



## MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on **Thursday, February 5, 2026**, starting at 7:00 PM in the **Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT**. The meeting will be streamed on YouTube, and the link to the meeting will be posted on [www.KaysvilleLive.com](http://www.KaysvilleLive.com).

Public comments during the meeting are only taken for Action Items, "Call to the Public", or public hearings. **Those wishing to speak during these times must sign up in person before the meeting begins.** Comments may also be submitted to the City Council via email to [publiccomment@kaysville.gov](mailto:publiccomment@kaysville.gov). Emailed comments will NOT be read aloud at the meeting.

### **CITY COUNCIL Q&A – 6:30 PM**

*The City Council will be available to answer questions or discuss any matters the public may have.*

### **CITY COUNCIL MEETING – 7:00 PM**

*The agenda shall be as follows:*

- 1) OPENING
  - a) Presented by Council Member John Adams
- 2) CALL TO THE PUBLIC (3 MINUTE LIMIT; MUST SIGN UP IN PERSON BEFORE THE MEETING BEGINS)
- 3) DECLARATION OF ANY CONFLICTS OF INTEREST
- 4) CONSENT ITEMS
  - a) Approval of Minutes from the December 18, 2025 City Council meeting
  - b) Approval of Minutes from the January 15, 2026 City Council meeting
  - c) Approval of a Lease/Purchase Agreement with Zions Bancorporation and Adoption of a Resolution Authorizing a Fire Ambulance
- 5) ACTION ITEMS
  - a) An Ordinance and Resolution Amending the City GRAMA Code (Chapter 3, Title 4) and the FY 2026 Consolidated Fee Schedule Related to GRAMA
- 6) WORK ITEMS
  - a) A Discussion Regarding Amendments to the Introductory Period for Newly Hired and Promoted Employees
  - b) A Discussion Regarding Amendments to the Electronic Meeting Code
- 7) COUNCIL MEMBERS REPORTS
- 8) CITY MANAGER REPORT
- 9) CLOSED SESSION
  - a) Closed Session to Discuss the Character and/or Competency of Individual(s), Pending or Reasonably Imminent Litigation, the Purchase, Sale, Exchange, or Lease of Real Property, Water Rights or Shares, and/or the Deployment of Security Personnel, Devices, or Systems, as Permitted under Utah Code § 52-4-205
- 10) ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services, or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235 at least 24 hours in advance of the meeting to be held.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Kaysville City Hall, Kaysville City website at [www.kaysville.gov](http://www.kaysville.gov), and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn). Posted on January 30, 2026.



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Annemarie Plaizier  
City Recorder

KAYSVILLE CITY COUNCIL  
December 18, 2025

Minutes of the regular Kaysville City Council meeting held on December 18, 2025, at 7:00 p.m. in the Council Chambers of Kaysville City Hall, located at 23 East Center Street, Kaysville, Utah.

Council Members Present: Mayor Tamara Tran, Council Member John Swan Adams, Council Member Mike Blackham, Council Member Abbigayle Hunt, Council Member Nate Jackson, and Council Member Perry Oaks

Others Present: City Manager Jaysen Christensen, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Community Development Director Melinda Greenwood, Assistant Finance Director Parker Godwin, Fire Chief Paul Erickson, Public Works Director Josh Belnap, Police Chief Sol Oberg, Information Systems Manager Ryan Judd, Information Systems Assistant Ardi Harsano, Warren Anderson, Aaron Hixon, Joshua McBride, Tom Kerr, Cindy Kerr, Laurene Starkey

**OPENING**

Mayor Tran opened the meeting and welcomed those in attendance. Council Member Oaks provided opening remarks reflecting on his decision to seek office and his experience serving on the City Council. He discussed gaining a greater understanding of the complexity of city operations and the work required to provide essential services often taken for granted by residents, including utilities and public services. He expressed appreciation for City staff, fellow council members, and residents, and emphasized the importance of civic engagement and public participation, even when viewpoints differ. Council Member Oaks thanked the residents of Kaysville for the opportunity to serve, acknowledged both the challenges and rewards of council service, and then offered the opening prayer and led the Pledge of Allegiance.

Mayor Tran subsequently recognized Council Member Oaks for his service, expressing appreciation for his leadership, perspective, and contributions during his four years on the Council. She highlighted the value of his military background and reflected on the collaborative nature of the Council and the relationships formed through shared work, discussion, and disagreement. Council Member Adams also offered brief remarks, expressing appreciation for Council Member Oaks' mentorship and friendship.

**CALL TO THE PUBLIC**

No individuals addressed the Council during the Call to the Public.

**PRESENTATIONS AND AWARDS**

**INDEPENDENT AUDITOR'S REPORT FOR FISCAL YEAR 2025**

Assistant Finance Director Parker Godwin introduced the City's annual independent audit,

explaining that the City is required to prepare and present an audit report to the City Council each year. He stated that the audit reviews the accuracy of the City's financial statements and confirms compliance with applicable laws and standards. Mr. Godwin acknowledged the efforts of City administrative staff and the independent auditors and introduced the City's auditing firm, HBME, along with auditors Warren Anderson and Aaron Hixson.

Warren Anderson of HBME, LLC presented the Fiscal Year 2025 audit and explained that the report includes three formal opinions: an opinion on the financial statements, internal controls, and compliance with state requirements. He stated that the auditors issued an unmodified, or clean, opinion, indicating that the City's financial statements are presented fairly in all material respects. He noted that the Management's Discussion and Analysis section provides additional context regarding the City's financial performance and changes during the fiscal year.

Mr. Anderson highlighted several key audit findings. He reported that Kaysville City carries no general obligation debt, noting that while such debt can be appropriate in some circumstances, its absence reflects the City's ability to meet operational needs and fund capital projects without relying on long-term liabilities. He also noted that the City's ARPA fund will no longer appear in future financial statements because all funds have been expended or fully assigned. Additionally, he identified that the sewer fund showed an operating loss in Fiscal Year 2025 based on the statement of cash flows and recommended that the City consider conducting a fee analysis to determine whether the loss was due to one-time expenses or whether fee adjustments may be necessary to ensure the fund covers its operating costs.

Council Member Adams asked for clarification regarding general obligation debt. Aaron Hixson of HBME explained that municipalities typically issue either revenue-backed bonds or general obligation bonds, the latter carrying greater risk because they are not tied to a dedicated revenue source. He noted that the State of Utah limits the amount of general obligation debt a municipality may carry and stated that Kaysville City's limited use of long-term debt reflects sound financial management. Mr. Hixson also stated that the auditors did not identify any strategic need for the City to issue additional bonds.

Council Member Blackham asked whether general obligation bonds obligate a municipality to raise taxes to repay the debt. Mr. Hixson explained that while taxes may be used, they are not the only repayment option and clarified that general obligation bonds differ from revenue bonds in that they are not secured by a specific revenue stream.

Council Member Hunt asked how Kaysville City's overall debt compares to other cities. Mr. Anderson stated that direct comparisons are difficult due to differences in population, geography, and operations, but noted that nothing in the City's financial profile appeared unusual for a city of its size.

Council Member Blackham asked whether the City's revenues exceed its expenditures and whether the City is in a strong financial position. Mr. Hixson stated that none of the City's funds are operating with a deficit fund balance and that revenues exceed expenditures overall. He noted that business-type funds generally show positive operational cash flow, but reiterated that the sewer fund is operating close to break-even and may be subsidized if current trends continue.

Additional discussion addressed interest rates on general obligation bonds and whether borrowed funds could be invested for higher returns. Mr. Hixson explained that arbitrage rules generally prohibit borrowing at subsidized government rates for investment purposes and advised against such an approach, noting that investment of unspent ARPA funds during a period of higher interest rates was a unique circumstance.

Mayor Tran thanked the auditors for their presentation and for responding to Council questions.

### **DECLARATION OF ANY CONFLICTS OF INTEREST**

No conflicts of interest were declared by any members of the City Council.

### **CONSENT ITEMS**

Council Member Adams made a motion to approve the following Consent Items:

- a) Approval of Minutes from the November 6, 2025 City Council Meeting.
- b) Approval of Minutes from the November 18, 2025 City Council meeting.
- c) Approval of Minutes from the November 20, 2025 City Council meeting.
- d) Approval of Minutes from the December 4, 2025 City Council meeting.
- e) A Resolution Authorizing Users to Access the Utah State Treasurer's Public Investment Fund Accounts.
- f) Appointment of David Moore as a Planning Commission Member.

Council Member Jackson seconded the motion.

The vote on the motion was as follows:

Council Member Hunt, Yea

Council Member Jackson, Yea

Council Member Oaks, Yea

Council Member Blackham, Yea

Council Member Adams, Yea

The motion passed unanimously.

Mayor Tran noted that Planning Commissioner Paul Allred would be retiring from the Planning Commission and recognized his many years of service to the city. She expressed appreciation for his contributions, expertise, and dedication during his time in that role.

### **ACTION ITEMS**

#### **AN ORDINANCE ENACTING TITLE 18, CHAPTER 2, SECTION 12 TO ADOPT THE UTAH WILDLAND URBAN INTERFACE CODE**

Fire Chief Paul Erickson presented the proposed ordinance adopting the Utah Wildland Urban

Interface (WUI) Code. He explained that the State Urban Interface map had been released earlier that day and reviewed how it applies to Kaysville. Chief Erickson identified areas of higher wildfire exposure east of U.S. Highway 89 and noted that, based on state classifications, approximately eight to fifteen homes would fall within the highest exposure category. He stated that, following discussions with state wildland officials and review of the map, the classifications should not result in fee assessments for Kaysville residents. Chief Erickson emphasized that adoption of the WUI code is required by state law enacted in March 2025 and signed by the Governor later that month, and that local discretion is limited. He further explained that adopting the code helps protect the City from potential liability if a wildfire were to originate on City property and spread.

