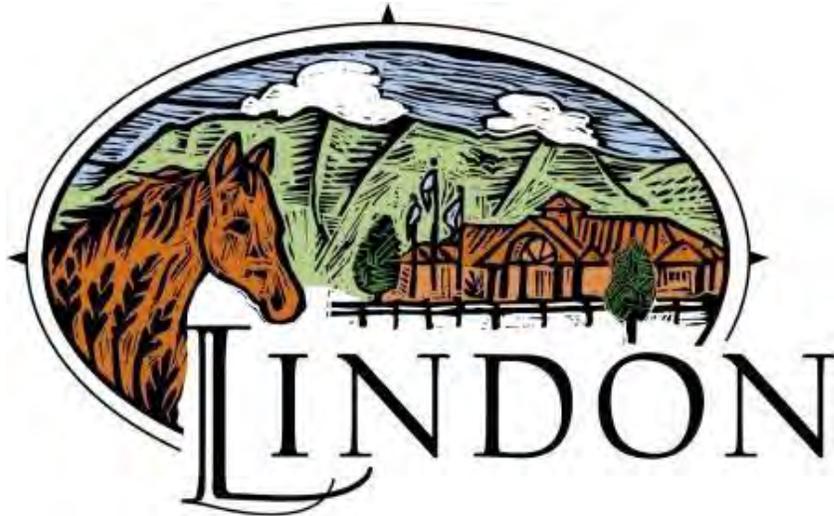


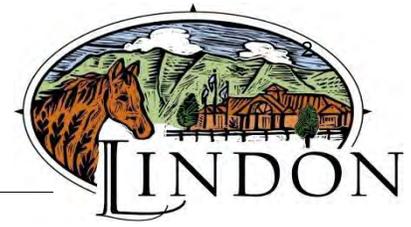
# Lindon City Council Staff Report



Prepared by Lindon City  
Administration

January 7, 2020

# Notice of Meeting of the *Lindon City Council*



The Lindon City Council will hold a meeting beginning at **7:00 p.m.** on **Tuesday, January 7, 2020** in the Lindon City Center Council Chambers, 100 North State Street, Lindon, Utah. The agenda will consist of the following:

Scan or click here for link to download agenda & staff report materials:



**REGULAR SESSION – 7:00 P.M.** - Conducting: Jeff Acerson, Mayor  
Pledge of Allegiance: By Invitation  
Invocation: Van Broderick

*(Review times are estimates only)*  
*(2 minutes)*

## 1. Call to Order / Roll Call

## 2. Presentations and Announcements

- a) Comments / Announcements from Mayor and Council members.
- b) **Oath of Office Ceremony:** Recently elected Councilmembers Carolyn Lundberg, Randi Powell and Mike Vanchiere will be sworn-into office. The Oath will be administered by City Recorder, Kathryn Moosman. The newly elected councilmembers will serve 4-year terms in office.

*(5 minutes)*

## 3. Approval of minutes: The regular City Council meeting of December 17, 2019, will be reviewed. *(5 minutes)*

## 4. Open Session for Public Comment *(For items not on the agenda)* *(10 minutes)*

## 5. Consent Agenda — *(Items do not require public comment or discussion and can all be approved by a single motion.)* *(5 minutes)*

- a) **Resolution #2020-1-R.** The Council will review and consider Resolution#2020-1-R approving the Mayor's recommendation for City Council Liaison assignments, Mayor pro tem appointments, RDA Board of Directors appointments, and newsletter article assignments for the 2020 calendar year.

## 6. PARC Tax Mini Grant Amendment. The Timpanogos Storytelling Institute was awarded a \$3,000 mini-grant from the PARC tax grant program and requests amending the grant to include a waiver of \$240 Community Center Rental Fees for one storytelling event. Staff recommends approving the amended grant award and waiving the rental fee. *(5 minutes)*

## 7. Review and Action – Police Department Vehicle Lease; Resolution #2020-2-R. Chief of Police Josh Adams requests city council approval of Resolution #2020-2-R allowing the Mayor and Staff to execute a lease agreement for replacement of 2 existing leased police vehicles. Zions Banks is facilitating the lease and requires a resolution of support prior to preparing final lease documents. Estimated annual payment for the newly leased vehicles is \$8,712.51. Funds for the leased vehicles were incorporated and approved as part of the FY2019-20 budget. *(10 minutes)*

## 8. Discussion Item – Lindon Days Grand Marshal. The city council will review and discuss possible names for the 2020 Lindon Days Grand Marshal. *(10 minutes)*

## 9. Discussion Item – Employee Compensation. Continued review and discussion of employee compensation programs. *(15 minutes)*

### Council Reports:

- |   |                    |
|---|--------------------|
| A) MAG, COG, UIA, Utah Lake Comm., ULCT, NUVAS, IHC Outreach, County Board of Health            | - Jeff Acerson     |
| B) Police/Fire/EMS, Emergency Mgmt., Irrigation Co. Representative/Board member, City Buildings | - Van Broderick    |
| C) Public Works/Engineering, Historic Commission, Administration, Building Const. & Inspection  | - Randi Powell     |
| D) Pleasant Grove/Lindon Chamber of Commerce, Economic Development, Lindon Days                 | - Carolyn Lundberg |
| E) Planning Commission/BOA, Planning/Zoning, General Plan, Transfer Station/Solid Waste Board   | - Mike Vanchiere   |
| F) Parks, Trails, and Recreation, Cemetery, Tree Advisory Board                                 | - Jake Hoyt        |

## Administrator's Report

*(10 minutes)*

## Adjourn

All or a portion of this meeting may be held electronically to allow a council member to participate by video conference or teleconference. Staff Reports and application materials for the agenda items above are available for review at the Lindon City Offices, located at 100 N. State Street, Lindon, UT. For specific questions on agenda items our staff may be contacted directly at (801)785-5043. City Codes and ordinances are available on the City web site found at [www.lindoncity.org](http://www.lindoncity.org). The City of Lindon, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for city-sponsored public meetings, services programs or events should call Kathy Moosman at 801-785-5043, giving at least 24 hours-notice.

**CERTIFICATE OF POSTING:**

I certify that the above notice and agenda was posted in three public places within the Lindon City limits and on the State (<http://pmn.utah.gov>) and City ([www.lindoncity.org](http://www.lindoncity.org)) websites.

