MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on **Thursday, September 17, 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 live on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com.

Public comments during the meeting will be accepted only during Action Items, public hearings, and the Call to the Public portion of the meeting. The number of speakers for each item will be limited, and each speaker will be limited to three (3) minutes. **Individuals wishing to speak must sign up in person before the meeting begins.**

Comments may also be submitted to the City Council via email at publiccomment@kaysville.gov; however, emailed comments will not be read aloud during 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 Mike Blackham

2) CALL TO THE PUBLIC (3 MINUTE LIMIT; MUST SIGN UP IN PERSON BEFORE THE MEETING BEGINS)

3) PRESENTATIONS AND AWARDS
   a) Presentation of the Supervising Fire Officer Award to Colton Bascom
   b) Proclamation Declaring October 4–10, 2026, as Fire Prevention Week
   c) Swearing-In of the 2026–2027 Kaysville Youth City Council
   d) Swearing-In of the 2026–2027 Kaysville Youth Court
   e) Davis County Animal Care Presentation – Michelle Hicks, Director
   f) Kaysville Parks and Recreation Annual Report – Cole Stephens, Director

4) DECLARATION OF ANY CONFLICTS OF INTEREST

5) CONSENT ITEMS
   a) Approval of Minutes from the August 20, 2026 Council Meeting
   b) Approval of Minutes from the August 20, 2026 Kaysville Business Park Architectural Review Committee Meeting
   c) Approval of Minutes from the September 3, 2026 Council Meeting
   d) Approval of Additional Work Under the King’s Court Waterline Project Contract

6) ACTION ITEMS
   a) An Ordinance Repealing Ordinance 26-08-02, Establishing a Temporary Land Use Regulation on Accessory Structures
   b) An Ordinance Amending Kaysville City Code § 17-31-3, Internal Accessory Dwelling Units, to Comply with Senate Bill 284 Regarding Detached Accessory Dwelling Unit
   c) Consideration of the Adoption of a Resolution Authorizing the Issuance and Sale of Not More Than $6,500,000

Aggregate Principal Amount of Sales Tax Revenue Bonds, and Related Matters

7) COUNCIL MEMBERS REPORTS

8) CITY MANAGER REPORT

9) 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, and the Utah Public Notice website at www.utah.gov/pmn. Posted on September 11, 2026.

Annemarie Plaizier
City Recorder

Kaysville City
Fire Prevention Week Proclamation

WHEREAS, planning, preparedness and situational awareness are critical to surviving a home fire. That is the message behind this year's Fire Prevention Week campaign, "CHARGE into Fire Safety: Safe CHARGING is a Superpower"

WHEREAS, The Kaysville City Fire Department is dedicated to the safety and security of everyone living, working, and visiting our city. Fire is a serious public safety concern both locally and nationally. Since 1922, the National Fire Protection Association has sponsored the public observance of Fire Prevention Week. In 1925, President Calvin Coolidge proclaimed Fire Prevention Week a national observance, making it our country's longest-running public health observance. Fire Prevention Week is observed each year during the week of October 9th in commemoration of the Great Chicago Fire, which began on October 8, 1871, and caused devastating damage. This horrific conflagration killed more than 250 people, left 100,000 homeless, destroyed more than 17,400 structures, and burned more than 2,000 acres of land. During Fire Prevention Week, children, adults, and teachers learn how to stay safe in case of a fire. Firefighters provide lifesaving public education to drastically reduce the number of fire-related casualties.

Kaysville's First responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education. Correspondingly, Kaysville personnel are responsive to public education measures and can take action to increase their safety from fire, especially in their homes and

WHEREAS, this year's Fire Prevention Week campaign includes the following recommendations:

- Focus on the everyday charging habits that can help reduce the risk of lithium-ion battery fires and keep homes and communities safer.
- Plug in, Power up, Stay Safe
- KFD Open House Wednesday, October 7th 6;00-8;00 PM

THEREFORE, BE IT RESOLVED that I, Tamara Tran, Kaysville City Mayor, and Kaysville City Council members, proclaim October 4-10, 2026, as Fire Prevention Week throughout Kaysville City, Utah. I encourage everyone in Kaysville to be aware of their surroundings, look for available ways out during a fire or other emergencies, and respond immediately when the smoke alarm sounds by exiting the building.

______________________________ ______________________________

Tamara Tran, Mayor Paul Erickson, Fire Chief

Animal Care of Davis County

Kaysville City Council Presentation

September 17, 2026

PARTNERING FOR ANIMAL SAFETY & COMMUNITY CARE

Our Core Community Services

Pet Adoption

Matching homeless pets with loving families Adoption comes with medical checks, spay/neuter, microchip, vaccinations, and one-year license.

Owner Surrenders

Compassionate resources and owner intake support when residents can no longer care for their pets.

Field Enforcement

Humane animal control officers responding 24/7 to stray, bite, nuisance, and neglect concerns.

Volunteer & Foster

Empowering local volunteers and foster families to provide extra care and temporary shelter homes.

Community Cat Program

Helps reduce the stray and feral cat population, and improves the health and well-being of these animals.

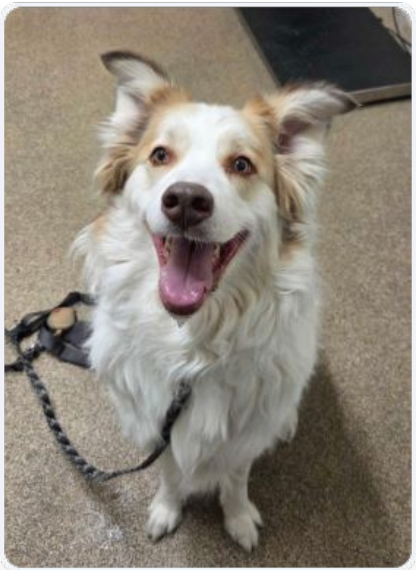
Emergency Readiness

County-wide emergency animal sheltering and crisis response during disasters.

Community Pet Support

- **Pet Food Pantry:** Emergency food and essential supplies for residents experiencing financial hardship.
- **Lost & Found Resources:** Real-time online stray directory and neighborhood tools to quickly reunite lost pets with families.
- **County Emergency Management:** Disaster readiness, temporary emergency sheltering, and animal rescue during local crises.

Visit daviscountyutah.gov/animalcare



ANIMAL CARE OF DAVIS COUNTY — CITY SERVICES REPORT

Kaysville City vs. County Service Distribution

Moderate Footprint, High Access

Kaysville accounts for **8.75%** of Davis County's overall population, benefiting directly from dedicated county field enforcement, 24/7 dispatch, and full shelter access.

6.2%

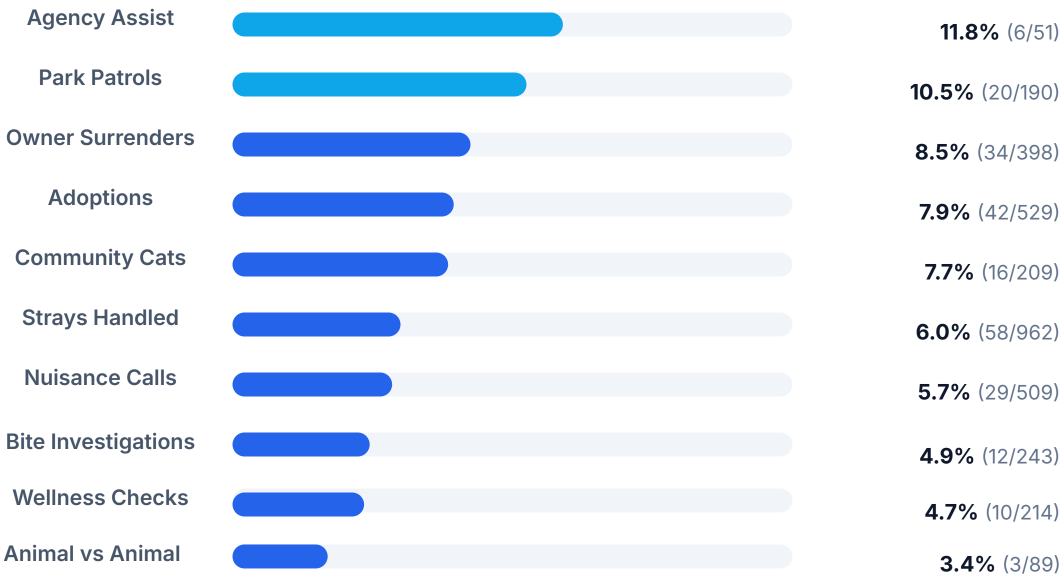
Share of County Field Volume

156 out of 2,508 total field calls countywide in 2026.

Agency Assist (11.8%) and **Park Patrols (10.5%)** account for Kaysville's highest relative proportion of countywide field responses.

Kaysville % Share of Total Davis County Volume

2026 Call & Case Data



Park Signage Recommendations

While doing Park Patrols in Kaysville, we identified key areas where dog rules and waste signage should be implemented or improved:

- **Heritage Park:** Recommend adding general park rules & City Code 12-2-4 postings along walking paths and park entrances beyond the splash pad.
- **Barnes & Gailey Parks:** Replace outdated signage at Gailey and clearly post walkway vs. restricted field rules across sports complexes like Barnes Park.
- **Wilderness & Pioneer Parks:** These active locations currently feature zero animal or leash law signage.

**Note: Multiple neighborhood parks (including Quail Crossing and Hess Farms) lack basic animal regulatory signs. We recommend standardizing leash law postings across all municipal sites.*

City Events & Employee Engagement

Kaysville City Community Events

Invite Animal Care of Davis County to Founders Day, city celebrations, or park gatherings! We bring educational booths, pet safety information, and friendly shelter dogs and maybe some cats for residents to meet.

Employee "Snuggle Time"

Boost staff morale at City Hall! Invite us to bring adoptable puppies or kittens for a staff wellness break. It provides essential socialization for shelter pets while bringing joy to your municipal team.

In 2025, Kaysville City residents were active participants in our volunteer programs, contributing over 700 hours of service.

90

Dedicated Volunteers

Strong engagement from Clinton residents participating in our essential animal care initiatives.

750.41

Volunteer Hours

Dedicated hours contributed directly supporting critical shelter operations and municipal animal welfare.

Community involvement is essential to the success of our animal care initiatives. In 2025, we saw strong engagement from Clinton residents, with ***90 dedicated volunteers*** *participating in our programs. These individuals contributed a total of* ***750.41 volunteer hours*** *to support shelter operations and animal welfare. We encourage continued partnership to expand our foster networks and volunteer base within the city. This does not include our Sniff ABouts, Weekend Wags, or our Foster program.*

Short-Term Foster: Sniffabouts & Weekend Wags

Sniffabouts (Day-Out Program)

Pick up between 10am - 4pm, drop off by 5pm!

- **Outing Ideas:** Bonneville Shoreline Trail, Adams Canyon, or local parks.
- **Shopping:** C-A-L Ranch, PetSmart, Home Depot, Lowe's.

Weekend Wags (Weekend Getaway)

Pick up Friday 4-5pm, drop off Monday 10-11am.

- **Activities:** Relax on the couch, watch movies, go on a scenic drive or hike!
- **Requirement:** Must be 18+ with valid ID. All food & supplies provided!

Questions & Discussion

Thank you Kaysville City!

Shelter Location

1422 E. 600 North
Fruit Heights, UT 84037

Phone & Dispatch

(801) 444-2200
Press 6 for Field Dispatch

Online Resources

daviscountyutah.gov/animalcare

KAYSVILLE CITY

Parks & Recreation

Department Report

September 17, 2026

KPR

OUR MISSION

TO ENHANCE THE QUALITY OF LIFE IN KAYSVILLE BY PROVIDING AND MAINTAINING EXCEPTIONAL PARKS, RECREATION PROGRAMS, OPEN SPACES, FACILITIES, AND CEMETERY SERVICES FOR THE BENEFIT AND ENJOYMENT OF OUR COMMUNITY.

WHAT WE DO

WE PLAN, MAINTAIN, AND GROW KAYSVILLE'S PARKS AND RECREATION SYSTEM IN ALIGNMENT WITH OUT MASTER PLAN – ENSURING ACCESSIBLE, HIGH-QUALITY SPACES AND PROGRAMS FOR ALL AGES.

A connected system

- Parks + trails
- Recreation
- Cemetery
- Facilities
- Events
- Boards

Core Commitments

- **Strategic Growth & Stewardship**
  Implement and maintain the Parks and Recreation Master Plan while expanding City-owned properties, programs, and resources in a responsible and sustainable manner.
- **Recreation & Community Enrichment**
  Develop and deliver diverse, year-round recreational opportunities that serve all ages and contribute to a vibrant, active community.
- **Youth Development & Sportsmanship**
  Foster positive youth experiences by promoting sportsmanship, respect, and integrity among participants, coaches, and families.
- **Operational Excellence**
  Utilize modern, innovative practices in landscape management, field maintenance, and facility operations through well-trained staff and properly maintained equipment.
- **Cemetery Services**
  Provide respectful, efficient cemetery operations with accurate record-keeping, cost-effective perpetual care, and dignified interment services.
- **Community Engagement & Volunteerism**
  Encourage and support active community involvement through volunteer opportunities that enhance City programs, facilities, and public spaces.

WHY IT MATTERS

Parks and recreation bring people together, support healthy lifestyles, and create a stronger, more connected Kaysville.

CEMETERY • EST. 1865

Kaysville City Cemetery

Stewardship, interment, grounds and memorial services

Resident vs. Non-resident Interment

Resident vs Non-resident Interment		
	Number	Percentage
2026 ytd		
Resident	53	56%
Non-resident	41	44%
2025		
Resident	82	57%
Non-resident	63	43%
2024		
Resident	81	50%
Non-resident	82	50%
2023		
Resident	73	42%
Non-resident	99	58%
2022		
Resident	98	54%
Non-resident	85	46%

Facts That Matter

150
NEW HEADSTONES INSTALLED LAST YEAR

Sept 2026
FIRST SALE IN CREMATION GARDEN

8,000
TOTAL HEADSTONES EDGED 8 TIMES PER YEAR

187
CEMETERY URBAN FOREST

98
INTERNMENTS YTD ON TRACK WITH 2025

1857
YEAR OF FIRST BURIAL

1,400
VETERANS INTERRED IN THE CEMETERY

Community
Veteran Flag Placement for Memorial Day
Cemetery Tour (HPC and KFHM)
Angel of Hope (Annually on Dec 6)
Wreaths Across America (December)

The cemetery continues to require ongoing grounds, memorial and capacity planning.

Cremation and Memorial Garden — Phase 1

Phase 1

CREMATION AND MEMORIAL GARDEN
Phase 1 completed spring of 2026

PARKS

Parks, trails, public properties and capital improvements

Parks & Public Properties

163.35
ACRES DEVELOPED

204.95
ACRES UNDEVELOPED

17+
MILES OF TRAILS AND SIDEWALKS

2,200+
URBAN FOREST ON PUBLIC PROP

100+
ACRES OF TURFGRASS

Four Park Types

POCKET

≤ 3 acres

Hess Farms Park • Hods Hollow Park

Smallest park type; neighborhood-scale open space with minimal amenities.

NEIGHBORHOOD

3–10 acres

Gailey Park • Heritage Park • Quail Crossing Park

15.4 acres total; typically courts/fields, paths, playgrounds, pavilions and seating.

COMMUNITY

10–20 acres

Angel Street Soccer Complex • Pioneer Park • Ponds Park • Trappers Field (incomplete)

Citywide specialty draw with sports, playgrounds, pavilions, trails and open space.

REGIONAL

20+ acres

Barnes Park — 45.7 acres

Largest park type; regional draw and multiple specialty features.

Planned + In-Design + Completed Improvements

Planned w/Design

- Trappers Field north side of 200 North — design is completed
- Quail Crossing Park and 950 North / Sunset streetscape — designed completed

In-Design

- West Davis Corridor landscape enhancements – UDOT funding

Completed Improvements

- Water conservation projects

  Fire Station, City Hall, Barnes Park
- Sand Volleyball Light upgrades

“I’ve been all over the valley and I have to tell you that your Parks and Fields look heads and shoulders above everybody’s else’s that I have seen, good job” Troy Johnson

RECREATION

Programs, participation and community connections

Baseball
All Star & Youth

Baseball - All Star Games: 71 participants | 67 games
Baseball - Recreation Youth: 899 participants | 477 games
Softball - Allstar: 36 participants | 36 games

Basketball
Youth

Basketball - Recreation Youth: 1,582 participants | 893 games

Football
Flag & Tackle Youth

Flag Football - Recreation Youth: 395 participants | 164 games
Tackle Football - Recreation Youth: 294 participants | 56 games

Pickleball
Youth/Adult Leagues & Tournaments

Adult Leagues: 202 participants
Youth Leagues: 194 participants
Adult Spring Fling Tournament: 360 participants
Adult Fall Paddle Battle Tournament: 338 participants
Youth Tournament: 102 participants

Soccer
Fall & Spring Youth

Soccer - Fall Recreation Youth: 1,850 participants | 548 games
Soccer - Spring Recreation Youth: 2,217 participants | 709 games

Softball
Accelerated, Adult, Youth: Leagues & Tournaments

Accelerated Leagues: 348 participants | 132 games
Adult Fall: 528 participants | 196 games
Adult Spring: 468 participants | 128 games
Recreation Youth: 229 participants | 154 games
Heatstroker Tournament: 144 participants | 31 games
Spring Classic Tournament: 192 participants | 44 games

9,253
Leading Sport Participants

3,635
Leading Sport Games

1,196
Pickleball Participant Total

10,449
Total Leading Sport & Pickleball Participation

Dear Mayor Tran,
I just wanted to drop a quick note to congratulate you and your team on the phenomenal success of the Super Sport summer program.
The quality of the activities, the professionalism of the staff, and the overall organization were top-notch.