Mayor Tran asked whether the recommendation included adoption of the accompanying map. Chief Erickson explained that while the statute does not explicitly require adoption of a map, state wildland officials recommended that municipalities adopt one. He noted that the map prepared for Kaysville aligns with state classifications and shows most of the city within moderate-risk categories, including vegetated areas along the east bench. He stated that the map had been included in the prior meeting packet and that minor wording adjustments would be made to the ordinance to appropriately reference the map prior to final execution.

Council Member Hunt asked whether adoption of the WUI code would affect residents' insurance coverage or rates. Chief Erickson explained that Kaysville has substantial defensible space around homes, particularly along the east bench, and does not meet the criteria associated with the highest wildfire risk categories that typically influence insurance decisions. He outlined defensible space requirements associated with different risk levels and stated that Kaysville homes generally exceed those minimum standards. He acknowledged that he does not conduct insurance assessments and cannot speak on behalf of insurance providers, but noted that the WUI code is primarily intended for heavily wooded areas with limited access and water supply, conditions not characteristic of Kaysville. Mayor Tran summarized that adoption of the code does not, by itself, place residents into a higher-risk insurance category and that insurance determinations are outside the City's control. Chief Erickson added that the primary local impact of adopting the WUI code is increased enforcement authority related to fire and building codes.

Council Member Jackson made a motion to approve the Ordinance enacting Title 18, Chapter 2, Section 12 to Adopt the Utah Wildland Urban Interface Code, including the adoption of the associated map. The motion was seconded by Council Member Oaks.

The vote on the motion was as follows:

Council Member Jackson, Yea  
Council Member Oaks, Yea  
Council Member Blackham, Yea  
Council Member Adams, Yea  
Council Member Hunt, Yea

The motion passed unanimously.

## A RESOLUTION ADOPTING THE 2025 KAYSVILLE CITY WATER CONSERVATION PLAN

Public Works Director Josh Belnap presented the proposed resolution adopting the 2025 Kaysville City Water Conservation Plan. He explained that state code requires the City to update its water conservation plan every five years and that this document serves as an update to the plan adopted in 2019. Mr. Belnap noted that the updated plan is significantly more comprehensive than the prior version and was developed internally by City staff without the use of outside consultants. He expressed appreciation for the Public Works and operations staff who contributed to its development. He explained that the plan outlines current water usage patterns, includes projections for future water demand, and details ongoing and future conservation efforts, with a key emphasis on education and outreach to residents and businesses to promote conservation and reduce utility costs.

Council Member Oaks commented on the importance of water conservation as the city continues to grow and the need to remain mindful of limited water resources. Mr. Belnap agreed, noting that reliable water service is often taken for granted and that continued education is essential to promoting responsible water use. Council Member Jackson expressed appreciation for the clarity and accessibility of the plan and thanked staff for their work in preparing it.

Council Member Oaks made a motion to approve the Resolution adopting the 2025 Kaysville City Water Conservation Plan, which was seconded by Council Member Hunt.

The vote on the motion was as follows:

Council Member Oaks, Yea  
Council Member Blackham, Yea  
Council Member Adams, Yea  
Council Member Hunt, Yea  
Council Member Jackson, Yea

The motion passed unanimously.

## A RESOLUTION AMENDING THE 2022 GENERAL PLAN TO INCLUDE CHAPTER 6: KAYSVILLE WATER USE AND PRESERVATION AS REQUIRED BY UTAH CODE §10-20-404, “GENERAL PLAN PREPARATION”

Community Development Director Melinda Greenwood presented the resolution amending the 2022 Kaysville General Plan to include a new Chapter 6 addressing water use and preservation, as required by state law. She explained that the amendment is part of recently enacted, state-mandated planning requirements related to water conservation. Ms. Greenwood stated that the draft chapter had been reviewed by the Planning Commission the prior week, during which a public hearing was held. She reported that two public comments were received: one from a resident expressing support for water conservation efforts and another consisting of questions regarding the plan. She noted that a letter from the resident had been forwarded to the Council prior to the meeting.

Ms. Greenwood reviewed the structure and content of the proposed chapter, explaining that it includes an introduction and purpose statement, technical information describing water uses and the number of service connections within the city, and an explanation of equivalent residential connections (ERCs). She stated that the chapter aligns with the Water Conservation Plan adopted earlier in the meeting, while also providing additional analytical tools to assist the City in evaluating future land use decisions. She highlighted a table prepared with assistance from the City's water system consultant that estimates average water use by land use type, which can be used to determine whether adequate water capacity exists when applications propose changes to land use designations. She also explained that the chapter identifies current data gaps related to secondary water usage and noted that once secondary water meters are installed and data becomes available, future five-year updates will allow for more detailed analysis.

Ms. Greenwood explained that the chapter outlines goals and objectives related to water conservation, including development patterns, methods to reduce water demand for both new and existing development, pricing and billing considerations for secondary water, and potential modifications to City operations. She stated that the chapter commits the City to continued coordination with Weber Basin and responsible water use as the city grows. She confirmed that the draft chapter had been reviewed by the State and determined to be compliant with statutory requirements, noting that it satisfies the four mandatory ("shall") elements required by state code, while optional provisions were included selectively to preserve flexibility. She further reported that the Planning Commission unanimously recommended approval of the amendment by a 4–0 vote.

Mayor Tran asked for clarification on the specific "shall" requirements under state law. Ms. Greenwood explained that the City is required to consider applicable regional water conservation goals, including recommended water conservation policies, review land use ordinances for consistency with water availability, and incorporate principles of sustainable landscaping. She confirmed that the City consulted with the applicable regional water provider and the Division of Water Resources and met all required elements. In response to a question regarding enforcement, Ms. Greenwood clarified that the General Plan is an advisory document and does not impose enforcement obligations. She noted that while the state required adoption of the chapter by a specific deadline, there is currently no ongoing compliance reporting requirement, though future oversight could occur.

Council Member Hunt raised concerns regarding specific language in the draft chapter under the section addressing future land use development with sustainable water demand, specifically language encouraging compact residential and mixed-use development patterns. She stated that she felt the language was redundant with existing portions of the General Plan and questioned whether it meaningfully advanced water conservation goals. She indicated support for removing the language if doing so would not affect compliance with state requirements. Ms. Greenwood responded that similar concepts are addressed elsewhere in the General Plan and stated that removing the language would likely not render the chapter non-compliant, though confirmation from the state would be appropriate. Council discussion generally favored keeping the chapter broad and avoiding unnecessary specificity.

Council Member Blackham expressed a preference for maintaining the General Plan as a flexible,

high-level document, cautioning against including detailed or prescriptive language that could become binding if future changes in state law elevate the legal effect of general plans.

Council Member Jackson asked about language requiring new developments that use culinary water for irrigation to enter into landscaping agreements limiting turf percentages. He expressed concern about the use of the term “require” without a defined percentage. Public Works Director Josh Belnap explained that the provision applies only in limited circumstances where secondary water service is not feasible and culinary water is used for irrigation. He stated that the intent is to prevent excessive turf areas in those situations and that no specific percentage was included in order to allow staff to evaluate proposals on a case-by-case basis using ERC calculations and water demand analysis.

Council Member Hunt asked whether the water demand projections used in the plan are sufficiently conservative to guide long-term development decisions, particularly given the lack of comprehensive secondary water data until metering is implemented. Mr. Belnap responded that the projections were intentionally conservative and that both ERC assumptions and projected gallons-per-acre estimates include a margin of safety. He stated that staff is confident the assumptions are adequate to prevent over-allocation of water resources while additional data is gathered in future years.

Mayor Tran briefly referenced long-term water supply considerations, including well development, and confirmed with staff that such options are not currently a priority. She emphasized the importance of long-term planning, noting that current residents benefit from decisions made decades earlier. Mr. Belnap acknowledged the comment and reiterated the City’s intent to continue planning conservatively.

Council Member Hunt made a motion to approve the Resolution amending the 2022 General Plan to include Chapter 6: Kaysville Water Use and Preservation, as required by Utah Code, with the modification that the previously discussed language encouraging compact residential and mixed-use development patterns be removed. The motion was seconded by Council Member Blackham.

The vote on the motion was as follows:

Council Member Blackham, Yea  
Council Member Adams, Yea  
Council Member Hunt, Yea  
Council Member Jackson, Yea  
Council Member Oaks, Nay

The motion passed with a vote of four to one.

Council Member Oaks stated that his concern was not with the immediate substance of the amendment, but with the potential for increased state involvement in local planning, particularly given the frequency with which moderate-income housing is referenced in the underlying state legislation. He expressed concern that the amendment could create future points of leverage for the state if general plans are later made binding. Mayor Tran acknowledged similar concerns,

noting that she had heard discussion at the state level regarding the possibility of general plans becoming binding in the future, though no specific process or timeline had been identified. She stated that the Council retains the ability to revisit and amend the General Plan in the future if needed.

## **WORK ITEMS**

### **REVIEW OF THE 2026 CALENDAR AND RELATED HOUSEKEEPING ITEMS**

City Manager Jaysen Christensen presented the proposed 2026 City Council meeting calendar and related scheduling items. He explained that the calendar was color-coded to clearly identify regular meetings, canceled meetings, and special work sessions, and that it was being presented early to allow council members to review dates and plan ahead.

