  
80 “Point of Order” and explained that this was not a social media policy and any duties under the  
81 mayor’s office were outside of this discussion. She further explained that this Master Plan was to  
82 give staff a plan to follow implemented as a city and by the city council. She then brought the  
83 conversation back to the Strategic Communications Plan.  
84  
85  Ms. Xochimitl explained that misinformation was what they identified regularly but was not  
86 the intent to single out any individuals and to make sure that over time, the city’s official platforms  
87 become the point of truth residents could trust. A discussion ensued. Councilmember Clawson  
88 pointed out that this discussion was exactly why they needed to continue working on the code of  
89 conduct.  
90

91  Mayor Fullmer thanked the presenters for their time.

92


93

### 94 3. WORK SESSION


#### 95 3.1. Parks and Recreation Master Plan and Impact Fee Study

96 Presentation of Vineyard City Parks & Recreation Master Plan

97

98  Mayor Fullmer turned the time over to Parks & Recreation Director Brian Vawdrey.


99

100  Mr. Vawdrey introduced himself. He said that the purpose of the work session was to get  
101 feedback from the council before presenting the final version to Planning Commission and City  
102 Council for approval. He explained the purpose of the master plan. He introduced the consultants  
103 on this project Laura Smith with CRSA, Saxon Peterson with MGB&A, and Lee Johnson with  
104 Zions Bank. He then turned the time over to Ms. Smith.


105

106  Ms. Smith gave a high-level overview of the master plan.


107

108  Mr. Peterson explained why they were proposing the master plan and how they got to this  
109 point.


110

111  Councilmember Holdaway asked if there was a state law that capped how much a city could  
112 charge for impact fees. City Attorney Jayme Blakesley explained how impact fees worked.


113

114  Mr. Peterson continued his presentation.

115

116  Councilmember Holdaway asked if they could adjust the amenities. Mr. Blakesley replied that  
117 they could include some flexibility in the master plan. Councilmember Holdaway asked about  
118 adjusting the plan to include the Lakefront property. Mr. Blakesley replied that they could talk later  
119 about whether or not they could include it in the plan and use impact fees. A discussion ensued.


120

121  Mr. Vawdrey asked if the council was comfortable with including Homeowner's Associations'  
122 (HOA) amenities. Mayor Fullmer suggested the council review the plan then reach out to Mr.  
123 Vawdrey with comments.

124

125  Mr. Johson reviewed the impact fee analysis.

126

127  Mayor Fullmer asked the council to go through the plan and send comments to Mr. Vawdrey.

128


#### 129 3.2. Discussion on Code of Conduct Ordinance

130 The appointed subcommittee will lead the discussion.

131

132 Mayor Fullmer turned the time over Councilmember Clawson.

133


134  Councilmember Clawson felt that they had made a lot of progress on this item, but he was not  
135 comfortable moving forward without the full council present.


136


137




138 **4. PUBLIC COMMENTS**

139  Kelly Smirthwaite with the Ruth Theater (formerly the Hale Center Theater) explained the  
140 change and mentioned that they were giving out tickets to the community. She mentioned that she  
141 would like to work with the city’s theater arts commission. She explained what the Ruth provided  
142 for the community. Mayor Fullmer mentioned the ARCH Commission with which she could work.  
143 Mr. Blakesley explained why the tickets could not be distributed to elected officials or city staff.  
144

145  Daria Evans, living in The Villas, thanked Special Events Coordinator Anna Nelson and  
146 Councilmember Sifuentes for working with her on the 911 Day of Service. She referenced the  
147 47G/UDOT (Utah Department of Transportation) presentation from the February 12, 2025 City  
148 Council meeting and asked if they were building an inland port in Vineyard.  
149

150  Mayor Fullmer called for additional comments. She responded to Ms. Evans’ comments that  
151 the presenters were just sharing their partnerships, and that Vineyard was not getting an inland port.  
152  
153

154 **5. MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS**


155  Mayor Fullmer asked the council to email their reports.  
156  
157

158 **6. STAFF, COMMISSION, AND COMMITTEE REPORTS**

161 **7. CONSENT ITEMS**


- 162 **7.1. Approval of the February 12, 2025, City Council Meeting Minutes**
- 163 **7.2. Approval of the February 18, 2025 Planning Retreat Minutes**
- 164 **7.3. Approval of the February 24, 2025, City Council Special Session Minutes**
- 165 **7.4. Purchase of Public Works Vehicle – Streets & Stormwater (Resolution 2025-05)**


166  
167 Mayor Fullmer called for a motion. Councilmember Holdaway asked to remove consent item 7.4  
168 for discussion.  
169

170  **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO APPROVED CONSENT ITEMS  
171 7.1, 7.2, AND 7.3. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR  
172 FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, AND HOLDAWAY VOTED  
173 YES. COUNCILMEMBER SIFUENTES WAS EXCUSED. THE MOTION CARRIED WITH  
174 ONE ABSENT.  
175


176  **7.4 Purchase of Public Works Vehicle – Streets & Stormwater (Resolution 2025-05)**  
177

178  Mayor Fullmer called for questions.  
179

180  Councilmember Holdaway asked about the current trucks and why they were not equipped  
181 with snow removal blades. Public Works Director Naseem Ghandour replied that there were  
182 currently three (3) trucks that were equipped for snowplow operations but were also allocated to  
183 other departments. When they equip trucks for snowplow operation they do not get back their  
184 return on the investment. A discussion ensued.  
185

186  Public Works Director Nasseem Ghandour gave a brief presentation on the department and the  
187 reason for the request to enter into a lease agreement to replace a snowplow vehicle. A brief  
188 discussion ensued.

189  
190  Mayor Fullmer called for a motion.

191  
192  **Motion:** COUNCILMEMBER CAMERON MOVED TO ADOPT RESOLUTION 2025-05 AS  
193 PRESENTED. COUNCILMEMBER CLAWSON SECONDED THE MOTION. ROLL CALL WENT AS  
194 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, AND  
195 HOLDAWAY VOTED YES. COUNCILMEMBER SIFUENTES WAS EXCUSED. THE  
196 MOTION CARRIED WITH ONE ABSENT.