Thank you for prioritizing youth wellness and community engagement!
Warmly,
Diego Guzmán

Summer Programs

This summer, Kaysville Parks & Recreation offered a wide variety of programs designed to keep children, families, and adults active, learning, and having fun. From sports and fitness to art and science, our summer programs provided opportunities for **907 participants** to learn new skills, build confidence, and enjoy time with others in our community.

Our youth programs were especially strong, with 828 youth participants taking part in programs including Tennis (159), Girls in Sports Summer Camp (128), Golf (84), Cheer Camp (73), Youth Pickleball Lessons (72), Track & Field (62), Science Camp (60), Kids in the Park (58), Art (48), Summer Super Sport (75), and Camp Champ (9).

We also offered opportunities for adults, including Tennis and Golf, with 20 participants in each, as well as Family Super Sport, which brought 39 participants together for family fun and activity.

A key part of the success of these programs is the quality of instruction. We are fortunate to work with local instructors who are knowledgeable and experienced in the activities they teach. Their expertise allows participants to learn proper skills, develop confidence, and enjoy a positive experience while participating in programs right here in our community.

We are proud of the variety of summer opportunities Kaysville Parks & Recreation provides and grateful to the instructors, staff, families, and participants who make these programs successful. Summer programming continues to be an important part of our mission to provide quality recreation opportunities for our community.

Boards & Commissions

Historic Preservation Commission

Meet at least quarterly

Parks & Recreation Advisory Board

RAMP Advisory Board

Early spring: recommend funding requests • Fall: set upcoming grant schedules

Community Events

Daddy-Daughter Dance

Easter Egg Hunt

Arbor Day Program

Memorial Day Observance

July 4th Freedom Week Events

July 24th Bowmans Scholarship Breakfast

Movie in the Park

Moms and Sons Event

Veterans Day Lunch in partnership with Orlandos and Russon Mortuary

Holiday Lighting

Kaysville Gives and Fill the Fire Truck

Facilities Portfolio

1944
Old Library building
RFQ for Design Services

1968
Recreation Building

1986/2020
Municipal Center • major remodel/addition 2020

1992
Operation Center
Remodel 2026/27

2000
Fire Station
GO Bond Vote Station 62 - November

2014
Police Station

80,100
SQUARE FEET OF MAINTAINED FACILITIES

Core services include custodial services, HVAC systems, general maintenance and improvements, etc.

KAYSVILLE CITY COUNCIL
August 20, 2026

Minutes of the regular Kaysville City Council meeting held on August 20, 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, Power Director Brian Johnson, GIS Administrator Jordan Hansen, Daniel Williams, Elizabeth Williams, Mark McSwain, Vonnie McSwain, John Hollingshead, Sally Hollingshead, Joanne Blood, Dawn Hardy, Lary Hardy, Gary Uresk, Brent Toller, Susan Harris, Curtis Cragun, Lauri Cragun, Lee Stenquist, Tysen Embley, Jill Dredge, Jed Stanger, Kirsten Stanger, Keith Halls, Robert Sevier, Paul Toller, Brad McIlrath, Zach Hartman, Suzie Hansen, Kirk Olsen, Danny Hammon, Jennifer Borup, Matt Loveland

OPENING

Mayor Tamara Tran called the August 20, 2026, Kaysville City Council meeting to order at 7:00 p.m. and welcomed those in attendance.

Council Member Adams shared a quote regarding how persistence makes difficult actions easier as a person's ability increases and related the message to the importance of practicing kindness and compassion toward others. He then offered an invocation and led those present in the Pledge of Allegiance.

CALL TO THE PUBLIC

Danny Hammond addressed the Council on behalf of Young Automotive Group and thanked Kaysville City for its ongoing partnership with the company. He highlighted several services available to municipalities, including vehicle upfitting through TNT Upfitting, which allowed police and emergency vehicles to be purchased and fully equipped with decals, emergency lights, sirens, prisoner cages, and other necessary equipment before delivery. He also discussed the company's collision repair facilities in Layton and Ogden and a planned facility in Logan. Drawing on his 29 years of public-sector experience, including as a fleet manager, Mr. Hammond explained that Young Automotive Group could provide governmental collision repairs under state contract pricing and prioritize essential police and fire vehicles to reduce downtime. He also announced that the company had become a dealer for Toyne fire apparatus and invited the City to consider Young Automotive Group for future fire vehicle purchases.

Mayor Tran thanked Mr. Hammond and recognized Young Automotive Group as a community partner, noting that the company had provided its facility as the staging location for Kaysville

Gives for approximately four years.

Gary Uresk addressed the Council regarding detached accessory dwelling units (DADUs), which were scheduled for discussion later in the meeting. He referenced detailed recommendations previously submitted by a group of residents and focused his comments on the potential effect of DADUs on neighborhood relationships. Mr. Uresk described living next to the same neighbor for approximately 30 years and stated that strong neighborhoods were built when neighbors cared for one another. He expressed concern that state requirements allowing DADUs could introduce a new dynamic into neighborhoods, particularly when a neighboring property contained a rental unit. He asked the Council to consider these relationships when developing regulations and establishing standards that would help neighbors coexist successfully.

Jennifer Borup, a Kaysville resident, addressed the Council regarding minimum lot size and maximum structure height for DADUs. Ms. Borup stated that House Bill 284 required the City to allow DADUs on lots of at least 11,000 square feet and encouraged the Council to retain that threshold rather than voluntarily allowing them on smaller lots. She noted that 11,000 square feet represented the most restrictive minimum lot size permitted by state law and that lowering the threshold would substantially increase the number of eligible properties throughout Kaysville.

Ms. Borup also recommended limiting DADUs to one story and a maximum height of 20 feet. She expressed concern that taller structures could overlook neighboring yards and homes and negatively affect privacy. She noted that a neighborhood group had provided proposed language addressing these standards and asked the Council to retain the 11,000-square-foot minimum lot size and establish a 20-foot maximum height.

Curtis Cragun, a Kaysville resident, also addressed DADU height and the potential impact of second-story living areas on neighboring properties. He stated that upper-story windows could overlook neighboring backyards, patios, and homes and that landscaping and fencing might not adequately address resulting privacy concerns. He noted that he had personally experienced this issue.

Mr. Cragun stated that the neighborhood group had reviewed DADU ordinances from other Utah municipalities, including Murray and Milford, who limited detached ADUs to one story. The group recommended limiting DADUs to one story above finished grade and no more than 20 feet in height, or the height of the primary dwelling, whichever was less, and prohibiting second-story habitable attics, lofts, or other upper-level living space. Mr. Cragun asked the Council to consider similar standards to protect neighboring properties.

Lauri Cragun addressed the Council regarding her experience with a large accessory structure constructed on a neighboring property approximately one year earlier. She described the structure as approximately 2,400 square feet, 30 feet tall, and located about 10 feet from her rear property line, with a garage below and living space for family members above. She stated that four large clear windows overlooked her property and significantly affected the privacy of her backyard.

Mrs. Cragun explained that she contacted the City's Building Department during construction because she questioned whether the structure complied with City Code. Staff inspected the project and confirmed that it complied with its permit and existing regulations, which allowed accessory structures up to 30 feet in height. She and her husband subsequently met with City staff and were advised that amending the City Code would be the appropriate way to address similar situations in the future.

Mrs. Cragun supported a maximum height of 20 feet, restrictions on rear- and side-facing windows through the use of fixed, obscured, frosted, or clerestory windows, a maximum footprint of approximately 1,200 square feet or less, and a prohibition on second-story living space. She acknowledged that the existing structure could not be changed but asked the Council to establish regulations that would prevent similar impacts elsewhere. She invited Council Members to visit her property to better understand the scale and effect of the structure, noting that some had already done so.

PRESENTATIONS AND AWARDS

PRESENTATION OF THE SUPERVISING FIRE OFFICER AWARD TO COLTON BASCOM

Mayor Tran stated that the presentation would be postponed until a future City Council meeting.

PRESENTATION OF THE DAVIS COMMUNICATION COUNCIL AMERICA 250 HEART OF SERVICE AWARD TO THE REDEMPTION CHURCH, PASTOR DANIEL WILLIAMS, AND PASTOR NATHAN BROCK

Mark McSwain, representing the Davis Communication Council, explained that the America 250 Heart of Service Award was created in partnership with JustServe and the America 250 Committee to encourage volunteerism and recognize individuals and organizations that strengthened their communities through service.

Mr. McSwain stated that Redemption Church of Kaysville, including Pastor Daniel Williams and Pastor Nathan Brock, had been nominated for its sustained community service. Although relatively new to Kaysville, the congregation had participated in numerous service projects, including park renovations, food assistance efforts, and other community activities.

Mayor Tran presented Pastor Williams with the America 250 Heart of Service Award and recognized him and the members of Redemption Church North Davis for providing meals and community gatherings, supporting City parks, honoring teachers and first responders, serving members of the military, and partnering with the Bountiful Food Pantry to provide food and essential supplies to families and students throughout Davis County.

Mr. McSwain noted that the Bountiful Food Pantry had provided the equivalent of approximately 2.5 million meals during the previous year and was assisting approximately 1,500 homeless junior high and high school students. Mayor Tran added that Redemption Church had assembled more than 6,000 pantry packs for local students. She thanked Pastor Williams, his family, and the congregation for their leadership and service and noted that an award would also be presented to the congregation at a future Sunday service.

Mr. McSwain stated that fewer than 1,000 Heart of Service Awards were being presented during the year and that having a Kaysville congregation receive the recognition was a significant honor. Mayor Tran expressed appreciation for Redemption Church and its service to families throughout Davis County.

DECLARATION OF ANY CONFLICTS OF INTEREST

Mayor Tran asked members of the City Council whether they had any conflicts of interest to disclose regarding items on the agenda. No conflicts were declared.

CONSENT ITEMS

Council Member Adams then moved to approve the following consent items:

a) Approval of Minutes from the June 18, 2026 Council Meeting.
b) Approval of Minutes from the June 18, 2026 Kaysville Municipal Building Authority Board Meeting.
c) Approval of Minutes from the June 18, 2026 Kaysville Redevelopment Agency Board Meeting.
d) Approval of Minutes from the July 16, 2026 Council Meeting.
e) Approval of Minutes from the August 6, 2026 Council Meeting.
f) Approval of Minutes from the August 10, 2026 Council Meeting.
h) Appointment of Dane Money as Alternate Planning Commissioner.
i) Approval of an Interlocal Agreement Renewing Membership in the Davis County Storm Water Coalition.

Council Member Hunt seconded the motion.

The vote on the motion was as follows:

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

The motion passed unanimously.

G. APPOINTMENT OF BRAD MCILRATH AS COMMUNITY DEVELOPMENT DIRECTOR

City Manager Jaysen Christensen introduced Brad McIlrath and expressed the City's enthusiasm regarding his appointment as Community Development Director. Mr. Christensen explained that the City had conducted an extensive recruitment process that attracted candidates from throughout Utah and outside the state. Candidates participated in three interview panels that included City staff, Council Members, and Planning Commissioners. He stated that several highly qualified candidates were considered and that the selection focused on professional qualifications as well as finding the best fit for Kaysville.

Mr. Christensen stated that Mr. McIlrath possessed the desired qualifications, professional experience, and personal qualities for the position and had received strong references, including unsolicited positive feedback from individuals and elected officials who had previously worked with him. Addressing questions regarding Mr. McIlrath's experience working for other municipalities, including Clearfield and Layton, Mr. Christensen emphasized that elected officials establish policy for their communities while professional staff use their expertise to implement that policy. He stated that Mr. McIlrath's experience would help him effectively implement the policies established by Kaysville's elected officials.

Mr. Christensen also noted that Mr. McIlrath was a Davis County native who grew up in Layton and was familiar with Kaysville and the surrounding area. Staff believed his familiarity with the community, experience, and professional background would make him a good fit for the organization. Mr. McIlrath was scheduled to begin employment with Kaysville City on August 31, 2026. Mayor Tran welcomed Mr. McIlrath and noted that residents would see him regularly at future City Council and Planning Commission meetings.

Council Member Adams moved to approve the appointment of Brad McIlrath as Kaysville City Community Development Director. Council Member Jackson seconded the motion.

The vote on the motion was as follows:

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

The motion passed unanimously.

ACTION ITEMS

CONSIDERATION OF A REZONE REQUEST FOR THE PROPERTY LOCATED AT 820 MARE CIRCLE FROM A-5 HEAVY AGRICULTURAL TO R-1-6 SINGLE-FAMILY RESIDENTIAL FOR SUZIE HANSEN

City Attorney Nic Mills presented the request to rezone approximately 9.14 acres at 820 Mare Circle, commonly known as the Sunset Equestrian Center property, from A-5 (Heavy Agricultural) to R-1-6 (Single-Family Residential). Mr. Mills reported that the Planning Commission had unanimously recommended denial of the request.

Mayor Tran invited those who had signed up to speak on the item to address the Council.

Jed Stanger, a nearby resident and member of the Sunset Equestrian Estates Homeowners Association, spoke in opposition to the request. Mr. Stanger stated that several issues should be resolved before the property was considered for rezoning, including the existing development agreement, recorded covenants, conditions and restrictions, and restrictions contained on the subdivision plat. He acknowledged that the City did not enforce private CC&Rs but believed those matters remained relevant to the future of the property. He also stated that the requested R-1-6 zoning was inconsistent with the surrounding zoning and long-standing plans for the area and asked the Council to follow the Planning Commission's recommendation for denial.

Mayor Tran thanked Mr. Stanger for his comments and invited the applicant to address the council.

Suzie Hansen provided background regarding her ownership and operation of the Sunset Equestrian Center. She stated that she had co-owned and operated the facility for approximately 15 years and had devoted substantial time to maintaining the property, managing the barn, coordinating training, operating a lesson program, and providing equestrian opportunities for the community. Despite those efforts, she stated that the center had not generated positive revenue and that she had not taken a salary.

Ms. Hansen also described her involvement with the Davis County 4-H program and Pony Express Club, including providing lesson horses, coordinating practices and competitions, and expanding opportunities for youth who otherwise might not have had access to horses. She stated that the equestrian center had hosted community activities, field trips, and other events and had become an important part of her life and connection to Kaysville. She explained that she came to the City offices on May 7, 2026, to submit a rezoning application and that this had been her first experience navigating a real estate and land-use process. She stated that prior to May 7, she had not had control over determining the property's future and was now attempting to learn the process quickly and thanked the Council for its consideration.

Zach Hartman of Land Advisors Organization addressed the Council on Ms. Hansen's behalf. He explained that his firm advised property owners regarding the future use and disposition of their land. Mr. Hartman stated that he became involved after Ms. Hansen learned that a proposed roadway project could affect a portion of the equestrian center property. Initial estimates suggested that approximately two acres could be affected, which raised concerns about the continued viability of an already financially difficult operation of an equestrian center. Mr. Hartman stated that he initially approached City staff with concerns about the situation and was provided with documents regarding the property, including the development agreement and HOA-related matters. After reviewing the documents, he concluded that there were complicated issues involving the property owner, HOA, City, and original developer.

Mr. Hartman stated that he advised Ms. Hansen to submit the R-1-6 application while those issues were being evaluated. He explained that the request was based in part on his understanding that the City's General Plan contemplated detached single-family residential development in the area and on concerns regarding the possible roadway acquisition and property valuation.

Mr. Hartman discussed the relationship between the equestrian center and the Sunset Equestrian Estates HOA. He stated that, in his view, one of the primary unresolved matters was whether and to what extent the HOA had rights or obligations concerning the property. He acknowledged that private restrictions or CC&Rs could remain relevant regardless of the City's zoning decision and stated that preserving the equestrian center would also require consideration of who would bear the financial responsibility for its continued operation or ownership. He noted that discussions had included the possibility of the HOA or another entity purchasing the property.

Mr. Hartman referenced an earlier June 1 meeting with Mayor Tran and Council Member Adams and acknowledged that he had approached that meeting while frustrated by his initial understanding of the situation. He apologized for his demeanor during that discussion. Mr. Hartman also raised concerns about communications that he believed had occurred before the Planning Commission considered the application and referenced the City's code of conduct. He stated that City staff had recommended approval of the request, while the Planning Commission ultimately recommended denial. He further noted that public comments before the Planning Commission reflected a strong desire to preserve the equestrian center and open space. Mr. Hartman stated that he understood why residents valued the property but believed that preserving it for a broader community benefit would require discussion about who would assume the financial responsibility for doing so.

