



WOODS CROSS CITY COUNCIL AGENDA

Tuesday, March 4, 2025 • 6:30 pm– Council Chambers Woods Cross City Hall
This meeting will be held in person and via Zoom. You may access at <https://zoom.us/j/9358074960> or
go to zoom.us > select JOIN A MEETING > Meeting ID: 935 807 4960

Please mute your microphone except during PUBLIC COMMENT period.

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- Invocation/Pledge JONES
1. REVIEW of AGENDA MAYOR
2. GUESTS CHECKETTS
- a. Council Kudos EHRGOTT
 - b. Bountiful Davis Arts Center
3. CONSENT ITEMS MAYOR
- a. Consideration to Approve Minutes: 2/18/25 MAYOR
 - b. Ratify Cash Disbursements: 2/12/25 – 2/27/25
 - c. Consideration to Adopt Resolution **2025-901** Authorizing Surplus of Police Weapon Optics BIGELOW
 - d. Consideration to Adopt Resolution **2025-902** Authorizing Fleet Loan with Zions Public Finance HADERLIE
 - e. Consideration to Adopt Resolution **2025-903** Authorizing Woods Cross City Letter Regarding FRA Waiver Application HADERLIE
 - f. Consideration to Adopt Resolution **2025-904** Authorizing Draw #3 from the Excise Tax Road Revenue Bonds, Series 2022 HADERLIE
 - g. Consideration to Adopt Resolution **2025-905** Authorizing Parametrix On-call Services Task Authorization CHRISTIANSEN
4. PUBLIC COMMENT MAYOR
- Brief items that are not on the agenda as part of a scheduled Public Hearing: limited to 3 minutes. Comments which cannot be made within these limits, should be submitted in writing to the City Recorder (ahanson@woodscross.com)
- **Please join us in our commitment to civility: *We strive act and speak with dignity, courtesy, and respect at all times***
5. ACTION ITEMS
- a. Consideration to Adopt Resolution **2025-906** Authorizing Settlement Agreement in Association with 1960 South Assessment Area Litigation HADERLIE
6. DISCUSSION ITEMS CHRISTIANSEN
- a. Water Capital Improvement Projects and Rate Discussion
7. STAFF REPORTS CHRISTIANSEN
- a. Public Works Report HADERLIE
 - b. City Administrator Report
8. COUNCIL ITEMS
- a. Questions/Direction to City Administrator or Staff/Council Reports
9. CLOSED SESSION MAYOR
- Move to closed session to discuss items pursuant to UCA § 52-4-205.
10. ADJOURN

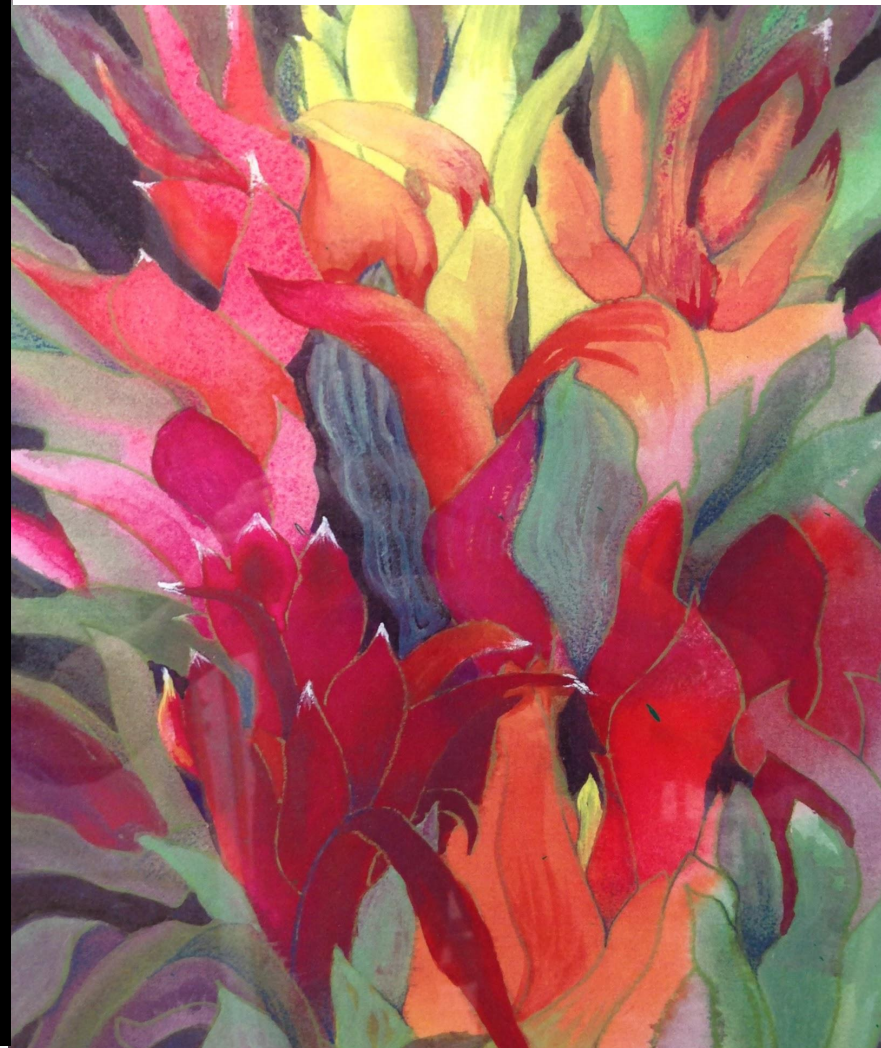
I certify that copies of the agenda for the Woods Cross City Council meeting to be held March 4, 2025, 2025, were posted at Woods Cross City Hall, city website www.Woodscross.com, and the Utah Public Notice website at www.utah.gov/pmn. Date Posted: February 28, 2025 /s/ Annette Hanson, Woods Cross City Recorder.

In compliance with the Americans with Disabilities Act, any individuals needing special accommodations or services during this meeting shall notify the City Recorder at (801) 677-1006 or AP@Woodscross.com, at least 24 hours prior to the meeting.

Guests



**BOUNTIFUL
DAVIS
ART
CENTER**



OUR MISSION

Our mission is to engage the community through quality artistic and cultural programs, provide educational experiences, and encourage the growth and expression of art.



EDUCATION
EXPRESSION
INSPIRATION

The Arts in Communities

Always Free To See Art Here.



ECONOMY
EDUCATION
WELL-BEING

Summerfest



Davis School District Art Exhibition & Contest



Exhibitions

Always Free To See Art Here.



MAIN

Curated Exhibitions



UNDERGROUND

Community Partnerships



FRONT + ANNEX

Solo Utah Artist Shows



Family Art Night



Expanding Education for 2025

Always Free To Make Art Here.



- Panel Discussions
- Community Artist Meetups
- Cathartic Art-Making Experiences

Yearly Programming



22

Exhibitions in 4 Gallery Spaces



300+

Participating Artists
and Art Teachers



80+

Recitals and Performances



Classes

After School programs
Watercolor for Seniors
Photography

Pottery
Oil Painting
Pressed Botanicals

Cultural Workshops
Art History Around the World
And Many Others!

2025 GOALS

Expanding BDAC's Role as a Premier Arts Institution

- Expand BDAC's reach beyond South Davis by strengthening regional connections
- Deepen collaborations with local partners to provide space for community engagement

Growing BDAC's Team & Organizational Capacity

- Hire a dedicated registrar to organize historic documents and BDAC's collection
- Enhance operational infrastructure to support BDAC's long-term impact

Expanding Education & Accessibility

- Increase access to FREE art-making experiences for all ages
- Offer panel discussions and talks featuring experts, creatives, and thought leaders on exhibition themes.