Posted by: /s/ Kathryn A. Moosman, City Recorder

Date: January 3, 2020; Time: 12:00 p.m.; Place: Lindon City Center, Lindon Police Dept., Lindon Community Center

## **REGULAR SESSION – 7:00 P.M.** - Conducting: Jeff Acerson, Mayor

Pledge of Allegiance: By Invitation  
Invocation: Van Broderick

### **Item 1 – Call to Order / Roll Call**

January 7, 2020 Lindon City Council meeting.

Jeff Acerson  
Carolyn Lundberg  
Van Broderick  
Jake Hoyt  
Randi Powell  
Mike Vanchiere

*Staff present:* \_\_\_\_\_

### **Item 2 – Presentations and Announcements**

- a) Comments / Announcements from Mayor and Council members.
- b) **Oath of Office Ceremony:** Recently elected Councilmembers Carolyn Lundberg, Randi Powell and Mike Vanchiere will be sworn-into office. The Oath will be administered by City Recorder, Kathryn Moosman. The newly elected councilmembers will serve 4-year terms in office.

### **Item 3 – Approval of Minutes**

- Review and approval of City Council minutes: **December 17, 2019**

2 The Lindon City Council held a regularly scheduled meeting on **Tuesday, December 17,**  
 4 **2019, beginning at 7:00 pm** in the Lindon City Center, City Council Chambers, 100  
 North State Street, Lindon, Utah.

6 **REGULAR SESSION** – 7:00 P.M.

8 Conducting: Jeff Acerson, Mayor  
 Pledge of Allegiance: Jeff Acerson  
 10 Invocation: Jake Hoyt

12 **PRESENT** **EXCUSED**

Jeff Acerson, Mayor  
 14 Jacob Hoyt, Councilmember  
 Van Broderick, Councilmember  
 16 Carolyn Lundberg, Councilmember  
 Mike Vanchiere, Councilmember – arrived 7:20  
 18 Randi Powell, Councilmember  
 Adam Cowie, City Administrator  
 20 Brian Haws, City Attorney  
 Mike Florence, Planning Director  
 22 Kathryn Moosman, City Recorder

- 24 1. **Call to Order/Roll Call** – The meeting was called to order at 7:00 p.m.
- 26 2. **Presentations/Announcements** –
- 28 a) **Comments/Announcements from Mayor and Council** – There were no  
 announcements at this time.
- 30 b) **Presentation: Lindon Character Connection** – Kathy Allred was in attendance  
 to present awards to students for the 2019 Character Connection Program as  
 32 follows: Jason (Lindon Elementary) Responsibility for January, Emma (Lindon)  
 Forgiveness for February, Beth (Aspen Elementary) Respect for March, Valerie  
 34 (Aspen) Compassion for April, Maddi (Aspen ) Loyalty for May, Asher (Lindon)  
 Family Unity for June, Conner (Aspen) Family Fun for July, Joel (Lindon)  
 Community for August, Karsten (Lindon) Dedication for September, Brielle  
 36 (Lindon) Diversity for October, Jordyn (Lindon) Gratitude for November, Zoey  
 (Lindon) Love for December.
- 38 c) **Presentation: Utah Transit Authority (UTA)** – Trustee Kent Millington was in  
 attendance and discussed the UTA transit services, community engagement, and  
 40 future UTA service planning followed by discussion.
- 42 d) **Presentation: PG/Lindon Chamber of Commerce** – Chamber President, Eric  
 Jensen was in attendance and presented the PG/Lindon Chamber of Commerce  
 updates of membership and events followed by discussion.
- 44
- 46 3. **Approval of Minutes** – The minutes of the regular meeting of the City Council  
 meeting of December 3, 2019 were reviewed.

2 COUNCILMEMBER BRODERICK MOVED TO APPROVE THE MINUTES  
 4 OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 3, 2019 AS  
 AMENDED OR CORRECTED. COUNCILMEMBER POWELL SECONDED THE  
 MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

6 COUNCILMEMBER HOYT AYE  
 COUNCILMEMBER BRODERICK AYE  
 8 COUNCILMEMBER LUNDBERG AYE  
 COUNCILMEMBER VANCHIERE AYE  
 10 COUNCILMEMBER POWELL AYE  
 THE MOTION CARRIED UNANIMOUSLY.

12  
 14 **4. Open Session for Public Comment** – Mayor Acerson called for any public  
 comment not listed as an agenda item. There were no public comments.

16 **5. Consent Agenda Items** – There were no consent agenda items for approval.

18 **CURRENT BUSINESS**

20 **6. Review & Action – Financial Audit Report for Fiscal Year 2018-2019.**

22 Representatives from Keddington & Christensen, LLP and Lindon City Finance  
 Director, Kristen Colson, will present for the City Council's acceptance the city's  
 24 annual financial audit report, included as part of the Comprehensive Annual  
 Financial Report (CAFR) for fiscal year ended June 30, 2019.

26 Adam Cowie, City Administrator, led this agenda item by explaining in accordance  
 with State Law, the City is required to annually have a complete financial audit  
 28 performed by an independent auditing firm. Keddington & Christensen, LLP (K&C) has  
 performed the audit for the 2018-19 (FY2019) fiscal year ending June 30, 2019.

30 Mr. Cowie stated over the last several months Keddington & Christensen, LLP  
 has been reviewing the City's financial records, policies, and procedures. He noted K&C  
 32 are in attendance tonight to discuss the audit and any associated findings with the  
 Council. Mr. Cowie stated Staff recommends that the City Council accept the FY2019  
 34 audit as presented. He then referenced the FY2019 Annual Financial Statements included  
 as part of the CAFR and the Auditor's Supplementary Report. He then turned the time  
 36 over to the representatives from K&C and the Lindon City Finance Director to present  
 the report and answer any questions.

38 Mr. Phyl Warnock, representing Keddington & Christensen, was in attendance  
 along with Kristen Colson, Lindon City Finance Director to present the audit and any  
 40 associated findings with the Council. Mr. Warnock explained the Council is over the  
 financial governance of the city and is responsible for overseeing the financial audit.