197  
198


## 199 **8. APPOINTMENTS/REMOVALS**


200 There were no appointments submitted.

201  
202


## 203 **9. BUSINESS ITEMS**

204 **9.1. PUBLIC HEARING - FY25 Budget Amendment #2 (Resolution 2025-04)**  
205 **Finance Director Kristie Bayles will present proposed amendments to the FY25**  
206 **Budget Vineyard City Fiscal Year 2024 – 2025 Budget Amendment #2**


207  
208  Mayor Fullmer called for a motion to go into a public hearing.


209  
210  **Motion:** COUNCILMEMBER HOLDAWAY MOVED TO OPEN THE PUBLIC HEARING  
211 AT 9:19 PM. COUNCILMEMBER CLAWSON SECONDED THE MOTION. MAYOR  
212 FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, AND HOLDAWAY VOTED  
213 YES. COUNCILMEMBER SIFUENTES WAS EXCUSED. THE MOTION CARRIED WITH  
214 ONE ABSENT.


215  
216 Mayor Fullmer turned the time over to Finance Director Kristie Bayles.

217  
218  Ms. Bayles reviewed the proposed amendments.


219  
220  Mayor Fullmer called for public comments.

221  
222  Ms. Evan asked about the Bluebeam license. Mr. Ghandour explained Bluebeam.


223  
224  Mayor Fullmer called for additional public comments. Hearing none, she called for a motion to  
225 close the public hearing.

226  
227  **Motion:** COUNCILMEMBER CLAWSON MOVED TO CLOSE THE PUBLIC HEARING  
228 AT 9:25 PM. COUNCILMEMBER CAMERON SECONDED THE MOTION. MAYOR  
229 FULLMER, COUNCILMEMBERS CAMERON, CLAWSON, AND HOLDAWAY VOTED  
230 YES. COUNCILMEMBER SIFUENTES WAS EXCUSED. THE MOTION CARRIED WITH  
231 ONE ABSENT.


232  
233

234  Mayor Fullmer called for questions from the council.


235

236  Councilmember Clawson asked for more details about the basement security door. Mr.  
237 Ghandour gave a brief explanation for the reason to protect the basement during afterhours.  
238 Councilmember Clawson asked about other options for the door. Ms. Bayles explained that  
239 AmeriCorps would provide an employee for to open the library in the evenings and on weekends  
240 and the door was to discourage people from doing downstairs. A discussion ensued.


241

242  Councilmember Cameron asked if door accounted for future use of the building. City Manager  
243 Eric Ellis replied that with the long-term use of the building it would allow them to break up the  
244 uses.


245

246  Councilmember Holdaway noted that he would not be supporting the amendment. He felt that  
247 it was not time to adjust the conference room. A discussion ensued.

248

249  Mayor Fullmer called for a motion.

250


251  **Motion:** COUNCILMEMBER CLAWSON MOVED TO ADOPT RESOLUTION 2025-04  
252 AS PRESENTED. COUNCILMEMBER CAMERON SECONDED THE MOTION. ROLL CALL  
253 WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS CAMERON, AND  
254 CLAWSON, VOTED YES. COUNCILMEMBER HOLDAWAY VOTED NO.  
255 COUNCILMEMBER SIFUENTES WAS EXCUSED. THE MOTION CARRIED THREE (3) TO  
256 ONE (1), WITH ONE (1) ABSENT.

257


### 258 **9.2. Discussion and Action - Settlement Agreement**

259 City Attorney Jayme Blakesley will present a settlement agreement.

260

261  Mayor Fullmer explained that this item was approved during the RDA meeting and needed  
262 ratified by the council. She then called for a motion.

263

264  **Motion:** COUNCILMEMBER CLAWSON MOVED TO APPROVE THE SETTLEMENT  
265 AGREEMENT AS PRESENTED. COUNCILMEMBER CAMERON SECONDED THE  
266 MOTION. ROLL CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS  
267 CAMERON, AND CLAWSON VOTED YES. COUNCILMEMBER HOLDAWAY VOTED NO  
268 COUNCILMEMBER SIFUENTES WAS EXCUSED. THE MOTION CARRIED WITH ONE  
269 ABSENT.

270

271

### 272 **9.3. DISCUSSION AND ACTION - Code of Conduct (Ordinance 2025-01)**


273 **(This item was continued from the January 14th and January 29th, City Council**  
274 **Special Sessions and the February 12, 2025 City Council Meeting.)**


275 City Attorney Jayme Blakesley will present a recommendation for a city council code  
276 of conduct. The mayor and City Council will act to adopt (or deny) this request by  
277 Ordinance.

278

279  Mayor Fullmer called for a motion to continue item 9.3 to the next meeting.

280


281  Councilmember Holdaway felt that he and Councilmember Clawson had had healthy  
282 conversations and appreciated working with him.

283  
284  **Motion:** COUNCILMEMBER HOLDWAY MOVED TO CONTINUE ITEM 9.3 TO THE NEXT  
285 REGULARLY SCHEDULED CITY COUNCIL MEETING. COUNCILMEMBER CLAWSON  
286 SECONDED THE MOTION. MAYOR FULLMER, COUNCILMEMBERS CAMERON,  
287 CLAWSON, AND HOLDAWAY VOTED YES. COUNCILMEMBER SIFUENTES WAS  
288 EXCUSED. THE MOTION CARRIED WITH ONE ABSENT.

289  
290  
291 **10. CLOSED SESSION**

292 No closed session was held.

293  
294  
295 **11. ADJOURNMENT**

296  
297  Mayor Fullmer adjourned the meeting at 9:35 PM.

298  
299  
300 **MINUTES APPROVED ON:** \_\_\_\_\_

301  
302  
303 **CERTIFIED CORRECT BY:** *Paula D. Spencer*  
304 **PAMELA SPENCER, CITY RECORDER**





## VINEYARD CITY COUNCIL STAFF REPORT

**Meeting Date:** March 12, 2025

**Agenda Item:** Purchase of Public Works Vehicle – Streets & Stormwater (Reapproving Resolution 2025-05 with the new lease agreement)

**Department:** Public Works

**Presenter:** Naseem Ghandor

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### **Background/Discussion:**

Staff seeks City Council reapproval for the finance-to-purchase of a new Public Works Streets Division vehicle under a 5-year financing agreement with Zions Bank. City Council approved the previous finance-to-purchase agreement during the February 26, 2025, city council meeting.