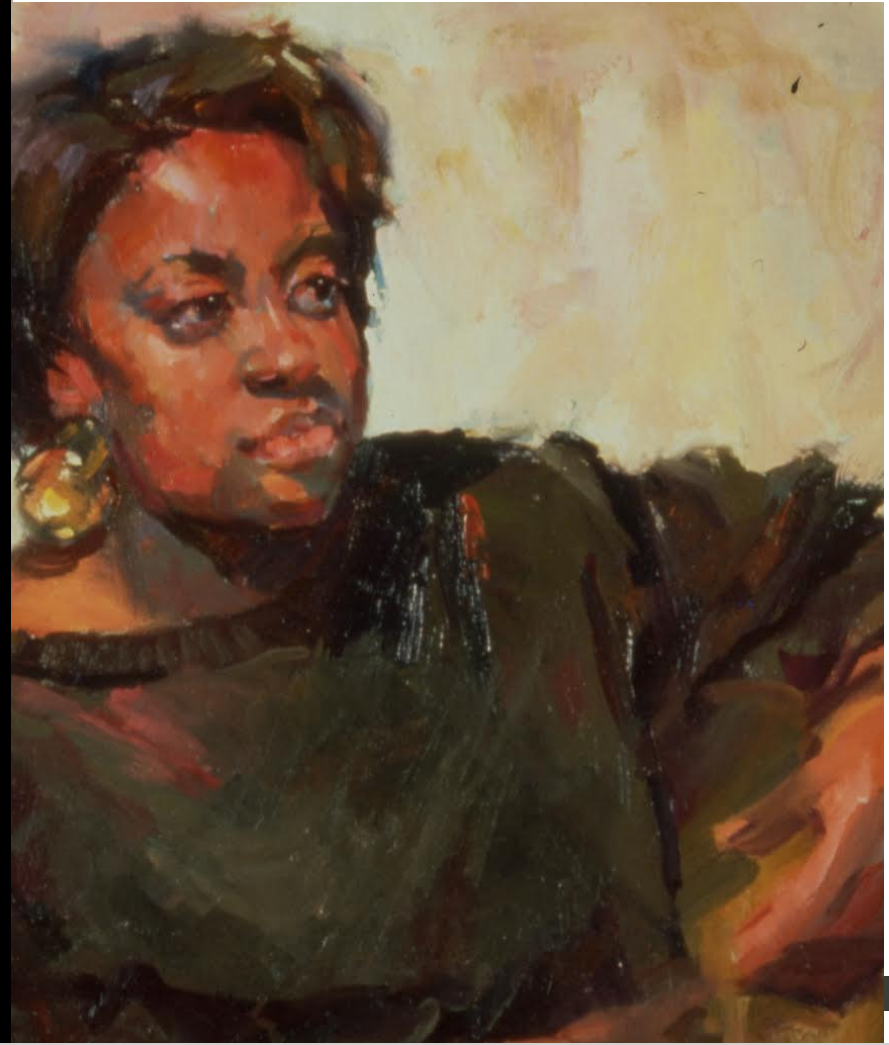


STRENGTHEN

EXPAND

DIVERSIFY

THANK YOU



Consent Items

**WOODS CROSS CITY COUNCIL MEETING
FEBRUARY 18, 2025**

The minutes of the Woods Cross City Council meeting held February 18, 2025, at 6:30 P.M. in the Woods Cross City Hall located at 1555 South 800 West, Woods Cross, Utah.

COUNCIL MEMBERS PRESENT:

Ryan Westergard, Mayor
Julie Checketts
Jim Grover

Eric Jones
Gary Sharp-online
Wally Larrabee

STAFF PRESENT:

Bryce Haderlie, City Administrator
Sam Christiansen, Public Works Director
Curtis Poole, Community Development Director
Chief James Bigelow

Annette Hanson, City Recorder
Brian Passey, Finance Director
Johnny Filler, Public Works

INVOCATION/PLEDGE:

Wally Larrabee

PUBLIC ATTENDANCE:

LeGrande Blackley
John Taylor
David Lewis IV

Dixie Weeks
Robin Goodman

YOUTH CITY COUNCIL

Youth Mayor Taylor reported that in January the YCC went to the state capital, toured the building, and learned more about state structure how state government is run.

He said they are planning the Easter activities coming up in April. Mayor Taylor said the funds they receive from donations from local business for the silent auction at Easter, will be later used for the Sub-for-Santa the YCC sponsors in December. He said they are planning to do an evening activity for older kids in the community so they can also be involved.

He noted that on February 24th they are hosting two youth councils from Davis County and Toole County for a Teens Leading Teens leadership training. This event will build friendships and connections. He also said they would be sending a few youth council members to Utah State for another leadership training.

CONSENT AGENDA APPROVAL

The Mayor called for the review of the items on the consent agenda. Following the Council's review, Council Member Larrabee made a motion to approve the items on the consent agenda. Council Member Grover seconded the motion, and all voted in favor of the motion through a roll call vote.

CONSIDERATION TO APPROVE MINUTES The City Council minutes for 01/30/25, 1/31/25 and 2/4/25 through the consent agenda.

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RATIFY CASH DISBURSEMENTS

The Council ratified the cash disbursements for 1/28/15-2/11/25 through the consent agenda.

ADOPT RESOLUTION 2025-895 AWARDING CONTRACT FOR LAWN CARE SERVICES

The Public Works Director provided the following information to the City Council:

“We are recommending awarding the 2025 Mowing Services contract to Lawn Butler LLC for \$93,174.90 for all City properties. This service is budgeted annually in the General Fund, Parks Department GL#10-83-310. We paid Huskie’z \$137,163.86 for mowing services in 2024 with fuel surcharges.

“We have been using Huskie’z Landscaping for the past 3 seasons, and the City Council directed staff to put the contract out to bid for the 2025 season to ensure the costs remain competitive. Costs during the post-pandemic years have surged but are starting to settle down. We invited multiple companies to bid that came recommended by other cities and advertised the Request for Proposal (RFP) in the newspaper on January 10th and 15th. Bids received by January 29, 2025, at 5:00 P.M. follow:

	<u>Bid Option 1</u>	<u>Bid Option with Fuel Surcharge</u>
Huskie’z Landscaping	\$141,699.23	\$139,213.28
Rubicon	\$99,946.00	N/A
Lawn Butler	\$93,174.90	N/A

“After verifying quality of service and customer care we selected Law Butler. There were minor changes in the contract to ensure mowing and trimming quality, accommodate the Summer Recreation schedule and add drought contingencies.”

The City Council adopted resolution 2025-895, awarding the contract for 2025 Lawn Care Services to Lawn Butler for the amount of \$93,174.90 through the consent agenda.

ADOPT RESOLUTION 2025-896 APPROVING SURPLUS OF PUBLIC WORKS TRUCK/ITEMS

Please see the following list of Public Works miscellaneous items and Truck that have either been replaced, obsolete, or no longer required for Public Works Operations. All Items will be sent to the Auction to fulfill the requirements of the State and City Codes.

Item	Qty	Model	Serial #	Asset#
47" John Deere Snow Blower Attachment	1		M00370X015022	2035
PTO Generator 15,000 W	1	613000	805308	1025
Upright Vacuum	1			00800

Year, Make and Model	VIN	Asset #	Fleet #
2003 International 7400 Bobtail, Snow Plow, and Spreader Attachment	1HTWCAAR43J064967	91-9126	S5-03

The City Council adopted resolution 2025-896 approving surplus of public works truck/miscellaneous items through the consent agenda.

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ADOPT RESOLUTION 2025-897 APPROVING SURPLUS OF WATER DEPARTMENT ITEMS

The Public Works Director also presented a list of Water Department tools, parts, and miscellaneous items that have either been replaced, are obsolete, or are no longer required for Water Department Operations. He said all Items will be sent to the auction to fulfill the requirements of the State and City Codes.

The City Council adopted 2025-897 approving surplus of water department items through the consent agenda.

ADOPT RESOLUTION 2025-898 APPROVING INFRASTRUCTURE IMPROVEMENTS REIMBURSEMENT AGREEMENT WITH PHELAN

The Public Works Director provided the following information for the City Council.

As part of the Phelan project planning and approval process, some city storm drain improvements were identified that were not required for this project but to correct some existing deficiencies within the city's storm drain infrastructure. As part of the Project, the developer's contractor installed new city Storm drain piping and upsized lines to accommodate the improvements and mitigate the existing deficiencies. ALL improvements have been installed and approved by City Staff.