42 Mr. Warnock stated their responsibility is to express opinions on these financial  
 statements based on their audit. They conducted the audit in accordance with generally  
 44 accepted auditing standards. Those standards require that they plan and perform the audit  
 to obtain reasonable assurance about whether the financial statements are free from  
 46 material misstatement.

2 Mr. Warnock explained an audit involves performing procedures to obtain audit  
4 evidence about the amounts and disclosures in the financial statements. The procedures  
6 selected depend on the auditor's judgment, including the assessment of the risks of  
8 material misstatement of the financial statements, whether due to fraud or error. In  
10 making those risk assessments, the auditor considers internal control relevant to the  
12 City's preparation and fair presentation of the financial statements in order to design  
14 audit procedures that are appropriate in the circumstances, but not for the purpose of  
expressing an opinion on the effectiveness of the City's internal control so, accordingly,  
they express no such opinion. An audit also includes evaluating the appropriateness of  
accounting policies used and the reasonableness of significant accounting estimates made  
by management, as well as evaluating the overall presentation of the financial statements.  
They believe that the audit evidence they have obtained is sufficient and appropriate to  
provide a basis for our audit opinions.

16 Mr. Warnock further stated they do not express an opinion or provide any  
18 assurance on the information because the limited procedures do not provide them with  
20 sufficient evidence to express an opinion or provide any assurance. Their audit was  
22 conducted for the purpose of forming opinions on the financial statements that  
collectively comprise Lindon City Corporation's basic financial statements. He noted the  
introductory section, combining and individual nonmajor fund financial statements,  
budgetary comparison schedules, and statistical section are presented for purposes of  
additional analysis and are not a required part of the basic financial statements.

24 Mr. Warnock stated in their opinion, the combining and individual nonmajor fund  
26 statements and budgetary comparison schedules are fairly stated in all material respects in  
28 relation to the financial statements as a whole. The introductory and statistical sections  
have not been subjected to the auditing procedures applied in the audit of the basic  
financial statements, and accordingly, they do not express an opinion or provide any  
assurance on them.

30 Mr. Warnock stated the purpose of the report is to describe the scope of their  
32 testing of internal controls over financial reporting and compliance and the results of that  
34 testing and not to provide an opinion on the effectiveness Lindon City Corporation's  
internal control over financial reporting or on compliance. That report is an integral part  
of an audit performed in accordance with Government Auditing Standards and should be  
considered in conjunction with this report in considering the results of the audit.

36 Mr. Warnock stated in planning and performing their audit of compliance, they  
38 considered the City's internal control over compliance with the state compliance  
40 requirements to determine the audit procedures that are appropriate in the circumstances  
42 for the purpose of expressing an opinion on compliance with those state compliance  
44 requirements and to test and report on internal control over compliance in accordance  
with the State Compliance Audit Guide, but not for the purpose of expressing an opinion  
on the effectiveness of internal control over compliance. Accordingly, they do not  
express an opinion on the effectiveness of the City's internal control over compliance.  
Mr. Warnock stated he is happy to report there were no findings during the audit this year  
and this is a very clean audit. They also appreciate the opportunity to do the audit for the  
city.

2 At this time, Mr. Warnock asked if there were any questions. There was some  
 4 general discussion with the Council on the report presented. Mr. Warnock stated city staff  
 is doing a great job and they enjoyed working with Ms. Colson and staff on the audit.

6 Ms. Colson mentioned the Comprehensive Annual Financial Report (CAFR) noting  
 she adds aspects to this report to make it more encompassing and the statistical section at  
 the end gives a 10-year view on a lot of issues. She noted she will send the report to the  
 8 Government Finance Officers Association for review for an award of which this will be the  
 9<sup>th</sup> year (if awarded). She noted the digital version will be on the city website for anyone to  
 10 have access to.

12 Mayor Acerson called for any further comments or discussion from the Council.  
 Hearing none he called for a motion.

14 COUNCILMEMBER VANCHIERE MOVED TO ACCEPT THE AUDIT  
 REPORT AS PRESENTED FOR FISCAL YEAR ENDED JUNE 30, 2019.

16 COUNCILMEMBER HOYT SECONDED THE MOTION. THE VOTE WAS  
 RECORDED AS FOLLOWS:

18 COUNCILMEMBER HOYT	AYE
COUNCILMEMBER BRODERICK	AYE
20 COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER VANCHIERE	AYE
22 COUNCILMEMBER POWELL	AYE

THE MOTION CARRIED UNANIMOUSLY.

- 24
- 26 7. **Closed Session — Closed Executive Session.** The Mayor and City Council  
 pursuant to Utah Code 52-4-205 may vote to enter into a closed executive session  
 for the purpose of discussion of pending or reasonably imminent litigation. This  
 28 session is closed to the general public.

30 COUNCILMEMBER POWELL MADE A MOTION TO ENTER INTO A  
 CLOSED EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING PENDING  
 32 OR IMMINENT LITIGATION. THIS SESSION IS CLOSED TO THE GENERAL  
 PUBLIC PER UTAH CODE 52-4-205. COUNCILMEMBER BRODERICK  
 34 SECONDED THE MOTION. THE VOTE WAS RECORDED AS FOLLOWS:

36 COUNCILMEMBER HOYT	AYE
COUNCILMEMBER LUNDBERG	AYE
COUNCILMEMBER BRODERICK	AYE
38 COUNCILMEMBER VANCHIERE	AYE
COUNCILMEMBER POWELL	AYE

40 THE MOTION CARRIED UNANIMOUSLY.

42 COUNCILMEMBER POWELL MADE A MOTION TO CLOSE THE  
 EXECUTIVE SESSION AND MOVE INTO THE REGULAR CITY COUNCIL  
 44 SESSION. COUNCILMEMBER LUNDBERG SECONDED THE MOTION. ALL  
 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

2 **COUNCIL REPORTS:**

4 **Councilmember Lundberg** – Councilmember Lundberg reported she attended a doTerra luncheon last week where one of the founders spoke on the growth of the company and  
6 new facility. She mentioned it would be great to call on doTerra for some strategic  
8 partnerships and donations for the city as they do have a philanthropic approach. She  
10 also reported Tabitha’s Way also spoke at the luncheon noting they have a huge outreach  
12 and they are a great charity; they also take volunteers and donations. She also mentioned  
14 the Valley Visioning survey currently out noting the parameters on the survey are very  
interesting; we will see where it goes. She reported several residents have come to her  
with concerns about the deer issue and some are indicating there are obstacles with  
having to pay the fee for the animal as it benefits an area at large.