The new agreement with Zion Bank changes the type of lease-purchase agreement from "Bank Qualified" to a "Non-Bank Qualified" loan; the closing date is from March 5, 2025, to March 14, 2025; and the first payment will change from March 5, 2026, to March 14, 2026.

While there is no change to the loan agreement financing terms between Vineyard City and Zions Bank; the new agreement changes the type of loan for the Bank and is considered an administrative change.

### **Below is a summary of the change of loan-type:**

**Bank Qualified Loans:** These are loans where the lender (typically a bank) receives a tax benefit, such as an 80% tax deduction on the interest paid. They are typically limited to a certain amount (e.g., \$10 million) and are more attractive to banks, resulting in lower interest rates for borrowers.

**Non-Bank Qualified Loans:** These loans do not offer the same tax benefits to banks and can be for larger amounts. Since they lack tax incentives, they may come with higher interest rates for borrowers.

**Key Difference:** Bank-Qualified loans offer tax incentives for banks, making them more attractive and resulting in lower interest rates, while Non-Bank Qualified loans do not and may have higher rates.

### **Fiscal Impact:**

\$23,026.99 per Fiscal Year. Funds from the approved Fiscal Year Internal Services Fund budget

### **Recommendation:**

Staff recommends City Council to reapprove the F-550 lease-to-purchase agreement with Basin Upfitting and financing through Zions Bank.

### **Sample Motion:**

“I move that we adopt Resolution 2025-05, superseding the previous 2025-05, re-approving the lease-to-purchase agreement for the Public Works vehicle with Basin Upfitting and authorize financing through Zions Bank as outlined in the staff report.”

**Attachments:**

1. 21196 - EBY Quote
2. Vineyard City Lease Purchase Agt. 2.20.2025

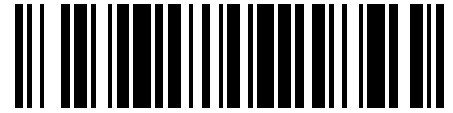
# Estimate



## Basin Upfitting

Basin Upfitting  
 2272 South 5600 West  
 West Valley, UT 84120  
 Phone: (385) 310-5477  
 Email: contact@basinupfitting.com

Order #	Date
S21196	02/05/2025



Bill To:
Vineyard City 125 South Main St. Vineyard City, UT 84059

Ship To:
Vineyard City 125 South Main St. Vineyard City, UT 84059

Customer: Vineyard City

Contact: Vineyard City

Sales Rep	Payment Terms	Date Scheduled
jt.fowler	COD	12/06/2024

make	model	VIN	Year	CA	Cab Size
Ford	F550	TBD	2025	84	Crew

Item #	Number	Description	Qty Ordered
1	SPL-ORDER-PART	8BD001012 9' x 97 1/4" BIG COUNTRY FLATBED	1 ea
2	SPL-ORDER-PART	SA00970 Big Country ICC Bumper for Cab & Chassis with 2-1/2" Receiver tube and integrated steps	1 ea
3	SPL-ORDER-PART	Gooseneck Ball Assy 30,000 lb Capacity, 34" Frame width for Cab Chassis	1 ea
4	SPL-ORDER-PART	Mudflap Rubber Dual Wheel 3/4"x22" x30" with mounting holes	2 ea
5	SPL-ORDER-PART	Weight Mudflap - EBY Logo - Dual Wheel S/S 22"W x 3/4"D x 5"H	2 ea
6	SPL-ORDER-PART	Mudflap Weight Hardware Kit	2 ea
7	ECCO-12-50004-ES	The sleek and versatile 12+ Pro Vantage Series can accommodate a wide range of vehicle types and duties. With more lightheads available, the Pro Vantage uses advanced ICE optics to maximize output and deliver focused warning. It delivers 64 flash patte	1 ea
8	ECCO-EZ1202	CONTROLLER,12+ PRO VANTAGE SERIES	1 ea
9	ECCO-A1234RMK	Lightbar Mounting Kit: 12 Series Ford Truck F150 2015-2017	1 ea
10	SPL-ORDER-PART	BUY - BP827054 70X54X82 INCH DIAMOND TREAD ALUMINUM L-PACK BACKPACK TRUCK BOX WITH OFFSET FLOOR 16.4 INCH OFFSET	1 ea
11		Subtotal	
12	State Contract Discount	MA4244	
13	TR-LABOR	Truck Labor	12 hr
14	Customer Vehicle	Ford F550 Crew Cab 84ca	1 ea

# Estimate



## Basin Upfitting

Basin Upfitting  
2272 South 5600 West  
West Valley, UT 84120  
Phone: (385) 310-5477  
Email: [contact@basinupfitting.com](mailto:contact@basinupfitting.com)

Order #	Date
S21196	02/05/2025



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

### WARRANTY DISCLAIMER:

For any warranty claims, please contact our main office before any work is performed to address the issue. Basin Upfitting will not cover any costs related to the claim unless a formal claim has been submitted and a visual inspection has been completed by an authorized Basin Upfitting employee. Our in-house warranty covers installation only. Claims related to manufacturer defects will be submitted by Basin Upfitting; however, all decisions regarding coverage or outcomes will be determined solely by the manufacturer and are beyond Basin Upfitting's control.