The City Engineer, Greg Seegmiller, and staff negotiated the costs and inspected the installation of the storm drain system project performed by the developer's contractor. The costs that will be reimbursed to CRP/PDC Woods Cross Owner LLC will be:

<i>Item</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Price</i>	<i>Total</i>
1	5' Manhole #3	1	EA	\$6,000.00	\$6,000.00
2	5' Manhole #4	1	EA	\$6,000.00	\$6,000.00
3	18" RCP Pipe	243.52	LF	\$110.98	\$27,025.85
4	Oversize pipe from 15" to 18"	225.58	LF	\$3.56	\$803.06
				Total	\$39,828.91

This reimbursement agreement was written by and approved by the City Attorney.

Following the review of the information, the City Council adopted resolution 2025-898 approving infrastructure improvements reimbursement agreement with Phelan through the consent agenda.

ADOPT RESOLUTION 2025-899 ESTABLISHING NOTICE OF INTENT FOR WOODS CROSS CITY TO HOLD A TRUTH-IN-TAXATION PUBLIC HEARING

The City Administrator provided the following information to the City Council:

"The Utah State Code requires any municipality that will be going through the Truth In Taxation (TNT) process to notify the county commission and county auditor by June 1 of the intent to hold a public hearing.

The City Recorder has spoken with the Davis County Tax Administration Manager, Sulika Laulu and

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confirmed that Woods Cross can have Tuesday, Aug. 5th at 7:30 p.m. for our public hearing. Setting the date and time does not obligate the city to raise taxes, and the public hearing can be cancelled at a later date if needed. The benefit of passing this resolution now ensures that we get the desired date and that we comply with the state requirement to notify the county.

“This notice requirement has not been enforced by the state in the past but the state said that they will be holding cities to it going forward. Staff recommends adopting this resolution and sending it to the county to confirm the date and time of the TNT public hearing.”

The City Council approved resolution 2025-899 establishing notice of intent for Woods Cross City to hold a Truth-In-Taxation public hearing through the consent agenda.

PUBLIC COMMENT

The Mayor opened the meeting for public comments.

The Community Services manager noted YCC Easter activities would be held April 18th and 19th. She also extended an invitation to the Council to attend the YCC Logan conference. The Mayor said he planned on attending. She said she would need firm commitments from anyone else as soon as possible.

There were no other public comments, and the Mayor closed the public comment portion of the meeting.

CONSIDERATION TO APPOINT PLANNING COMMISSION MEMBER

The Mayor noted he had invited Ms. Robin Goodman to serve on the Planning Commission. He said she had expressed interest in serving by running for a City Council seat. He said he had asked her serve on the Planning Commission, since the Council seat had been filled. He said Ms. Goodman was happy to serve as a Planning Commission member.

Council Member Jones made a motion to appoint Robin Goodman to the Planning Commission with Council Member Checketts seconding the motion and all voted in favor of the motion through a roll call vote.

The City Recorder administered the Oath of Office to Robin Goodman to serve as a Planning Commissioner.

The Mayor and Council congratulated her on her appointment and said they were excited she had agreed to serve in this capacity.

CONSIDERATION TO ADOPT RESOLUTION 2025-900 APPROVING GRANULATED ACTIVATED CARBON (GAC) REPLACEMENT AND VESSEL REPAIRS AT TREATMENT PLANT

The Mayor gave the floor to the Public Works Director who noted the following for the City Council:

“The GAC is coming to the end of its useful life in the treatment of the City’s drinking water supply. This GAC removes the dry-cleaning chemical that has contaminated our aquifer. The GAC needs to be routinely replaced (5 years) to ensure the proper removal of the contaminants. The last time the GAC was replaced was in August of 2020. To get on the schedule for the GAC, an order needs to be placed this month. The staff has worked with Calgon to produce a quote.

DRAFT

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"We have previously experienced leaks on the GAC Vessels at the treatment plant at one of the welded test ports. The leaks were repaired on 2 of the 4 vessels in 2020 and 2023. There is no leak currently. Based on the 2 previous leaks, staff recommend that while the GAC is replaced, the Vessels be repaired. This will preemptively repair a known weak weld and take advantage of the timing of the GAC replacement, which will save the city money. I have put together pricing for repairing the last 2 vessels.

"The pricing for the GAC replacement and vessel repairs is:

- Calgon will remove, replace with new, and dispose of old GAC.
 - \$160,000.00
- Moss Industrial (they repaired the other vessels in 2020 and 2023) will remove previously failed fittings, weld in new fittings, inspect the welding, reseal the vessel, and re-certify the pressure vessels.
 - \$58,837.60
 - Total \$218,837.60

"Just an FYI, In 2020, we spent \$25,619 on Moss's repair of 1 vessel and \$156,822 with Calgon for the carbon replacement in all 4 vessels.

Following the information given, Council Member Checketts made a motion to adopt resolution 2025-900 approving the granulated activated carbon (GAC) replacement and vessel repairs at the treatment plant. Council Member Larrabee seconded the motion, and all voted in favor of the motion through a roll call vote.

CITY HALL COORDINATION AND COMMITTEE

Council Member Jones recused himself from this discussion and subsequent discussions on this matter because he is a principal in an architect firm who may pursue bidding on this as a project for the new city hall as the Council moves forward with this item.

The Mayor gave the floor to the Community Development Director who noted the following for the City Council:

"On March 21, 2024, the Council, members of the Planning Commission, staff, and a selected citizen group met to discuss Hogan Park, Mills Park, and the future of city hall. The group reviewed highlights of a park survey and viewed pictures of and toured city hall. This helped the group to see the status of the building and ongoing maintenance required. The feedback from the working group and further discussions with Council since last March, the consensus has been to keep city hall at Hogan Park.

"Due to administrative changes and unforeseen challenges, staff's attention was directed elsewhere, and the city hall discussion was put aside. At the strategic planning retreat last month, both the Council and staff agreed that city hall needs to be a priority going forward.

"Per your direction, we are ready to reengage the working group to help with communication to and from the public and act as a bridge for information. However, since last March, some members of the group have moved. As a first step Staff would like Council direction regarding the membership of the working group.

The second question is when the city is ready to proceed with planning and designing, and how consultants/contractors should be chosen. There are a couple of avenues to pursue; construction manager/general contractor (CMGC) or a design build delivery. There are benefits with either method. While there are multiple methods to design and construct a building, the CMGC method has many benefits.

DRAFT

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Through an RFP (request for proposals) process the city will hire a construction manager/general contractor that oversees all phases of the project in close coordination with the city representatives. The price of the project is negotiated upfront and the general contractor and architect work closely with the city throughout the project. The benefits of the CMGC method are:

- Innovation. The general contractor, architect and city collaborate on options to save time and manage costs.
- Refining a design. The general contractor and architect are in weekly contact with the city to ensure that needs and cost parameters are monitored and met to control the outcome and overall costs of the project.
- Cost controls. The city architect and general contractor make ongoing decisions to manage costs for design and materials. This is also referred to as value engineering. Again, the price is negotiated upfront, so changes further into the project would need to fit within the negotiated cost.

“Staff would like to decide on the date of our next meeting with the committee, authorization to prepare the necessary RFP documents, and any other steps that the Council sees necessary to move forward.”

Mr. Poole said he felt it would be a good idea to appoint the same committee as much as possible as they were already familiar with what had been discussed previously. He said the citizen committee could gather information and bring it back to the Council. The Mayor said he felt like the past committee was a good mix of elected officials, appointed officials, staff and residents. He also said he felt it would be good to start with the same group and add a few to replace those who may not be available at this time.

Council Member Grover said as a previous member of this committee, he felt like that would also be a good way to go. It was noted that anyone on the committee who had not received a city hall tour could be invited to do so to understand the condition the city hall is at present.

The Mayor and Council shared that the consensus has been to keep City Hall at the current Hogan Park location as most residents see this space as the city's center.

Mr. Poole said public comments would be important to the process. The City Administrator said they could send out a survey to the public when it is time for more input, so there could be valuable input from the public.

The City Administrator said Staff members are continuing to gather information to report to the Council at the March meeting regarding a contract and a needs assessment. With location confirmed, the next steps can be determined so the project can move ahead.