16 **Councilmember Hoyt** – Councilmember Hoyt reported he had the opportunity to spend  
18 some time with Heath Bateman, Parks and Recreation Director, to get on board with his  
new assignment noting he appreciates the opportunity to serve.

20 **Councilmember Broderick** – Councilmember Broderick reported he is happy with the  
22 flashing stop signs on the trail; this shows we are trying to do what we can to minimize  
24 the safety hazards. He also reported he attended the Provo Bench Irrigation Canal  
meeting with the shareholders. He would hope the city agrees with the bylaws and feels  
it would be wise as a city (waterwise) to acquire some shares as to be a part of that  
process as more shares will be coming available.

26 **Councilmember Vanchiere** – Councilmember Vanchiere reported that Councilmember  
28 Hoyt will be taking over the Parks and Recreation assignment this new year. He will  
30 continue to attend the MHTN meeting and feels they are doing a marvelous job with a lot  
of good ideas and it is moving forward; they should have a finished product by the end of  
32 March. He also reported the North Pointe Solid Waste District approved their budget for  
the coming year and they also evaluated Roger Harper; things seem to be going well and  
34 they have a good group. He mentioned he will be going with Mike Florence, Planning  
Director on a tour of the city in coordination with his new assignment. He also mentioned  
he has been attending planning commission meetings.

36 **Councilmember Powell** – Councilmember Powell reported she attended the Engineering  
38 Coordination meeting with City Engineer, Noah Gordon and Staff Engineer, Trent  
Andrus that was very beneficial and informative. She also mentioned she enjoyed the  
employee Christmas party noting it was a well-done event.

40 **Mayor Acerson** – Mayor Acerson had nothing further to report.

42 **Administrator’s Report:** Mr. Cowie reported on the following items followed by  
44 discussion.

46 **Misc. Updates:**

- 2       • December Newsletter  
 4       • January newsletter article: Mike Florence - Article due to Kathy Moosman by end  
        of December  
 6       • Reminder that there's NO curb side pick-up for Christmas Trees  
        • Lindon Days Grand Marshall  
        • Misc. Items

8

**Upcoming Meetings & Events:**

- 10       • December 23<sup>rd</sup> – City offices close at noon  
 12       • December 24<sup>th</sup>-25<sup>th</sup> – Christmas Holiday – City offices closed  
        • January 1<sup>st</sup> – New Year's Holiday – City offices closed  
 14       • January 7<sup>th</sup> – Oath of Office administered to newly elected Council members  
        • January 20<sup>th</sup> – Martin Luther King Holiday – City offices closed  
 16       • January 29<sup>th</sup> – ULCT Local Officials Day with Legislature

16

18       Mayor Acerson called for any further comments or discussion from the Council.  
 Hearing none he called for a motion to adjourn.

20       Adjourn –

22       COUNCILMEMBER BRODERICK MOVED TO ADJOURN THE MEETING  
 24       AT 9:15 PM. COUNCILMEMBER POWELL SECONDED THE MOTION. ALL  
 PRESENT VOTED IN FAVOR. THE MOTION CARRIED.

26

Approved – January 7, 2020

28

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\_\_\_\_\_  
 Kathryn Moosman, City Recorder

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\_\_\_\_\_  
 Jeff Acerson, Mayor

**Item 4 – Open Session for Public Comment** *(For items not on the agenda - 10 minutes)*

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**Item 5 – Consent Agenda** – *Consent agenda may contain items which have been discussed beforehand and/or do not require significant discussion, or are administrative in nature, or do not require public comment. The Council may approve all Consent Agenda items in one motion, or may discuss individual items as needed and act on them separately.*

- a) **Resolution #2020-1-R.** The Council will review and consider Resolution#2020-1-R approving the Mayor’s recommendation for City Council Liaison assignments, Mayor pro tem appointments, RDA Board of Directors appointments, and newsletter article assignments for the 2020 calendar year.

**Sample Motion:** *I move to (approve, deny, continue) the consent agenda item(s) (as presented, or with changes).*

**RESOLUTION NO. 2020-1-R**

**A RESOLUTION APPROVING 2020 LINDON CITY MAYOR PRO TEM APPOINTMENTS, COUNCILMEMBER LIAISON ASSIGNMENTS AND APPOINTMENTS, AND REDEVELOPMENT AGENCY BOARD APPOINTMENTS, AND SETTING AN EFFECTIVE DATE.**

WHEREAS, the Municipal Council of Lindon City has need of appointing a Mayor pro tem to fill in for the Mayor when the Mayor is absent or otherwise unavailable; and

WHEREAS, the City Council and Mayor find it is appropriate to rotate the appointment of Mayor pro tem on a quarterly basis and that it is prudent to appoint such positions by resolution at the beginning of each calendar year; and

WHEREAS, Mayor Jeff Acerson recommends assignment and appointment of the Councilmembers to serve in various positions, boards, and committees, and to be a Council liaison for various aspects of the City as outlined in Exhibit A; and

WHEREAS, Secondary Councilmembers have been assigned to assist or fill in for a Councilmember who is absent or needs assistance with his or her assignments; and

WHEREAS, per this Resolution, the Mayor and City Council members shall all be appointed as Lindon City Redevelopment Agency (RDA) Board members; and

WHEREAS, other Mayoral appointments and assignments to citizens at large and/or staff members are also identified on Exhibit A; and

WHEREAS, Mayor Jeff Acerson recommends appointment of the Council members and other individuals as listed in Exhibit A to serve in the positions of Mayor pro tem, on the RDA Board, and other assignments and appointments as therein listed.

THEREFORE, BE IT RESOLVED by the Lindon City Council as follows:

1. That the identified individuals as outlined in the attached Exhibit A are appointed to fill the position of Mayor pro tem, fill various Councilmember assignments and/or other appointments as listed, and to be appointed as RDA Board members.
2. That the appointments and assignments contained herein are effective immediately upon passage.

Adopted and approved this 7<sup>th</sup> day of January, 2020.