Mr. Christensen highlighted several key elements of the calendar, noting that the January 1, 2026 City Council meeting would be canceled, resulting in a single regular meeting in January scheduled for Thursday, January 15. He also identified other canceled meetings reflected on the calendar, including the first meeting in April, which coincides with the Davis School District spring break.

Mr. Christensen explained that budget work sessions are proposed to continue in the same format used in prior years, with meetings held on Friday mornings. He noted that these sessions often extend several hours and are better suited to a daytime schedule rather than evening meetings.

Mr. Christensen also announced the return of “Kaysville University,” a training and orientation program for elected and appointed officials that had been offered in prior years. He explained that the program is planned as a seven-week series tentatively scheduled for Wednesday evenings beginning January 21. Each session would focus on one or more City departments and include tours of City facilities, such as power substations and water infrastructure. He stated that the program is intended primarily for elected and appointed officials and encouraged participation as schedules allow.

Council discussion focused primarily on the timing of the Friday budget work sessions. Council Member Hunt asked whether the sessions could begin at 9:00 a.m. rather than earlier in the morning. Mr. Christensen indicated that a 9:00 a.m. start time would work for staff and better accommodate family schedules. Mayor Tran and other council members indicated tentative agreement with the proposed start time.

Council Member Blackham asked whether Friday work sessions could be attended virtually if needed, and Mr. Christensen confirmed that virtual participation could be accommodated.

Mayor Tran expressed appreciation for having the full-year calendar available for review and planning.

## DISCUSSION ON AMENDING THE KAYSVILLE CITY RULES OF PROCEDURE AND ORDER

City Attorney Nic Mills presented proposed amendments to the City Council Rules of Procedure and Order. He explained that while Kaysville has not experienced significant issues during public meetings, municipalities across the country have seen an increase in political incivility. The proposed amendments were presented as a proactive effort to maintain orderly meetings while preserving the public's right to participate and express differing viewpoints.

Mr. Mills outlined three primary areas addressed by the proposed amendments. He explained that the changes clarify expectations for public comments by reaffirming the importance of free speech while providing clearer guidance regarding the scope and conduct of comments during meetings. He further explained that the amendments address the distribution of materials by directing that they be distributed in the lobby rather than in the council chambers in order to avoid disruptions during proceedings. He also explained that the amendments clarify rules regarding signs at meetings, allowing signs while establishing reasonable limitations on size and prohibiting signs mounted on poles or containing lighting, with the intent of maintaining safety, visibility, and order while still allowing residents to express their opinions.

Mayor Tran expressed appreciation for the proposed amendments, noting that feedback from other communities indicates that some residents feel intimidated attending public meetings when opinions are highly polarized. She stated that the proposed changes help protect public participation and free speech by establishing clear and fair guidelines.

Mr. Mills noted that Council Member Hunt had identified a typographical error in Rule 5 of the draft and stated that the correction would be included if the item returned as a formal action item. Council Member Jackson commented on language in the draft clarifying the mayor's authority to manage council discussion during meetings and expressed appreciation for the update.

Council Member Oaks made a motion to move the proposed amendments to the City Council Rules of Procedure and Order forward as an Action Item, which was seconded by Council Member Hunt.

The vote on the motion was as follows:

Council Member Adams, Yea  
Council Member Hunt, Yea  
Council Member Jackson, Yea  
Council Member Oaks, Yea  
Council Member Blackham, Yea

The motion passed unanimously.

## COUNCIL MEMBER REPORTS

Council Member Blackham informed the Council that Gary Hatch, Manager of the Davis County

Mosquito Abatement District, would be retiring after more than 30 years of service. He noted that Mr. Hatch previously worked for Salt Lake County before joining the Davis County program and described him as highly knowledgeable and an effective manager whose experience will be difficult to replace. Mayor Tran asked whether a retirement gathering was planned, and Council Member Blackham responded that one was unlikely, but encouraged expressions of appreciation for Mr. Hatch's service.

Mayor Tran shared brief updates, noting that the Fire Department recently hosted the City employee holiday party. She expressed appreciation for City staff and extended Christmas wishes as the year came to a close.

### **CITY MANAGER REPORT**

City Manager Jaysen Christensen provided a follow-up on the skate park discussion from the prior meeting, noting strong public interest and attendance. He explained that staff, led by Parks and Recreation Director Cole Stephens, had been communicating with both neighborhood representatives and members of the skate park community. Mr. Christensen stated that a meeting was scheduled for Tuesday, January 6, at 5:00 p.m. to continue those discussions.

Mr. Christensen explained that the do-it-yourself skate park features previously installed at Trapper's Field had been removed because they were not insurable under the City's risk coverage. He stated that the equipment was not professionally constructed or documented in a manner that would allow inspection or insurance approval, as confirmed with the Utah Local Government Trust. He clarified that while similar features may exist on private property, the concern was specific to liability associated with City-owned property. He noted that staff would continue exploring alternative options moving forward.

Mr. Christensen also informed the Council that the City plans to replace council iPads that are four years old or older, as many existing devices are becoming outdated. He asked council members to notify staff of any desired upgrades by the end of the year and confirmed that cellular data plans remain the responsibility of individual council members.

### **PRESENTATION TO COUNCIL MEMBER PERRY OAKS**

Mayor Tran expressed appreciation to Council Member Perry Oaks for his service on the City Council and presented him with a plaque acknowledging his dedication and years of service to Kaysville City.

### **ADJOURNMENT**

Council Member Adams made a motion to adjourn the regular City Council meeting at 8:19 p.m. The motion passed unanimously.

KAYSVILLE CITY COUNCIL  
January 15, 2026

Minutes of the regular Kaysville City Council meeting held on January 15, 2026, at 7:00 p.m. in the Council Chambers of Kaysville City Hall, located at 23 East Center Street, Kaysville, Utah.

Council Members Present: Mayor Tamara Tran, Council Member John Swan Adams, Council Member Mike Blackham, Council Member Abbigayle Hunt, Council Member Nate Jackson, and Council Member Joshua McBride

Others Present: City Manager Jaysen Christensen, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Fire Chief Paul Erickson, Police Chief Sol Oberg, Assistant Police Chief Seth Ellington, Lt. Paul Thompson, Lt. Preston Benoit, Officer Noelia Wallace, Officer Kenneth Nelson, Officer Castle Leota, Parks and Recreation Director Cole Stephens, Cemetery Sexton Jackie Hubbard, Information Systems Assistant Ardi Harsano, David Erhart, Susan Erhart, Bruce Nelson, Erin Nelson, Maryn Nelson, Aiden Nelson, Cole VanBeekum, Emmerson VanBeekum, Jill Dredge

**OPENING**

Mayor Tran opened the meeting and welcomed those in attendance. Council Member Hunt then provided opening remarks highlighting recent positive developments in the city. She referenced a meeting with residents who expressed interest in the possibility of a skate park and noted the enthusiasm and civic engagement demonstrated. She also highlighted a current art exhibit featuring the work of Connie McCormick Borup, a Kaysville resident, which was scheduled to remain on display at City Hall through March. Council Member Hunt further reflected on observing Public Works employees, along with police and fire personnel, working on Christmas Day, noting that this demonstrated the dedication and commitment of City staff. She expressed appreciation for resident involvement and City employees and welcomed Council Member McBride at his first meeting, acknowledging his willingness to serve and the commitment required of elected officials. Council Member Hunt then led the Pledge of Allegiance.

**CALL TO THE PUBLIC**

Jill Dredge addressed the Council regarding agenda item number seven, which involved proposed amendments to the City's GRAMA (Government Records Access and Management Act) code. She provided an overview of GRAMA under Utah Code Title 63G, Chapter 2, explaining its role in defining record classifications, establishing request procedures, and providing an appeals process. Ms. Dredge expressed concern that the proposed amendments would reduce local control and limit public access to records, stating that existing City provisions already comply with state law while providing clearer access. She referenced increased public use of GRAMA requests beginning in 2020, particularly related to elections, and cited prior legislative efforts that she believed sought to restrict GRAMA access. She also questioned the removal of a provision addressing penalties for denying or ignoring valid requests and asked the Council not to adopt the

amendments at that meeting, urging the preservation of transparency and the relationship between City officials and residents.

## **PRESENTATIONS AND AWARDS**

### **SWEARING-IN OF NEW KAYSVILLE POLICE OFFICERS: KENNETH TODD NELSON AND OFFICER CASTLE LEOTA**

Police Chief Sol Oberg introduced two newly hired officers of the Kaysville Police Department. He first introduced Officer Kenneth Todd Nelson, stating that Officer Nelson had recently graduated from the police academy and was scheduled to begin field training with the department in the coming weeks. Chief Oberg acknowledged the presence of Officer Nelson's family and noted that his son would assist with the badge pinning. City Recorder Annemarie Plaizier administered the Oath of Office to Officer Nelson. Following the oath, Chief Oberg noted Officer Nelson's early involvement in community events, including Shop with a Cop and other public activities, and stated that his engagement and performance at the police academy demonstrated strong potential as a new officer.

Chief Oberg then introduced Officer Castle Leota, explaining that Officer Leota joined the department with prior law enforcement experience. He stated that Officer Leota was hired from the Davis County Sheriff's Office and had an established professional reputation within Davis County, noting that his experience was a valuable addition to the department given recent hires of entry-level officers. City Recorder Annemarie Plaizier administered the Oath of Office to Officer Leota. Mayor Tran congratulated both officers and expressed appreciation for their willingness to serve the community, stating that the city was pleased to welcome them to the department.