Mr. Poole said an RFP would be required and needs assessment done. He said there could also be a collaborative meeting with all parties who would participate in the project such as the contractor, the architect, and the city staff to meet to understand the budget and the needs assessment. Mr. Poole also asked the Council to send him any names they would recommend being part of the committee for the city hall.

The City Administrator recommended being mindful of Council Member Jones' position as part of the architecture firm that may be participating in this project. He said it would be best to exclude Council Member Jones from all discussions on this project and from recommending additional members as a Council Member so there is no confusion about what his involvement is if his architecture firm decides to bid on the project.

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Mr. Poole said staff are focused on a collaborative method of planning this project, with everyone meeting at the same time, so everyone is on board with what is happening from the very start.

The City Administrator said he was going to do some more work on getting information from other cities concerning their experiences with any recent building projects.

The Council set March 18th from 5:30-6:30 PM for a work meeting with the committee. City Council meeting will immediately follow that city hall planning work session.

COMMUNITY DEVELOPMENT REPORT

Below is the report for the month of January from the Community Development Director.

Building Permits and Land Use Applications

- 8 Residential Building Permits (4 new single-family dwelling permits)
 - o \$1,643,118 total valuation
 - o \$57,351 total permit fees
- 2 Commercial Building Permits
 - o \$65,456 total valuation
 - o \$1,784 total permit fees
- 8 Miscellaneous Permits
 - o \$178,951 total valuation
 - o \$3,463 total permit fees
- 1 Home Occupation Permit

Business Licenses

- 9 new Business Licenses
- 644 total Business Licenses
- 477 Licenses have been renewed

Code Enforcement

- Focus is on business license renewals and businesses operating without a business license

Updates

- The business license renewal deadline was December 31; however, with the addition of the new software and trying to help people navigate the system we are extending the deadline for renewals with no late penalties to mid-February. After that date, penalties will begin to accrue according to city code.
- The Council adopted the new code enforcement amendments. This returned zoning enforcement to Community Development from the Police Department.
- Arcadis, the consultant for the Station Area Plan, will create a survey that will be announced by the city newsletter and social media. The survey will seek feedback on the consultant's recommended plan. Once the feedback has been gathered, they will present their findings to the Planning Commission and City Council for adoption.

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COMMUNITY SERVICES REPORT

The following is the report from the Community Services Manager:

- Upcoming Conference in Logan-- Recreation Registration Opens March 3, 2025.
- Glow in the Dark Egg Hunt - for Teens - April 18 @ Mills Park Time TBD
- Easter EGGstravaganza - April 19 @ Mills Park - 9:00 AM.
- Memorial Day Celebration - Monday May 26.
- Participating in the Youth City Council conference at Utah State in March.
- Contacting local business for easter raffle baskets on for the EGGstravaganza on April 19 and partnering with WXHS for the glow in the dark egg hunt on April 18. They are busy.

We are probably going to need a 13th table at Senior Lunch. We had numerous new faces at lunch this month. April Filler will be out of town for March's lunch so if you are able to come and help during lunch on March 13th at noon - that would be very helpful.

Council Member Jones said he would be available to help with the Senior Lunch Bunch on March 13th.

We are still very busy on social media do to the train horn still keeping me busy.

Almost ready to convert to the .gov emails - hopefully by the end of the month.

Upcoming activities include Recreation opening March 3, 2025
Glow in the Dark Egg Hunt—for teens—April 18 @ Mills Park—TBA
Easter EGGstravaganza—April 19 @ Mills Park
Memorial Day Table Washing—Saturday May 24 @ 9:00 AM
Memorial Day Celebration—Monday May 26

POLICE REPORT

DISPATCHED/ON VIEW CALLS

2025	2024
January - 475	January - 445

PATROL OVERVIEW

January 2025	December 2024
Calls for service- 475	Calls for service- 511
Reports- 202	Reports- 242
Citations- 98	Citations- 75
Physical Arrests- 15	Physical Arrests- 9
Use of Force- 9	Use of Force- 3

TRAFFIC

Traffic Citations—79	Road Rage—1	Arrests—1
Traffic Violations—95	Agency Assist Accidents—1	Cases—22
Motorist assist—1	Towed Vehicles—1	
Abandoned Vehicle—1	Drugs on traffic stops—1	

DETECTIVE DIVISION

28--New Persons Crimes/Sexual Assault/Death

Investigations/C.A.N.R. cases (child abuse, neglect report)

20--New Theft/Property/Fraud Cases

31--Cases closed with and without arrests

39--Cases still active between both detectives. Majority of cases are waiting to be closed out by the Davis County Attorney's Office.

USE OF FORCE REVIEWS

The sergeants and administration reviewed nine use of force reports. All were determined to be within department policy and state law.

DEPARTMENT ACTIVITY

-WX Elementary Lunch with Chief.

-City Employee Appreciation Dinner.

-Latai Sekona sworn in as our new officer.

-Budget retreat and preparation.

-Odyssey Elementary NOVA Graduation.

INVESTIGATIONS/ICAC

Detective Timothy attended training in St. George teaching him how to use technology to identify and arrest those who take advantage of children. Detective Zierse has already attended this training and will help Detective Timothy get up to speed.

The detective division and patrol division worked together to solve an aggravated robbery that occurred at the 7-Eleven on 500 West by pointing a pistol at the clerk. Officers obtained a description of the vehicle as well as the suspect. The following day Officer Jones found the vehicle at the new Park Inn. Detectives were called out to assist in the apprehension and investigation. The suspect was taken out of the car and the suspect taken into custody, and all the cash was recovered.

CITY ADMINISTRATOR REPORT

1. Prepared and submitted two subsidence grants to Davis County through the CDBG and HOMES grants. The HOMES grant is a new application so we will see if it provides additional money to help low-income homeowners receive relief from the subsidence issues.
2. Ongoing meetings with UDOT on the I-15 reconstruction project. Sam and I will meet with Michael Romero to discuss the potential 800 West bridge at 2600 South.
3. Continued efforts on the Quiet Zone with specific emphasis on:
 - a. Trying to understand why the FRA created an additional comment period lasting until March 17th.
 - b. Options for the cities to restore the quiet zone outside of an approved waiver.
 - c. Meeting with a property owner in Salt Lake City that has had a 400+ unit residential project lost nearly 40% of the tenants due to the suspension of the quiet zone.
4. Cass and Bryce met with Darrin Elkins, the representative for our Employee Assistance Program (EAP) with Blomquist Hale. We have had good utilization by our employees and families that demonstrate the benefit that this program holds for employees to access mental health and other assistance in challenging circumstances. This service includes our annual evaluations for our officers.
5. Staff met with West Bountiful to discuss upcoming work on 500 S by Enbridge Gas to install a new gas line under I-15 going west to Legacy Hwy.

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The City Administrator said the city would be holding a public hearing on utility rates on March 18th. He said state law requires a public hearing on utility rates be held each year.

He also recommended cancelling City Council meeting unless something urgent comes up on April 15 because of UCMA and ULCT conferences in St. George.

FINANCE REPORT

The Financial Director submitted the budget to the Council for their review.

QUESTIONS/DIRECTION TO CITY ADMINISTRATOR OR STAFF

Council Member Checketts asked when the new gas line will be put in on 500 South. The Public Works Director said Embridge will be working in the middle of the road from Redwood Road up to the freeway entrance. He said they have already started pot holing and there will be more equipment staged.

Council Member Checketts asked why court fines had gone down in the previous year. It was noted it may be because they were down officers in the police department. The City Administrator said those revenues were coming back up now there are more officers staffed.

The Mayor asked if Google Fiber is close to being done with putting in their fiber. The Public Works Director said he thought they were about finished. The Mayor said he had a business reach out to him and asked if Google fiber would be available to them. It was noted that Google fiber would not be going that far north.

Council Member Checketts asked why one building on that same street had fiber and the one next door could not have it. She said it was her understanding that Google Fiber said they would provide service up to all of the boundaries in Woods Cross City. The Mayor asked the Public Works Director to check into the matter.