By \_\_\_\_\_  
Jeff Acerson, Mayor

Attest:

By \_\_\_\_\_  
Kathryn A. Moosman, City Recorder

SEAL:

**2020 LINDON CITY MAYOR AND COUNCIL LIAISON ASSIGNMENTS  
RESOLUTION #2020-1-R**

**MAYOR JEFF ACERSON**

1. Mountainland Association of Governments (MAG) / Metropolitan Planning Organization (MPO)
2. Utah County Council of Governments (COG)
3. Utah Lake Commission Governing Board
4. Utah Infrastructure Agency (UIA) Board Member
5. Utah League of Cities and Towns Representative
6. Utah County Board of Health
7. IHC Outreach Committee
8. Lindon City Thanksgiving Dinner
9. North Utah Valley Animal Shelter Board (NUVAS)
10. Public Relations – (media contact as needed)

**COUNCILMEMBER JAKE HOYT (Secondary – Randi Powell)**

1. Parks, Trails, and Recreation
2. Cemetery
3. Tree Advisory Board
4. Other Duties as assigned

**COUNCILMEMBER CAROLYN LUNDBERG (Secondary – Mike Vanchiere)**

1. Pleasant Grove - Lindon Chamber of Commerce
2. Economic Development
3. Lindon Days
4. Other Duties as assigned

**COUNCILMEMBER RANDI POWELL (Secondary – Van Broderick)**

1. Public Works / Engineering
2. Historic Preservation Commission
3. Administration
4. Building Construction and Inspection
5. Other Duties as assigned

**COUNCILMEMBER MIKE VANCHIERE (Secondary – Carolyn Lundberg)**

1. Planning Commission / Board of Adjustment
2. Planning and Zoning
3. General Plan
4. Transfer Station and Solid Waste Board
5. Other Duties as assigned

**COUNCILMEMBER VAN BRODERICK (Secondary – Jake Hoyt)**

1. Police/Fire/EMS
2. Emergency Management
3. Irrigation Companies Representative / Board member
4. Facilities / Public Buildings
5. Other Duties as assigned

<b>MAYOR PRO-TEM – 2020</b>	
Jan. – March	Jake Hoyt
April – June	Carolyn Lundberg
July – Sept.	Randi Powell
Oct. – Dec.	Mike Vanchiere
<i>Secondary fills in if Mayor Pro-Tem is unavailable.</i>	

<b>Newsletter Articles – 2020</b>	
Jan. –	Mike Florence
Feb. –	Carolyn Lundberg
March –	Phil Brown
April –	Kristen Colson
May –	Van Broderick
June –	Brad Jorgensen
July –	Randi Powell
Aug. –	Jeff Acerson
Sept. –	Josh Adams
Oct. –	Adam Cowie
Nov. –	Mike Vanchiere
Dec. –	Heath Bateman
Jan 2021 –	Jake Hoyt

Staff appointments to boards and/or committees as follows:

- Adam Cowie, Lindon City Administrator: UTOPIA Board Member; Utah League of Cities and Towns Representative;
- Brad Jorgensen, Lindon Public Works Director: City representative on various canal and irrigation company boards;
- Michael Florence, Lindon Planning & Econ. Development Director: PG-Lindon Chamber of Commerce Board; MAG Technical Advisory Committee; Utah Lake Commission Technical Advisory Committee (or Mike’s appointee)
- Noah Gordon, Lindon City Engineer: MAG Technical Advisory Committee

- 6. PARC Tax Mini Grant Amendment.** The Timpanogos Storytelling Institute was awarded a \$3,000 mini-grant from the PARC tax grant program and requests amending the grant to include a waiver of \$240 Community Center Rental Fees for on storytelling event. Staff recommends approving the amended grant award and waiving the rental fee. (20 minutes)

**See attached materials.**

Heath Bateman, Parks & Recreation Director felt that not including the Community Center rental fee for the storytelling event was an oversight and should have been included as part of the original amount in the grant application award. He recommends that the City Council approve this \$240 fee waiver addition as part of an amended 2019 PARC tax mini grant award for the Timpanogos Storytelling Institute, bringing their total grant award value to \$3,240.

**Sample Motion:** *I move to (approve, deny, continue) the PARC Tax mini grant amendment to include the Community Center Fee Waiver for the Timpanogos Storytelling Institute (as presented, or with changes).*

*Lindon City Parks and Recreation*  
*Community Center Rental Fee Waiver/Reduction Request*



Effective Date: November 19, 2013

Related Policy: Fee Schedule

## **Purpose**

The purpose of this policy is to establish consistent operating guidelines for the Community Center Rental Fee Waiver and Reduction Requests by Community Organizations or groups.

## **Operating Guidelines**

- 1) Eligibility for Community Center Rental Fee Waivers or Reductions will only be considered for:
  - Not-for-Profit or volunteer based organizations that operate within the Utah County Area; and
  - Programs, activities or events that contribute to the social well-being of the community at large or address a broad community need. Programs, activities or events that benefit a single individual, family, or small group with limited scope will not be considered.
- 2) Only one request per organization/group will be considered in a calendar year.
- 3) Applications may be for partial or complete waiver consideration.
- 4) Waivers will be considered for approval based on the following criteria:
  - a. Financial impact of the waiver on Lindon City;
  - b. Availability of the facility requested;
  - c. Number of people impacted by the request;
  - d. The benefit to the social well-being of the community;
  - e. The community significance of the event or activity;
  - f. Promotion of cultural, heritage, social, or well-being of the community;
  - g. Organizations with an established history of service to the community;

Applicants may also be requested to address the following:

- i. Demonstration of financial need by producing current financial statements for their organizations;
  - ii. Identification of fundraising efforts to date or explain why fundraising is not a viable option; and,
  - iii. Explanation of the contributions of their group towards the event by way of volunteerism, in kind contributions and financial contributions.
- 5) Waivers will not be considered for the following:
    - a. Groups of a political nature;
    - b. School activities which are already supported through school districts or charter schools;

- c. Entertainment or social functions with no direct tangible benefit to the community at large;
- d. Events that would require extra City Staff or cause City Staff to work overtime hours;
- e. Projects, activities or events that stand to make a profit to their organization or are commercial in nature;
- f. Discriminatory activities or events or those that would incite hatred towards any group;
- g. Activities or events that are unlawful;
- h. Activities or events that are contrary to the policies of Lindon City; or
- i. Any other reason deemed unsuitable by the City at its sole discretion.