Mr. Hartman also acknowledged that the original application did not include a conceptual site plan because it had been submitted quickly. Since that time, additional concepts have been prepared. He further reported that later discussions with City staff and consultants clarified that the anticipated roadway impact would likely involve somewhat less than one acre rather than approximately two acres, which reduced some of the original concern but did not eliminate the operational impacts. Mr. Hartman stated that he viewed the central unresolved issue as the relationship between Ms. Hansen and the HOA and stated that efforts had been made to arrange discussions with the HOA concerning its interests, financial participation, and possible acquisition of the property, but a meeting had not yet occurred.

Mr. Hartman presented several conceptual alternatives. One showed development under the requested R-1-6 zoning and contemplated dedication of the needed roadway property. A second concept contemplated larger R-1-14 residential lots, which he believed would generate less traffic and could provide a lower-density transition. A third concept would preserve portions of the existing equestrian center, including the indoor barn and riding arena, while adding larger residential lots and a townhome component. Mr. Hartman acknowledged that the City's current code did not provide for that specific concept but described it as an attempt to preserve portions of the equestrian use while allowing Ms. Hansen to realize value from the property.

Mr. Hartman asked the Council to consider tabling the rezone for approximately 30 days to allow Ms. Hansen and the HOA to discuss the alternatives and determine whether the HOA membership had an interest in purchasing or otherwise preserving the equestrian center. He stated that additional time could allow the property owner, HOA, and City to explore a mutually acceptable solution.

Mayor Tran clarified that the item before the Council was the pending R-1-6 rezone and that tabling the request would not constitute approval or endorsement of any of the conceptual plans presented. Mr. Hartman confirmed that he preferred to keep the application pending because he believed doing so could preserve the applicant's vested position while discussions continued.

Council Member Blackham asked why the applicant would not withdraw the current request and submit a new application once a revised proposal was developed. Mr. Hartman responded that a city resolution adopted after the application was filed could potentially affect the property, and he therefore preferred to keep the application active.

At Mayor Tran's request, City Attorney Mills addressed the vesting issue. Mr. Mills stated that he did not believe the applicant was vested in R-1-6 zoning because a rezone was a legislative decision. He explained that the property remained subject to the uses allowed under its existing A-5 zoning unless and until the City Council approved a zoning change. Mr. Hartman stated that he understood Mr. Mills' position but did not necessarily agree with it.

Council Member Blackham stated that he viewed the existing development agreement as integral to the original subdivision approval. He explained that the equestrian center and associated open space had been part of the justification for allowing smaller residential lots within Sunset Equestrian Estates and therefore believed the agreement could not simply be disregarded. He stated that purchasers had been told the equestrian center was part of the development and that this representation was reflected in the recorded plat and development agreement. Mr. Hartman responded that the ownership and legal history of the property was more complicated and distinguished the privately owned equestrian center from publicly owned open space.

Council Member Adams referenced minutes from an April 3, 2007, City Council meeting when the development was being considered. He quoted statements from the original developer who discussed the future operation of the equestrian center and that the plat would retain an overriding open-space easement and agreement intended to preserve its use into the future. He noted that these representations were made before Ms. Hansen's family purchased the property and that the original property had since been reduced from nearly 20 acres to approximately 9 to 10 acres through subsequent sales. Mr. Hartman objected to the characterization of those sales as having been made “for profit,” prompting a brief exchange. Council Member Adams clarified that his larger point was not whether the sales generated a profit, but that the owners had made decisions to sell portions of the property and those decisions may have affected the equestrian center’s ability to operate as originally envisioned.

Council Member Adams referenced communications the Council had received indicating that parties may have offered to purchase the property. Mr. Hartman responded that he would like to see any written purchase offers.

Council Member Adams stated that his primary concern was the existing development agreement. He did not support changing the zoning unless the agreement was first formally amended. He emphasized that Ms. Hansen was not being required to personally operate the equestrian center, but stated that residents had purchased homes with certain expectations regarding the property. He believed any amendment should therefore include substantial neighborhood input and support.

Mayor Tran asked whether Council Members would be open to considering a future amendment to the development agreement if a proposal retained an equestrian component. Council Member Adams stated that he could potentially support an amendment allowing the approximately 10 acres now owned by Symphony Homes to move forward while preserving the remaining approximately nine and one-half acres for equestrian use, but he would want substantial neighborhood input before supporting such a change.

Council Member Blackham stated that he would not support amending the agreement without overwhelming support from residents in the affected subdivision. He emphasized that homeowners had relied on the original development pattern and equestrian component when purchasing their properties. Any substantial change to the agreement should reflect the wishes of the residents who had relied on those original representations.

Council Member McBride asked who would be responsible for the equestrian center if Ms. Hansen no longer wished or was unable to operate it. Council Member Adams responded that the property would remain privately owned and that the City was not requiring Ms. Hansen personally to operate an equestrian business. Mr. Mills clarified that the owner was not required to maintain an active equestrian operation but would remain responsible for maintaining the property and complying with applicable regulations.

Council Member Hunt asked what uses would remain available under the existing A-5 zoning. Mr. Mills stated that the owner could remove the existing improvements and pursue uses otherwise permitted within the A-5 zone, subject to applicable requirements. Council Member Hunt stated that she could potentially consider an amendment to the development agreement but emphasized that her primary concern was protecting the interests of Kaysville residents and maintaining confidence in agreements entered into by the City. She stated that residents benefited when contracts and development agreements could be relied upon and that any change should therefore occur through a formal amendment rather than by disregarding the existing agreement.

Council Member Hunt also stated that it was reasonable to expect a property owner seeking a significant land-use change to communicate with surrounding residents. She also stated that surrounding residents should have an opportunity to participate in discussions regarding a significant change, while acknowledging that neighbors should not have absolute control over another person's property. She recognized that residents make substantial financial commitments based on the conditions and expectations that exist when they purchase property.

Council Member McBride stated that the matter before the Council was the specific R-1-6 application and that the Council's role was to approve, deny, or table that request rather than negotiate a different proposal during the meeting. Mr. Hartman explained that he had hoped to meet with the HOA before the Council meeting and return with a proposal that had broader neighborhood support, but that meeting had not yet occurred. Council Members Adams and McBride agreed that the applicant could return with another proposal if the pending request was denied.

Mayor Tran explained that the broader discussion was intended to provide direction regarding the Council's continued expectation that some form of equestrian use remain on the property. She stated that she did not want the applicant to spend additional time and resources preparing a future proposal without understanding that concern.

Mr. Hartman ultimately indicated that the Council should proceed with a vote and that the applicant could return later with another proposal.

Council Member Adams moved to deny the request to rezone the property located at 820 Mare Circle from A-5 (Heavy Agricultural) to R-1-6 (Single-Family Residential) for Suzie Hansen. Council Member McBride seconded the motion.

The vote on the motion was as follows:

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

The motion passed unanimously, and the rezone request was denied.

Following the vote, Council Member Hunt clarified that she questioned whether the Nollan/Dolan analysis referenced during the discussion applied because those cases generally involved exactions, while the City's roadway interest appeared to involve eminent domain. City Attorney Mills agreed with that distinction. Council Member Hunt also emphasized that the Council's action was not intended as opposition to Ms. Hansen or support for another party, but reflected the City's interest in maintaining its agreements while working toward an appropriate future outcome.

Mr. Hartman encouraged the City to review the legal memoranda it had received, including analysis from Brent Bateman, and to further consider the Nollan/Dolan framework because of the property's complex legal and procedural history.

Council Member Adams reiterated that he remained open to discussing a future amendment to the development agreement that could allow development of a portion of the original property while preserving an equestrian component. He acknowledged that he did not understand why the prior property sales transaction had occurred while the development agreement remained in effect but stated that this was now the situation the City needed to address. He stated that his previous comments regarding a possible "win-win" solution were intended to identify a workable outcome for the property owner, surrounding residents, and the City.

<u>CONSIDERATION OF A REZONE REQUEST FOR THE PROPERTY LOCATED AT 1800 SOUTH SUNSET DRIVE FROM R-A RESIDENTIAL AGRICULTURAL DISTRICT AND A-1 LIGHT AGRICULTURAL DISTRICT TO R-1-14 SINGLE-FAMILY RESIDENTIAL DISTRICT FOR SYMPHONY HOMES, ALYSON AND LEE STENQUIST, AND KATHRYN LISBY</u>

City Attorney Nic Mills presented the request to rezone approximately 16.2 acres at 1800 South Sunset Drive from R-A (Residential Agricultural) and A-1 (Light Agricultural) to R-1-14 (Single-Family Residential). He explained that a previous application for the property had been substantially different, but the applicant had returned with a revised proposal. The application included five parcels, three owned by Symphony Homes and two owned by the Stenquists and Lisbys. Two existing homes were included within the application area, along with 33 potential lots proposed by Symphony Homes, for a total of 35 lots. Although the R-1-14 zone required a minimum lot size of 14,000 square feet, the proposed lots ranged from approximately 14,000 to 21,167 square feet. Mr. Mills reported that the Planning Commission had voted 4-0 to recommend approval of the rezone.

Mayor Tran invited those who had signed up to speak to address the Council.

Keith Halls, a Sunset Drive resident of more than 40 years whose home was located directly across from the proposed development, thanked the Council for the time it had devoted to the project and for listening to residents' concerns. He expressed appreciation that R-1-6 zoning was no longer part of the proposal and recognized Matt Loveland and Symphony Homes for working with residents over the previous year. Mr. Halls stated that he believed the proposed R-1-14 zoning was compatible with the surrounding area and that he could support the revised proposal.

Mr. Halls also raised a separate concern regarding property owned by the sewer district near Sunset Drive and Angel Street. He stated that the property was not being maintained in a manner he believed was appropriate for a prominent entrance into West Kaysville and expressed concern that sewer district representatives had not participated in neighborhood discussions. He asked the City to continue working with the district to address the property and related roadway access issues. Mayor Tran stated that the City was continuing those discussions.

Mayor Tran closed the public comment period and invited the developer to address the Council.

Matt Loveland, representing Symphony Homes, described the revised proposal as the result of substantial compromise among the developer, surrounding residents, and the City. He stated that the request was for straight R-1-14 zoning without a development agreement or modifications to the standard setbacks or building heights. He believed the proposal was compatible with the surrounding neighborhood and noted that the revised application included approximately two additional acres compared with earlier proposals.

Mayor Tran thanked Mr. Loveland and noted the significant collaboration involved in reaching the revised proposal. She stated that the Council had received numerous emails regarding the project and that the feedback had become considerably more positive as the proposal evolved.

Council Member McBride asked about the status of access through 550 West and whether the City had secured the necessary property. Mr. Mills explained that the City was working with the sewer district to acquire the property needed and that the district had been receptive. City Manager Jaysen Christensen added that the City was completing roadway design and survey work and anticipated bringing an agreement to the Council before presenting it to the sewer district. He stated that staff did not anticipate significant obstacles to completing the arrangement.

Council Member McBride asked whether approval of the rezone should be conditioned on construction of the roadway connection. Mr. Mills stated that the Council could impose such a condition, but that staff did not recommend doing so because discussions with the sewer district had progressed sufficiently and staff was confident the access issue could be resolved.

Mr. Loveland added that the development already had access from Sunset Drive and that approximately 30 units could proceed using that access under existing limitations. He stated that the project could therefore begin incrementally before the additional roadway connection was completed, although he preferred to resolve the 550 West connection as soon as possible.

Council Member Adams thanked Symphony Homes and Mr. Loveland for the work undertaken to address neighborhood concerns and revise the proposal.

Council Member Adams moved to approve the rezone request for the property located at 1800 South Sunset Drive from R-A (Residential Agricultural) and A-1 (Light Agricultural) to R-1-14 (Single-Family Residential) for Symphony Homes, Alyson and Lee Stenquist, and Katheryn Lisby. Council Member McBride seconded the motion.

Council Member Blackham stated that he appreciated that the request had come forward as straight R-1-14 zoning without a development agreement and with the standard setback requirements intact.

The vote on the motion was as follows:

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

The motion passed unanimously.

<u>APPROVAL OF A RESOLUTION AUTHORIZING THE PROCUREMENT OF DIRECTIONAL BORING SERVICES FOR THE POWER DEPARTMENT</u>

Power Director Brian Johnson presented the request to authorize directional boring as a professional service for the Power Department. He explained that the City had used directional boring for several years and had begun relying on it more extensively to replace aging underground electrical infrastructure in established neighborhoods.

Mr. Johnson stated that much of the City's older underground power cable had been directly buried without conduit, leaving it exposed to soil, rocks, moisture, and other conditions. Some of the infrastructure had exceeded its expected service life and was contributing to reliability issues. He explained that the department had prioritized replacement projects throughout the city, including upgrades to portions of the older 46 kV system, and was nearing completion of those improvements.

Mr. Johnson explained that directional boring around existing utilities was a highly specialized service requiring contractors with the appropriate equipment, training, and experience to work safely around energized electrical lines, natural gas lines, and other underground utilities. He noted that the quality of the contractor's work also affected the amount of restoration required to yards and landscaping.

Mr. Johnson requested that directional boring be procured as a professional service so staff could evaluate contractors based on qualifications, experience, references, efficiency, and quality of work rather than primarily on the lowest bid. He stated that this approach could reduce overall costs by avoiding restoration expenses caused by poor workmanship and would also allow the City to use multiple qualified contractors when necessary to address urgent infrastructure failures.

As an example, Mr. Johnson referenced the Laurelwood area, which had experienced approximately five or six power outages within a four-week period. Staff had attempted several operational adjustments, but the aging underground cable continued to fail. He stated that repeated outages of that frequency required the department to accelerate replacement work.

Mayor Tran confirmed that funding for the work had already been included in the Power Department budget. Mr. Johnson confirmed that it had and clarified that the requested action would change the procurement method rather than create an additional budget request.

Council Member Jackson asked whether areas such as Whisper Creek, which had also experienced repeated outages, could benefit from this approach. Mr. Johnson stated that the department was reviewing areas with recurring outages and that many of the problems were associated with approximately 50-year-old direct-bury cable. The City's long-term goal was to replace aging direct-bury infrastructure with new cable installed in conduit to improve reliability and make future maintenance and replacement easier.

Council Member Blackham moved to approve the resolution authorizing the procurement of directional boring services for the Power Department. Council Member Jackson seconded the motion.

Council Member McBride expressed support for the project and noted the benefit of improving reliability in the Laurelwood area.

The vote on the motion was as follows:

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

The motion passed unanimously.

ACCESSORY STRUCTURES TEMPORARY LAND USE REGULATION

City Attorney Nic Mills presented a proposed temporary land use regulation related to accessory structures. He explained that the Planning Commission had identified concerns with provisions of the existing City Code that could allow unintended outcomes for accessory structures. The proposed regulation would provide up to 180 days for staff to review the ordinance and determine whether amendments were needed. Mr. Mills noted that Assistant City Attorney Ellis was already reviewing the issue and that incoming Community Development Director Brad McIlrath would also provide input.

Mayor Tran asked whether the proposal functioned similarly to a moratorium. Mr. Mills explained that applications could still be submitted during the 180-day period, but applicants would be notified that regulatory changes adopted during that period could affect their projects. Mayor Tran questioned whether a full moratorium would be simpler to administer.

Council Member Blackham expressed concern about proceeding without more information identifying the specific problems with the existing ordinance. He noted that the current standards had been developed through substantial Planning Commission and City Council discussion to balance the interests of property owners and neighboring residents. He was also concerned about property owners who may have already invested time and money in plans, contractors, financing, or deposits before formally applying for a permit. He recommended tabling the item until staff could provide specific examples supporting the need for the temporary regulation.

Mr. Mills responded that a full moratorium would be easier to administer, but staff had attempted to balance the issue by allowing applications to continue while providing notice of possible regulatory changes. He stated that staff had identified several concerns and that the Planning Commission had recommended the temporary regulation. Staff could return with additional information if requested.

Council Member Blackham also stated that accessory structures and detached accessory dwelling units (DADUs) were separate issues and suggested addressing accessory structures after the Council completed its DADU discussions. Mr. Mills agreed that the two subjects should be considered separately.

Council Member Blackham moved to table the accessory structures temporary land use regulation until a future meeting to allow staff to provide more specific information and the Council to first complete its discussion regarding DADUs. Council Member Adams seconded the motion.

During discussion, Council Member Hunt stated that she supported implementing the temporary regulation. She had reviewed several accessory structure situations and received feedback indicating that the existing ordinance could create significant impacts on neighboring properties in some circumstances. Although relatively few projects appeared to create serious concerns, she believed the potential impacts justified reviewing the regulations. She also noted that much of the 180-day review period would occur during the winter months, when fewer accessory structure projects were likely to begin.

Council Member Blackham asked which provisions required reconsideration, and Council Member Hunt identified setbacks as one area of concern. Council Member Blackham explained that the existing height and setback provisions had been intentionally developed to accommodate functional accessory garages, including structures used for motorhomes, boats, and trailers, while limiting impacts on neighboring properties. He believed those standards should not be temporarily restricted without clearer evidence that they were inadequate. Council Member Hunt responded that previously adopted regulations could still have unintended consequences and believed the impacts observed in some cases warranted further review.