### **PRESENTATION OF EMPLOYEE OF THE QUARTER AWARD TO JACKIE HUBBARD**

Parks and Recreation Director Cole Stephens presented the Employee of the Quarter award to Jackie Hubbard, the City's Cemetery Sexton. Mr. Stephens stated that Ms. Hubbard had served in the position since September 2024 and described the role as particularly challenging due to its frequent interaction with individuals and families during times of loss. He noted that Ms. Hubbard consistently demonstrated compassion, professionalism, and strong communication skills, and that she performed her duties above expectations. Mr. Stephens stated that despite a demanding start in the position, Ms. Hubbard had adapted quickly, taken ownership of her responsibilities, and exceeded expectations. Mayor Tran echoed the recognition, noting that she had received positive feedback regarding Ms. Hubbard's work and thanking her for her service to the community.

## **DECLARATION OF ANY CONFLICTS OF INTEREST**

No conflicts of interest were declared by any members of the City Council.

## **CONSENT ITEMS**

Council Member Adams made a motion to approve the following Consent Items:

- a) Approval of the Purchase of Lifepak Equipment for Wildland Deployments for the Kaysville Fire Department.
- b) A Resolution Approving an Agreement with J-U-B Engineers for Professional Services.

Council Member Jackson seconded the motion.

The vote on the motion was as follows:

Council Member Jackson, Yea  
Council Member McBride, Yea  
Council Member Blackham, Yea  
Council Member Adams, Yea  
Council Member Hunt, Yea

The motion passed unanimously.

Following the vote, Mayor Tran provided a brief clarification regarding consent agenda procedure, explaining that any discussion of a consent item would require its removal from the consent agenda and a separate motion and vote.

### **ACTION ITEMS**

#### **A RESOLUTION AMENDING THE KAYSVILLE CITY RULES OF PROCEDURE AND ORDER**

City Attorney Nic Mills introduced the resolution and reminded the Council that the item had been discussed previously as a work item during the December Council meeting and was now presented for formal action. He explained that the proposed amendments clarified limitations on materials that may be distributed by members of the public during Council meetings, designated an appropriate location for distributing materials, and addressed limitations on signs brought into meetings. Mr. Mills stated that no substantive changes had been made since the December discussion.

Council Member Hunt asked for confirmation that no changes had been made since the prior discussion. Mr. Mills confirmed that the only change was the correction of a minor typographical error previously identified.

Council Member Hunt made a motion to approve the Resolution amending the Kaysville City Rules of Procedure and Order, which was seconded by Council Member Adams.

The vote on the motion was as follows:

Council Member McBride, Yea  
Council Member Blackham, Yea  
Council Member Adams, Yea  
Council Member Hunt, Yea

Council Member Jackson, Yea

The motion passed unanimously.

## **WORK ITEMS**

### **DISCUSSION ON KAYSVILLE CITY GRAMA CODE AND FEE AMENDMENTS**

City Attorney Nic Mills introduced the item and explained that staff was recommending adoption of the state GRAMA code in place of maintaining duplicative provisions in the City Code. He stated that during a review related to proposed fee amendments, staff identified that many existing City GRAMA provisions were identical to state law, requiring ongoing review and updates whenever state code changed. Mr. Mills explained that this resulted in unnecessary administrative work and that adopting the state code would simplify the process while still allowing the City to adopt local provisions in the future if a departure from state law was desired.

Mr. Mills addressed concerns raised during public comment regarding the removal of local provisions related to denials and penalties. He explained that state law already included enforcement mechanisms and penalties for noncompliance with GRAMA requests, including sanctions against local governments. He also noted that the proposed amendments would remove the City Council as the appeal authority and instead rely on the state-level appeals board. Mr. Mills stated that the City had not previously received GRAMA appeals and that the state appeals board was better equipped to handle such matters due to its experience and established processes, which would reduce the burden on the Council and staff.

Mr. Mills further explained that the proposed amendments included adjustments to GRAMA-related fees, which would be incorporated into the City's consolidated fee schedule. He emphasized that the intent was not to discourage public access to records but to account for staff time required to fulfill requests, particularly given the City's limited staffing resources. He noted that fees would be calculated using the lowest-paid qualified staff member available to perform the work, consistent with state law.

Council Member Blackham asked for clarification regarding fee calculations, and Mr. Mills confirmed that staff time would be billed at the lowest applicable rate. Council Member Blackham also referenced long-standing provisions in the City Code stating that state or federal law would control in the event of a conflict, noting that this principle was not new, and Mr. Mills agreed.

Council Member Hunt asked several questions regarding the volume and nature of GRAMA requests. Mr. Mills explained that while the City did receive requests from individual residents, the majority—estimated at approximately 80 percent—came from corporate entities, particularly insurance companies requesting police reports and body camera or dash camera footage related to traffic accidents. He also described requests from out-of-state companies seeking records related to code enforcement activity and noted that staff worked to redact private citizen information when required.

Council Member Hunt also asked whether state GRAMA law functioned as a minimum or

maximum standard when it comes to what records are considered public. Mr. Mills explained that state law presumed records to be public unless they fell into specific protected, private, or controlled categories, including medical and mental health records, personal identifiers, financial information, and security-related records. He stated that while the City could theoretically designate additional records as public, staff did not believe it would be appropriate to release records classified by the state as private or protected. Council Member Hunt further asked about the impact of increased fees on transparency and whether fee waivers were available. Mr. Mills stated that he did not believe state law provided for waivers but explained that the fees were intended to encourage more narrowly tailored requests and to address requests that required significant staff time, such as broad requests spanning multiple years. He noted that even with fees, the City would continue to subsidize the cost of processing requests and that staff routinely worked with requesters to clarify and narrow requests when possible.

Mayor Tran asked clarifying questions regarding the rationale for the amendments, and Mr. Mills summarized that the primary purpose was to simplify the City Code by eliminating duplicative provisions and to address the resource impacts of high-volume and corporate requests through appropriate fees. Mayor Tran acknowledged concerns regarding transparency and noted that some of the issues raised might be more appropriately addressed at the state level.

Council Member Blackham asked whether records involved in litigation could be withheld absent a subpoena. Mr. Mills explained that certain private, protected, or controlled records could not be released under GRAMA but could be produced pursuant to a subpoena, which constituted a court order and superseded GRAMA restrictions.

Mayor Tran asked whether staff had recommendations for improving how residents submit GRAMA requests. Mr. Mills responded that staff generally worked collaboratively with residents to clarify and expedite requests and that most requesters were cooperative. He explained that staff often contacted requesters to better understand their needs, which frequently resulted in faster and more efficient responses, although requests would be processed as submitted if a requester chose not to narrow the scope.

Council Member Adams commented on the workload associated with reviewing police body camera footage, noting that staff were required to review footage in full to ensure that minors or sensitive information were not disclosed. He stated that this process was time-intensive, could not yet be reliably automated, and often fell on limited staff who also handled front-desk responsibilities. He expressed concern about using general tax revenues to cover extensive review work generated by large or broad requests and stated that reasonable fees helped ensure that costs were borne by those requesting the records rather than by taxpayers.

Council Member Adams then made a motion to this item to an Action Item.

Council Member Adams then made a motion to move the item forward as an Action Item. Council Member Hunt proposed a friendly amendment requesting that staff explore the possibility of a fee waiver under limited circumstances. Mr. Mills agreed to research the issue and, if not addressed in state law, to draft potential local language for Council consideration. Council Member Adams accepted the friendly amendment, and the motion was seconded by Council Member Jackson.

The vote on the motion was as follows:

Council Member Blackham, Yea  
Council Member Adams, Yea  
Council Member Hunt, Yea  
Council Member Jackson, Yea  
Council Member McBride, Yea

The motion passed unanimously.

### **COUNCIL MEMBER REPORTS**

Mayor Tran reported on the open house held earlier that evening for the Connie McCormick Borup art exhibit and commented on the continued development of the museum space within City Hall. She also announced the upcoming Youth City Council visit to the Utah State Capitol for “Local Officials Day at the Legislature” scheduled for January 21, noting the educational value of the experience and expressing appreciation for the coordination efforts involved.

### **CITY MANAGER REPORT**

City Manager Jaysen Christensen announced that Kaysville University would begin the following Wednesday at 6:00 p.m., marking the start of the City’s seven-week educational program. He explained that participation was flexible and that attendees were welcome to attend individual sessions based on interest. He stated that the first session would provide a general overview of City operations, presented by the City Manager, with City Attorney Nic Mills also providing legal background on how the City operates.

Mr. Christensen also announced that the City Council’s budget kickoff meeting was scheduled for the following Friday, January 23, at 9:00 a.m. He stated that the meeting would serve as a high-level introduction to the upcoming budget cycle, including a review of the prior year’s performance, the City’s current financial status, and initial strategic planning for the coming year.

### **ADJOURNMENT**

Council Member Adams made a motion to adjourn the regular City Council meeting at 7:39 p.m. The motion passed unanimously.

# CITY COUNCIL STAFF REPORT



**MEETING DATE:** February 5, 2026

**TYPE OF ITEM:** Consent Items

**PRESENTED BY:** Finance Director Maryn Nelson

**SUBJECT/AGENDA TITLE:** Approval of a Lease/Purchase Agreement with Zions Bancorporation and Adoption of a Resolution Authorizing a Fire Ambulance

## **EXECUTIVE SUMMARY:**

The Fiscal Year 2026 Budget includes the ongoing replacement of an ambulance through a capital lease purchase.