6) Process:

- a. Community Organizations or groups, must complete the Facility Rental Fee Waiver & Reduction Request Application available on-line, at the Community Center or at the Lindon City Center;
- b. For annual events, Facility Waiver Request applications are accepted after the first working day of January on each calendar year;
- c. For one time events, Facility Waiver Request Applications must be received a minimum of two months prior to the activity or event;
- d. All requests must be approved by the Parks & Recreation Director before being forwarded to the Lindon City Council who is the final granting authority;
- e. A representative(s) of the organization or group requesting the waivers are required to present their application in person during a regular meeting of the Lindon City Council; and
- f. If approved by the City Council, the user group/organization is responsible to contact the Lindon City Parks & Recreation Department and formally book the requested facility/facilities.

7) Successful applicants must agree to recognize the City's contribution to their project, activity or event in all related public information, including printed materials, social media and newspaper.

8) In approving the Recreation Facilities Rental Fee Waiver and Reduction Request, the City may impose such conditions or restrictions as it deems fit.

9) The City reserves the right to limit the number of waivers provided in total in a given year.

10) Approved fee waivers or reductions have no cash value and are not able to be redeemed for cash value, or traded for any other value. No cash donations or funds will be provided at any time in lieu of a waiver.

11) Groups/Organizations on the annual waiver list will be expected to submit a new application going forward should their request or event change from what has been proposed.


**Parks & Rec. Director – Recommendation:**

 Approve  Deny Date: 12-17-19

**City Council action:**

Approve Deny Date:

 Name of Organization: Timpanogos Storytelling Institute

 Contact Person: Marilee Clark

 Mailing Address: 957 E 70 S

 City: Lindon State: Utah Zip: 84042

 Phone Number: \_\_\_\_\_ Cell: 801-376-1457 Email: mclark@gmail.com

Name of Event: \_\_\_\_\_

 Date of the Function: Monday, January 13, 2020

## Describe the Event and associated goals:

Timpanogos Storytelling Institute will present storyteller Tim Lowry in a free public performance on Monday, January 13 at 7 pm at the Lindon Community Center. Tim Lowry made his Utah debut in 2015 at the Timpanogos Storytelling Festival. Lowry was a hit with Utah's storytelling audience, and since he has returned to our state several times for public and school performances, gathering fans with every performance. Tim Lowry is a teller of all kinds of tales--personal stories, historical stories, folk tales and stories from his home in South Carolina. We bring communities together to enjoy live story performances so that families, friends and neighbors can enjoy one of the oldest forms of both entertainment and communication. Those shared experiences bring listening audiences together, and also encourage community members to share their own stories with each other and strengthen ties.

## Describe the event Itinerary:

The event is 60 minutes long and consists of Tim Lowry's storytelling performance. This program is supported by the Lindon PARC program, and it is in conjunction with performances and workshops at two Lindon schools on January 13-14, 2020.

 Expected Attendance: 350-450 attendees

## Describe the Purpose of the Fee Waiver Request:

We appreciate our partnership with Lindon City over the last two years to bring the very best of American storytelling to your community and your schools. The response to these programs has been overwhelming, with hundreds of people attending performances by Kim Weitkamp and Bil Lepp. The costs for these tellers include their performance fees, airfare, lodging, and meals, and we've been grateful to Lindon for their partnership with us through the Lindon PARC program. As Timpanogos Storytelling Institute transitions into a partnership with Thanksgiving Point in 2020, and with the increase in rental costs for non-profit organizations, we request a waiver of the fee in 2020 to help us keep within our budget for this project.

Is the Project Annual: \_\_\_\_\_ Ongoing? \_\_\_\_\_ One-time event? \_\_\_\_\_

One time event, although we anticipate working with Lindon City in the future as opportunities arise.

Updated December 2019

**This amount should have been and was expected to be originally included in the PARC Tax Mini Grant application but was missed by the applicant. I suggest increasing the amount of their original award.**  
**Heath Bateman - Parks & Recreation Director**

Will there be fees charged for those attending and if so, what are the fees? <sup>2</sup>The event is free and open to the public  
 Is our organization prepared to share its current financial statement if requested? Yes

Amount of rental fee requested to be waived or reduced. \$ 240

See Fee Schedule Below

#### Fee Schedule for Community Center Rentals

	Resident/hr	Non-Resident/hr
Classroom	\$25	\$35
Gymnasium	\$50	\$60
CCA	\$45	\$55
South End SATURDAY ONLY (Includes Gym, Classroom 6 & Kitchen)	\$75	\$85
Commercial Rentals (Rental fee and additional fee)	\$100	\$100
Exceeding Rental Time is \$15 plus hourly rental rate for every 30 minutes past scheduled time.		

Is there any additional information you would like for us to consider when reviewing your application?

We have appreciated our partnership with Lindon City over the last two years, and we've enjoyed bringing our most popular tellers to your city. Lindon residents have been enthusiastic fans of storytelling performances, including 240 people who attended a free performance by Kim Weitkamp in January 2018, and 530 who enjoyed Bil Lepp's performance last January. We hope to continue to bring these storytelling standouts to Lindon; waiving the fee for the Community Center rentals will help us to do that. Thank you for considering our request.

- 7. Review and Action – Police Department Vehicle Lease; Resolution #2020-2-R.** Chief of Police Josh Adams requests city council approval of Resolution #2020-2-R allowing the Mayor and Staff to execute a lease agreement for replacement of 2 existing leased police vehicles. Zions Banks is facilitating the lease and requires a resolution of support prior to preparing final lease documents. Estimated annual payment for the newly leased vehicles is \$8,712.51. Funds for the leased vehicles were incorporated and approved as part of the FY2019-20 budget. (10 minutes)

**See attached materials.**

This is a similar police vehicle lease agreement process that has been approved in prior years. The City has budgeted the full cost of two F-150 trucks into this fiscal year budget, but only the annual payment (approx. \$8,712.51 for the 2 vehicles) will actually be spent. The City is required to account for the acquisition of the total vehicle costs even though they will be turned over after the lease.