Council Members Jackson and McBride indicated that they preferred to proceed with consideration of the temporary regulation rather than postpone the matter. Mr. Mills also clarified that property owners with already approved permits were vested under those permits.

The vote on the motion to table was as follows:

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

The motion failed.

Council Member Hunt moved to approve the ordinance placing a temporary land use regulation on accessory structures within Kaysville City. Mayor Tran clarified that the regulation would provide up to 180 days for the City to review and revise its accessory structure standards while allowing applications to continue, subject to notice that regulatory changes could affect proposed projects. Council Member Jackson seconded the motion.

The vote on the motion was as follows:

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

The motion passed with a vote of three to two.

<u>WORK ITEMS</u>

<u>DISCUSSION REGARDING ORDINANCES AMENDING VARIOUS CHAPTERS OF THE KAYSVILLE CITY CODE TO COMPLY WITH STATE LEGISLATIVE CHANGES FROM THE 2026 GENERAL SESSION</u>

City Attorney Nic Mills presented proposed amendments to various chapters of the Kaysville City Code. He explained that the amendments would bring the Code into compliance with Senate Bill 284 regarding conflicts of interest for Planning Commission members, including circumstances requiring a commissioner to recuse themselves from participating in a matter.

The amendments would also clarify the City's administrative appeal process. Mr. Mills explained that the City had previously revised its process to have certain appeals heard by an Administrative Law Judge (ALJ), but staff had since identified sections of the Code that had not been updated to reflect that change. The proposed amendments would correct those provisions and clarify that applicable administrative appeals were to be heard by the ALJ. The ordinance also included several grammatical and technical corrections.

Mayor Tran asked whether language establishing a 45-day period for the City to approve or deny certain applications should specify that the timeframe applied to a "complete application." Mr. Mills explained that completeness was already required under the applicable process and that an application would need to be complete before a developer could request action within the 45-day timeframe.

Mayor Tran clarified that the amendments were primarily technical and intended to comply with changes in state law. She emphasized that the conflict-of-interest provisions were not being proposed because of any identified concerns involving Planning Commission members.

Council Member Adams moved to move the Work Item forward as an Action Item. Council Member McBride seconded the motion.

The vote on the motion was as follows:

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

The motion passed unanimously.

<u>DISCUSSION REGARDING AMENDMENTS TO KAYSVILLE CITY CODE § 17-31-3, INTERNAL ACCESSORY DWELLING UNITS, TO COMPLY WITH SENATE BILL 284 REGARDING DETACHED ACCESSORY DWELLING UNITS</u>

Mayor Tran introduced the work item regarding proposed amendments to the Kaysville City Code to comply with Senate Bill 284 and address detached accessory dwelling units (DADUs). She noted that the issue would require substantial discussion and would likely return to the Council over multiple meetings. Because of confusion regarding when public comments would be accepted, Mayor Tran allowed two individuals who had signed up under the earlier accessory structure item to address the Council.

Planning Commissioner Paul Toller recommended simplifying the proposed regulations by limiting DADUs to one story and requiring them to meet the City's existing residential setbacks rather than establishing variable setbacks based on building height. He also recommended addressing privacy by requiring windows to face the street or the primary dwelling rather than neighboring properties and considering the overall massing and concentration of DADUs within neighborhoods.

Mr. Toller supported retaining language requiring DADUs to be designed consistently with the primary residence to the extent permitted by state law. He noted that state law contained conflicting provisions regarding architectural regulations and that the Utah League of Cities and Towns was seeking clarification. He also recommended establishing clear standards for converting existing accessory structures into DADUs, including requiring converted structures to comply with applicable DADU setbacks and design standards.

Susan Harris addressed the Council regarding setbacks and stated that residents relied on zoning and setback requirements when purchasing their homes. She questioned why a detached dwelling should be permitted closer to a neighboring property than the primary residence and emphasized that a DADU could create greater impacts than a typical accessory structure because it would be occupied as a residence. Drawing on her experience with a neighboring accessory structure containing residential space, she expressed concern about privacy and the enjoyment of adjacent properties. Ms. Harris recommended requiring DADUs to meet the same front, side, and rear setbacks as primary dwellings and supported beginning with more restrictive standards for height and other potential impacts.

Mayor Tran reiterated that the matter was a work item and no final action would be taken that evening. She anticipated additional meetings before adoption of an ordinance.

Council Member Adams suggested scheduling a separate work session devoted entirely to DADUs so the Council could address each policy issue individually. Mayor Tran agreed and noted that additional opportunities for public input could also be considered.

Mayor Tran stated that the City needed to adopt an ordinance by October 1 but could amend it later as additional issues were identified. She favored using the discretion available under state law to establish clear local standards. Issues identified for further consideration included architectural compatibility, rental duration, setbacks, height, privacy and window placement, side-yard locations, historic areas, owner occupancy, enforcement, and preventing recreational vehicles, mobile homes, or similar temporary structures from qualifying as DADUs.

Mayor Tran raised several areas she believed deserved attention, including architectural compatibility, rental duration, setbacks, height, privacy, window placement, side-yard visibility, historic areas, and preventing mobile homes, recreational vehicles, or similar temporary structures from being treated as DADUs. She also supported owner-occupancy requirements and stronger enforcement provisions.

City Attorney Nic Mills explained that state law contained conflicting provisions regarding architectural regulation. While one provision appeared to allow municipalities to require consistency with the primary dwelling, another limited regulation of specific design elements. He stated that staff had been advised to use general language requiring consistency with the primary residence rather than regulating specific exterior materials while awaiting further legislative clarification.

City Manager Jaysen Christensen recommended beginning with the most restrictive standards permitted by state law and relaxing them later if experience demonstrated that additional flexibility was appropriate. Council Member Blackham supported that approach and favored limiting DADUs to one story, requiring a minimum lot size of 11,000 square feet, establishing a relatively low maximum height, and applying the residential setbacks required for primary dwellings rather than the less restrictive standards applicable to accessory structures.

Council Member Adams generally supported a single-story requirement but noted that the ordinance would need to carefully address basements and varying grades because a structure could technically qualify as one story while appearing substantially taller. The Council also discussed window orientation and privacy, with general interest in limiting windows that directly overlooked neighboring properties.

Mayor Tran supported requiring DADUs to be consistent with the primary residence to the extent permitted by state law. She also suggested requiring applicants to acknowledge whether HOA or recorded CC&R restrictions applied to their property. Mr. Mills clarified that the City would not enforce private covenants, but those restrictions could remain independently enforceable. Staff indicated that appropriate language could be incorporated into the application process.

The Council also discussed maximum DADU size. Council Member Blackham emphasized that the ordinance should clearly establish whether a maximum square footage applied to the building footprint, above-grade living area, or total dwelling area, particularly if basements were permitted. Council Member Adams agreed that the distinction needed clarification so the ordinance would not unintentionally prohibit basements or allow substantially larger structures than intended.

Mr. Christensen identified several areas where there appeared to be general agreement, including limiting each property to one ADU, whether internal or detached, requiring owner occupancy of the primary residence, and applying the longest minimum rental period permitted by state law. Mr. Mills and Mr. Christensen stated that their understanding of Senate Bill 284 allowed the City to require a minimum rental period of 90 consecutive days. The Council generally supported using that standard to prevent typical short-term rental use.

Council Member Jackson opposed creating less restrictive standards for properties adjacent to trails or open areas, noting that taller structures could affect both neighboring residents and trail users. He favored applying consistent standards throughout the city.

The Council discussed the 11,000-square-foot minimum lot size permitted under state law. Mayor Tran and Council Member Blackham supported using that threshold. Council Member Hunt questioned whether smaller lots that could otherwise satisfy the required setbacks and development standards should automatically be excluded. She noted that DADUs could provide opportunities for multigenerational housing, including housing for adult children or elderly parents, and suggested that setbacks, height, and privacy standards might address neighborhood impacts more directly than lot size alone.

Council Member Blackham noted that residents would continue to have other housing options, including internal ADUs and additions to primary residences, and believed that supported a more restrictive approach to detached units.

Mayor Tran also expressed concern about accessory buildings being converted into dwelling units without City approval and requested strong enforcement provisions. Mr. Christensen agreed that implementation of the new requirements could increase code enforcement needs, and Council Member Blackham supported meaningful penalties for continued violations.

Council Member Adams reiterated his preference for a separate work session organized by specific policy topics, including lot size, height, setbacks, windows, design, rental periods, and enforcement. Council Member McBride supported the approach and suggested inviting Planning Commission members to participate in the discussion.

Mr. Christensen proposed scheduling a separate public work session after Brad McIlrath began employment with the City. The Council agreed that a more informal work-session setting would allow for a more thorough discussion. Staff was directed to prepare a more restrictive draft ordinance reflecting the areas of apparent consensus and organize the future work session around the remaining policy questions.

<u>DISCUSSION OF CONTRACT EXTENSION WITH ROBINSON WASTE</u>

Council Member Adams stated that the proposed contract extension with Robinson Waste appeared straightforward and recommended moving the item forward for formal action.

Council Member Adams moved to move the contract extension with Robinson Waste forward as an Action Item. Council Member Jackson seconded the motion.

The vote on the motion was as follows:

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

The motion passed unanimously.

COUNCIL MEMBER REPORTS

Mayor Tran asked whether Council Members had any reports or additional items to share. No Council Member reports were given.

CITY MANAGER REPORT

City Manager Jaysen Christensen reported that the City would soon release the results of the Utah Wellbeing Survey. He explained that Kaysville had participated in the survey along with 56 other Utah cities through a partnership with Utah State University and the Utah League of Cities and Towns. The survey measured residents' attitudes about living in Kaysville and their perceptions of community wellbeing.

Mr. Christensen stated that the results were generally very positive, with residents expressing strong satisfaction with living in Kaysville and placing significant value on the City's small-town, hometown character. A primary theme was a desire to preserve that character as the community continued to grow. He noted that the results would be shared through the City's newsletter and social media.

Mayor Tran noted that another important takeaway was the desire for stronger community connections and additional opportunities for residents to gather. Mr. Christensen agreed, stating that while Kaysville performed reasonably well in community connectivity, there were opportunities for improvement. He noted strong participation in City events and stated that future investments, including the Fieldhouse, could provide additional opportunities for residents to gather and strengthen community connections.

ADJOURNMENT

Council Member McBride moved to adjourn the meeting at 9:38 p.m. The motion passed unanimously.

Following adjournment of the City Council meeting, the Kaysville Business Park Architectural Review Committee convened to consider items on its agenda.

KAYSVILLE BUSINESS PARK
ARCHITECTURAL REVIEW COMMITTEE MEETING
August 20, 2026

Minutes of a Kaysville Business Park Architectural Review Committee meeting held on August 20, 2026, at 9:38 p.m. in the Council Chambers of Kaysville City Hall, located at 23 East Center Street, Kaysville, Utah.

Committee Members Present: Chairperson Tamara Tran, John Swan Adams, Mike Blackham, Abbigayle Hunt, Nate Jackson, Joshua McBride

Others Present: City Manager Jaysen Christensen, City Attorney Nic Mills, City Recorder Annemarie Plaizier, GIS Administrator Jordan Hansen, Robert Sevier

OPENING

Committee Member McBride moved to open the Kaysville Business Park Architectural Review Committee meeting. Committee Member Hunt seconded the motion. The motion passed unanimously.

Chairperson Tran called the meeting to order and welcomed those in attendance.

CONSIDERATION OF AN ILLUMINATED WALL SIGN FOR ACADEMICA WEST AT 290 NORTH FLINT STREET, STE A

City Attorney Nic Mills presented the application for an illuminated wall sign for Academica West. He explained that the building was allowed approximately 222 square feet of signage and that the proposed sign measured approximately 24.86 square feet. Staff determined that the proposal complied with applicable City Code requirements and recommended approval.

Robert Sevier, representing Sign House, explained that the proposed sign consisted of two letters. Academica West already had signage facing south and was requesting the additional sign to provide greater visibility from another direction.

Committee Member Adams moved to approve the illuminated wall sign for Academica West at 290 North Flint Street, Suite A. Committee Member Jackson seconded the motion.

The vote on the motion was as follows:

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

The motion passed unanimously.

ADJOURNMENT

Committee Member Adams moved to adjourn the Kaysville Business Park Architectural Review Committee meeting at 9:40 p.m. The motion passed unanimously.

KAYSVILLE CITY COUNCIL
September 3, 2026

Minutes of the regular Kaysville City Council meeting held on September 3, 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, Information Systems Assistant Ardi Harsono, Jill Dredge, Marcie Clark, Caleb Collier, David Erhart, Susan Erhart, Jeff Lund

OPENING

Mayor Tamara Tran called the September 3, 2026, Kaysville City Council meeting to order and welcomed those in attendance. She expressed appreciation for residents who engaged with the City, asked questions, and participated in discussions regarding City matters. She noted that the City communicated information through newsletters, meeting agendas, the city website, and social media, and encouraged residents to use those resources to stay informed. Mayor Tran then offered the opening prayer and led the Pledge of Allegiance.

CALL TO THE PUBLIC

Caleb Collier addressed the Council regarding its ongoing discussions about accessory buildings and detached accessory dwelling units (DADUs). He expressed concern about potentially limiting DADUs to one story and asked the Council to consider differences in lot size and topography, particularly larger, sloped properties in east Kaysville where taller accessory structures could potentially be accommodated with less impact on neighboring properties.

Mr. Collier stated that he owned nearly three-quarters of an acre and had an approximately 2,600-square-foot accessory building under construction that had been designed to potentially accommodate a second-story DADU in the future. He explained that the structure was set into the hillside with substantial setbacks and felt that larger properties with favorable topography should have some flexibility regarding building height. He noted that DADUs could provide housing options for family members and asked the Council to consider lot size, setbacks, topography, and neighborhood impacts rather than applying a blanket one-story limitation. Mayor Tran thanked Mr. Collier for his comments and noted that the Council had a work session scheduled for the following day to discuss its ADU policy.

PRESENTATIONS AND AWARDS

PROCLAMATION RECOGNIZING SEPTEMBER 17–23, 2026, AS CONSTITUTION WEEK

Mayor Tran presented a proclamation recognizing September 17 through September 23, 2026, as Constitution Week in Kaysville City. The proclamation recognized the 239th anniversary of the signing of the United States Constitution on September 17, 1787, and its role in establishing the framework of the federal government and protecting the rights and liberties of the American people. In conjunction with America's 250th anniversary, the proclamation encouraged residents to learn more about the Constitution, reflect on the freedoms it protects, and recognize the responsibilities of citizenship. Mayor Tran, together with the City Council, proclaimed September 17 through 23, 2026, as Constitution Week in Kaysville City.

DAVIS LINKS PRESENTATION BY MARCIE CLARK, DAVIS COUNTY HEALTH DEPARTMENT

Marcie Clark of the Davis County Health Department presented information regarding Davis Links, a community resource network developed to connect Davis County residents with available programs and services. Ms. Clark explained that the program was created after community feedback indicated that residents and service providers were often unaware of available resources or how to access them.

Ms. Clark explained that Davis Links included an online directory with more than 2,000 free or low-cost programs and services covering areas such as basic needs, health and wellness, financial stability, education and youth services, family support, legal assistance, community enrichment, and crisis and emergency services. Residents could search by topic and ZIP code. The directory was free, did not require an account, allowed private searches, and was available in approximately 130 languages. For individuals who preferred assistance by telephone, Davis Links had partnered with 211 to provide access to service navigators who could help locate appropriate resources.

Ms. Clark said Davis Links was administered through the Davis County Health Department in coordination with the Davis County Human Services Cabinet and Davis4Health and supported the County's Community Health Improvement Plan. The program also provided resources for service providers, including referral tools, training, and monthly resource forums. From January through June 2026, approximately 12,000 searches were conducted through Davis Links, with food assistance, emergency payments, housing, and health among the most common needs.

Ms. Clark encouraged the City to continue promoting Davis Links through its website, newsletters, social media, and other communication channels. She said Davis Links could provide promotional materials and website resources and encouraged users to provide feedback if needed services were missing from the directory.

Mayor Tran asked about resources for individuals facing immediate housing needs or possible eviction. Ms. Clark identified Open Doors as a primary resource for emergency rental and homelessness assistance but noted that housing assistance remained limited within Davis County.

Mayor Tran also asked whether Davis Links information could be shared in response to requests for assistance on social media, and Ms. Clark encouraged the City to do so.

Council Member Jackson asked about outreach to military members at Hill Air Force Base who might be unfamiliar with available community resources. Ms. Clark said Davis Links maintained connections with Hill Air Force Base, whose representatives participated in community work groups and whose programs were included in the resource directory. Council Member Jackson indicated that the City would assist in promoting Davis Links.

DAVIS TECHNICAL COLLEGE MASTER PLAN PRESENTATION BY JEFF LUND, DTC VICE PRESIDENT

Jeff Lund, Vice President of Davis Technical College, presented an update on the College and its proposed long-range master plan. Mr. Lund explained that Davis Tech provided hands-on, competency-based technical education with flexible and primarily self-paced programs designed to prepare students for employment. The College served approximately 7,700 students during the most recent fiscal year, 77 percent of whom were adults, with an average student age of 25. Davis Tech experienced an average growth rate of approximately 24 percent over the previous five years, contributing to the need for additional long-range campus planning.