The Mayor said HF Sinclair had an event with a tank that had an issue overheating. The Mayor said he was informed about what happened by Sinclair and the South Davis Metro Fire Agency. He said South Davis Metro Fire followed up with the event and said they were only on location during the event to help as backup to Sinclair's fire department. He said Sinclair's fire department was able to handle the event themselves. The Mayor said he appreciated being informed of what had happened.

COUNCIL REPORTS

Council Member Larrabee said the household fee for Wasatch Integrated waste was increased by \$1.00 and that the fee increase would take place in January 2026. He also noted that Layton city has asked to withdraw from the solid waste district. He said there has not been anything done officially, but the district's attorney has given the district good advice, and they are waiting for more information to come forward.

The Mayor noted he had his South Davis Metro Fire Agency meeting. He said there had previously been a T-Rex truck that had been purchased that kept having continuous problems. He said they had been waiting for a replacement truck to come in for quite some time now. He said the fire truck is supposed to be delivered soon. He said they are excited to have that truck available for service.

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The Mayor also said with the major fires that had gone on in California, South Davis Metro Fire Agency has decided to put together an agency to help, so they would have the ability to join with other agencies on a big event. He said they have not been able help with big events in the past and they would like to have the ability To do so in the future. He said they are also restructuring some of the positions at the fire district. He said Jessica Hardy with South Davis Metro Fire Agency has been approved to take on an administrative roll to help with HR and finance. The Mayor said this will be good to help with matters with fire fighters and to help within an HR capacity.

The Mayor said the recreation district is making progress in the finance area and things are taking a turn for the better. The Mayor said there was a resident who had congratulated the district being run more like a business, helping the financial position of the district.

The Mayor also said the administration building for the sewer district continues to be constructed. He invited everyone to go and take a look at the building.

The Mayor also said there is a spot that needs to be filled on the Mosquito Abatement district to replace former Council Member Terry. The Mayor said to reach out to him if anyone was interested in filling that seat. Council Member Jones asked what the details were for that assignment and the Mayor informed him about where and when the meetings were scheduled. The Mayor said he needed to get the position filled as soon as possible.

City resident, Ms. Dixie Weeks said there were old tires in her neighborhood that needed to be removed so that standing water would not attract mosquitoes to lay larvae. The Mayor asked staff to address this matter.

ADJOURNMENT

There being no further business before the City Council, Council Member Larrabee made a motion to adjourn the meeting at 7:42 P.M. with Council Member Grover seconding the motion and all voted in favor of the motion.

Ryan Westergard, Mayor

Annette Hanson, City Recorder

CASH DISBURSEMENTS

<u>Funds: 1st & 2nd digit of Account #</u>	<u>Departments: 3rd & 4th digit of Account #</u>
10 General	1X Assets
51 Water	2X Liabilities
52 Garbage	3X Revenues
21 Class C Roads	41 Legislative
22 Subsurface Storm Drain	42 Judicial
23 Storm Sewer	43 Administration
24 Park Development	46 Data Processing
25 Redevelopment agency	47 Non Departmental
46 Capital Improvement	49 City Attorney
53 Water Impact	51 City Hall
54 Water Revenue Bond	55 Elections
56 Storm Drain Enterprise	57 Community Development
	60 Police
	61 Liquor Law Enforcement
	62 Fire Department
	63 Building Inspection
	66 Animal Control
	67 Volunteer Services
	71 Street Department
	74 Sidewalks, Curb Gutter
	77 Storm Sewer
	79 City Shops
	83 Parks
	86 Recreation
	90 Transfers

Report Criteria:
 Report type: GL detail

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
29929	02/24/2025	IIMC	MEMBERSHIP DUES - ANNETTE HANSON	10-43-210	195.00-	39906 1.09.2
29929	02/24/2025	IIMC	MEMBERSHIP DUES - ANNETTE HANSON	10-43-210	195.00-	39906 1.9.25
Total 29929:					390.00-	
29958	02/12/2025	BASECO	55-24-105 PAY APP 1	25-40-731	61,742.40	020525
Total 29958:					61,742.40	
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Easter non-candy treats	27-40-617	56.18	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Senior Lunch Bunch tablecloths	27-40-611	34.15	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	City Council Dinner before Council interview meeting	10-41-230	81.95	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Employee Dinner - Years of service awards	10-41-620	23.58	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Summer Rec Chemistry Class	10-86-610	25.74	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	108 Bunt Cakes - Employee Appreciation Dinner	10-41-620	515.25	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Employee Dinner - Table decor	10-41-620	25.72	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	City Council Dinner before Council interview meeting	10-43-230	16.15	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Employee Dinner - Gluten Free Rolls	10-41-620	7.20	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	2 Strategic Planning meals x 14 people	10-41-230	392.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Senior Lunch Bunch Supplies	27-40-611	117.02	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Recreation Conference for LaCee Bartholomew	10-86-621	425.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Strategic Planning Breakfast items- 14 people	10-43-230	21.79	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Strategic Planning Breakfast items- 14 people	10-43-230	8.73	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Deposit Employee Appreciation Dinner	10-41-620	295.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Easter non-candy treats	27-40-617	7.49	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	FBINAA Membership-Bigelow	10-60-210	150.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Windshield Wipers - Bigelow Vehicle	10-60-251	64.33	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	PACKAGING TO SEND RADAR SIGN BACK FOR REPAIRS	10-71-610	37.53	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Surge protectors C Smith and spare	10-51-260	34.97	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Practice Test for Jake Wilson	51-40-230	8.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Practice Test for Jake Wilson	51-40-230	10.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Supervisor Training - Danny Rhodes	56-40-230	100.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Laminating sheets for plow vehicles	10-71-610	49.22	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Laminating sheets for parks	10-83-610	29.38	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Business Card holder-Drop box for keys	10-79-610	41.97	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	HDMI adaptor for PW Multipurpose room	10-79-610	39.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Table tracking software for PW	10-46-310	193.05	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Construction tracking software - Sam	10-47-310	260.00	2025 2.11 US

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Computer mouse - D Rhodes	51-40-240	74.99	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Rural Water Conference - R glass	51-40-230	390.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Heavy Equipment Safety - B Wilson	10-83-230	100.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Heavy Equipment Safety - J Wilson	56-40-230	100.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Excavator Training- B Wilson	10-83-230	500.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Excavator Training- J Wilson	56-40-230	500.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	CD/DVD reader for SCADA Computer	51-40-240	28.84	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Photo conversion software - Sam	10-79-620	32.12	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Command strips and touch up paint for hanging pictures	51-40-240	59.98	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Storm drain marking paint	10-79-610	279.36	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	S-12 Oil Change and Tire Rotation	10-71-250	152.88	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Gopher Ultrasonic Repellers	10-83-260	94.96	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Jack handle for excavator trailer	51-40-250	34.96	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Phone to test landline for SCADA computer	51-40-240	26.94	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Computer mouse and keyboard - C Smith	10-42-230	99.99	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Courts Conference - Kelley and Smith	10-42-230	300.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Senior lunch supplies - February lunch	27-40-611	64.35	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Senior lunch supplies - February lunch	27-40-611	19.41	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Monthly Mayor Meeting w B Haderlie/Westergard	10-43-230	27.51	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Budget Book Covers	10-43-240	45.49	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Mayor and Council/Spouse Dinner (14)	10-41-230	685.22	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Strategic Planning Breakfast items- 14 people	10-41-230	38.06	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	City Hall Internet	10-46-310	223.30	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Recorder Training - A Hanson	10-43-230	17.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Council Dinner prior to Council Interviews 1/21/25	10-41-230	9.58	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Cards for Employee Years of Service recognition	10-41-620	13.94	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Cards for Employee Years of Service recognition	10-41-620	1.07	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Annual Domain fee - Woodscross.com	10-46-240	45.99	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Fleet Tracking	10-71-250	140.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Fleet Tracking	10-83-250	120.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Fleet Tracking	51-40-250	180.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Test Set up new Account PW Internet	10-46-310	.75	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	1258165 Water Leaks	51-40-250	509.85	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	1258569 Water Leaks	51-40-250	118.56	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	S3 Freightliner rear tires	10-71-250	2,785.36	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	0554640813 Park Restroom	10-83-620	170.01	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	0554640814 Park restroom	10-83-620	159.50	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	0554640815 Park restroom	10-83-620	159.50	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	January Meter Reading Service	51-40-621	3,457.36	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	UT202500243 January Mapping Service	51-40-310	133.62	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Office supplies	10-43-240	2.00	2025 2.11 US