Chief Adams has negotiated with Zions to lease these two vehicles for one-year only, then renew the entire 15-vehicle fleet all together next year (Jan 2021). In that way the entire fleet of 15 vehicles will turn over every other year. Grouping the leases together enables a lower interest rate. Leasing vehicles has been beneficial in the past by reducing initial capital outlay for vehicle purchasing, and ensuring quality and very low maintenance vehicles are available for emergency / public safety functions. Leasing higher end vehicle packages also enables better trade-in / buy-back value through the dealerships.

Zions Bank is financing the lease and requires a resolution prior to approving final lease documents. Staff is requesting that the Council approve the resolution and allow the Mayor to sign final lease documents.

See attached resolution and agreement for additional details.

**Sample Motion:** *I move to (approve, deny, continue) Resolution #2020-2-R allowing the Mayor and Staff to execute a lease agreement for replacement of 2 existing leased police vehicles (as presented, or with changes).*

**RESOLUTION NO. 2020-2-R**

**A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH COUNTY, UTAH, APPROVING THE FORM OF THE EQUIPMENT LEASE AGREEMENT WITH ZIONS FIRST NATIONAL BANK, SALT LAKE CITY, UTAH AND FINDING THAT IT IS IN THE BEST INTEREST OF LINDON CITY, UTAH TO ENTER INTO SAID AGREEMENT AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council (the “Governing Body”) has determined that a true and very real need exists for the leasing of the equipment described as two Police Vehicles; and

WHEREAS, the Governing Body understands this resolution is the first step in the process of the Equipment Lease Agreement and authorizes the Mayor to review the terms and conditions of the agreement to make them acceptable to Lindon City, Utah; and

WHEREAS, the Governing Body has taken the necessary steps including any legal bidding requirement, under applicable law to arrange for the leasing of such equipment under the Equipment Lease Agreement by using the State of Utah approved bidders list.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LINDON CITY, UTAH AS FOLLOWS:

- Section 1. The terms, as reviewed and approved by the Mayor, of said Equipment Lease Agreement are in the best interests of Lindon City, Utah for the leasing of the equipment described therein.
- Section 2. The Mayor and City Recorder are hereby authorized to execute and deliver the Equipment Lease Agreement and any related documents necessary to the consummation of the transactions contemplated by the Equipment Lease Agreement for and on behalf of Lindon City, Utah.
- Section 3. The officers of the Governing Body and Lindon City, Utah are hereby authorized and directed to fulfill all obligations under the terms of the Equipment Lease Agreement.

PASSED AND APPROVED by the City Council of Lindon City, Utah this 7<sup>th</sup> day of January 2020.

By \_\_\_\_\_  
Jeff Acerson, Mayor

Attest:

By \_\_\_\_\_  
Kathryn Moosman, City Recorder

SEAL:

COUNCIL MEMBERS VOTING AYE

COUNCIL MEMBERS VOTING NAY

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## Lindon City, Utah

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\$85,165.00 Equipment Lease Purchase

Dated: January 15, 2020

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#### Report

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## Lindon City, Utah

\$85,165.00 Equipment Lease Purchase

Dated: January 15, 2020

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
01/15/2020	8,577.52	-	-	8,577.52
01/15/2021	18,265.56	3.150%	2,412.51	20,678.07
01/15/2022	18,840.92	3.150%	1,837.14	20,678.06
01/15/2023	19,434.41	3.150%	1,243.65	20,678.06
01/15/2024	20,046.59	3.150%	631.47	20,678.06
<b>Total</b>	<b>\$85,165.00</b>	<b>-</b>	<b>\$6,124.77</b>	<b>\$91,289.77</b>

### Yield Statistics

Bond Year Dollars	\$194.44
Average Life	2.283 Years
Average Coupon	3.1500025%
Net Interest Cost (NIC)	3.1500025%
True Interest Cost (TIC)	-1.1587516%
Bond Yield for Arbitrage Purposes	-1.1587516%
All Inclusive Cost (AIC)	-1.1587516%

### IRS Form 8038

Net Interest Cost	3.1500025%
Weighted Average Maturity	2.283 Years

## Lindon City, Utah

\$85,165.00 Equipment Lease Purchase

Dated: January 15, 2020

### Bond Balance Report

Date	Principal	Coupon	Interest	Total P+I	Bond Balance
01/15/2020	8,577.52	-	-	8,577.52	76,587.48
01/15/2021	18,265.56	3.150%	2,412.51	20,678.07	58,321.92
01/15/2022	18,840.92	3.150%	1,837.14	20,678.06	39,481.00
01/15/2023	19,434.41	3.150%	1,243.65	20,678.06	20,046.59
01/15/2024	20,046.59	3.150%	631.47	20,678.06	-
<b>Total</b>	<b>\$85,165.00</b>	<b>-</b>	<b>\$6,124.77</b>	<b>\$91,289.77</b>	<b>-</b>

## Lindon City, Utah

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\$85,165.00 Equipment Lease Purchase

Dated: January 15, 2020

### Sources & Uses

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Dated 01/15/2020 | Delivered 01/15/2020

#### Sources Of Funds

Par Amount of Lease	\$85,165.00
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<b>Total Sources</b>	<b>\$85,165.00</b>
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#### Uses Of Funds

Deposit to Equipment Lease Purchase Fund	85,165.00
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<b>Total Uses</b>	<b>\$85,165.00</b>
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**UTAH FIXED EQUIPMENT LEASE**

Long Name of Entity: City of Lindon  
Address: 100 N. State Street  
City, State Zip: Lindon, UT 84042  
Attention: Joshua Adams

## Public Finance Office:

County: Utah  
Amount: 85,300.00  
Rate: 3.15  
Maturity Date: January 15, 2024  
First Pmt Date: January 15, 2020  
Payment Dates: January 15  
Auto Extend: 4  
Governing Body: City Council  
Resolution Date: January, 2020  
Dated Date: January, 2020  
Day: 15th  
State: Utah

**\$ 85,300.00**  
**City of Lindon**  
**Lease Purchase Agreement**

- 
- 
1. Lease/Purchases Agreement of the City of Lindon
  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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LEASE/PURCHASE AGREEMENT

Dated as of January 15, 2020

by and between

**ZIONS BANCORPORATION, N.A.,**  
as Lessor

and

**CITY OF LINDON,**  
as Lessee

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## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of January 15, 2020, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank”), and City of Lindon (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(1)(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.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest

components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “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 265(b)(3)(C) or (D) of the Code.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, 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 4 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 January 15, 2024, 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:

ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Kirsi Hansen

If to the Lessee:

City of Lindon  
100 N. State Street  
Lindon, UT 84042  
Attention: Joshua Adams

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.