Mr. Lund reported that the State had invested approximately $27 million in the campus over the previous three years. The new welding building had been operating for approximately nine months and was already approaching capacity. He also discussed Davis Tech's partnership with Weber State University, which allowed students completing a Davis Tech certificate to receive 30 credits toward programs at Weber State, along with other opportunities intended to make transitions between the institutions easier.

Mr. Lund reviewed several proposed improvements included in the approximately 30-year master plan. These included eventually acquiring the Canyon Heights building from the Davis School District, widening the northwest campus entrance, replacing the aging automation lab and grounds shed, removing the former seminary building, and potentially constructing a facilities complex and large trades building on the east side of campus. The plan also identified possible housing on the southwest portion of campus that could eventually serve lower-paid employees or others affiliated with the College. Mr. Lund emphasized that many of these projects were conceptual and were not anticipated in the immediate future.

A proposed connection to Laurelwood Drive generated the most discussion. Mr. Lund said neighboring residents had expressed concerns regarding existing traffic speeds on Laurelwood and the potential for a new campus connection to increase neighborhood traffic. Residents had also raised concerns about the location and size of future buildings on the east side of campus. Mr. Lund said Davis Tech intended to work with the City to determine an appropriate location and design for any future Laurelwood connection and to consider traffic-calming measures. He also noted that traffic regularly backed up on Davis Tech Drive during afternoon hours and said the College was interested in exploring improvements along 500 East, potentially including a roundabout. The Laurelwood connection and other east-side improvements were not included in the College's immediate five-year plans.

Council Member Blackham asked about current capacity and future program needs. Mr. Lund said Davis Tech was generally not turning students away and planned to add three portable classrooms to accommodate evening apprenticeship classes. Cosmetology continued to have capacity limitations, and the College was exploring ways to expand those opportunities. He also reported increased student interest in skilled trades such as plumbing, electrical work, and welding.

Council Member Adams asked whether the Laurelwood Drive connection was necessary. Mr. Lund explained that the College preferred an additional access point for emergency purposes, citing a previous incident when 500 East was temporarily closed for a medical helicopter and only the north campus entrance remained accessible. He said the proposed connection might ultimately be used more by traffic traveling through the area than by Davis Tech students.

Council Member Hunt expressed appreciation for Davis Tech's communication with neighboring residents. Mr. Lund said he maintained an email distribution list of approximately 80 neighbors to provide updates regarding campus activities and plans. He also reported that the College's commercial driver's license training range had been relocated to the Freeport Center, removing five training trucks from Kaysville streets and addressing previous neighborhood concerns regarding truck traffic.

Council Member Jackson expressed support for Davis Tech's partnership with Weber State University and for continued collaboration with the City on traffic improvements. Council Member McBride, who had attended a recent neighborhood meeting, asked whether the Laurelwood connection could be limited to emergency access. Mr. Lund said the project was sufficiently long-term so that different configurations could be considered. Council Member McBride also suggested completing a traffic study to help determine the appropriate location and design of any future connection and traffic-control improvements.

Mr. Lund said the proposed master plan was scheduled to be presented to the Davis Tech Board for approval on September 24, 2026, and that the College would continue working with City staff and neighboring residents as the plan was refined. Mayor Tran thanked Mr. Lund for the presentation and expressed appreciation for the College's ongoing communication with residents and its efforts to address neighborhood concerns, including the previous relocation of the CDL training program.

DECLARATION OF ANY CONFLICTS OF INTEREST

Mayor Tran asked whether any Council members had conflicts of interest to declare. No conflicts were identified.

CONSENT ITEMS

Council Member Adams then moved to approve the following consent items:

a) Approval of a Contract Extension with Robinson Waste.

Council Member Hunt seconded the motion.

The vote on the motion was as follows:

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

The motion passed unanimously.

ACTION ITEMS

ORDINANCES AMENDING VARIOUS SECTIONS OF THE KAYSVILLE CITY CODE REGARDING THE PLANNING COMMISSION, APPEALS, AND TECHNICAL CHANGES TO COMPLY WITH STATE LEGISLATIVE CHANGES FROM THE 2026 GENERAL SESSION

City Attorney Nic Mills presented two proposed ordinances to bring the Kaysville City Code into compliance with changes enacted by the Utah Legislature during the 2026 General Session. Mr. Mills explained that the amendments established standards for removing Planning Commission members and incorporated new requirements for processing development applications, including a provision allowing an applicant to initiate a 45-day timeline for City action, after which an application could be presumed approved. The ordinances also included technical amendments and clarified that certain appeals would be heard by the City's administrative law judges.

Council Member Hunt asked the Council to consider increasing the City's existing appeal period from ten days to 20 days. She felt ten days provided limited time for an affected individual to receive notice, understand the decision, and determine whether to appeal, while acknowledging that a longer period could delay development applications. Mayor Tran and Council Member McBride supported the change, and no Council members expressed opposition. Mr. Mills indicated that the revised appeal period could be incorporated into the ordinance.

Council Member Hunt moved to approve the ordinances amending various sections of the Kaysville City Code regarding the Planning Commission, appeals, and technical changes necessary to comply with state legislative changes from the 2026 General Session, with the additional amendment changing the applicable appeal period from ten days to 20 days. Council Member McBride seconded the motion.

The vote on the motion was as follows:

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

The motion passed unanimously.

COUNCIL MEMBER REPORTS

Mayor Tran reminded residents to exercise caution around children now that school was back in session, noting the increased number of children walking and bicycling near schools.

CITY MANAGER REPORT

City Manager Jaysen Christensen reminded the Council that a work session regarding accessory dwelling units was scheduled for the following morning at 9:00 a.m. He then provided updates on the Operations Center and former library building.

Mr. Christensen reported that staff continued to work with architects and Zions Bank on the previously approved improvements and bond financing for the approximately 34-year-old Operations Center. The project would update the facility to accommodate City growth, address state compliance issues with the fuel island, and provide covered storage for City vehicles and equipment. The improvements would be funded through previously approved utility rate increases rather than property tax revenue or the General Fund. For an average household, the approved monthly increases included approximately $1.63 for water, $0.31 for electric service, and $2.40 for stormwater, which supported overall infrastructure needs within those utilities, including the Operations Center improvements. Staff anticipated bringing the bond issuance to the Council at an upcoming meeting and hoped to advertise the project for bids around January to potentially take advantage of more competitive winter pricing.

Mr. Christensen also updated the Council on the former library building. After previously exploring various public-private partnerships, the City was evaluating the possibility of retaining and operating the building as an event center. Staff was working with Colliers on a pro forma and market rental analysis to evaluate potential revenue and determine the best use of the building's more than 6,000 square feet, including whether some space could accommodate complementary commercial uses.

Preliminary analysis indicated potential rental revenue of approximately $30 per square foot or more, or approximately $180,000 or more annually, which could offset a substantial portion of the building improvement costs. Mr. Christensen emphasized that renovation costs had not yet been determined. The City received responses from 15 architectural firms and narrowed the field to four for interviews. Following selection of an architect and completion of more detailed design, cost estimates, and financial analysis, staff would return to the Council for further consideration of the project.

ADJOURNMENT

Council Member Adams moved to adjourn the meeting at 7:51 p.m. The motion passed unanimously.

CITY COUNCIL STAFF REPORT

MEETING DATE: September 17, 2026

TYPE OF ITEM: Consent Items

PRESENTED BY: Josh Belnap, Public Works Director

SUBJECT/AGENDA TITLE: Approval of Additional Work Under the King's Court Waterline Project Contract

EXECUTIVE SUMMARY:

The contractor for King's Court has completed most of the work for the replacement of a waterline and repaving and will soon be completing work by installing concrete collars around manholes and valves. This project came in significantly under budget, and staff would like to use a small portion of the budget availability to help repair other portions of curb and sidewalk in town.

Staff is proposing up to an additional $70,000 for work that would fit into the contractor's schedule before the fall, and see how far they are able to get. The contractor has done excellent concrete work thus far, and they have agreed to do additional concrete work for the same unit rate as their bid for the waterline project. This means there would be no additional percentages added on for profit/overhead, like is the case with change orders.

It should be noted that this will not take the place of the other curb and sidewalk repair/replacement projects that the City will continue doing over the course of the next 6 months.

City Council Options:
1) Approve, 2) Table

Staff Recommendation:
Approve

Fiscal Impact:
Budgeted Project funds

ATTACHMENTS:
None

ORDINANCE 26-

AN ORDINANCE REPEALING ORDINANCE 26-08-02, WHICH ESTABLISHED A TEMPORARY LAND USE REGULATION ON ACCESSORY STRUCTURES WITHIN THE CITY OF KAYSVILLE

WHEREAS, the City Council of Kaysville adopted Ordinance 26-08-02 on August 20, 2026, establishing a temporary land use regulation concerning accessory structures; and

WHEREAS, Ordinance 26-08-02 provides that the temporary land use regulation shall remain in effect for 180 days from its effective date unless earlier repealed or superseded by an ordinance establishing permanent land use regulations; and

WHEREAS, the City Council has determined that it is in the best interest of the City to repeal the temporary land use regulation established by Ordinance 26-08-02;

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

1. **Section 1. Repeal.** Ordinance 26-08-02, establishing a temporary land use regulation on accessory structures within the City of Kaysville, is hereby repealed in its entirety.

2. **Section 2. Effective Date.** This Ordinance shall take effect upon posting.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this ___ day of __________, 2026.

Tamara Tran, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

CITY COUNCIL STAFF REPORT

COUNCIL MEETING DATE: September 17, 2026

TYPE OF ITEM: ACTION ITEM

PRESENTED BY: Brad McIlrath, Community Development Director

SUBJECT/AGENDA TITLE: ADU Ordinance (DADU Regulations)

EXECUTIVE SUMMARY:

During the 2026 legislative session, Senate Bill 284 (codified in Utah Code Section 10-21-304) established new requirements for cities to allow for detached accessory dwelling units (DADUs) by ordinance before October 1, 2026. The ordinance must allow for DADUs on single family lots larger than 11,000 square feet, comply with building/health/fire codes, and include a process for conversion of legal accessory structures to DADUs subject to setback requirements. The law also provides parameters specifying the limits of what cities can and cannot regulate regarding DADUs.

The Planning Commission considered a draft DADU ordinance on August 13, 2026. A public hearing was held, and several members of the public spoke in favor of placing tighter restrictions into the draft ordinance. The commission voted 6-0 to recommend the draft ordinance with a few changes which were reflected in a draft ordinance presented to the City Council in at the regularly scheduled meeting held August 14, 2026. Based upon the discussion and further input from the public, the Council moved to table the item to further discuss the code standards as part of an upcoming work session.

A work session was held on September 4, 2026, to allow staff and the Council to further discuss the draft ordinance and make revisions prior to the item being brought back for further discussion and possible action before deadline of October 1, 2026.

The draft ADU Ordinance reflects revisions made in accordance with Council direction and input from the public. The draft regulations amend Kaysville City Code Section 17-31-3 "Internal Accessory Dwelling Units" in the following ways:

1. Renaming the section to be "Accessory Dwelling Units."
2. Providing general regulations for all ADUs, and
3. Providing specific regulations applicable to internal and detached accessory dwelling units (IADU & DADU).

Fiscal impact & Fund Source for Recommended Action: Additional code enforcement may be needed to enforce certain provisions of the ordinance, but the cost is unknown at this time.

City Council Options: 1) Adopt Ordinance xx-xx-xx, enacting the proposed changes to Kaysville City Code Section 17-31-3; 2) Adopt Ordinance xx-xx-xx, enacting the proposed changes to Kaysville City Code Section 17-31-3 with modifications; 3) Deny Ordinance xx-xx-xx; or 4) Table Ordinance xx-xx-xx to a future meeting date specified to allow for further revisions and discussion.

Staff Recommendation: Staff Recommends that the City Council adopt Ordinance xx-xx-xx enacting the changes to Kaysville City Code Section 17-31-3 as proposed based upon the following findings:

1. The proposed ordinance changes are compliant with Utah Code Section 10-21-304;
2. The proposed ordinance standards have been thoroughly vetted by the Planning Commission and City Council;
3. The proposed ordinance standards are in general alignment with the Planning Commission's recommendation from August 13, 2026; and
4. The proposed ordinance standards have been drafted with consideration to comments and feedback provided by the public as part of the public hearing with the Planning Commission and public comment with the City Council.

Attachments:

1. Ordinance xx-xx-xx: Amending Kaysville City Code Section 17-31-3 "Internal Accessory Dwelling Units" - DRAFT

ORDINANCE __-__-__

AN ORDINANCE AMENDING SECTION 17-31-3 OF KAYSVILLE CITY CODE TO ALLOW DETACHED ACCESSORY DWELLING UNITS UNDER CERTAIN CONDITIONS; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Kaysville City is authorized under the Utah Constitution, the Utah Municipal Land Use, Development, and Management Act, and its general police powers to regulate land use and adopt zoning regulations that promote the public health, safety, and welfare of its residents; and

WHEREAS, the Utah Legislature amended Utah law to require municipalities to allow Detached Accessory Dwelling Units on qualifying residential properties, subject to reasonable local regulations authorized by state law; and

WHEREAS, the City Council finds it necessary to amend Title 17 of the Kaysville City Code to bring the City's land use regulations into compliance with current requirements of Utah law governing Accessory Dwelling Units; and

WHEREAS, Utah law authorizes municipalities to establish objective standards governing Detached Accessory Dwelling Units, including standards related to design, setbacks, parking, owner occupancy, utilities, and other development requirements; and

WHEREAS, on August 13, 2026, the Kaysville City Planning Commission held a public hearing and voted 6-0 to recommend approval to the City Council subject to amendments regarding minimum square footage, setbacks, size, and minimum rental period; and

WHEREAS, The City Council of Kaysville City finds it to be in the best interest of its citizens to adopt these amendments to the Kaysville City Code to ensure compliance with Utah law while providing clear and consistent standards for the establishment and regulation of Internal and Detached Accessory Dwelling Units.

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: Repeal and Readoption. Title 17, Chapter 31, Section 3 of the Kaysville City Code is hereby repealed and readopted in its entirety to read as follows:

17-31-3 Accessory Dwelling Units.

1. Purpose and Intent. The purpose of these regulations is to provide accessory long-term residential units in conjunction with primary single-family detached dwellings located on individual lots or parcels. Accessory Dwelling Units (ADUs) provide a long-term subordinate residence that can serve as an additional dwelling space for family members or others and can aide in providing an affordable housing option within established neighbors with minimal impacts on adjacent properties or the overall neighborhood. The regulations herein are intended to minimize the impact of an accessory unit on neighboring properties and maintain the residential character of a neighborhood in which they are located. The regulations are intended to promote the health, safety, and welfare or property owners and residents of an ADU.

2. Definitions:

   Detached Accessory Dwelling Unit (DADU) - An accessory dwelling unit that is not attached to or within a primary single-family detached dwelling and located on the same lot or parcel as the primary single-family detached dwelling.

Internal Accessory Dwelling Unit (IADU) - An accessory dwelling unit created within the footprint of a single-family detached dwelling.

2. General ADU Standards.

   a. ADUs are permitted as an accessory use to a legal conforming single-family detached dwelling located on a single lot or parcel within all primarily residential zones.

   b. ADUs shall comply with all applicable building, health, and fire codes.

   c. No more than one ADU (IADU or DADU) shall be permitted on a lot or parcel.

   d. The owner of a lot or parcel where an ADU is located shall reside in the single-family detached dwelling or the ADU as their primary residence. Upon application for an ADU the owner(s) shall complete and submit an owner occupancy affidavit attesting to the occupancy of either unit as the primary residence of the owner(s) of the property.

   e. Occupancy of any ADU shall be limited to a single family as defined by KCC 17-2-2.

   f. An ADU shall maintain the same address as the primary single-family detached dwelling with the addition of "Unit B."

   g. An ADU shall not be made available for rent without the owner of the property first obtaining a valid permit for the ADU and license from Kaysville City to rent the ADU.

   h. Parking Provisions. The minimum amount of off-street parking spaces shall be provided as outlined per the type of ADU.

      i. Any parking spaces displaced by the construction of an ADU (i.e., parking within a garage or carport displaced after the construction of an ADU within the garage or carport) shall be replaced to meet the requirement above.

      ii. The required parking shall be paved with an asphalt or concrete surface and shall not be in tandem with parking required for the primary dwelling unit.

   i. Utilities. ADUs shall not operate on separate utility meters from the primary dwelling and shall not be permitted on a property with a failing sceptic tank.

3. IADU Standards.

   a. An IADU shall be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling.

   b. An IADU shall not be permitted on a property with a total lot size of 6,000 square feet or less.

   c. A minimum of one off-street parking space shall be provided.

   d. An IADU shall not be rented for less than 30 consecutive days.