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	RECEIVED stamps for HR	10-43-240	14.67	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Professional Certification C. Hart	10-43-210	165.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	New Paper Folding Machine - Front Office	10-43-740	1,128.73	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	UCOPA Conference- Bigelow, Schultz, Hanselman	10-60-230	605.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Drug Tests	10-60-455	1,041.76	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Evidence supplies, boxes and gloves	10-60-455	1,406.78	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Battery chargers for radios	10-60-455	77.59	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Employee of the Month -Timothy	10-60-455	25.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Vehicle FOB Batteries	10-60-240	18.23	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Vehicle FOB Batteries	10-60-240	11.88	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Evidence boxes for handguns	10-60-455	144.13	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Generic Department Business Cards	10-60-455	47.98	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Business Cards - Brandee Downes	10-60-455	47.98	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Archival Records boxes	10-60-240	169.98	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Sargeant Badge - Linton	10-60-455	105.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Chlorox wipes	10-60-240	41.27	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	NOVA shirts for WX Elementary graduation	28-40-455	404.60	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	ID badge-B Downes	10-60-455	32.60	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Kleenex	10-60-240	79.65	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Hotel training for T Timothy 1/27-1/29 (3) nights	10-60-230	257.16	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Leadership Training Course - Hanselman/Linton	10-60-230	1,100.00	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	City Cell Phone Use January 2025	10-51-280	684.86	2025 2.11 US
29959	02/12/2025	US BANK-VISA PROCUREMENT CARD	Evidence Disposal Fee	10-60-455	67.60	2025 2.11 US
Total 29959:					22,646.30	
29965	02/20/2025	ALEX OCHOA	REFUND OVERPAYMENT-FINAL BILL	01-11750	1.90	7.0215.0.3
Total 29965:					1.90	
29966	02/20/2025	ANDERSON TSOSIE HERBERT	CN 141300077 - REFUND OF CASH BAIL	10-35-100	805.00	CN14130007
Total 29966:					805.00	
29967	02/20/2025	BOUNTIFUL CITY CORP	339 W 2600 S Electric Power	51-40-270	32.78	2301330
Total 29967:					32.78	
29968	02/20/2025	BOUNTIFUL SANITARY LANDFILL	FALL CLEANUP GREEN WASTE	52-40-622	15.00	013125

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 29968:					15.00	
29969	02/20/2025	BRIAN PASSEY	REIMBURSE UGFOA CONFERENCE SPRING 2025-B Passey	10-43-230	200.00	021925
29969	02/20/2025	BRIAN PASSEY	REIMBURSE UGFOA CONF LODGINGS-B Passey	10-43-230	490.86	745-815-475-
Total 29969:					690.86	
29970	02/20/2025	BURT BROTHERS TIRES INC	PD VN 93199 MAINTENANCE/REAR BRAKE PADS	10-60-251	494.85	1030144461
29970	02/20/2025	BURT BROTHERS TIRES INC	PD VIN 74343 OIL CHANGE/MAINTENANCE	10-60-251	126.89	1030144595
Total 29970:					621.74	
29971	02/20/2025	CANON U.S.A. INC.	CONTRACT 2737990 SN 3BN01942	10-51-250	46.10	6010750811
Total 29971:					46.10	
29972	02/20/2025	CHEMTECH-FORD INC	Water Samples Analyzed	51-40-310	1,991.00	25B0097
Total 29972:					1,991.00	
29973	02/20/2025	CONTROL EQUIPMENT COMPANY	WELL 4 CONTROL SOLENOID	51-40-250	191.00	3072515
Total 29973:					191.00	
29974	02/20/2025	COREY BOYLE	REIMBURSE PURCHASE FOR PD VEHICLE MAINTENANCE	10-60-251	37.59	650618347
Total 29974:					37.59	
29975	02/20/2025	CRP/PDC WOODS CROSS OWNER, LLC	PERMIT 22-120 REFUND BUILDING BOND	10-21350	117,408.98	22-120
Total 29975:					117,408.98	
29976	02/20/2025	EMINENT TECHNICAL SOLUTIONS	MONTHLY CAMERA MONITORING	10-51-280	240.00	CM-16220
29976	02/20/2025	EMINENT TECHNICAL SOLUTIONS	MONTHLY PHONE SERVICE BILL	10-51-280	810.60	PH-116363-1
Total 29976:					1,050.60	
29977	02/20/2025	ENBRIDGE GAS	1555 S 800 W Natural Gas Heat	10-51-270	565.62	191791000 2
29977	02/20/2025	ENBRIDGE GAS	2287 S 1200 W Natural Gas Heat	10-79-270	34.01	3969368222
29977	02/20/2025	ENBRIDGE GAS	2287 S 1200 W Natural Gas Heat - NEW	10-79-270	2,519.33	8380550000

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 29977:					3,118.96	
29978	02/20/2025	IDAHO COMMUNICATIONS LLC	RADIO REPAIRS	10-60-251	846.91	INV862079
Total 29978:					846.91	
29979	02/20/2025	INTERSTATE BATTERIES	BATTERIES- CITY HALL	10-51-260	21.90	11028032
Total 29979:					21.90	
29980	02/20/2025	JAY ALEXANDER	REIMBURSE KFC SENIOR LUNCH FEBRUARY	27-40-611	150.00	021325
Total 29980:					150.00	
29981	02/20/2025	JOHN FILLER	REIMBURSE PURCHASE OF PW FUEL TANK PARTS	10-83-250	92.21	36793701
Total 29981:					92.21	
29982	02/20/2025	LACEE BARTHOLOMEW	REIMBURSE PURCHASE OF 250 BOOKS FOR SUMMER LITERACY	27-40-621	26.82	011025
Total 29982:					26.82	
29983	02/20/2025	LOWE'S	MIS PARK SUPPLY	10-83-260	147.09	972314
29983	02/20/2025	LOWE'S	SHOP VAC FILTERS	10-83-260	23.73	978982
29983	02/20/2025	LOWE'S	RESTROOM PAINT SUPPLIES	10-83-260	99.59	980892
29983	02/20/2025	LOWE'S	PAINTING SUPPLIES/MASKING TAPE	10-83-260	68.01	981116
29983	02/20/2025	LOWE'S	RETURN OF HEATER	10-83-260	52.23	983232
29983	02/20/2025	LOWE'S	HEATER	10-83-260	52.23	983274
29983	02/20/2025	LOWE'S	BACKER BOARD & SIKA FOR RESTROOM REPAIRS	10-83-260	193.47	985971
29983	02/20/2025	LOWE'S	CITY HALL MOP	10-51-260	16.61	987002
29983	02/20/2025	LOWE'S	TRUCK BAY THERMOSTAT	10-79-260	60.48	992092
Total 29983:					608.98	
29984	02/20/2025	LYNN MORRISON	REFUND OVERPAYMENT-FINAL BILL	01-11750	20.77	3.1030.0.2
Total 29984:					20.77	
29985	02/20/2025	MIKE'S DRYWALL SERVICE & REPAIR	CITY HALL RESTROOM DRYWALL REPAIR	10-51-260	400.00	020625