February 5, 2025 6:44:03 PM MST

<b>Subtotal:</b>	<b>\$95,822.04</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$95,822.04</b>



## NON-BQ UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: Vineyard City  
Address: 125 South Main Street  
City, State Zip: Vineyard City, UT 84059  
Attention: Kristie Bayles  
Public Finance Office: Finance Director  
County: Utah  
Amount: 95,822.04  
Rate: 6.42  
Maturity Date: March 14, 2030  
First Pmt Date: March 14, 2026  
Payment Dates: March 14  
Auto Extend: 5  
Governing Body: City Council  
Resolution Date: March, 2025  
Dated Date: March, 2025  
Day: 14th  
State: Utah

**\$ 95,822.04**  
**Vineyard City**  
**Non-BQ Lease Purchase Agreement**

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1. Non-BQ Lease/Purchases Agreement of the Vineyard City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

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Non-BQ LEASE/PURCHASE AGREEMENT

Dated as of March 14, 2025

by and between

**ZMFU II, INC.,**  
as Lessor

and

**VINEYARD CITY,**  
as Lessee

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## Non-BQ LEASE/PURCHASE AGREEMENT

THIS Non-BQ LEASE/PURCHASE AGREEMENT, dated as of March 14, 2025, by and between ZMFU II, INC., a corporation organized under the laws of the State of Utah, as lessor (the “Bank” or “Lessor”), and Vineyard City (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

### W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1 Definitions and Rules of Construction.** Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an “Obligation Instrument”), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank’s interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee’s execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee’s Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee’s counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.



(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the

Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

(B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a corporation duly organized, existing and in good standing under the laws of State of Utah, has the power to enter into this

Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

### ARTICLE III

#### AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on March 14, 2030, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

#### SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects,

breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

### INSURANCE

**SECTION 4.1 Insurance.** Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

**SECTION 4.2 Damage to or Destruction of the Leased Property.** If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V  
COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. **THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS.** In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with



or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with

respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

**SECTION 7.2 Remedies on Default**. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option, without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

**SECTION 7.3 No Remedy Exclusive**. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

**SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses**. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

**SECTION 7.5 Waiver of Certain Damages**. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZMFU II, INC.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Kirsi Hansen

If to the Lessee:

Vineyard City  
125 South Main Street  
Vineyard City, UT 84059  
Attention: Kristie Bayles

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease, or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this

Lease. The arbitrator or arbitrators shall have no authority to award punitive damages, or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZMFU II, INC.**, as Lessor

By: \_\_\_\_\_  
Authorized Officer

**VINEYARD CITY**, as Lessee

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

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of six and forty-two hundredths' percent ( 6.42 %) per annum calculated based on twelve 30-day months during a 360-day year.

**2. Payment Dates and Amounts.**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/14/2025	-	-	-	-	-
03/14/2026	16,856.55	6.420%	6,151.77	23,008.32	23,008.32
03/14/2027	17,938.75	6.420%	5,069.58	23,008.33	23,008.33
03/14/2028	19,090.41	6.420%	3,917.92	23,008.33	23,008.33
03/14/2029	20,316.02	6.420%	2,692.31	23,008.33	23,008.33
03/14/2030	21,620.31	6.420%	1,388.02	23,008.33	23,008.33
<b>Total</b>	<b>\$95,822.04</b>	<b>-</b>	<b>\$19,219.60</b>	<b>\$115,041.64</b>	<b>-</b>

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

One (1) Ford F-550 Trust

VIN \_\_\_\_\_

With the following equipment:

1	SPL-ORDER-PART	8BD001012 9' x 97 1/4" BIG COUNTRY FLATBED	1 ea
2	SPL-ORDER-PART	SA00970 Big Country ICC Bumper for Cab & Chassis with 2-1/2" Receiver tube and integrated steps	1 ea
3	SPL-ORDER-PART	Gooseneck Ball Assy 30,000 lb Capacity, 34" Frame width for Cab Chassis	1 ea
4	SPL-ORDER-PART	Mudflap Rubber Dual Wheel 3/4"x22" x30" with mounting holes	2 ea
5	SPL-ORDER-PART	Weight Mudflap - EBY Logo - Dual Wheel S/S 22"W x 3/4"D x 5"H	2 ea
6	SPL-ORDER-PART	Mudflap Weight Hardware Kit	2 ea
7	ECCO-12-50004-ES	The sleek and versatile 12+ Pro Vantage Series can accommodate a wide range of vehicle types and duties. With more lighthead available, the Pro Vantage uses advanced ICE optics to maximize output and deliver focused warning. It delivers 64 flash patte	1 ea
8	ECCO-EZ1202	CONTROLLER,12+ PRO VANTAGE SERIES	1 ea
9	ECCO-A1234RMK	Lightbar Mounting Kit: 12 Series Ford Truck F150 2015-2017	1 ea
10	SPL-ORDER-PART	BUY - BP827054 70X54X82 INCH DIAMOND TREAD ALUMINUM L-PACK BACKPACK TRUCK BOX WITH OFFSET FLOOR 16.4 INCH OFFSET	1 ea



EXHIBIT C

RESOLUTION OF GOVERNING BODY (Resolution 2025-05)

**A resolution approving the form of the Lease/Purchase Agreement with ZMFU II, INC., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The City Council (the “Governing Body”) of Vineyard City (the “Lessee”) has determined that the leasing of the property described in the Non-BQ Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of Vineyard City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this \_\_\_\_\_ day of March, 2025.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH

)

) ss.

COUNTY OF UTAH

)

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting  
\_\_\_\_\_ of Vineyard City (the "Lessee").  
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on \_\_\_\_\_, 2025 as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on \_\_\_\_\_, 2025.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT D  
Opinion of Lessee's Counsel

To: ZMFU II, INC.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

As counsel for Vineyard City (“Lessee”), I have examined duly executed originals of the Non-BQ Lease/Purchase Agreement (the “Lease”) dated this 14th day of March, 2025, between the Lessee and ZMFU II, INC., Salt Lake City, Utah (“Bank”), and the proceedings taken by Lessee to authorize and execute the Lease (the “Proceedings”). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the “State”).
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

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Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZMFU II, INC. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZMFU II, INC.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

Reference is made to the Non-BQ Lease/Purchase Agreement between the undersigned (“Lessee”), and ZMFU II, INC. (the “Bank”), dated March 14, 2025 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The vehicle identification number for each item of Equipment which is set forth on Exhibit “B ” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

**VINEYARD CITY**

By: \_\_\_\_\_  
(Authorized Signature)

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



**VINEYARD CITY COUNCIL STAFF REPORT**

**Meeting Date:** March 12, 2025

**Agenda Item:** Approval of the 2025 Town Hall Dates

**Department:** Administration

**Presenter:**

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**Background/Discussion:**

The City Council voted in 2024 to hold Town Halls on the third Tuesday in April and Sept and on the third Thursday in June and July. There is a Town Hall meeting scheduled for April 22, 2025, to discuss Mill Road projects.