The total purchase price of the ambulance is \$372,947.00.

A resolution expressing the City's intent to finance it was approved on 8/7/2025 since the delivery of the ambulance was delayed and was causing delays in coordination of the lease.

The ambulance has been delivered, the invoice has been submitted for payment by the City, and the lease documents are prepared and ready to process pending approval tonight. Once approved, the City will be reimbursed per Resolution 25-08-02 approved 8/7/2025.

## City Council Options:

Approve, Table

## Staff Recommendation:

Approve

## Fiscal Impact:

\$372,947.00 from the Debt Service Fund

## ATTACHMENTS:

1. Lease Purchase Agreement & Resolution

## UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: Kaysville City  
Address: 23 East Center Street  
City, State Zip: Kaysville, UT 84037  
Attention: Maryn Nelson  
Public Finance Office: Finance/Administrative Services Director  
County: Davis  
Amount: 372,947.00  
Rate: 4.59  
Maturity Date: February 19, 2031  
First Pmt Date: February 19, 2027  
Payment Dates: February 19  
Auto Extend: 5  
Governing Body: City Council  
Resolution Date: February, 2026  
Dated Date: February, 2026  
Day: 19th  
State: Utah

**\$372,947.00**  
**Kaysville City**  
**Lease Purchase Agreement**

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

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LEASE/PURCHASE AGREEMENT

Dated as of February 19, 2026

by and between

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

and

**KAYSVILLE CITY,**  
as Lessee

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# TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>ARTICLE IX</b>
<b>DEFINITIONS AND EXHIBITS</b>	<b>MISCELLANEOUS</b>
SECTION 1.1 Definitions and Rules of Construction .....1 SECTION 1.2 Exhibits .....2	SECTION 9.1 Notices .....17 SECTION 9.2 System of Registration .....18 SECTION 9.3 Instruments of Further Assurance .....18 SECTION 9.4 Binding Effect .....18 SECTION 9.5 Amendments .....18 SECTION 9.6 Section Headings .....18 SECTION 9.7 Severability .....18 SECTION 9.8 Entire Agreement .....18 SECTION 9.9 Execution in Counterparts .....18 SECTION 9.10 Arbitration .....18 SECTION 9.11 Applicable Law .....19
<b>ARTICLE II</b>	
<b>REPRESENTATIONS COVENANTS AND WARRANTIES</b>	
SECTION 2.1 Representations, Covenants and Warranties of the Lessee .....3 SECTION 2.2 Representations, Covenants and Warranties of the Bank .....10	
<b>ARTICLE III</b>	
<b>LEASE; LEASE PAYMENTS</b>	
SECTION 3.1 Lease .....10 SECTION 3.2 Term .....10 SECTION 3.3 Termination .....10 SECTION 3.4 Lease Payments .....11 SECTION 3.5 Possession of Leased Property Upon Termination .....11 SECTION 3.6 No Withholding .....11 SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee .....11 SECTION 3.8 Net Lease .....12 SECTION 3.9 Offset .....12	
<b>ARTICLE IV</b>	
<b>INSURANCE</b>	
SECTION 4.1 Insurance .....12 SECTION 4.2 Damage to or Destruction of the Leased Property .....12	
<b>ARTICLE V</b>	
<b>COVENANTS</b>	
SECTION 5.1 Use of the Leased Property .....13 SECTION 5.2 Interest in the Leased Property and this Lease .....13 SECTION 5.3 Maintenance, Utilities, Taxes and Assessments .....13 SECTION 5.4 Modification of the Leased Property .....14 SECTION 5.5 Permits .....14 SECTION 5.6 Bank's Right to Perform for Lessee .....14 SECTION 5.7 Bank's Disclaimer of Warranties .....14 SECTION 5.8 Indemnification .....15 SECTION 5.9 Inclusion for Consideration as Budget Item .....15 SECTION 5.10 Annual Financial Information .....15	
<b>ARTICLE VI</b>	
<b>ASSIGNMENT AND SUBLEASING</b>	
SECTION 6.1 Assignment by the Bank .....15 SECTION 6.2 Assignment and Subleasing by the Lessee .....15	
<b>ARTICLE VII</b>	
<b>EVENTS OF DEFAULT AND REMEDIES</b>	
SECTION 7.1 Events of Default Defined .....15 SECTION 7.2 Remedies on Default .....16 SECTION 7.3 No Remedy Exclusive .....16 SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses .....16 SECTION 7.5 Waiver of Certain Damages .....17	
<b>ARTICLE VIII</b>	
<b>PREPAYMENT OF LEASE PAYMENTS IN PART</b>	
SECTION 8.1 Extraordinary Prepayment From Net Proceeds .....17 SECTION 8.2 Option to Purchase Leased Property .....17	

## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of February 19, 2026, 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" or "Lessor"), and Kaysville City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

### WITNESSETH:

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

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

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

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

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

## ARTICLE I

### DEFINITIONS AND EXHIBITS

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

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

"Bank" shall have the meaning set forth in the Preamble hereof.

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

"Code" means the Internal Revenue Code of 1986, as amended.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

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

- (a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.
- (b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.
- (c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an “Obligation Instrument”), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

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

- (A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**
- (B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

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

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

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

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

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

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

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

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

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

(l) General Tax and Arbitrage Representations and Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(K) This Lease and the Advances to be made pursuant hereto 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.

Either (check applicable box):

(I) No Reimbursement for Expenditures Incurred Prior to 60 Days Before the Date the Authorizing Resolution Was Adopted. No proceeds of this Lease and the Advances to be made pursuant hereto will be used to reimburse the Lessee for any expenditures incurred prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution.

- or -

(II) Prior Expenditures Will be Reimbursed; But No Reimbursement Resolution Was Adopted. If proceeds of this Lease and the Advances to be made pursuant hereto are to be used to reimburse the Lessee for expenditures incurred with respect to the Leased Property prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution, then proceeds of this Lease and the Advances made hereunder will be used to reimburse only those expenditures that are described below (collectively, "Reimbursable Expenditures"):

(a) **Subsequent Expenditures:** all expenditures incurred with respect to the Leased Property on or after the date the Authorizing Resolution was adopted; plus

(b) **Prior Expenditures:** the following types of expenditures incurred with respect to the Leased Property prior to the date the Authorizing Resolution was adopted:

(1) capital expenditures made no earlier than sixty (60) days before the Authorizing Resolution was adopted; plus

(2) "preliminary expenditures" as described in Section 1.150-2(f)(2) of the Regulations, not in excess of twenty percent (20%) of the aggregate "issue price" (as that term is defined in Section 1.148-1(b) of the Regulations) of this Lease for architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to the commencement of acquisition and/or construction of the Leased Property, other than land acquisition, site preparation, and similar costs incident to commencement of construction; plus

(3) the lesser of \$100,000 or five percent (5%) of the proceeds of this Lease.

- or -

(III) Reimbursement Resolution Has Been Previously Adopted for Reimbursement of Prior Expenditures. The Lessee has previously adopted the Reimbursement Resolution attached hereto as Exhibit \_\_\_\_ (the "Reimbursement Resolution") authorizing the reimbursement of "Reimbursable Expenditures," which are defined in the Reimbursement Resolution using the same definition of such term as in (II) above, and this Lease and the Advances to be made pursuant hereto will be used to reimburse only those expenditures pertaining to the Leased Property that qualify as "Reimbursable Expenditures" as so defined.

Any reimbursement pursuant to (I), (II), or (III) above of expenditures incurred prior to the date the Authorizing Resolution was adopted shall be evidenced by an allocation made by or on behalf of the Lessee in writing:

(1) not later than eighteen (18) months after the later of:

(x) the date the original expenditure is paid; or

(y) the date the Leased Property is "placed in service" (as that term is defined in Section 1.150-2(c) of the Regulations) or abandoned;

(2) but in no event more than three (3) years after the original expenditure is paid.

(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 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on February 19, 2031, 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 guarantees, 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 guarantees at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guarantees 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:

Kaysville City  
23 East Center Street  
Kaysville, UT 84037  
Attention: Maryn Nelson

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

**KAYSVILLE CITY, as Lessee**

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

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of four and fifty-nine hundredths' percent (4.59%) per annum calculated based on twelve 30-day months during a 360-day year.

**2. Payment Dates and Amounts.**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/19/2026	-	-	-	-	-
02/19/2027	68,049.12	4.590%	17,118.27	85,167.39	85,167.39
02/19/2028	71,172.57	4.590%	13,994.81	85,167.38	85,167.38
02/19/2029	74,439.39	4.590%	10,727.99	85,167.38	85,167.38
02/19/2030	77,856.16	4.590%	7,311.22	85,167.38	85,167.38
02/19/2031	81,429.76	4.590%	3,737.63	85,167.39	85,167.39
Total	\$372,947.00	-	\$52,889.92	\$425,836.92	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

Horton Emergency Vehicles 2025, Ford 603-1  
VIN 1FDUF5HT8SDA20144  
plus Equipment

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 Kaysville City (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 Kaysville City as follows:

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

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

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

Adopted and approved this \_\_\_\_ day of February, 2026.