4. DADU Standards.

   a. A DADU is permitted on any lot or parcel that is:

      i. 11,000 square feet or larger; and

      ii. contains a single-family detached dwelling that is a permitted use on the lot or parcel.

   b. A legally existing accessory structure on a qualifying lot or parcel may be converted to a DADU, pending compliance with this section and all applicable building, health, and fire codes.

   c. A DADU shall be designed consistent with the design of the single-family dwelling on the lot or parcel on which it is located.

d. Size. A DADU shall be limited to no larger than 50% of the footprint of the primary dwelling (including a garage) or 1,200 square feet, whichever is smaller. The size of a two-story DADU with a garage space on the first story (loft DADU) shall be measured by the livable area and not include the square footage of the first story garage.

e. A DADU shall not be located in a front-yard area of a lot or parcel.

f. A DADU shall comply with the following setback regulations:

<table>
<tr><td colspan="2" rowspan="2"></td><td colspan="2">DADU Type</td></tr>
<tr><td>Single Story</td><td>Two Story</td></tr>
<tr><td rowspan="2">Setback Type</td><td>Side Yard</td><td rowspan="2">Same side and rear yard setbacks for primary dwelling as required by the underlying zone.</td><td>Increased to meet the rear yard setback for primary dwellings as required by the underlying zone.</td></tr>
<tr><td>Rear Yard</td><td>Same rear yard setbacks for primary dwelling as required by the underlying zone.</td></tr>
</table>

g. The maximum height of a DADU shall be the height of the primary single-family detached dwelling or 25 feet, whichever is less.

h. Parking. DADUs shall comply with the following parking regulations.

DADU ≤ 650 Sq. Ft.	DADU > 650 Sq. Ft.
Minimum of 1 off-street parking space.	Minimum of 2 off-street parking spaces.

i. Outdoor Living Space. Any attached outdoor livening space such as a deck or balcony on a two story DADU shall comply with the required side and rear setbacks of the structure. Decks, patios, or other outdoor living space on the first floor or ground level are not subject to the setbacks of the DADU, but shall comply with all applicable building, health, and fire code standards related to construction type, height, and location on the property.

j. A DADU shall not be located within a public utility easement or any other recorded easement.

k. A DADU shall not be permitted if a utility service that is a system improvement (including sanitary sewer, culinary water, electrical, or storm water, to which the DADU is required to connect) does not have sufficient capacity to support the addition of the DADU to the utility service system improvements.

l. A DADU shall not be rented for less than 90 consecutive days.

m. Prohibited Structures. The following structures are prohibited for the use or construction of a DADU: recreational vehicles, travel trailers, trailers, mobile homes, or any other temporary structure that cannot be placed on a permanent foundation and comply with all other standards outlined herein.

5. Penalty.

a. In addition to applicable remedies for correction of non-compliance found in KCC 17-1-8 and in the Utah Code, Kaysville City may hold a lien of up to $100.00 per day against a property that contains an ADU if the ADU is in violation of any of the provisions of Utah Code 10-21-304, as amended, or of any provisions of this section. The lien shall be removed after the violations are resolved.

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___.

____

Tamara Tran, Mayor

_

ATTEST:

____

Annemarie Plazier, City Recorder

CITY COUNCIL STAFF REPORT

MEETING DATE: September 17, 2026

TYPE OF ITEM: Action Item

PRESENTED BY: Jaysen Christensen, City Manager

SUBJECT/AGENDA TITLE: Consideration of the Adoption of a Resolution Authorizing the Issuance and Sale of Not More Than $6,500,000 Aggregate Principal Amount of Sales Tax Revenue Bonds, and Related Matters

EXECUTIVE SUMMARY:

Improvements to the Operations Center housing the Public Works, Power and Parks Departments were approved as part of the current FY27 budget. The project has an estimated cost of approximately **$6.4 million** and will expand and renovate portions of the existing building to accommodate staff growth since the facility was constructed 34 years ago; replace the fuel island to comply with state requirements; provide covered storage to better protect City vehicles and equipment; and replace deteriorating parking lot asphalt.

This project represents a significant reduction from an earlier Operations Center concept estimated at approximately $39 million.

The project affects the City's **enterprise funds and is not being funded through the General Fund or property taxes**. Relatively modest utility rate adjustments were included in the FY27 budget to support debt service associated with the project, together with the general citywide costs of maintaining and operating the utilities. The estimated average household impacts are:

- **Water:** $1.63/month
- **Electric:** $0.31/month
- **Stormwater:** $2.40/month

The bonds themselves will be issued as Sales Tax Revenue Bonds. Even though the City will be using utility rate revenues from its enterprise funds to pay off the bonds, the pledge of sales tax revenues as a security are a stronger credit and less risky compared to a utility revenue bond resulting in lower borrowing costs to the City. These are limited obligations of the City and are not general obligation bonds or a pledge of the City's property-taxing authority.

BOND AUTHORIZATION

The proposed resolution establishes the maximum parameters within which the bonds may be sold. It authorizes:

- A maximum principal amount of **$6,500,000**;
- A final maturity of no more than **21 years**;
- A maximum interest rate of **6.0%**; and
- A sale price of not less than **98% of principal**.

The resolution delegates authority to the Mayor, City Manager, or Finance Director, in consultation with the City's municipal advisor, Zions Public Finance, to approve the final principal amount, interest rates, maturities, redemption provisions, method of sale, purchaser, and other final terms, provided they remain within the Council-approved parameters.

The resolution also approves the related Second Supplemental Indenture and Bond Purchase Contract and authorizes the steps necessary to complete the financing. The supplemental indenture establishes the Series 2026 bonds under the City's existing 2017 General Indenture, with Zions Bancorporation serving as trustee. The existing 2017 General Indenture was established for sales tax revenue bonds to construct Pioneer Park, which were paid off in 2024, but the City will be able to plug into that existing framework rather than creating an entirely new indenture for this new series.

Following adoption, the City will publish the required notice and hold a **public hearing on November 5, 2026** regarding the issuance and potential economic impact of the project. The notice also begins the statutory 30-day contest period.

PROJECT SCHEDULE

Staff is working with the architect, CRSA, to complete the full architectural and engineering plans. Beginning design work promptly should allow CRSA to complete the plans this winter, positioning the City to bid during the slower construction season when bid competition may be more favorable.

Although this is a significant capital investment, the improvements are important to maintaining an Operations Center that allows Public Works, Power, and Parks employees to operate effectively, protects valuable City vehicles and equipment, and brings the City's fuel facility into compliance with state requirements.

City Council Options:

Approve, Deny, Table for more information

Staff Recommendation:

Approve

Fiscal Impact:

ATTACHMENTS:

1. Parameters Resolution - Kaysville Sales Tax Rev 2026
2. Second Supplemental Indenture
3. Bond Purchase Contract

Kaysville, Utah

September 17, 2026

The City Council ("City Council") of Kaysville City, Utah (the "City"), met in regular public session on September 17, 2026, at its regular meeting place in Kaysville, Utah at 7:00 p.m. with the following members of the Council present:

Tamara Tran	Mayor
John Swan Adams	Councilmember
Mike Blackham	Councilmember
Abbigayle Hunt	Councilmember
Nate Jackson	Councilmember
Joshua McBride	Councilmember

Also present:

Jaysen Christensen	City Manager
Annemarie Plaizier	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the City Council a Certificate of Compliance with Open Meeting Law with respect to this September 17, 2026, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _________ and seconded by Councilmember ___________, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor and recorded in the official records of the City Council. The resolution is as follows:

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF KAYSVILLE CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $6,500,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2026 (THE "SERIES 2026 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2026 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2026 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2026 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2026 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2026 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING A SUPPLEMENTAL INDENTURE, A BOND PURCHASE CONTRACT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City desires to (a) finance the refurbishing and expansion of the public works and utility operations center and related improvements (the "Project"), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2026 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the City desires to issue the Series 2026 Bonds, to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City, pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) the General Indenture of Trust dated July 1, 2017 (the "General Indenture"), under which the City issued prior series of Sales Tax Revenue Bonds, and a Second Supplemental Indenture of Trust to be entered into in connection with the Series 2026 Bonds (the "Second Supplemental Indenture" and together with the General Indenture, the "Indenture"), with such Second Supplemental Indenture in substantially the form attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds for project purposes, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to post a Notice of Public Hearing and Bonds to Be Issued in compliance with the Act with respect to the Series 2026 Bonds; and

WHEREAS, pursuant to Sections 11-14-316, and 11-14-318 of the Act, the Notice of Public Hearing and Bonds to Be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the Series 2026 Bonds and (c) initiates a 30-day contestability period in which any person of interest may contest the issuance of the Series 2026 Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase contract (the "Bond Purchase Contract"), in substantially the form attached hereto as Exhibit C to be entered into between the City and the underwriter/purchaser (the "Underwriter/Purchaser") selected by the City; and

WHEREAS, in order to allow the City, in consultation with the City's Municipal Advisor, Zions Public Finance, Inc. flexibility in setting the pricing date of the Series 2026 Bonds, the Council desires to grant to any one of the Mayor, City Manager or the Director of Finance of the City (each a "Designated Officer") the authority to select the Underwriter/Purchaser, approve the method of sale, principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2026 Bonds shall be sold, and make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters") and provided that the Designated Officer approves such terms;

NOW, THEREFORE BE IT RESOLVED by the City Council of Kaysville City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2026 Bonds, the City hereby authorizes the issuance of a series of bonds which shall be designated "Kaysville City, Utah Sales Tax Revenue Bonds, Series 2026" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the aggregate principal amount of not to exceed $6,500,000. The Series 2026 Bonds shall mature in not more than twenty-one (21) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed six percent (6.00%) per annum, as shall be approved by the Designated Officers all within the Parameters set forth herein.

Section 2. The Second Supplemental Indenture and the Bond Purchase Contract, in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Second Supplemental Indenture and the Bond Purchase Contract (or term sheet or certificate of award if the Series 2026 Bonds are sold at a competitive sale) in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 3 hereof. The Designated Officers are hereby authorized to select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2026

Bonds for and on behalf of the City, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officers or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Second Supplemental Indenture, the Series 2026 Bonds, the Bond Purchase Contract, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2026 Bonds (within the Parameters), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Mayor or Designated Officer on behalf of the City of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The form, terms, and provisions of the Series 2026 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder (or any deputy City Recorder, collectively, the "City Recorder") are hereby authorized and directed to execute and seal the Series 2026 Bonds and to deliver said Series 2026 Bonds to the trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 5. The Designated Officers or other appropriate officials of the City are hereby authorized and directed to execute and deliver to the trustee the written order of the City for authentication and delivery of the Series 2026 Bonds in accordance with the provisions of the Indenture.

Section 6. Upon their issuance, the Series 2026 Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Series 2026 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2026 Bonds or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 7. The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers (including but not limited to an escrow agreement) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2026 Bonds are delivered by the trustee to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2026 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9. The City shall hold a public hearing on November 5, 2026, to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2026 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing and bonds to be issued is posted (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. The City additionally authorizes the publication of such notice pursuant to Sections 11-14-316, and 11-14-318 of the Act as (a) notice of its intent to issue bonds, (b) notice of a public hearing to receive input from the public with respect to the Series 2026 Bonds and (c) the initiation of a 30-day contestability period in which any person of interest may contest the issuance of the Series 2026 Bonds. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City's offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the initial posting thereof. The City directs its officers and staff to post a "Notice of Public Hearing and Bonds to Be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on September 17, 2026, the City Council (the "Council") of Kaysville City, Utah (the "City"), adopted a resolution (the "Resolution") authorizing the issuance of the City's Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), to be issued in one or more series and with such other series or title designation(s) as may be determined by the City and called a public hearing to receive input from the public with respect to the issuance of the Series 2026 Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City shall hold a public hearing on November 5, 2026, at the hour of 7:00 p.m. at 23 East Center Street, Kaysville, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2026 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2026 BONDS

The Series 2026 Bonds will be issued for the purpose of (a) financing the refurbishing and expansion of the public works and utility operations center and all related improvements (collectively, the "Project"), (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2026 Bonds.

PARAMETERS OF THE SERIES 2026 BONDS

The City intends to issue the Series 2026 Bonds in the aggregate principal amount of not more than Six Million Five Hundred Thousand Dollars ($6,500,000), to mature in not more than twenty-one (21) years from their date or dates, to be sold at a price of not less than ninety-eight percent (98%) of the total principal amount thereof, and to bear interest at a rate or rates not to exceed six percent (6.00%) per annum. The Series 2026 Bonds are to be issued and sold by the City pursuant to the Resolution, including as part of said Resolution a General Indenture of Trust and a Second Supplemental Indenture of Trust (together, the "Indenture"), which will be before the Council in substantially final form at the time of the adoption of the Resolution.

REVENUES PROPOSED TO BE PLEDGED

The City proposes to pledge all or a portion of the (i) local sales and use tax revenues received by the City pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code, (ii) the Municipal Energy Sales and Use Tax revenues received by the City pursuant to Title 10, Chapter 1, Part 3, Utah Code; and (iii) the Telecommunications Franchise Tax revenues received by the City pursuant to Title 10, Chapter 1, Part 4, Utah Code for the payment of the Series 2026 Bonds (the "Revenues").

OUTSTANDING BONDS SECURED BY REVENUES

The City currently has no bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE CITY

Information regarding all of the City's outstanding bonds may be found in the City's audited financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreports/s/. For additional information more recent than as of the date of the Financial Report please contact Jaysen Christensen, City Manager at (801) 497-7007.

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2026 Bonds, if held until maturity is $9,166,725.00.

A copy of the Resolution and the Indenture will be on file in the office of the City Recorder, 23 East Center Street, Kaysville, Utah, where they may be examined during regular business hours of the City Recorder from 8:30 a.m. to 5:00 p.m., Monday through Thursday, and from 8:30 a.m. to 1:00 p.m. on Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person of interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Series 2026 Bonds), or the Series 2026 Bonds, or any provision made for the security and payment of the Series 2026 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this September 17, 2026.

/s/ Annemarie Plaizier
City Recorder

Section 10. The City hereby reserves the right to opt not to issue the Series 2026 Bonds for any reason.

Section 11. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 12. Upon the issuance of the Series 2026 Bonds, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2026 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 13. The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2026 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2026 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $6,500,000.

APPROVED AND ADOPTED this September 17, 2026.

(SEAL)

By: ________________________________
Mayor

ATTEST:

By: ______________________________
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: ________________________________
Mayor

ATTEST:

By: ________________________________
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

I, Annemarie Plaizier, the undersigned City Recorder of Kaysville City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on September 17, 2026, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 17, 2026, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was posted no less than fourteen (14) days before the public hearing date (a) as a Class A notice under Section 63G-30-102: (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required by Section 45-1-101, Utah Code.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on September 17, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this September 17, 2026.

(SEAL)

By:______________________________________
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Annemarie Plaizier, the undersigned City Recorder of Kaysville City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 17, 2026 public meeting held by the City Council of the City (the "City Council"), as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1 (the "Notice"), to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such notice, in the form attached hereto as Schedule 1 to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the 2026 Notice of Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) (the "Annual Notice") was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Annual Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 17, 2026.

(SEAL)

By:____________________________________
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF SECOND SUPPLEMENTAL INDENTURE

EXHIBIT C

FORM OF BOND PURCHASE CONTRACT

SECOND SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _______, 2026

between

KAYSVILLE CITY, UTAH,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
as Trustee

and supplementing

General Indenture of Trust
Dated as of July 1, 2017

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SECOND SUPPLEMENTAL INDENTURE OF TRUST

This Second Supplemental Indenture of Trust, dated as of _______, 2026, by and between Kaysville City, Utah, a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and Zions Bancorporation, National Association, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of July 1, 2017, as previously supplemented (the "General Indenture"), with the Trustee; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act") authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns, or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, the Issuer desires to finance the refurbishing and expansion of the public works and utility operations center and all related improvements (the "Series 2026 Project"); and

WHEREAS, to (a) finance the Series 2026 Project, and (b) pay the costs of issuance associated with the issuance of the Series 2026 Bonds (defined below) herein authorized, the Issuer has determined to issue its Sales Tax Revenue Bonds, Series 2026 in the aggregate principal amount of $__________ (the "Series 2026 Bonds"); and

WHEREAS, based upon the information available to the Issuer, the Series 2026 Bonds shall not at any one time exceed an amount for which the average annual installments of principal and interest will exceed eighty percent (80%) of the taxes included in the Revenues received by the Issuer (or would have been received by the Issuer had such taxes been in place) during its fiscal year immediately preceding the fiscal year in which the Series 2026 Bonds will be issued; and

WHEREAS, the Series 2026 Bonds will be authorized, issued, and secured under the General Indenture, as amended and supplemented by this Second Supplemental Indenture of Trust (the "Second Supplemental Indenture," and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2026 Bonds and of this Second Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this Second Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2026 Bonds, and all Additional Bonds issued and outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security

Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Second Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I
SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Second Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"Dated Date" means, with respect to the Series 2026 Bonds, the date of initial issuance and delivery thereof.

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

“Interest Payment Date” means, with respect to the Series 2026 Bonds, each _________ and _________ commencing _________, ____.

“Issuer” means Kaysville City, Utah.

“Regular Record Date” means the fifteenth day immediately preceding each Interest Payment Date.

“Series 2026 Bonds” means the Issuer’s $__________ Sales Tax Revenue Bonds, Series 2026 herein authorized.