Other dates: June 19, July 17, and September 16, 2025

**Fiscal Impact:**

N/A

**Recommendation:**

Staff recommends approving the Town Hall dates of April 22, June 19, July 17, and September 16, 2025.

**Sample Motion:**

"I move to approve the Town Hall schedule as presented."

**Attachments:**

None



**VINEYARD CITY COUNCIL STAFF REPORT**

**Meeting Date:** March 12, 2025

**Agenda Item:** PUBLIC HEARING - Consolidated Fee Schedule Amendment (Resolution 2025-06)

**Department:** Finance

**Presenter:** Maria Arteaga

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**Background/Discussion:**

Vineyard City occasionally updates the Consolidated Fee Schedule to adapt to changing costs. The changes proposed include clarifying language, an updated fee to the City's parking permit passes, as well as the addition of 3 new fees for recreation, including a youth street hockey league, youth pickleball league, and a wiffleball tournament. The impact fees will be re noticed for approval during the 3/26/25 city council meeting.

**Fiscal Impact:**

**Recommendation:**

**Sample Motion:**

**Attachments:**

1. RES 2025 -06 Consolidated Fee Schedule Amendments
2. Consolidated Fee Schedule Amendment 03.12.2025 Draft



**RESOLUTION NO. 2025-06**

**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 12<sup>th</sup> day of March 2025 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 12th day of March 2025.

**APPROVED:**

\_\_\_\_\_  
Julie Fullmer, Mayor

**ATTEST:**

\_\_\_\_\_  
Tony Lara, Deputy Recorder





## Consolidated Fee Schedule 2024-2025 Fiscal Year

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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 .....	13
Building Inspection Fees .....	14
Impact Fees .....	15
Pass-Through Fees .....	15
Water Meter & Connection Fees .....	16

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### ADMINISTRATIVE FEES

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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 \$1,000 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
<del>Annual Overnight parking Permit Fee</del> (Amount may be prorated per month)	<del>\$60</del>
City Council-Designated Local Residential Streets	\$20 Per Permit
City Council-Designated Amenity Roads	\$60
<del>Replacement Parking Permit Fee</del>	<del>\$25</del>

### RECREATION FEES

Adult Pickleball	\$50
Adult Soccer	Team - \$500 Individual - \$50
Adult Soccer Tournament	Team - \$160 Individual - \$20
Adult Tennis Clinic	\$50
Cornhole Tournament	Team - \$30 Individual - \$15
CUTA Tennis	\$100
E-Sports	\$50
Pickleball Tournament	Team - \$30 Individual - \$15
Race Registration	5k/10k - \$25 Kids 1k - \$10 Family Rate \$55 per household Group Rate - \$20 per person
Race T-Shirts	\$10
Senior Program	\$50
Spikeball Tournament	Team - \$30 Individual - \$15



Sports Trivia/Fantasy Class	\$50
Pee-Wee Sports Clinic	\$60
Youth Arts	\$50
Youth Baseball Clinic	\$50
Youth Basketball Clinic	\$55
Youth Coach Pitch	\$55
Youth Street Hockey League	\$65
Youth pickleball League	\$100
Wiffleball Tournament	\$100 - Team
Youth Flag Football	\$70
Youth Jr Jazz Basketball	\$100
Youth Kickball	\$50
Youth Machine Pitch	\$70
Youth Pickleball Programs	\$50
Youth Soccer Programs	\$75
Youth T-Ball	\$55
Youth Tennis Clinic	\$50
Youth Ultimate Frisbee	\$50
Youth Volleyball	\$90
Youth Wrestling	\$50
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



~~These rates will be effective January 1st, 2025~~

**UTILITY USE FEES\***

Water Base Rate ¾" Meter	\$30.99 first 5,000 gallons
Water Base Rate 1" Meter	\$43.39 first 5,000 gallons
Water Base Rate 1 ½" Meter	\$55.79 first 5,000 gallons
Water Base Rate 2" Meter	\$89.88 first 5,000 gallons
Water Base Rate 3" Meter	\$340.90 first 5,000 gallons
Water Base Rate 4" Meter	\$442.14 first 5,000 gallons
Water Base Rate 6" Meter	\$650.81 first 5,000 gallons
Water Base Rate 8" Meter	\$867.74 first 5,000 gallons
Water Multi-Family Residential Base Rate	\$18.20 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+)	\$2.03 per 1,000 gallons \$2.32 per 1,000 gallons \$2.86 per 1,000 gallons \$3.15 per 1,000 gallons
Commercial Water Usage Rates: Tier 1 (5,001 – 30,000) Tier 2 (30,001 – 100,000) Tier 3 (100,001+)	\$2.03 per 1,000 gallons \$2.86 per 1,000 gallons \$3.15 per 1,000 gallons
Sewer Base Rate	\$18.30 per month
Sewer Multi-Family Residential Base Rate	\$10.20 per unit per month
Sewer Usage Rate	\$5.97 per 1,000 gallons
Transportation Utility	\$3.50 Per ERU
Storm Water Utility	\$6.50 Per ERU
*Non-Vineyard Resident & Business Fee	Rate X2



Collections For Any Unpaid Utility Bill , Fees, or Civil Penalties	May be subject to collections if payment has not been made within 30 days of the due date at the cost of the resident
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**SANITATION FEES**

90-Gallon Residential Can	\$16.25
Second 90-Gallon Residential Can	\$10
Recycling Can	\$7.50
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
Large Park Pavilion Rental	\$75 for Resident, \$150 for Non-Resident
Large Park Pavilion Cleaning Deposit	\$75
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
Non-Existing Line Painting – Per Field	1-499 Feet - \$100 500-999 Feet - \$150 1500+ Feet - \$200
Remarking Line Painting – Per Field	1-499 Feet - \$50 500-999 Feet - \$60 1500+ Feet - \$80

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**SPECIAL EVENT FEES\***

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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
Children's Market	\$25





<del>Summer Celebration Food Vendor</del>	<del>\$100 per day</del>
<del>Summer Celebration Vendor Booth</del> in Vineyard Days Vendors	\$100
Boo-A-Palooza Vendor Fee	\$50
Bounce House Deposit	\$100
Food Truck Vendor	\$75 \$50-100
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)	City staff per person- \$35 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.