By \_\_\_\_\_

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

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

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

Title \_\_\_\_\_

STATE OF UTAH

)  
) ss.  
)

COUNTY OF DAVIS

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

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 February 5, 2026, 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 February \_\_\_, 2026.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_\_ day of February, 2026

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 Kaysville City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated this 19th day of February, 2026, 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 Certificate 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 February 19, 2026 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

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

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

Lessee:

**KAYSVILLE CITY**

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

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

# CITY COUNCIL STAFF REPORT



**MEETING DATE:** February 5, 2026

**TYPE OF ITEM:** Action Item

**PRESENTED BY:** City Attorney Nic Mills

**SUBJECT/AGENDA TITLE:** An Ordinance and Resolution Amending the City GRAMA Code (Chapter 3, Title 4) and the FY 2026 Consolidated Fee Schedule Related to GRAMA

## **EXECUTIVE SUMMARY:**

Title 4, Chapter 3 of city code governs Government Records Access and Management. Much of the existing chapter restates or duplicates provisions already addressed in state law. In addition, the current code designates the city council as the City's records appeal board.

State law permits a municipality to either establish a local records appeals board or allow appeals to proceed directly to the Director of Government Records. Staff feels that using the city council as a records appeals board is not an efficient use of city resources and recommends: 1) eliminating the local appeals board provisions and 2) clarifying that appeals will be handled in accordance with state law.

Staff further recommends repealing provisions of Chapter 3 that restate or duplicate state law and replacing them with language that states the city will comply with the state GRAMA statute. This approach reduces redundancy and minimizes the risk of future conflicts or outdated code provisions.

Finally, staff proposes that all fees associated with GRAMA requests be listed in the City's consolidated fee schedule. As part of this update, new fees for email requests and 9-1-1 call records are proposed. State code allows fee waiver requests when releasing a record primarily benefits the public rather than a person; when the individual requesting the record is the subject of the records, or the requester's legal rights are implicated, and the requester is impecunious (UCA 63G-2-203(4)).

## City Council Options:

- 1) Approve as presented
- 2) Amend ordinance
- 3) Table the item for further discussion or review
- 4) Take no action

## Staff Recommendation:

The recorder, records clerks, and legal department recommend approval.

## Fiscal Impact:

The adoption of this resolution will have a minimal impact on revenue as most records requests are already charged a fee for staff time to compile the record.

ATTACHMENTS:

1. GRAMA Ordinance
2. Fee Schedule Resolution

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**ORDINANCE \_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 4 RELATED TO GOVERNMENT RECORDS ACCESS AND MANAGEMENT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City is subject to the Government Records Access and Management Act (GRAMA) found in Utah Code Title 63G, Chapter 2; and

**WHEREAS**, GRAMA establishes comprehensive statewide standards governing the classification, retention, access, and disclosure of public records; and

**WHEREAS**, City code currently includes provisions related to government records that duplicate, restate, or are otherwise addressed by GRAMA; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to eliminate unnecessary or redundant local provisions and to expressly provide that the City will comply with applicable state law governing government records.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF KAYSVILLE, UTAH:**

**SECTION I: Repealer.** If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

**SECTION II: Amendment.** Title 4, Chapter 3, shall be amended to read as follows:

**4-3-1 General Purpose.**

The City ~~adopts this policy~~seeks to establish guidelines for open government information recognizing the need to maintain and preserve accurate records, provide public access to public records, and preserve the right of privacy of personal data collected or received by the City.

**4-3-2 City Policy.**

~~In adopting this policy, the City recognizes the enactment of Government Records Access and Management Act by the Utah State Legislature (Sections 63-2-101 et seq., Utah Code Annotated, 1953) and the application of that Act to City records. The purpose of this Chapter is to conform to Section 63-2-701 which provides that each political subdivision may adopt an ordinance or a policy relating to information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The intent of this policy is to provide modifications to the general provisions of state law, where allowed, to meet the public needs, operation, management capabilities and resources of the City.~~

**4-3-3 Compliance with State Law.**

~~Unless otherwise expressly provided in this Chapter, the City adopts and shall comply with the Government Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2, as amended. If any provision of this Chapter conflicts with GRAMA, the state statute shall control.~~

~~In adopting this policy, the City recognizes the following sections of the Government Records Access and Management Act apply to the City and adopts by reference such provisions as part of this Chapter. Any inconsistency or conflict between this Chapter and the following referenced statutes shall be governed by the State statute.~~

<b>Part 1 General Provisions</b>	
§63-2-101	Short title
§63-2-102	Legislative intent
§63-2-103	Definitions
§63-2-104	Administrative Procedures Act not applicable
§63-2-105	Confidentiality agreements
<b>Part 2 Access to Records</b>	
§63-2-201	Right to inspect records and receive copies of
§63-2-202	Access to private, controlled and protected documents
§63-2-205	Denials
§63-2-206	Sharing records
<b>Part 3 Classification</b>	
§63-2-301	Records that must be disclosed
§63-2-302	Private records
§63-2-303	Controlled records
§63-2-304	Protected records
§63-2-305	Procedure to determine classification
§63-2-306	Duty to evaluate records and make designations and classifications
§63-2-307	Segregation of records
§63-2-308	Business confidentiality claims
<b>Part 4 [EXCLUDED]</b>	
<b>Part 5 [EXCLUDED]</b>	
<b>Part 6 Accuracy of Records</b>	
§63-2-601	Rights of individuals on whom data is maintained
§63-2-602	Disclosure to subject of records — Context of use
<b>Part 7 Applicability to Political Subdivision: The Judiciary and the Legislature</b>	
§63-2-701	Political subdivisions to enact ordinances in compliance with chapter
<b>Part 8 Remedies</b>	
§63-2-801	Criminal penalties
§63-2-802	Injunction — Attorney's fees
§63-2-803	No liability for certain decisions of a governmental entity
§63-2-804	Disciplinary action
<b>Part 9 Archives and Records Service</b>	
§63-2-903	Duties of a Governmental Entity
§63-2-905	Records declared property of the State
§63-2-907	Right to replevin
<b>Part 10 Other</b>	
§63-30-10.6	Attorneys' fees for records request

#### **4.3.4 Definitions.**

As used in this Chapter, the following definitions shall be applicable:

Act — Shall refer to the Government Records Access and Management Act §§63-2-101, et seq., Utah Code Annotated, 1953, as amended.

Computer Software Program — The series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the

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~~computer system, and any associated documentation, manuals, or other source materials explaining how to operate the software program. "Software" does not include the original data or record which is manipulated by the software.~~

Controlled—Records shall be those defined as controlled under provisions of the Act.

Data—Shall refer to individual entries (for example, birth date, address, etc.) in records.

Dispose—To destroy, or render irretrievable or illegible, a record or the information contained in it by any physical, electronic, or other means, including unauthorized deletion or erasure of electronically recorded audio, visual, non-written formats, data processing, or other records.

Non-Public—Records shall refer to those records defined as private, controlled, or protected under the provisions of the Act.

Private—Records shall refer to those records classified as private under the provisions of the Act.

Protected—Records shall refer to those records classified as protected under the provisions of the Act.

Public—Records shall refer to those records which have not been classified as non-public in accordance with the provisions of the Act.

Record—means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received, or retained by the City where all the information in the original is reproducible by some mechanical, electronic, photographic or other means. Record does not mean:

- a. Temporary drafts or similar materials prepared for the originator's personal use or prepared by the originator for the personal use of a person for whom the originator is working;
- b. Materials that are legally owned by an individual in a private capacity;
- c. Materials to which access is limited by the laws of copyright or patent;
- d. Junk mail or commercial publications received by the City or by an officer or employee of the City;
- e. Personal notes or daily calendars prepared by any City employee for personal use or the personal use of a supervisor or such notes, calendars or internal memoranda prepared for the use of an officer or agency acting in a quasi judicial or deliberative process or pursuant to matters discussed in a meeting closed pursuant to Utah Open Meetings Act; or
- f. Proprietary computer software programs as defined in Subsection e, above that are developed or purchased by or for the City for its own use.

(Ord. 21-07-03, 7/15/2021)

#### **4-3-54 Public Right to Records.**

1. Members of the public shall have the right to see, review, examine and take copies, in any format maintained by the City, of all City governmental records defined as "public" under the provisions of this Chapter, upon the payment of the lawful fee and pursuant to the provisions of this Chapter and the Act.
2. The City has no obligation to create a record or record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.

3. When a record is temporarily held by a custodial City agency, pursuant to that custodial agency's statutory functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purposes of this Chapter. The record shall be considered a record of the City and any requests for access to such records shall be directed to the City, rather than the custodial agency, pursuant to these procedures.
4. Original documents shall not leave the custody of the City. Document inspection will occur in the conference area of the administrative office building or such other area designated by the Records Officer. Private citizens will not be allowed in the vault where original documents are maintained. The appropriate documents and/or files given to the individual will be accounted for ~~subsequent to~~  
after the individual's inspection and prior to ~~his/her~~ departure from the City offices.