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 29985:					400.00	
29986	02/20/2025	MYRNA FERNELIUS	COURT INTERPRETER	10-42-310	81.86	021125
Total 29986:					81.86	
29987	02/20/2025	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	10-43-240	101.46	41067865
29987	02/20/2025	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	10-43-240	26.99	4106878740
Total 29987:					128.45	
29988	02/20/2025	PERFORMANCE FORD LINCOLN BOUNTIFUL	NOV 2023-OCTOBER 2024 SALES TAX REIMBURSEMENT PERFORMANCE FORD	25-40-633	91,640.00	11.23-10.24
Total 29988:					91,640.00	
29989	02/20/2025	PITNEY BOWES LLC (RESERVE)	RESERVE ACCT POSTAGE- 20674354	10-43-240	750.00	20674354 2.
Total 29989:					750.00	
29990	02/20/2025	QUICK QUACK CAR WASH	FLEET CAR WASH PACKAGE THROUGH 1.31.25	10-60-251	276.00	ARB212350
Total 29990:					276.00	
29991	02/20/2025	RED HANGER	CLEAN POLICE DEPT UNIFORMS-CLOSING DATE 02.01.25	10-60-450	34.80	YD46898 2.1
Total 29991:					34.80	
29992	02/20/2025	RENE HURST	REIMBURSE CRAFT ITEMS SUMMER RECREATION (60)	10-86-610	30.00	5030000123
Total 29992:					30.00	
29993	02/20/2025	ROCKY MOUNTAIN POWER	REMOVE STREET LIGHT-PREP FOR TRAFFIC LIGHT 1500 S 800 2	21-40-733	1,106.94	41735366-04
Total 29993:					1,106.94	
29994	02/20/2025	ROCKY MOUNTAIN POWER-STREET LIGHTS	1970 S 1200 W STREET LIGHT CONNECTION	10-47-250	1,608.00	WO 7137636

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 29994:					1,608.00	
29995	02/20/2025	SKAGGS COMPANY INC	HANSELMAN UNIFORM	10-60-450	238.62	450_A_2570
29995	02/20/2025	SKAGGS COMPANY INC	ROWLEY UNIFORM	10-60-450	276.50	450_A_2689
29995	02/20/2025	SKAGGS COMPANY INC	DOWNES UNIFORM	10-60-450	194.34	450_A_2693
29995	02/20/2025	SKAGGS COMPANY INC	DOWNES UNIFORM	10-60-450	76.26	450_A_2693
29995	02/20/2025	SKAGGS COMPANY INC	JONES DUTY GEAR	10-60-455	169.99	450_A_2700
29995	02/20/2025	SKAGGS COMPANY INC	SCHULTZ UNIFORM	10-60-450	176.43	450_A_2723
29995	02/20/2025	SKAGGS COMPANY INC	GREEN DUTY GEAR	10-60-455	122.81	450_A_2729
Total 29995:					1,254.95	
29996	02/20/2025	SOUTH DAVIS WATER DISTRICT	Irrigation water 301 W 2600 S	10-83-620	597.00	1999.1 1.31.
Total 29996:					597.00	
29997	02/20/2025	SOUTH FORK HARDWARE-NSL #87	PW SHOP SUPPLIES	10-79-260	70.13	679228
29997	02/20/2025	SOUTH FORK HARDWARE-NSL #87	BOLTS FOR MILL'S ANNEX GARAGE	10-83-260	10.60	679380
29997	02/20/2025	SOUTH FORK HARDWARE-NSL #87	PARTICLE RESPIRATOR- B WILSON	10-83-610	16.72	679661
Total 29997:					97.45	
29998	02/20/2025	STOWELL CRAYK FOUNDATION	PUBLIC DEFENDER 12.17.24	10-49-312	750.00	313
Total 29998:					750.00	
29999	02/20/2025	UPPER CASE PRINTING INK	NEWSLETTER MARCH	10-43-610	554.63	2706
Total 29999:					554.63	
30000	02/20/2025	UTAH FUEL NETWORK	ADMINISTRATION FUEL	51-40-252	74.98	F2507E0098
30000	02/20/2025	UTAH FUEL NETWORK	PARKS FUEL	10-83-252	312.28	F2507E0098
30000	02/20/2025	UTAH FUEL NETWORK	PD FUEL	10-60-252	3,243.31	F2507E0098
30000	02/20/2025	UTAH FUEL NETWORK	STORM DRAIN-WATER	56-40-252	20.76	F2507E0098
30000	02/20/2025	UTAH FUEL NETWORK	STREETS FUEL	10-71-252	390.65	F2507E0098
30000	02/20/2025	UTAH FUEL NETWORK	WATER FUEL	51-40-252	177.18	F2507E0098
Total 30000:					4,177.64	
30001	02/20/2025	WASTE MANAGEMENT OF UTAH-78251	GREEN WASTE PICK UP	52-40-625	9,052.16	0062230-251

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
30001	02/20/2025	WASTE MANAGEMENT OF UTAH-78251	GARBAGE PICK UP FEE- ADDITIONAL CAN	52-40-620	1,479.50	0062230-251
30001	02/20/2025	WASTE MANAGEMENT OF UTAH-78251	GARBAGE PICK UP FEE	52-40-620	18,752.30	0062230-251
30001	02/20/2025	WASTE MANAGEMENT OF UTAH-78251	RECYCLE WASTE PICK UP	52-40-624	15,985.00	0062230-251
30001	02/20/2025	WASTE MANAGEMENT OF UTAH-78251	CREDIT FOR DAMAGED CANS - PER CINDEE	52-40-620	596.00-	0062230-251
30001	02/20/2025	WASTE MANAGEMENT OF UTAH-78251	CLEANUP DUMPSTER AT SHOP	52-40-622	660.48	2158097-268
Total 30001:					45,333.44	
30002	02/20/2025	YOUNG FORD of OGDEN	VN 06674 PD CREW CAB (6 of 6)	61-70-160	48,683.00	17S4113
30002	02/20/2025	YOUNG FORD of OGDEN	VN 06793 PD CREW CAB (5 of 6)	61-70-160	48,683.00	17S4114
Total 30002:					97,366.00	
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 91491	10-60-510	346.34	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 91449	10-60-510	346.34	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 91326	10-60-510	346.34	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 91438	10-60-510	346.34	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 91478	10-60-510	346.34	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 06685	10-60-510	339.27	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN06753	10-60-510	339.27	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 6827	10-60-510	335.21	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 07086	10-60-510	335.21	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 92475	10-60-510	484.59-	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 92476	10-60-510	479.37-	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 896871	10-60-510	240.91-	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 892218	10-60-510	465.01-	1617956
2202501	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	PD VN 79523	10-60-510	451.77-	1617956
Total 2202501:					959.01	
2202502	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	Contractor Equipment Endorsement-Utility Cart	10-79-510	6.31	1617957
Total 2202502:					6.31	
2202503	02/20/2025	UTAH LOCAL GOVERNMENT TRUST	MONTHLY WC PREMIUM	10-22430	3,791.96	1617958
Total 2202503:					3,791.96	
Grand Totals:					462,722.24	



Woods Cross Police Department

1555 South 800 West
Woods Cross, Utah 84087
(801) 292-4422
Fax (801) 296-0678

James Bigelow
Chief of Police

DATE: February 2nd 2025
TO: City Council
FROM: Woods Cross Police
SUBJECT: Property Ready for Department Use (Exhibit A)

Please find the following items to be declared surplus due to age/excessive wear/department rotation procedure.

WXPD ID	Type:	Make	Model	Serial Number
	Weapon Optic	EOTech	XP	A0398883
	Weapon Optic	EOTech	XP	A0398882
	Weapon Optic	EOTech	XP	A0950641

Destruction:

The weapon optics each have internal parts that are broken, rendering them inoperable. The manufacturer no longer makes parts or provides service for this model. The devices will be destroyed and disposed of.

EXHIBIT A

To Resolution 4225-; 23

(surplus property list/ugg'b go q+

RESOLUTION 2025- 901

A RESOLUTION APPROVING THE DISPOSITION OF SURPLUS ITEMS OF THE WOODS CROSS POLICE DEPARTMENT THAT ARE NO LONGER SERVICABLE OR OF ANY USE OR VALUE.