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### CODE ENFORCEMENT FEES

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Code Violation Fee (per calendar year from first offense)	1 <sup>st</sup> Offense - \$100 2 <sup>nd</sup> Offense - \$200 3 <sup>rd</sup> (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
Illegal Trash Dumping	\$250
Code Violation by City (via Contract Services)	Cost plus 10%

**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 (Based In Vineyard)	\$25 per truck
Retail	\$215
Service Related	\$150
Fire Inspection	Equal to Orem Fire's fee as dictated in Orem City's Fee Schedule
Accessory Dwelling Unit Re-Inspection Fee	\$85
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 Qualification	\$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

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### LAND USE APPLICATION FEES

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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 Additional Reviews	\$1,010 + \$2.50 per lot
Condominium Plat – New or Conversion	\$1,406 + \$25 per unit
Major Plat Amendment	\$1,706
Minor Plat Amendment	\$1,406
Neighborhood Plan	≥ 10 acres = \$2,663 < 10 acres = \$500
Planned Unit Development	\$1,000



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	\$1,000
Land Use Text Amendment	\$1,000
Land Use Map Amendment	\$1,000
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
Special Planning Commission Meeting	\$390 per meeting
Water Sampling	Lab Cost + 10% & \$300
Land Disturbance Permit	\$50 + \$20 per acre + \$30 per month
Land Disturbance Permit – Subdivision and Site Plan	Included in engineering inspection fees
Site Plans Technical Review	\$1,500 per application, first 50 plan sheets. Up to 3 revisions
Additional Site Plan Technical Review	\$65 per additional plan sheet or each sheet after 3 <sup>rd</sup> revision
Engineering/Public Works Inspection/Service Fees – Subdivision-Related	3% of certified bid tabulation, approved by Engineering Office
Engineering/Public Works Inspection/Service Fees – Non- Subdivision Related	\$150 per hour
Engineering/Public Works Re-Inspection Fees	\$150 per hour, 2-hour minimum



After Hours Engineering/Public Works (M-F between 5pm and 8am OR Saturdays, Sundays)	\$300 per hour, 2-hour minimum
New Street Light Install Fee	\$10,000 per light
Street Sign Fee	Cost plus 10%
Demolition	\$500 plan review fee
Encroachment Permit	\$150 plus \$1 per square foot of disturbed asphalt
Driveway Approach in Public Right-of-Way Inspection Fee (after Encroachment Permit)	\$250 for up to 2 inspections \$150 per reinspection
Vacuum Truck	\$250/hour, minimum of 2 hours
Fine for Use of Public Right of Way without Approved Permit	\$300 plus \$150 per hour
Infrastructure Construction Bond	Bond/Escrow account as determined by bid tabulation 110% Performance 10% Warranty
Final Grading Residential Lot Bond	\$1,000 up to 1 acre, \$500 each additional half acre
Building Relocation	\$500 Plan Review Fee
Full or Partial Road Closure Application	\$50 per Road Segment Plan Review Fee
City Barricades for Road Closure, if approved by the Public Works Director	\$150 Application Fee, \$75 per barricade per day. \$100 refundable deposit per set of barricades
Repair to Damaged Public Infrastructure (All Streets or Utilities) by Contract	Cost plus 10% Administrative Fee
Red Curb Request Application	\$50
Red Curb Paint	\$3 per linear feet



Diameter < or = 1"	\$500 per tree
Diameter > 1" and < or = 2"	\$750 per tree
Diameter > 2" and < or = 3"	\$950 per tree
Diameter > 3"	Cost assessed by City Arborist, minimum of \$1200 per tree

**BUILDING PERMIT FEES**

TOTAL VALUATION	FEE
\$1 to \$1,300	\$86
\$1,301 to \$2,000	\$86 for the first \$1,300; plus \$3 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$107 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	\$525 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	\$1,065 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	\$3,865 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000



\$5,000,001 and over	\$20,354 for the first \$ 5,000,000; plus \$2 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

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### BUILDING INSPECTION FEES

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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	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

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### IMPACT FEES

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

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

<sup>1</sup> ¾ inch water connection is 1 ERU

<sup>2</sup> Additional fees may apply to units with more than 5 bathroom equivalent drains

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

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

### PASS THROUGH FEES

Pass-Through Fee Administrative Cost	10% of the calculated fee (\$50 minimum, \$2,500 maximum) per facility
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 METER & CONNECTION FEES**

¾" Water Meter & Connection Fee	\$580
1" Water Meter & Connection Fee	\$795
1½" Water Meter & Connection Fee	\$1,240
2" Water Meter & Connection Fee	\$1,930
Water Meter Reconnect Fee	\$50
After Hours Fee (between 5pm and 8am)	Reconnect Fee plus \$150
Utility/Hydrant Meter Application Fee	\$20
Fire Hydrant Meter Rental Deposit	<del>\$2050</del> <b>\$2100</b>
Residential Daily Rental Rate – Fire Hydrant Meter (Residence Must have Certificate of Occupancy)	\$10 daily rental fee - Water will be billed at the residential water usage rate as shown on utility use fees
Water Usage Rate – Fire Hydrant Meter	Monthly rental rate will be at the base rate of a 3" meter with water usage to be billed at commercial water usage rates and will be billed monthly
Residential Construction Water	\$100 minimum
Non-Residential Construction Water	\$100 minimum
Unauthorized Connection to System	\$2,000 per occurrence
Unauthorized Opening of Meter Box	\$250 + \$300 for a min. of 2 hours of staff time
Water Main Flushing	Per commercial rate at 3X pipe volume per occurrence & \$150 per hour per utility tech

RESOLUTION NO. 2025-08

A RESOLUTION OF THE VINEYARD CITY COUNCIL ADOPTING A  
CODE OF CONDUCT

WHEREAS, pursuant to Utah Code Annotated Section 10-3-606, and Title 3 of Vineyard City Code, the Vineyard City Council desires to adopt a Code of Conduct to provide guidance to members of Vineyard City Council, Boards, Committees and Commissions; and

WHEREAS, the Vineyard City Council has determined that this Code of Conduct will provide detail of the ethical behavior and civil discourse that is required of public officials by state law; and

WHEREAS, the Vineyard City Council has determined that it is in the public interest and will promote the public welfare to adopt a Code of Conduct; and

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

Section 1. Adoption. The Code of Conduct, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted by the Vineyard City Council.