#### **4-3-6 Public, Private, Controlled and Protected Records.**

1. ~~Public records shall be all those City records that are not private, controlled, or protected and that are not exempt from disclosure as provided in Subsection 63-2-201(3)(b) of the Act. Public records shall be made available to any person. All City records are considered public unless they are (A) expressly designated, classified, or defined otherwise by the City in accordance with policies and procedures established by this Chapter, (B) are so designated, classified or defined by the Act, or (C) are made non-public by other applicable law.~~
2. ~~Private records shall be those City records classified as "private," as defined in the Act §63-2-302 (Utah Code Annotated, 1953, as amended) and as designated, classified, or defined in procedures established pursuant to this Chapter. Private records shall be made available to the following persons: The subject of the record, the parent or legal guardian of a minor who is the subject of the record, the legal guardian of an incapacitated individual who is the subject of the record, any person who has a power of attorney or a notarized release from the subject of the record or the legal representative of the subject of the record, or any person possessed of and serving a legislative subpoena or a court order issued by a court of competent jurisdiction.~~
3. ~~Controlled records shall be those City records classified as "controlled," as defined in the Act, §63-2-303 (Utah Code Annotated, 1953, as amended) and as designated, classified, or defined in procedures established in this Chapter. Controlled records shall be made available to a physician, psychologist, or licensed social worker who submits a notarized release from the subject of the record or any person presenting a legislative subpoena or a court order issued by a court of competent jurisdiction.~~
4. ~~Protected records shall be those City records classified as "protected" as defined in the Act, §63-2-304 (Utah Code Annotated, 1953, as amended) and as designated, classified or defined in procedures established in this Chapter. Protected records shall be made available to the person who submitted the information in the record, to a person who has power of attorney or notarized release from any persons or governmental entities whose interests are protected by the classification of the record, or to any person presenting a legislative subpoena or a court order regarding the release of the information and issued by a court of competent jurisdiction.~~

*(Ord. 21-07-03, 7/15/2021)*

#### **4-3-75 Privacy Rights.**

1. The City recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records.
2. The City may, as determined appropriate by the City Manager, notify the subject of a record that a request for access to the subject's record has been made.

3. The City may require that the requester of records provide a written release, notarized within thirty (30) days before the request, from the subject of the records ~~in question~~ before access to such records is provided.

#### **4-3-86 Designation, Classification, and Retention.**

All City records and record series, of any format, shall be designated, classified and scheduled for retention according to the provisions of ~~the ActGRAMA~~ and this Chapter. ~~Any records or record series generated in the future shall also be so designated, classified and scheduled for retention. Records designation classification and scheduling for retention shall be conducted under the supervision of the City Manager~~Unless otherwise expressly designated in the city's records retention schedule maintained by the state archives, all city records shall be classified and retained in accordance with the State Records Retention Schedule. Records designation, classification, and retention scheduling shall be conducted under the supervision of the City Manager.

#### **4-3-97 Procedures for Records Request.**

1. ~~Under circumstances in which the City is not able to respond immediately to a records request, the A records~~ requester shall fill out and present the City a written request on forms provided by the City. The date and time of the request shall be noted on the written request form and all time forms provided under this Chapter shall commence from that time and date. ~~Requesters of non-public information shall adequately identify themselves and their status prior to receiving access to non-public records.~~
2. ~~The City may respond to a request for a record by approving the request and providing the records, denying the request, or such other appropriate response as may be established by policies and procedures.~~
  - a. ~~In most circumstances and excepting those eventualities set out below, the City shall respond to a written request for a public record within ten (10) business days after that request.~~
  - b. ~~Extraordinary circumstances shall justify the City's failure to respond to a written request for a public record within ten (10) business days and shall extend the time for response thereto to that time reasonably necessary to respond to the request, as determined by the City Manager.~~  
~~Extraordinary circumstances shall include, but not be limited to, the following:~~
    - i. ~~Some other governmental entity is currently and actively using the record requested;~~
    - ii. ~~The record requested is for either a voluminous quantity of records or requires the City to review a large number of records or perform extensive research to locate the materials requested;~~
    - iii. ~~The City is currently processing either a large number of records requests or is subject to extraordinary workloads in the processing of other work;~~
    - iv. ~~The request involves an analysis of legal issues to determine the proper response to the request;~~
    - v. ~~The request involves extensive editing to separate public data in a record from that which is not public; or~~
    - vi. ~~Providing the information request requires computer programming or other format manipulation.~~
      - e. ~~When a record request cannot be responded to within ten (10) days, the City Records Officer shall give the requester an estimate of the time required to respond to the request.~~
  3. ~~The failure or inability of the City to respond to a request for a record within the time frames set out herein, or the City's denial of such a request, shall give the requester the right to appeal as provided in KCC 4-3-11.~~

#### **4-3-108 Fees.**

Applicable fees for ~~the processing requests under this Chapter shall be based on the City's actual cost pursuant to Utah Code Section 63G-2-203, unless otherwise provided in the city's consolidated fee schedule.~~ of information requests under this Chapter shall generally be set at actual cost or as otherwise established by this Chapter. The City will charge the following fees for requests relating to the Government Records Access and Management Act.

Review a record to determine whether it is subject to disclosure	No charge
Inspection of a record by requesting person	No charge
Copy Fees	.25 cents per page
Computer Disk	Actual cost (including overhead and time of City staff in preparation of information request)
Other Forms	Actual cost
Miscellaneous Fees	Actual cost

#### **4-3-11 Appeal Process.**

1. Any person aggrieved by the City's denial or claim of extraordinary circumstances may appeal the determination within thirty (30) days after notice of the City's action to the City Manager by filing a written notice of appeal. The notice of appeal shall contain the petitioner's name, address, phone number, relief sought and if petitioner desires, a short statement of the facts, reasons and legal authority for the appeal.
2. If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the City Manager shall send a notice of the requester's appeal to the affected person.
3. The City Manager shall make a determination of the appeal within thirty (30) days after receipt of the appeal. During this thirty (30) day period, the City Manager may schedule an informal hearing or request any additional information deemed necessary to make a determination. The City Manager shall send written notice to all participants providing the reasons for the City Manager's determination.
4. In addition, if the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the Kaysville City Council within thirty (30) days at the next scheduled meeting.
5. The person may file a written notice of appeal to the Kaysville City Council to be heard at the next scheduled meeting of the Council. If there is no meeting scheduled in the next thirty (30) days, the City Council shall schedule a special meeting for the purpose of hearing the appeal. The final decision of the City Council shall be by majority vote of a quorum of the Council. The Council shall prepare a written decision outlining its final determination and reasons for the final determination.
6. If the City Council affirms the denial, in whole or in part, the person may petition for judicial review in City Court as provided in §63-2-404, Utah Code Annotated, 1953.

#### **4-3-129 Reasonable Accommodation.**

Reasonable accommodations regarding access to governmental records shall be provided to persons with disabilities in accordance with the Americans with Disabilities Act upon request of the applicant.

#### **4-3-1310 Records Amendments.**

Government records held by the City may be amended or corrected as needed. Requests for amendments, corrections, or other changes shall be made in writing to the City having custody of the records and setting forth, with specificity, the amendment or correction requested. When an amendment or correction of a government record is made, both the original record and the amended or corrected record shall be retained, unless provided otherwise by the Act or other State or Federal law.

#### **4-3-14 Penalties.**

1. ~~City employees who knowingly refuse to permit access to records in accordance with the Act and this Chapter, who knowingly permit access to non-public records, or who knowingly, without authorization or legal authority, dispose of, alter, or remove records or allow other persons to do so in violation of the provisions of the Act, this Chapter or other law or regulation, may be subject to criminal prosecution in accordance with the Act and disciplinary action, including termination of employment.~~
2. ~~In accordance with the Act, neither the City nor any of its officers or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.~~

#### **4-3-1511 Records Officer.**

The City Recorder shall oversee and coordinate records access, management and archives activities ~~and shall make annual reports of records services activities to the City Manager who shall make an annual report of such activities to the Mayor and City Council.~~

#### **4-3-1612 Records Maintenance.**

1. Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve City records safely and accurately over the long term. The City Recorder shall be responsible for monitoring the application and use of technical processes in the creation, duplication, and disposal of City records. ~~He/she~~The Recorder shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use, and maintenance of records.
2. All City records shall remain the property of the City unless Federal or State legal authority provides otherwise. Property rights to City records may not be permanently transferred from the City to any private individual or entity, including those legally disposable obsolete City records. This prohibition does not include the providing of copies of City records otherwise produced for release or distribution under this Chapter.
3. Custodians of any City records shall, at the expiration of their terms of office, appointment or employment, deliver custody and control of all records kept or received by them to their successors, supervisors or to the City Manager.

**SECTION III: Severability.** If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

**SECTION IV: Effective Date.** This ordinance being necessary for the peace, health and safety of the City, shall become effective immediately upon posting.

**PASSED AND ADOPTED** by the City Council of Kaysville, Utah, this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_.

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Tamara Tran, Mayor

ATTEST:

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Annemarie Plazier, City Recorder

APPROVED AS TO FORM:

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City Attorney

**RESOLUTION \_\_\_\_**

**A RESOLUTION AMENDING THE KAYSVILLE CITY CONSOLIDATED FEE SCHEDULE FOR FISCAL YEAR 2026 RELATED TO GOVERNMENT RECORD REQUEST FEES**

**WHEREAS**, the City receives public records requests pursuant to the Government Records Access and Management Act (GRAMA); and

**WHEREAS**, GRAMA authorizes a governmental entity to establish reasonable fees that reflect the actual costs incurred in responding to records requests, including staff time and resources; and

**WHEREAS**, the City desires to amend the fee schedule to include fees for common records requests that reflect the actual cost to the City for providing those records; and

**WHEREAS**, the Kaysville City Council feels that it is advisable to amend the fees.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KAYSVILLE, UTAH:**

1. **AMENDMENT.** The “Administrative” section of the consolidated fee schedule is amended as follows:

**ADMINISTRATIVE**

Candidate filing fee	(non-refundable) \$100.00
Candidate financial statement late fee	\$50.00
Certified copies	\$5.00
Dog license fee	Established by Davis County Animal Control
Electric reconnection	\$30.00 (After office hours) \$50.00
Electrical disconnect fee	\$30.00
Financial report	(one copy free to a resident upon request) \$5.00
Geographic information services	actual costs (including overhead and staff preparation)
Maps:	
Zoning (Color)	\$20.00
Zoning (large black & white)	\$10.00
Notary Public service	\$5.00
Photocopies:	
Single sided each	each \$.10
Double sided each	each \$.15
Color inkjet printer	each \$.25
Blueprint size	each \$1.00
Postage	Actual cost
Publications:	
General Plan	\$2.00
Title 17	\$15.00
Title 19	\$15.00
Standard drawings and specifications	\$15.00

Research, compilation, editing, etc:*	
First <u>30-15</u> minutes	no charge
After <u>30-15</u> minutes	<u>per hour \$25.00 hourly charge based on salary of the lowest paid employee who can perform the request</u>
<u>Subject line summary of email search</u>	<u>\$30.00 (per 500 results)</u>
<u>Emails</u>	<u>\$1.00 per email or attachment</u>
<u>Flash drive</u>	<u>\$10.00</u>
Returned check fee	\$20.00
Utility surety deposit (per meter)	\$100.00
Utility delinquent fee (accounts sent to collections)	\$30.00
Additional Utility Deposit for Delinquent Account Shut Off	\$100.00
Delinquent Notice Fee	\$10.00

\* This shall be billed in 15 minute increments. In the sole discretion of the records officer, costs, and anticipated costs, may be required to be paid in full prior to commencing record request fulfillment.