**ZIONS BANCORPORATION, N.A.**, as Lessor

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

**CITY OF LINDON**, 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 three and fifteen hundredths percent (3.15%) per annum calculated based on actual number of days elapsed during a 360-day year.

**2. Payment Dates and Amounts.**

Date	Principal	Coupon	Interest	Total P+I
01/15/2020	8,712.51	-	-	8,712.51
01/15/2021	18,265.56	3.150%	2,412.51	20,678.07
01/15/2022	18,840.92	3.150%	1,837.14	20,678.06
01/15/2023	19,434.41	3.150%	1,243.65	20,678.06
01/15/2024	20,046.60	3.150%	631.47	20,678.07
<b>Total</b>	<b>\$85,300.00</b>	<b>-</b>	<b>\$6,124.77</b>	<b>\$91,424.77</b>

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

2020 Ford Truck, F-150 Series, VIN #1FTEW1E4XLKD32557

2020 Ford Truck, F-150 Series, VIN #1FTEW1E41LKD32558

## EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The City Council (the “Governing Body”) of City of Lindon (the “Lessee”) has determined that the leasing of the property described in the 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 City of Lindon 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 January, 2020.

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 City of Lindon (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 January 7, 2020, 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 \_\_\_\_\_, 2020.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_

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

Title \_\_\_\_\_

EXHIBIT D  
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

As counsel for City of Lindon (“Lessee”), I have examined duly executed originals of the Lease/Purchase Agreement (the “Lease”) dated this 15th day of January, 2020, between the Lessee and ZIONS BANCORPORATION, N.A., 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 ZIONS BANCORPORATION, N.A. as the lien holder]

## EXHIBIT F

## DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.  
 One South Main Street, 17<sup>th</sup> Floor  
 Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned (“Lessee”), and ZIONS BANCORPORATION, N.A. (the “Bank”), dated January 15, 2020, (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 serial 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:

**CITY OF LINDON**

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

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

8. **Discussion Item – Lindon Days Grand Marshal.** The city council will review and discuss possible names for the 2020 Lindon Days Grand Marshal. *(10 minutes)*

**See attached materials.**

## Lindon Days Grand Marshal's

YEAR	GRAND MARSHALS
1989	Mr. & Mrs Dean McAdams
1991	Leon & Zeona Walker
1992	Blaine & Ilene Batty
1993	Ray & Marjorie Walker
1994	Kenneth & Madge Gillman
1995	Louie Gillman and Thelma Gillman
1996	Kenneth McMillan
1997	Richard & June Cullimore
1998	Noal & Claudine Greenwood
1999	Reed & Mable Walker
2000	Darrell & Beth Frampton
2001	Robert & Shirley Matthews
2002	Garth & Eva E Gillman
2003	Charles & Ila Rodeback
2004	Master Sergeant Richard J Ovard James Anthony Montoya Captain Brent Thacker SSG Mary E Griffith HHC SSG Douglas V Olsen Brandon Kent Dupuis
2005	Larry & Linda Ellertson
2006	James A & Pamela Dain
2007	Harold & Elvie Erickson
2008	John Fugal
2009	Mark & Gainell Rogers
2010	Toby & Sandy Bath
2011	Gordon Taylor
2012	Ted & Erlene Lott
2013	Boyd & Barbara Walker
2014	David & Marilyn Thurgood
2015	Jon & Lindsey Bayless
2016	Don & Marsha Peterson
2017	Scott & Brenda Cullimore
2018	Lyle and Connie Lamoreaux
2019	Gary and Colleen Worthington
2020	

9. **Discussion Item – Employee Compensation.** Continued review and discussion of employee compensation programs. *(15 minutes)*

**Materials for discussion will be presented at the Council meeting.**

**Council Reports:***(20 minutes)*

- A) MAG, COG, UIA, Utah Lake Comm., ULCT, NUVAS, IHC Outreach, County Board of Health - Jeff Acerson
- B) Police/Fire/EMS, Emergency Mgmt., Irrigation Co. Representative/Boardmember, City Buildings - Van Broderick
- C) Public Works/Engineering, Historic Commission, Administration, Building Const. & Inspection - Randi Powell
- D) PG/Lindon Chamber of Commerce, Economic Development, Lindon Days - Carolyn Lundberg
- E) Planning Commission/BOA, Planning/Zoning, General Plan, Transfer Station/Solid Waste Board - Mike Vanchiere
- F) Parks, Trails, and Recreation, Cemetery, Tree Advisory Board - Jake Hoyt

**Administrator's Report***(10 minutes)***Misc. Updates:**

- January Newsletter: <https://media.rainpos.com/442/january20final.pdf>
- February newsletter article: Carolyn Lundberg - Article due to Kathy Moosman by end of January
- Upcoming meeting items: Meet w/ Legislators; Quarterly Reports by City Departments; Landscape Maintenance contract award; Parks, Trails, and Recreation Master Plan update; Moderate Income Housing presentation by Robert Vernon; Open & Public Meetings & Harassment Prevention training; Misc. Ordinance & Policy Manual updates.
- Job Openings at Public Works (Water Operators) and Community Center (Recreation/Senior Coordinator; program instructors; coaches; referees; lifeguards needed soon)
- Misc. Items

**Upcoming Meetings & Events:**

- January 9<sup>th</sup> – PG/Lindon Chamber, State of the Cities luncheon @ Stone Gate Event Center. 11:45am.
- January 20<sup>th</sup> – Martin Luther King Holiday – City offices closed
- January 29<sup>th</sup> – ULCT Local Officials Day with Legislature
- February 6<sup>th</sup> @ 6:00pm – Budget Kick-off Meeting w/ Council and Dept Heads
- April 22<sup>nd</sup>-24<sup>th</sup> – Utah League of Cities and Towns spring conference in St George

**ADJOURN**