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 12th day of March 2025.

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Julie Fullmer, Mayor

Attest:

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Tony Lara, Deputy Recorder

Exhibit A  
Code of Conduct

DRAFT

# CODE OF CONDUCT

Vineyard City Council, Boards, Committees and Commissions

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## Introduction

Elected and appointed officials hold positions of trust and responsibility. This Code of Conduct establishes expectations for ethical behavior, accountability, and civil discourse to promote effective governance and public confidence (See [U.C.A. § 10-3-606](#)). It shall apply to all members of the city council, boards, committees, and commissions in the City of Vineyard. For the purposes of this Code of Conduct, “member” shall refer to all members of the city council, boards, committees, and commissions including the Mayor and Chair. Where a distinction is required, “presiding officer” shall refer to the Mayor or the Chair of a board, committee, or commission.

### 1. General Responsibilities

- a. **Commitment to Public Service:** Members shall prioritize the public good over personal interests. City Council members hold an elected office and as such, they may represent the positions on which they campaigned and were elected. Members shall arrive to meetings prepared to engage in civil discourse even when there are disagreements.
- b. **Respect for Others:** Members shall respect the collaborative nature of governance, ensuring that all voices are heard and treated with dignity.
- c. **Comply with the Law:** Members shall comply with the laws of the United States of America, the State of Utah, Utah County, and the City of Vineyard.
- d. **Oath of Office & Pledge of Professional Conduct:** At the time they are sworn into office, and in January of every year thereafter, all members of Vineyard City Council, boards, committees, and commissions shall sign the Pledge of Professional Conduct, committing to abide by this Code.

## Article I: Legal and Ethical Standards

These legal and ethical standards constitute clarification and reinforcement of the laws applicable to elected and appointed officials. These laws include but are not limited to the State Municipal Code ([U.C.A. § 10-1-101 et seq.](#)), Municipal Officers’ and Employees’ Ethics Act (“Ethics Act”) ([U.C.A § 10-3-1301 et seq.](#)), Government Records Access and Management Act (“GRAMA”) ([U.C.A § 63G-2-101 et seq.](#)) and Open and Public Meetings Act (“OPMA”) ([U.C.A § 52-4-101 et seq.](#)).

- A. Among these legal duties, members are required to observe these principles:
1. **Confidentiality:** Keep confidential information classified as controlled, private or protected in compliance with the GRAMA (See [U.C.A § 63G-2-201](#)).
  2. **Conflict of Interest:** Disclose any personal or financial interests that could influence decision-making in accordance with the Ethics Act.
  3. **Transparency:** Conduct all business in accordance with the OPMA.
  4. **Authority:** Respect your role and authority by respecting the role and authority of others. Do not act beyond your authority (See [U.C.A § 10-3b-403](#), as amended) [will change to [U.C.A § 10-3b-303](#) 1/1/2026]).
  5. **Abuse of Position:** In addition to the prohibitions in the Ethics Act, it is prohibited to use authority for personal gain by coercing an officer, municipal employee, business or municipal entity. This includes directing the work of staff beyond the authority of a member's office or position, or using staff services for personal purposes.

## Article II: Meeting Protocols

Meeting protocols in the Code of Conduct are to reinforce the OPMA and existing municipal code governing the administration of city meetings including Robert's Rules of Order (See [VMC § 3.04](#)). Unless otherwise specified, these rules apply to open and closed meetings only.

- A. **Personal Conduct:** Model professional conduct to peers, staff and the public in attendance by avoiding
1. Personal attacks which include but are not limited to:
    - a. Use of derogatory language (e.g. racist, sexist, homophobic or similar terms).
    - b. Criticism of physical appearance
    - c. Repeatedly interrupting other speakers which is counter to open dialog and debate. It is incumbent on the chair to provide opportunity for the voices of the public and all members to be heard in an organized manner.
    - d. The chair shall allocate a defined time for public comment.
    - e. The chair shall allocate a defined time for discussion and debate among members commensurate with the meeting agenda and complexity of the issue.
    - f. The chair shall allocate an equal share of the allocated time for discussion to each member so that the voices of all members may be heard.
  2. Foul language of any kind.

- B. Threatening language or behavior relating to safety:** Model safe conduct by avoiding threatening language or behavior. This includes but is not limited to:
1. Direct threats of violence or intimidation (e.g. “I know where you live,” “I want to punch you,” or “I’m going to make you regret that”).
  2. Direct gestures of violence or intimidation (e.g. raising a fist as if to strike, aggressively entering someone’s personal space without invitation).
  3. Direct threats of doxing or swatting, e.g. threats to release private information or to make false reports in order to instigate a response by law enforcement.

## Article III: Representation to the Public

Because they hold public offices, members have a legal responsibility to the public, and to follow laws applicable only to persons who hold public office (e.g. Utah Municipal Code, Ethics Act, OPMA and GRAMA). These duties include a requirement not to act beyond their authority when speaking as an official representative of the City. However, members are also private citizens and, as such, are guaranteed their First Amendment Rights to speak freely. It is important for the public to understand that members may speak and behave in both capacities. Maintaining public trust requires members to clearly distinguish between their actions as a duly elected or appointed public official and their actions as a private citizen, and to conduct themselves ethically and professionally in both. This section is to address the distinction and determine how members may signal when they are speaking as a representative of the city.