“Series 2026 Construction Account” means the account established within the Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2026 Bonds shall be deposited as provided herein.

“Series 2026 Cost of Issuance Account” means the account established pursuant to Section 3.2 hereof.

“Series 2026 Debt Service Reserve Requirement” means [$0].

“Series 2026 Project” means the refurbishing and expansion of the public works and utility operations center and all related improvements.

“Underwriter” means _____________________.

ARTICLE II
ISSUANCE OF THE SERIES 2026 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2026 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance all or a portion of the costs of the Series 2026 Project and (ii) pay costs incurred in connection with the issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be limited to $__________ in aggregate principal amount, shall be issued in fully registered form, in denominations of $5,000 or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2026 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, “Sales Tax Revenue Bonds, Series 2026.”

Section 2.2 Date, Maturities and Interest. The Series 2026 Bonds shall be dated as of the Dated Date, and shall mature on _________, ____ in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2026 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date (_________)	Principal Amount	Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2026 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2026 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2026 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2026 Bonds.

Section 2.4 Optional Redemption. The Series 2026 Bonds maturing on or prior to _________, ____ are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after _________, ____, are subject to redemption at the option of the Issuer on _________, ____, and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.5 Delivery of Bonds. The Series 2026 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the ______________________. upon payment of the purchase price thereof.

Section 2.6 Designation of Registrar. Zions Bancorporation, National Association, Salt Lake City, Utah or Trustee's Principal Corporate Trust Office, is hereby designated as Registrar for the Series 2026 Bonds, which appointment shall be evidenced by a written acceptance from the Registrar.

Section 2.7 Designation of Paying Agent. Zions Bancorporation, National Association, Salt Lake City, Utah or Trustee's Principal Corporate Trust Office, is hereby designated as Paying Agent for the Series 2026 Bonds, which appointment shall be evidenced by a written acceptance from the Paying Agent.

Section 2.8 Limited Obligation. The Series 2026 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2026 Bonds proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.9 Book-Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.9, the Registered Owner of all Series 2026 Bonds shall be, and the Series 2026 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.9, "DTC"). Payment of the interest on any Series 2026 Bonds shall be made in accordance with the provisions of this Second Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2026 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2026 Bonds. Upon initial issuance, the ownership of each such Series 2026 Bonds shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2026 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2026 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2026 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2026 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2026 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2026 Bonds for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2026 Bonds, (2) giving notices of redemption and other matters with respect to such Series 2026 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2026 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2026 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this Second Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Second Supplemental Indenture, the word “Cede” in this Second Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9 and notwithstanding any other provisions of this Second Supplemental Indenture, the Series 2026 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2026 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2026 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2026 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2026 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2026 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2026 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2026 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2026 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series

2026 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2026 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2026 Bonds certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2026 Bonds.

(iv) Notwithstanding any other provision of this Second Supplemental Indenture to the contrary, so long as any Series 2026 Bonds is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2026 Bonds and all notices with respect to such Series 2026 Bonds shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2026 Bonds registered in the name of Cede pursuant to this Second Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.10 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2026 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE III
APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2026 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2026 Bonds in the amount of $_______ (being the par amount of the Series 2026 Bonds, plus a reoffering premium of $_______ and less an Underwriter's discount of $_______)

(a) In the Series 2026 Construction Account within the Construction Fund, the amount of $________ to finance the Series 2026 Project; and

(b) The remaining amount to be deposited into the Series 2026 Cost of Issuance Account to pay costs of issuance.

Section 3.2 Creation and Operation of Series 2026 Cost of Issuance Account. A Series 2026 Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay costs of issuance of the Series 2026 Bonds. Costs of issuance shall be paid by the Trustee from the Series 2026 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request by an Authorized Representative in substantially the form of Exhibit B attached hereto. Any unexpended balances remaining in the Series 2026 Cost of Issuance Account 60 days after delivery of the Series 2026 Bonds shall be paid to the Issuer.

Section 3.3 Disbursements from Series 2026 Construction Account. Disbursements of moneys in the Series 2026 Construction Account shall be made in accordance with the provisions of Section 5.1 of the General Indenture.

Section 3.4 No Series 2026 Debt Service Reserve Account. There shall be no Debt Service Reserve Requirement with respect to the Series 2026 Bonds.

Section 3.5 Series 2026 Bonds as Additional Bonds. The Series 2026 Bonds are issued as Additional Bonds under the Indenture and are on parity with Bonds previously issued and Outstanding under the General Indenture. The Issuer hereby certifies that the following requirements set forth in Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2026 Bonds.

(i) No Event of Default has occurred under the Indenture; and

(ii) A certificate has been delivered to the Trustee by an Authorized Representative to the effect that the Revenues for the 12 month period beginning July 1, 2024 and ending June 30, 2025 (within the 24 months immediately preceding the date of issuance of the Series 2026 Bonds) were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Series 2026 Bonds plus (y) the maximum annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of the Series 2026 Bonds; and

(iii) All payments required by the Indenture to be made into the Bond Fund have been made in full, and there is on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument Coverage) the full amount required by the Indenture, if any, to be accumulated therein at such time; and

(iv) The proceeds of the Series 2026 Bonds will be used to finance a Project (including the funding of necessary reserves and the payment of costs of issuance).

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE, SALE OF SERIES 2026 BONDS

Section 4.1 Confirmation of General Indenture. As supplemented by this Second Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this Second Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this Second Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

Section 4.2 Confirmation of Sale of Series 2026 Bonds. The sale of the Series 2026 Bonds to the ______________________. as described in Section 3.5 herein is hereby ratified, confirmed and approved.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability. If any provision of this Second Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Second Supplemental Indenture contained, shall not affect the remaining portions of this Second Supplemental Indenture, or any part thereof.

Section 5.2 Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Second Supplemental Indenture of Trust to be executed as of the date first above written.

KAYSVILLE CITY, UTAH

(SEAL)

By:______________________________________
Mayor

COUNTERSIGN:

____
City Recorder

ZIONS BANCORPORATION,
NATIONAL ASSOCIATION, as Trustee

By:______________________________________
Title:

EXHIBIT A

(FORM OF SERIES 2026 BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
KAYSVILLE CITY, UTAH
SALES TAX REVENUE BONDS
SERIES 2026

Number R - $_________

Interest Rate	Maturity Date	Dated Date	CUSIP
			___

Registered Owner: CEDE & CO.

Principal Amount: ____________________AND NO/100 DOLLARS*****************

Kaysville City, Utah ("Issuer"), a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on _________ and _________ of each year commencing _________, ____ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association, Salt Lake City, Utah ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Series 2026 Bond is one of an issue of Bonds of the Issuer designated Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds") in the aggregate principal amount of $__________ of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust, dated as of July 1, 2017, and a Second Supplemental Indenture of Trust dated as of _______, 2026, each by and between the Issuer and the Trustee, (together, the "Indenture") approved by a resolution of the Issuer adopted on September 17, 2026 (collectively, the "Resolution"), for the purpose of (i) financing the refurbishing and expansion of the public works and utility operations center and all related improvements (collectively, the "Series 2026 Project"), and (ii) paying issuance expenses to be incurred in connection with the issuance and sale of the Series 2026 Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Kaysville City, Utah Sales Tax Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues as defined in and more fully described and provided in the Indenture.

The Series 2026 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2026 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2026 Bonds, the terms upon which the Series 2026 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2026 Bonds and on all Series 2026 Bonds authenticated prior to the first Interest Payment Date, shall accrue from the Dated Date specified above. Interest on the Series 2026 Bonds authenticated on or subsequent to the first Interest Payment Date, shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date as of that date; provided, however, that if interest on the Series 2026 Bonds shall be in default, interest on the Series 2026 Bonds issued in exchange for Series 2026 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2026 Bonds surrendered.

The Series 2026 Bonds are subject to optional redemption prior to maturity as provided in the Indenture.

This Series 2026 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the Principal Corporate Trust Offices of Zions Bancorporation, National Association (the "Registrar"), but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Series 2026 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Series 2026 Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Series 2026 Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2026 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that, within the limits provided by law, it will cause to be collected and accounted for sufficient Revenues as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this Series 2026 Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THE SERIES 2026 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE TAXES INCLUDED IN THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2026 BONDS, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2026 BONDS.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2026 Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2026 Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2026 Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Series 2026 Bond is one and all bonds issued on a parity with this Series 2026 Bond.

This Series 2026 Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Series 2026 Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2026 Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)
Mayor

COUNTERSIGN:

(facsimile or manual signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Sales Tax Revenue Bonds, Series 2026 of Kaysville City, Utah.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: ________(Manual Signature)___________
Authorized Officer

Date of Authentication: __________

ASSIGNMENT

FOR VALUE RECEIVED, ____, the undersigned, hereby sells, assigns and transfers unto:

____

(Social Security or Other Identifying Number of Assignee)

____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints ________________________ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:___________________

Signature:_________________________________

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT ____
(Cust.)

Custodian for ____
(Minor)

under Uniform Gifts to Minors Act of ____
(State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.2 of the Second Supplemental Indenture of Trust dated as of _______, 2026, you are hereby authorized to pay the following costs of issuance from the Series 2026 Cost of Issuance Account:

[See Attached Schedule]

____
AUTHORIZED REPRESENTATIVE,
KAYSVILLE CITY, UTAH

COSTS OF ISSUANCE

Series 2026 Bonds

Payee	Purpose	Amount

BOND PURCHASE CONTRACT

KAYSVILLE CITY, UTAH

$__________
SALES TAX REVENUE BONDS,
SERIES 2026

___________, 2026

Kaysville City, Utah
23 East Center Street
Kaysville, Utah 84037

Ladies and Gentlemen:

____________________________, acting on behalf of itself and not as an agent or representative of you (the "Underwriter"), offers to enter into this purchase contract (the "Purchase Contract") with Kaysville City, Utah (the "Issuer"), which will be binding upon the Issuer and the Underwriter upon the acceptance hereof by the Issuer. This offer is made subject to its acceptance by the Issuer by execution of this Purchase Contract and its delivery to the Underwriter, on or before 5:00 p.m., Utah time, on the date hereof. All terms used herein and not otherwise defined shall have the meanings given to such terms in the Official Statement (as hereafter defined).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the respective representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to cause to be delivered to the Underwriter, all (but not less than all) of $___________ aggregate principal amount of Kaysville City, Utah Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds"). The Series 2026 Bonds will mature in the amounts and on the dates, bear interest at the rates and be subject to redemption as set forth on Exhibit A hereto. The Underwriter will purchase the Series 2026 Bonds for the aggregate purchase price of $_____________ (representing the aggregate principal amount of the Series 2026 Bonds plus [original issue] premium of $_________ and less an Underwriter's discount of $_________).

2. Description and Purpose of the Series 2026 Bonds. The Series 2026 Bonds shall be as described in the Official Statement of the Issuer dated ____________, 2026, relating to the Series 2026 Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "Official Statement") and shall be issued and secured under and pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"); (b) a resolution of the Issuer adopted on September 17, 2026 (the "Resolution"), by the City Council of the Issuer (the "City Council") providing for the issuance

and sale of the Series 2026 Bonds, and (c) a General Indenture of Trust, dated as of July 1, 2017 (the "General Indenture"), as previously supplemented, and a Second Supplemental Indenture of Trust, dated as of _________, 2026 (the "Second Supplemental Indenture" and, together with the General Indenture, the "Indenture") between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The proceeds of the sale of the Series 2026 Bonds will be used for the purpose of (i) financing the refurbishing and expansion of the public works and utility operations center and all related improvements (the "Series 2026 Project") and (ii) paying costs of issuance with respect to the Series 2026 Bonds.

The Series 2026 Bonds are special obligations of the Issuer payable solely from and secured solely by the Revenues (as defined in the Indenture) and to the extent provided in the Indenture. The Series 2026 Bonds are not general obligations of the Issuer, the State of Utah, or any other political subdivision, and the full faith and credit of the Issuer is not pledged to the payment of the Series 2026 Bonds.

3. Purchase of Bonds. The Underwriter intends to make a bona fide initial public offering of all Bonds. The Underwriter agrees to purchase all the Series 2026 Bonds at the offering prices (or yields) set forth in Exhibit A. Subsequent to the initial purchase, the Underwriter reserves the right to sell or transfer the Series 2026 Bonds to certain dealers and other investors at prices higher or lower than such initial purchase prices.

4. Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel (defined below), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2026 Bonds may be taken on behalf of the Issuer by the Issuer's financial advisor, Zions Public Finance, Inc. (the "Financial Advisor"), and any notice or report to be provided to the Issuer may be provided to the Financial Advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2026 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Series 2026 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026 Bonds.

(c) The Underwriter confirms that it has offered the Series 2026 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2026 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5^{th}) business day after the sale date whether it has sold 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public),

(iii) a purchaser of any of the Series 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

5. Compliance with Rule 15c2-12; Use of Documents.

(a) A copy of the Preliminary Official Statement, dated __________. 2026 (the "Preliminary Official Statement"), of the Issuer relating to the Series 2026 Bonds has been provided to the Underwriter by the Issuer.

(b) The Preliminary Official Statement and the Official Statement have been prepared by the Issuer for use by the Underwriter in connection with the public offer, sale and distribution of the Series 2026 Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed "final" by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2026 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 (defined below).

(c) The Issuer hereby authorizes the Underwriter to use and distribute, in connection with any offer and sale of the Series 2026 Bonds: the Official Statement, the Indenture, the Resolution, and the Continuing Disclosure Undertaking (as hereinafter defined), and other documents or contracts to which the Issuer is a party in connection with the transactions contemplated by this Purchase Contract, including this Purchase Contract and all information contained herein, and all other documents, certificates and statements furnished by the Issuer to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

6. The Closing. At ______ a.m., Utah time, on ___________, 2026 (the "Closing Date"), or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will cause to be executed and delivered (i) the Series 2026 Bonds in book-entry form through the facilities of The Depository Trust Company, or its agent, on behalf of the Underwriter and (ii) the closing documents hereinafter mentioned at the offices of Gilmore & Bell, P.C. ("Bond Counsel") in Salt Lake City, Utah, or another place to be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery of the Series 2026 Bonds and pay the purchase price of such Series 2026 Bonds as set forth in Section 1 hereof in immediately available funds to the order of the Issuer. This payment for and delivery of the Series 2026 Bonds, together with the execution and delivery of the aforementioned documents, is herein called the "Closing."

7. Issuer Representations, Warranties and Covenants. The Issuer represents, warrants and covenants to the Underwriter that:

(a) Due Organization, Existence and Authority. The Issuer is a political subdivision of the State of Utah (the "State"), duly organized and validly existing under the laws of the State, with full right, power and authority to execute, deliver and perform its obligations under this Purchase Contract, the Series 2026 Bonds, the Indenture, and the Continuing Disclosure Undertaking (collectively, the "Bond Documents"), and to carry out and consummate the transactions contemplated by the Bond Documents and the Official Statement.

(b) Resolution. The Issuer has and will have on the Closing Date the power and authority to adopt the Resolution, perform its obligations thereunder and collect the Revenues.

(c) Due Authorization and Approval. By all necessary official action of the Issuer, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained or described in the Official Statement, the Bond Documents, and the Resolution and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, the Bond Documents, and the Resolution will constitute the legally valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or affecting creditors' rights generally or by the exercise of judicial discretion in appropriate cases or by limitations on legal remedies against public agencies in the State.

(d) Official Statement Accurate and Complete. The Preliminary Official Statement as of its date and the date of this Purchase Contract, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Official Statement contains, and up to and including the Closing, will contain no misstatement of any material fact and does not, and up to and including the Closing, will not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system).

(e) Underwriter's Consent to Amendments and Supplements to the Official Statement. The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Series 2026 Bonds.

(f) Issuer Agreement to Amend or Supplement the Official Statement. If after the date of this Purchase Contract and until 25 days after the end of the period described in paragraph (f)(2) of Section 240 15c2-12 in Chapter II of Title 17 of the Code of Federal Regulations ("Rule 15c2-12"), any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and, in the reasonable opinion of the Underwriter, an amended or supplemented Official Statement should be delivered in connection with the offers or sales of the Series 2026 Bonds to reflect such event, the Issuer promptly will prepare at its expense an amendment or supplement which will correct such statement or omission and the Issuer shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. The Underwriter hereby agrees to deposit the Official Statement with the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter acknowledges that the end of the period described above will be the date of Closing unless the Underwriter otherwise notifies the Issuer.

If the Official Statement is supplemented or amended pursuant to the paragraph above, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(g) No Material Change in Finances. The Issuer is not aware of the financial statements of or other financial information regarding the Issuer included in the Preliminary Official Statement and the Official Statement containing any untrue statement of a material fact or omitting to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. Except as otherwise described in the Official Statement, there shall not have been any material adverse changes in the financial condition of the Issuer since the end of the fiscal year of its most recent audited financial report.

(h) No Breach or Default. As of the time of acceptance hereof, (A) the Issuer is not in default, nor has it been in default, as to principal or interest with respect to an obligation issued by the Issuer, and (B) the Issuer is not and will not be, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, a default or event of default under any such instrument; and, as of such time, the authorization, execution and delivery of the Bond Documents, the adoption of the Resolution, and compliance with the provisions of each of such agreements or instruments do not and will not, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Bond Documents.