2. **AMENDMENT**. The “Police” section of the consolidated fee schedule is amended as follows:

#### **POLICE**

Incident Reports	\$10.00 per report*
Photos	\$15.00 per case*
Audio or Video recordings (e.g. dashcam, bodycam, or other recordings)	\$50.00 per recording*
<u>9-1-1 call recording</u>	<u>\$15.00 per call*</u>

\*If the record request requires longer than 30-15 minutes to research & prepare copies, the city may charge the hourly wage of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request. This shall be billed in quarter hour 15 minute increments. In the sole discretion of the records officer, costs, and anticipated costs, may be required to be paid in full prior to commencing record request fulfillment.

3. **EFFECTIVE DATE**. This resolution shall become effective upon passage and posting.

**PASSED AND ADOPTED** by the City Council of Kaysville, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tamara Tran, Mayor

ATTEST:

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Annemarie Plaizier, City Recorder

APPROVED AS TO FORM:

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Nicholas C. Mills, City Attorney

# **CITY COUNCIL STAFF REPORT**



**MEETING DATE:** February 5, 2026

**TYPE OF ITEM:** Work Items

**PRESENTED BY:** City Attorney Nic Mills

**SUBJECT/AGENDA TITLE:** A Discussion Regarding Amendments to the Introductory Period for Newly Hired and Promoted Employees

## **EXECUTIVE SUMMARY:**

In the past several years, the City has sent several employees through extensive training after hiring them and before they can begin their new positions. This has worked well for both City administrators and for the employees, but it has created situations where the City has drastically limited opportunities to observe the employee in their new position. Instead, the introductory period has been largely eaten up by the training requirements. These training programs frequently occur outside of the City's supervision. This resolution would allow the City to extend the introductory period from six months to one year for positions that have these extensive training requirements. It would also allow for similar provisions for newly promoted individuals.

## City Council Options:

- 1) Approve the resolution authorizing these amendments; 2) Approve the resolution with any modifications that the Council deems appropriate; 3) Decline to adopt the Resolution and remand to staff with further direction.

## Staff Recommendation:

Staff recommends that the City Council approve the resolution authorizing the disposal of the equipment.

## Fiscal Impact:

City Staff does not anticipate any City expenses based on the passage of this resolution.

## ATTACHMENTS:

1. Introductory Period Resolution

**RESOLUTION 26-XX-XX**

**AMENDING A PORTION OF THE KAYSVILLE CITY PERSONNEL RULES & REGULATIONS REGARDING THE INTRODUCTORY PERIOD FOR NEWLY HIRED EMPLOYEES**

**WHEREAS**, Kaysville City (hereinafter “City”) has established rules and regulations to govern their employees; and

**WHEREAS**, the City has seen that certain positions that have extensive training requirements (e.g., police officers, fire fighters, power linemen) sometimes cannot complete all of their training within a six month period; and

**WHEREAS**, the City would like to have the ability to have a greater introductory employment period in some situations; and

**WHEREAS**, the City, in exercise of its management of public property, believes that it is in the best interest of the public to authorize these changes.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF KAYSVILLE, UTAH:**

1. Section 2.08 of the Kaysville City Personnel Rules & Regulations is hereby amended to read as follows:

...  
Introductory Period - All new hires shall have a-an introductory period of at least six months. At the discretion of the Department Head and based primarily on training requirements, the introductory period may be set at twelve months upon hire. During this period, the employee may be discharged or laid off at the sole discretion of the City. Upon completion of the six month introductory period, a performance review will be completed to determine if the employee status will be designated regular status. The granting of regular status does not grant any additional employment status. In addition, promoted employees shall be placed on an introductory period of six to twelve months from the date they start their new position and during this introductory period may be returned to their prior position at the sole discretion of the City. The length of this introductory period will be determined at the sole discretion of the City.

...  
**PASSED AND ADOPTED** by the City Council of Kaysville, Utah, this \_\_\_\_<sup>th</sup> day of February, 2026.

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\_\_\_\_\_  
Tamara Tran, Mayor

ATTEST:

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Annemarie Plaizier, City Recorder

# CITY COUNCIL STAFF REPORT



**MEETING DATE:** February 5, 2026

**TYPE OF ITEM:** Work Items

**PRESENTED BY:** City Attorney Nic Mills

**SUBJECT/AGENDA TITLE:** A Discussion Regarding Amendments to the Electronic Meeting Code

## **EXECUTIVE SUMMARY:**

The proposed ordinance amendments update the City's meeting procedures to clarify how electronic participation affects quorum requirements. State law requires a public body that allows electronic participation to adopt a resolution, rule, or ordinance to establish the conditions under which a member participating remotely is included in calculating a quorum.

Under the proposed amendments, a member who participates electronically in compliance with the established requirements is deemed present for quorum calculation. The amendments promote continuity of government and operational flexibility while preserving transparency, public access, and compliance with the Utah Open and Public Meetings Act.

## City Council Options:

- 1) Approve as presented
- 2) Amend ordinance
- 3) Table the item for further discussion or review
- 4) Take no action

## Staff Recommendation:

The legal department recommends approval.

## Fiscal Impact:

There is no fiscal impact.

## ATTACHMENTS:

1. Amendment - Electronic Meetings

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## ORDINANCE \_\_\_

### AN ORDINANCE AMENDING SECTION 2-2-4 RELATED TO ELECTRONIC MEETINGS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, Utah Code Section 52-4-207(2)(a) provides that a public body may not hold an electronic meeting unless the public body has adopted a resolution, rule, or ordinance governing the use of electronic meetings; and

**WHEREAS**, Utah Code further requires that any such resolution rule, or ordinance establish the conditions under which a member participating electronically is included in calculating a quorum; and

**WHEREAS**, Kaysville City Code Section 2-2-4 governs participation in city meetings by telephone but does not address how remote participants count toward a quorum; and

**WHEREAS**, the City Council desires to amend its ordinances to expressly authorize electronic participation in meetings and to clarify that members participating electronically in compliance with the ordinance shall be counted toward a quorum; and

**WHEREAS**, the City Council finds that allowing electronic participation promotes continuity of government, increases accessibility for elected officials, and ensures efficient transaction of public business while maintaining compliance with the Utah Open and Public Meetings Act.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF KAYSVILLE, UTAH:**

**SECTION I: Repealer.** If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

**SECTION II: Amendment.** Title 2, Chapter 2, Section 4 shall be amended to read as follows:

#### **2-2-4 Participation by Telephone.Electronic Meetings**

1. A member of the governing body, or any of the City's other commissions, committees, or public bodies, may participate in meetings by electronic communication through an electronic video, audio, or both video and audio connection, in accordance with the provisions of this Section and the Utah Open and Public Meetings Act. Such participation should provide for open access to the public which, at a minimum, means that the member participating by electronic communication should be able to hear comments from public participants in the meeting as well as other members and that public participants as well as other members should be able to hear comments from the member participating by electronic communication.

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2. At least one (1) member of the public body should be physically present at the meeting. Members participating by electronic communication shall be included for the purpose of forming a quorum.
3. If the Mayor or Chair is not physically present at a public meeting and is participating by electronic communication, the public body may elect one (1) of the members physically present to preside over the meeting as Mayor pro-tempore, or acting Chair. In such event, the Mayor or Chair may participate by electronic communication, but the Mayor pro-tempore or acting Chair should act as Chairman and preside over such meeting.
4. If a member of the public body desires to participate in a meeting of the governing body by electronic communication, such member should inform the City Recorder at least the day before the meeting so that proper arrangements can be made for electronic communication participation.
5. Participation by electronic communication should ~~be engaged in~~ occur only ~~under~~ ~~circumstances~~ when it would be difficult, burdensome, or onerous for the member to be physically present. The Mayor or Chair shall have sole discretion to allow for participation by electronic communication.

**SECTION III: Severability.** If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

**SECTION IV: Effective Date.** This ordinance being necessary for the peace, health and safety of the City, shall become effective immediately upon posting.

**PASSED AND ADOPTED** by the City Council of Kaysville, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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Tamara Tran, Mayor

ATTEST:

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Annemarie Plazier, City Recorder

APPROVED AS TO FORM:

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(Supp. No. 1)

Created: 2025-12-19 17:15:20 [EST]

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City Attorney

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(Supp. No. 1)

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