- A. Citizen and Representative Speech:** Members are guaranteed their First Amendment rights when speaking as a private citizen or when representing their position on an issue facing the city. It is best practice for members to make an effort to clarify the voice they are using in order to help the public understand how the member is communicating.
- B. Official Speech:** When communicating as an elected or appointed representative of the city, a member should
1. Follow the same conduct outlined in [Meeting Protocols § a. Personal Conduct](#).
  2. Accurately represent the official positions and decisions of the council which are those with a formal vote and therefore recognized as an official position of the council in a public meeting.
  3. A council member has the right to speak their mind about their individual position at any time and any place so long as they are not speaking or implying to speak for the entire body.
- D. Threatening Language or Behavior:** Members are held to the same standards for threatening language or behavior as outlined in [Article II: Meeting Protocols § B.2](#) when in public as they are in open meetings.

## Article IV: Violations

This Code of Conduct expresses standards for professional, lawful, and ethical conduct expected of members. Members are responsible for ensuring these standards are understood and potential violations are addressed. In addition, the presiding officer, has the responsibility to intervene when the chair observes actions of members that appear to be in violation of the Code of Conduct, or alleged violations are brought to the attention of the chair. By doing so, they ensure that the public can continue to have full confidence in the integrity of its municipal government.

### 1. Ethical Violations

- A. Ethical violations include any violations of the standards set forth in [Article I: Legal and Ethical Standards](#).
- B. All alleged ethical violations will be referred to the [Utah Political Subdivisions Ethics Commission](#).
- C. The process for submitting and ethics complaint is outlined in the [Utah Political Subdivision Ethics Commission](#).

### 2. Conduct Violations

- A. Conduct violations include any violations of [Article II: Meeting Protocols](#) or [Article III: Representation to the Public](#).
- B. All alleged violations of Article II: Meeting Protocols in an open meeting may be called as a Point of Order in accordance with [VCA 3.04.040](#) or Robert's Rules of Order.
  1. If Point of Order is called three (3) or more times and recognized by the chair for the same member and in the same meeting, the presiding officer may:
    - i. Call a recess and discuss the violations with the member privately.
    - ii. Document the number of points of order and who raised them.
    - iii. Call for a closed session at the next regularly scheduled session to discuss the violations as a council in accordance with U.C.A. § 52-4-205 Subsection [\(1\) \(a\)](#).
    - iv. Expel the member from the current meeting in accordance with [U.C.A. § 10-3-607 Subsection \(3\)](#).
  2. If Point of Order is called 3 or more times for the presiding officer, then the council, board, commission or committee may:
    - i. Call a recess and have a member of the body discuss the violations with the presiding officer privately.
    - ii. Document the number of points of order and who raised them.
    - iii. Call for a closed session to discuss the violations as a council in accordance with U.C.A. § 52-4-205 Subsection [\(1\) \(a\)](#).

- iv. Expel the presiding officer from the current meeting in accordance with [U.C.A. § 10-3-607 Subsection \(3\)](#).
- C. All alleged violations of Article III: Representation to the Public should be reported to the City Recorder, the City Attorney, the Mayor or any member of the City Council.
1. If a violation is alleged, and if permitted by OPMA, a member shall call for a closed session to address the allegations.
  2. This Code of Conduct is intended to promote ethical conduct and maintain public trust. No action taken in good faith to raise concerns about potential violations of this Code of Conduct shall be considered a violation of this Code of Conduct provided such action is taken in a respectful and professional manner.

## Article V: Consequences for Violations

- A. The council cannot take additional action on the same violation (i.e. there is no double jeopardy).
- B. The expectation is that the body escalates consequences upon repeated violations and not apply the most extreme consequence first.
- C. Formal consequences for violations of Article I: Legal and Ethical Standards shall be referred to and determined by the [Utah Political Subdivisions Ethics Commission](#), the Office of the County Attorney, and/or the Office of the Utah Attorney General.
1. Once the case is referred to the relevant authority, the body shall only be involved as directed by the relevant authority.
- D. Repeated or significant violations of [Article II: Meeting Protocols](#) and/or [Article III: Representation to the Public](#) may result in formal consequences.
1. Formal Complaint and Review Process
    - a. A formal complaint detailing the alleged violations shall be submitted in writing to the presiding officer of the public body or, if the presiding officer is the subject of the complaint, to the vice chair or mayor pro tempore.
    - b. The governing body shall schedule a meeting and closed session, as permitted by OPMA, to review the complaint and provide the accused member an opportunity to respond. The accused member may be represented by an attorney during the review meeting.
    - c. Following the review, the governing body may take action in a public meeting, including dismissal of the complaint, informal counseling, or formal consequences as outlined in this section.
  2. Adoption of Formal Consequences



- a. All formal consequences shall require a two-thirds (2/3) vote body in a public meeting.
  - b. Subject to a vote according to Article V.B.2.a. Formal consequences may include:
    - i. Formal public letter of censure signed by members or the presiding officer
    - ii. Expel the member from the current meeting in accordance with [U.C.A. § 10-3-607 Subsection \(3\)](#).
      - a. The expulsion of a member from the current meeting does not prevent the member from attending the next meeting.
    - iii. Referral to the State Ethics Commission, County Attorney and/or Attorney General.
    - iv. The accused member may appeal the action of the governing body to the State Ethics Commission, County Attorney and/or Attorney General.
3. Reconsideration of Consequences
- a. A member who has been subject to formal consequences may petition the governing body for reconsideration after a period of three (3) months of demonstrated compliance with this Code of Conduct.
  - b. Upon receipt of a petition, the governing body shall conduct a review to determine whether the member has adhered to the ethical and professional standards and whether modification or removal of the imposed consequences is warranted.
  - c. Reversal or modification of formal consequences shall require a super majority vote of the governing body in a public meeting.

## Article VI: Implementation and Training

- A. The Code of Conduct will be included in Council and board orientations.
- B. Members will receive annual training on ethical standards, meeting protocols, and public responsibilities.