(i) No Litigation. As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best knowledge of the Issuer after due investigation, threatened (A) in any way questioning the corporate existence of the Issuer or the titles of the officers of the Issuer to their respective offices; (B) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Series 2026 Bonds, or in any way contesting or affecting the validity of the Series 2026 Bonds or the Bond Documents or the Resolution or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Series 2026 Bonds from gross income for federal income tax purposes or contesting the powers of the Issuer to enter into the Bond Documents or to adopt the Resolution; (C) which, except as described in the Official Statement, may result in any material adverse change to the financial condition of the Issuer; or (D) contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto or asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (A) through (D) of this sentence.

(j) No Prior Liens on Revenues. There are no bonds, notes or other obligations of the Issuer that are secured by a pledge of the Revenues that is prior to the pledge made in favor of the Series 2026 Bonds pursuant to the Indenture. Between the time of acceptance hereof and the Closing Date, the Issuer will not, without the prior written consent of the Underwriter, issue any revenue bonds or securities payable from the Revenues (as defined in the Indenture) other than the Series 2026 Bonds.

(k) Further Cooperation; Blue Sky. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (A) to qualify the Series 2026 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (B) to determine the eligibility of the Series 2026 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2026 Bonds; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(l) Consents and Approvals. All authorizations, approvals, licenses, permits, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with, the Bond Documents or the collection by the Issuer of the Revenues as contemplated in the Official Statement have been duly obtained or made, except as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2026 Bonds.

(m) Deemed Representations. Any certificate signed by any official of the Issuer and delivered to the Underwriter shall be deemed to be a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(n) Delivery of Official Statement. As promptly as practicable after the execution of this Purchase Contract, but in any event no later than the seventh business day after the date of this Purchase Contract, the Issuer shall prepare and deliver to the Underwriter one copy, in "designated electronic format" (as defined in MSRB Rule G-32), of the Official Statement of the Issuer relating to the Bonds, such Official Statement to be in substantially the same form as the Preliminary Official Statement, with only such changes as shall be necessary to reflect the terms of the Series 2026 Bonds or to conform to the provisions of the Bond Documents or as may be approved by the Underwriter (said document, including its cover page and Appendices, is herein called the "Official Statement").

(o) Continuing Disclosure. Except as described in the Official Statement, during the past five years, the Issuer has not failed to comply in any material respect with any continuing disclosure undertaking previously entered into by the Issuer pursuant to Rule 15c2-12 of the Securities and Exchange Commission. The Issuer will undertake, pursuant to a continuing disclosure undertaking (the "Continuing Disclosure Undertaking"), to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12. A form of the Continuing Disclosure Undertaking is set forth in Appendix D to the Official Statement.

8. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and covenants herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations, warranties and covenants of the Issuer contained herein, shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(i) Executed Agreements and Performance Thereunder. At the time of the Closing (A) the Bond Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter, (B) the Resolution and any other resolutions or ordinances as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by the Official Statement and the Bond Documents shall be in full force and effect, (C) the Issuer shall perform or have performed its obligations required or specified in the Bond Documents and the Resolution to be performed at or prior to Closing, and (D) the Official Statement shall not have been supplemented or amended, except pursuant to Paragraphs 7(e)and 7(f) hereof or as otherwise may have been agreed to in writing by the Underwriter.

(ii) No Default. At the time of the Closing, no default, or any event that with the passage of time would be reasonably likely to result in default, shall have occurred or be existing under the Resolution, the Bond Documents, or any other agreement or document pursuant to which any of the Issuer's financial obligations were issued and the Issuer shall not be in default in the payment of principal or interest on any of its financial obligations which default would materially adversely impact the ability of the Issuer to collect the Revenues.

(b) Termination Events. The Underwriter shall have the right to terminate this Purchase Contract, without liability therefor, by written notification to the Issuer if at any time at or prior to the Closing:

(i) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information or the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market for the Series 2026 Bonds; or

(ii) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Series 2026 Bonds which, in the opinion of the Underwriter, materially adversely affects the market for the Series 2026 Bonds; or

(iii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Series 2026 Bonds is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or

(iv) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2026 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Series 2026

Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(v) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis, or the escalation thereof, the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2026 Bonds as contemplated in the Official Statement; or

(vi) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (A) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Series 2026 Bonds or similar obligations; or (B) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2026 Bonds as contemplated in the Official Statement; or

(vii) a general banking moratorium shall have been declared by federal or New York or State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2026 Bonds as contemplated in the Official Statement; or

(viii) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's Investors Service ("Moody's"), S&P Global Ratings ("S&P"), or Fitch Ratings ("Fitch") of any debt securities issued by the Issuer, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by the Issuer, including the Series 2026 Bonds or the Outstanding Parity Bonds;

(ix) the commencement of any action, suit or proceeding described in Paragraph 7(i) hereof which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Series 2026 Bonds; or

(x) there shall have occurred any change in the affairs or financial condition of the Issuer materially adverse to the Series 2026 Bonds.

(c) Closing Documents. At or prior to the Closing, the Underwriter shall receive with respect to the Series 2026 Bonds the following documents:

(i) Bond Opinion. An approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, dated the date of the Closing and substantially in the form included as Appendix E to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the Issuer may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(ii) Supplemental Bond Counsel Opinion. An opinion and letter of Gilmore & Bell, P.C., as Bond Counsel to the Issuer, addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing substantially to the following effect:

(A) This Purchase Contract has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto is a valid and binding agreement of the Issuer enforceable in accordance with its terms, except that the rights and obligations under the Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State;

(B) The Series 2026 Bonds are exempt securities that do not require registration under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended;

(C) The statements contained in the Official Statement on the cover page and under the captions "THE SERIES 2026 BONDS" (except under the caption "Book-Entry Only System"), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds," "—Additional Bonds," and "TAX MATTERS" and in Appendices C and E thereto, insofar as such statements purport to summarize certain provisions of the Series 2026 Bonds, the Indenture, and Bond Counsel's opinions concerning certain tax matters relating to the Series 2026 Bonds, present a fair and accurate summary of such provisions; and

(iii) Opinion of Counsel to the Issuer. An opinion of the City Attorney for the Issuer, dated the Closing Date, addressed to the Underwriter, the Issuer, the Trustee and to Bond Counsel, in substantially the form set forth in Exhibit B hereto;

(iv) Issuer Certificate. A certificate of the Issuer, dated the date of the Closing, signed on behalf of the Issuer by a duly authorized officer of the Issuer to the effect that:

(A) The representations, warranties and covenants of the Issuer contained in the Purchase Contract are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Issuer has complied with all of the terms and conditions of the Purchase Contract required to be complied with by the Issuer at or prior to the date of the Closing;

(B) No event affecting the Issuer has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system); and

(C) No event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Bond Documents;

(v) Trustee's Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the Trustee satisfactory in form and substance to the Underwriter, to the effect that:

(A) The Trustee is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Indenture;

(B) The Trustee is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture, and assuming due authorization and execution by the other parties thereto, the Indenture is legal, valid and binding upon the Trustee, and enforceable against the Trustee in accordance with its terms;

(C) The Trustee has duly authenticated the Series 2026 Bonds under the Indenture and delivered the Series 2026 Bonds to or upon the order of the Underwriter; and

(D) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is or will be required for the execution and delivery of the Series 2026 Bonds or the consummation by the Trustee of its obligations under the Indenture;

(vi) Official Statement. The Official Statement and each supplement or amendment, if any, thereto;

(vii) Documents. An original executed copy of each of the Bond Documents;

(viii) Resolution. A certified copy of the Resolution;

(ix) IRS Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared for filing;

(x) Tax Certificate. A tax certificate in form satisfactory to Bond Counsel;

(xi) Rating. Evidence from ______ and _______ that the Series 2026 Bonds have been assigned the rating of "[AAA]";

(xii) Continuing Disclosure Undertaking. An executed copy of the Continuing Disclosure Undertaking; and

(xiii) Additional Documents. Such additional certificates, instruments and other documents as the Underwriter may reasonably deem necessary.

If the Issuer shall be unable to satisfy the conditions contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except as further set forth in Section 9 hereof.

9. Expenses. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and disclosure counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; (e) Trustee fees; and (f) the fees of counsel to the Underwriter.

The Underwriter shall pay and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the initial purchase of the Series 2026 Bonds, including any costs or expenses related to CUSIP Service Bureau fees. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Contract.

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2026 Bonds.

10. Notice. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to its address set forth above,

and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to:

____
____
____

11. Entire Agreement. This Purchase Contract, when accepted by the Issuer, shall constitute the entire agreement among the Issuer and the Underwriter with respect to the subject matter hereof and is made solely for the benefit of the Issuer and the Underwriter (including the successors of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All of the representations, warranties and agreements of the Issuer in this Purchase Contract shall remain operative and in full force and effect except as otherwise provided herein, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2026 Bonds.

12. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (a) the purchase and sale of the Series 2026 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (d) the Issuer has consulted its own legal, financial and other advisors to the extent deemed appropriate, and (e) the Issuer received from the Underwriter its letter dated __________ __, 20__, addressed to the Issuer concerning the Underwriter's disclosure obligations relating to the Series 2026 Bonds under MSRB Rule G-17 and the Issuer acknowledged receipt of such letter.

13. Representations, Covenants, and Agreements of the Underwriter. The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted

company for the duration of any contractual arrangement with the Issuer, including this Purchase Contract.

14. Counterparts. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

15. Electronic Signature. Each party hereto acknowledges and agrees that it may execute this Purchase Contract, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

16. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

17. STATE LAW GOVERNS. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS PURCHASE CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.

18. No Assignment. The rights and obligations created by this Purchase Contract shall not be subject to assignment by the Underwriter or the Issuer without the prior written consent of the other party hereto.

____

____
[Title]

Accepted as of the date
first stated above

at ________ p.m. MDT

KAYSVILLE CITY, UTAH

By_____________________________________
Mayor

ATTEST AND COUNTERSIGN:

By_____________________________________
City Recorder

EXHIBIT A

Kaysville City, Utah

$___________
Sales Tax Revenue Bonds, Series 2026

Maturity Date (________)	Principal Amount	Interest Rate	Price	Yield	Pricing Rule

____

c [Yield to optional call on _______, ____.]
* [General rule maturities]
[(Note: There were no undersold maturities.)]

EXHIBIT B

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

$___________
KAYSVILLE CITY, UTAH
SALES TAX REVENUE BONDS, SERIES 2026

The undersigned, on behalf of ______________________________ (the "Underwriter"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Kaysville City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Underwriter hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Issuer and the Underwriter dated ____________, 2026 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price.

(a) For purposes of this Certificate the following definitions apply:

"Effective Time" means the time on the Sale Date that the Purchase Contract to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Underwriter has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Schedule A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Sale Date" means the date of execution of the Purchase Contract.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

(b) The Underwriter represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.

____

By: _________________________________

Its: _________________________________

SCHEDULE A – [*same as in Bond Purchase Contract*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

EXHIBIT C

FORM OF OPINION OF ISSUER'S COUNSEL

___________, 2026

______________________________	Zions Bancorporation, National Association
______________________________	___________________________
______________________________	___________________________

Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah

Re: Kaysville City, Utah $___________ Sales Tax Revenue Bonds, Series 2026

This opinion is being rendered in connection with the issuance by Kaysville City, Utah (the "Issuer") of its $___________ Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds") pursuant to resolutions of the Issuer adopted on September 17, 2026 (the "Resolutions"), and a General Indenture of Trust dated as of July 1, 2017, as previously supplemented, and a Second Supplemental Indenture of Trust dated as of _________, 2026 (collectively, the "Indenture"), each between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2026 Bonds are being issued to (a) finance the refurbishing and expansion of the public works and utility operations center and all related improvements and (b) pay the costs associated with the issuance of the Series 2026 Bonds.

All defined terms in this opinion shall have the meanings, respectively, as given them in the Indenture, unless expressly given a different meaning in this opinion or unless the context clearly otherwise requires.

I am the duly appointed City Attorney for Kaysville City, Utah, and am of the opinion that:

1. The Issuer is a political subdivision, municipal corporation and body politic duly organized and validly existing under the constitution and laws of the State of Utah, with full governmental powers to execute, deliver and perform its obligations under the Indenture, the Bond Purchase Contract dated ____________, 2026, entered into by and between the Issuer and ______________________________ (the "Purchase Contract"), and the Continuing Disclosure Undertaking between the Issuer and the Trustee dated as of ___________, 2026 (the "Continuing Disclosure Undertaking"). The Series 2026 Bonds, the Indenture, the Continuing Disclosure Undertaking and the Bond Purchase Contract being sometimes collectively referred to herein as the "Bond Documents."

2. The Resolutions have been duly adopted by the Issuer at public meetings of the City Council (at which quorums were present and acting throughout), which were convened pursuant to public notice thereof given in accordance with the requirements of Utah law, have been

duly filed and recorded in the official records and minutes of the Issuer, and remain in full force and effect without change, modification, amendment or rescission as of the date hereof.

3. The Bond Documents have been duly authorized, executed, adopted and delivered by the Issuer and constitute legal and valid obligations of the Issuer enforceable against the Issuer in accordance with their respective terms except that the rights and obligations under the Bond Documents are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah; and the Issuer has full right, power and authority to carry out and consummate all transactions contemplated by the Bond Documents as of the date hereof.

4. The Issuer has taken all action necessary to authorize the execution, delivery, receipt and due performance of such agreements and documents that may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Documents.

5. No additional or further approvals, consents or authorizations of the Issuer are required in connection with the participation by the Issuer in the transactions contemplated by the Bond Documents.

6. The City Council and certain other officers of the Issuer are as set forth in the General Certificate delivered at closing for the Series 2026 Bonds and each of the listed Councilmembers and elected officers has been duly elected and is qualified to hold said position and each of the officers of the Issuer has been duly appointed and is qualified to hold said position.

7. Other than as described in the Indenture, the Issuer does not currently have outstanding any indebtedness or other obligations secured by a lien on the Revenues pledged under the Indenture.

8. The execution and delivery of the Bond Documents do not violate the Constitution or laws of the State of Utah, or any applicable law, rule, order, regulations, licenses or permits of any state or federal government authority or agency to which the Issuer or any of its property is subject or bound, or any court order by which the Issuer or any of its property is or may be bound, and such action does not constitute a material breach of or default under any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Issuer is a party or is bound; and as of the date hereof, no approval or other action by any state governmental authority or agency is required in connection therewith, except such approvals or actions which have heretofore been obtained or taken.

9. The Issuer has duly approved the Preliminary Official Statement dated as of __________, 2026 (the "Preliminary Official Statement") and the Official Statement dated as of ____________, 2026 (the "Official Statement"), and authorized their use in connection with the offer and sale of the Series 2026 Bonds, and no facts have come to my attention that would lead me to believe that the Preliminary Official Statement, as of its date and as of the date of the Purchase Contract, and the Official Statement, as of its date and as of the date hereof, contained or

contains an untrue statement of material fact, or omitted or omits to state a material fact, in order to make the statements and information contained therein relating to the Issuer in any material respect not misleading.

10. To the best of my knowledge, there are no legal or governmental proceedings (including any action, suit, proceeding, inquiry or litigation or investigation at law or in equity before or by any court, public board or body, or any governmental or administrative authority or agency) pending, threatened or contemplated (or any basis therefor):

(a) wherein an unfavorable decision, ruling or finding might materially adversely affect the financial condition or operations of the Issuer, or transactions contemplated by the Bond Documents;

(b) challenging in any way the titles of the members of the City Council or the officials of the Issuer or their rights to their respective offices;

(c) seeking to restrain or enjoin the issuance, sale or delivery of the Series 2026 Bonds or the execution, delivery and performance of the Bond Documents or the source of payment for the Series 2026 Bonds or the imposition, levy or collection of the taxes included in the Revenues;

(d) directly or indirectly contesting or affecting the authority for or the validity of the Bond Documents or the imposition, levy or collection of the taxes included in the Revenues or moneys to pay the Series 2026 Bonds or the application of the proceeds of the Series 2026 Bonds or any of the transactions referred to in the Bond Documents or contemplated thereby or contesting the authority of the Issuer to enter into or perform its obligations under any of the Bond Documents, or under which a determination adverse to the Issuer would have a material adverse effect upon the financial condition or the revenues of the Issuer, or which, in any manner, questions or affects the right or ability of the Issuer to enter into the Bond Documents or affects in any manner the right or ability of the Issuer to impose, levy and collect the taxes included in the Revenues; or

(e) contesting the creation, organization, existence or powers of the Issuer or its authority to adopt the Resolutions, to issue the Series 2026 Bonds and to execute and deliver the Bond Documents or which would have a material adverse effect on the boundaries of the Issuer.

11. No action, suit, or proceeding is now pending and, to my knowledge, no inquiry, investigation, or litigation of any nature is threatened, that, in either case, questions or in any manner challenges compliance by the Issuer with the Utah Open and Public Meetings Act, Title 52, Chapter 4, Utah Code Annotated 1953, as amended.

Very truly yours,

[City Attorney]