WHEREAS, from time to time City Departments may have property within their departments that is no longer of use and must surplus the items for disposition; and

WHEREAS, the Woods Cross Police Department currently has several items (listing attached) that are unusable and of no value that are appropriate for surplus; and

WHEREAS, pursuant to Woods Cross Municipal Code § 3-15-130, the City Council must declare any City property surplus prior to proper disposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Woods Cross City, Utah:

1. The City Council declares the Police Department's list of items attached as surplus property and authorizes the sale or disposal of said items.
2. This Resolution shall take effect immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 18th DAY OF FEBRUARY 2025.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

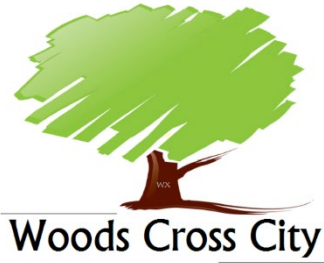
Voting:

Julie Checketts	Yea ___	Nay ___
Eric Jones	Yea ___	Nay ___
Wallace Larrabee	Yea ___	Nay ___
Jim Grover	Yea ___	Nay ___
Gary Sharp	Yea ___	Nay ___
Ryan Westergard	Yea ___	Nay ___

[tie vote only]



Memo



To: Woods Cross Mayor and City Council
 From: Bryce K Haderlie, City Administrator
 Date: Feb 26, 2025
 Re: 2025 Woods Cross Fixed Equipment Lease Purchase

The City Council authorized the purchase of 5 public works vehicles and 6 police vehicles in Resolution 2024-879 and the payment of the trucks upon delivery in Resolution 2025-888 with the knowledge that they would be rolled into a Lease Purchase agreement. The staff recommends that this loan/contract be established with Zions Bancorporation, N.A. in the amount of \$703,575.45 at a 4.78% interest rate as established in the attached documents for the following 11 vehicles.

Fleet Fund Dept	Make & Model	VIN	QTY	Vehicle Costs			Total	Other Notes
				Base	Upfit	Other-Specify		
Police	Ford F-150	06827	1	\$ 48,683.00	\$ 20,000.00	\$ 5,500.00	\$ 74,183.00	Vehicle Upfit Amounts are Estimated
Police	Ford F-150	07086	1	\$ 48,683.00	\$ 20,000.00	\$ 5,500.00	\$ 74,183.00	Vehicle Upfit Amounts are Estimated
Police	Ford F-150	06685	1	\$ 48,683.00	\$ 20,000.00	\$ 5,500.00	\$ 74,183.00	Vehicle Upfit Amounts are Estimated
Police	Ford F-150	06753	1	\$ 48,683.00	\$ 20,000.00	\$ 5,500.00	\$ 74,183.00	Vehicle Upfit Amounts are Estimated
Police	Ford F-150	06793	1	\$ 48,683.00	\$ 20,000.00	\$ 2,000.00	\$ 70,683.00	Vehicle Upfit Amounts are Estimated
Police	Ford F-150	06674	1	\$ 48,683.00	\$ 20,000.00	\$ 2,000.00	\$ 70,683.00	Vehicle Upfit Amounts are Estimated
Streets	Chev Lt-Duty Truck	91449	1	\$ 46,843.00	\$ 6,252.49	\$ -	\$ 53,095.49	Actual Vehicle Base & Upfit Amounts
Parks	Chev Lt-Duty Truck	91491	1	\$ 46,843.00	\$ 6,252.49	\$ -	\$ 53,095.49	Actual Vehicle Base & Upfit Amounts
Parks	Chev Lt-Duty Truck	91326	1	\$ 46,843.00	\$ 6,252.49	\$ -	\$ 53,095.49	Actual Vehicle Base & Upfit Amounts
Water- Culinary	Chev Lt-Duty Truck	91438	1	\$ 46,843.00	\$ 6,252.49	\$ -	\$ 53,095.49	Actual Vehicle Base & Upfit Amounts
Water- Storm	Chev Lt-Duty Truck	91478	1	\$ 46,843.00	\$ 6,252.49	\$ -	\$ 53,095.49	Actual Vehicle Base & Upfit Amounts
Totals:			11	\$ 526,313.00	\$ 151,262.45	\$ 26,000.00	\$ 703,575.45	

Resolution 2024-879 also authorized the disposal of the vehicles that will be replaced. Due to the age of the public works vehicles, we feel that using the auction is the best way to dispose of them to reduce any liability or claims against the city.

Public Works Surplus Vehicles

Fleet Number	Year	Make	Model	Use and Type	VIN	Department	Miles
S7 - 03	2003	Chevrolet	2500 Silverado Pickup	Pickup with tool boxes	1GCHK24U33E276718	Streets	93,613
W2 - 08	2008	Chevrolet	2500 Silverado	Service Body	1GCHK29K28E180920	Water	156,008
W3 - 11	2011	Chevrolet	2500 Silverado	Pickup truck with Boxes	1GC0KVCG5BF210965	Water	82,566
P5 - 14	2014	Ford	F150 CNG	Pickup with boxes	1FTNF1CF7EKD94151	Parks	22,930
S6 - 03	2003	Chevrolet	2500 Silverado Pickup	Pickup with tool boxes	1GCHK24U53E275361	Parks	79,821
PW2 - 14	2014	Dodge	Durango	Used by Community Services	1C4SDJFTXE552793	PW/Com Serv	113,381

The six police vehicles that are being replaced will be used as follows:

Vehicle (year, make and model)	VIN #	2025 Rotation
1 2021 Ford Expedition	1FMJU2AT9MEA85258	Transferred to Comm. Services
1 2021 Ford Expedition	1FMJU2ATOMEA85259	Line Vehicle
1 2021 Ford F150	1FTFW1E89MFC73003	Michelle CSI Vehicle
1 2021 Ford F150	1FTFW1E8XMFC73009	Totaled
1 2021 Ford F150	1FTFW1E85MFC73001	Line Vehicle
1 2021 Ford F150	1FTFW1E88MFC73008	Line Vehicle

RESOLUTION NO 902

A RESOLUTION APPROVING THE FORM OF THE LEASE/PURCHASE AGREEMENT WITH ZIONS BANCORPORATION, N.A., SALT LAKE CITY, UTAH AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF

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

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

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

Be it resolved by the Governing Body of Woods Cross City as follows:

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 4th DAY OF MARCH 2025.

WOODS CROSS CITY

ATTEST

Ryan Westergard, Mayor

Annette Hanson, City Recorder

COUNCIL VOTING:

Julie Checketts	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>	
Eric Jones	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>	
Wallace Larrabee	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>	
Jim Grover	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>	
Gary Sharp	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>	
Ryan Westergard	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>	[tie vote only]



UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: Woods Cross City
Address: 1555 South 800 West
City, State Zip: Woods Cross, UT 84087
Attention: Bryce Haderlie
Public Finance Office: City Manager
County: Davis
Amount: 703,575.45
Rate: 4.78
Maturity Date: March 11, 2029
First Pmt Date: March 11, 2026
Payment Dates: March 11
Auto Extend: 4
Governing Body: City Council
Resolution Date: March, 2025
Dated Date: March, 2025
Day: 11th
State: Utah

\$703,575.45
Woods Cross City
Lease Purchase Agreement

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

LEASE/PURCHASE AGREEMENT

Dated as of March 11, 2025

by and between

ZIONS BANCORPORATION, N.A.,
as Lessor

and

WOODS CROSS CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of March 11, 2025, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank” or “Lessor”), and Woods Cross City (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

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

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

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

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

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

ARTICLE I

DEFINITIONS AND EXHIBITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) General Tax and Arbitrage Representations and Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Either (check applicable box):

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

- or -

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

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

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

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

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

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

- or -

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

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

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

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

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

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

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

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

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

the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

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

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

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

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

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

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

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

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

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

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

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

- or -

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

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all "aggregated issuers," will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the

current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

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

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

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on March 11, 2029, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

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

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

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

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

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

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

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

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

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

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

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

ARTICLE IV

INSURANCE

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

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as

provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

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

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

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

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

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

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

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

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

SECTION 5.4 Modification of the Leased Property.

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

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

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

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

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing

of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

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

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

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

ARTICLE VI

ASSIGNMENT AND SUBLEASING

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

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

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

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

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

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

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

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

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

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

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

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

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

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

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

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

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

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

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

ARTICLE IX

MISCELLANEOUS

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

If to Bank:

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

If to the Lessee:

Woods Cross City
1555 South 800 West
Woods Cross, UT 84087
Attention: Bryce Haderlie

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

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

ZIONS BANCORPORATION, N.A., as Lessor

By: _____
Authorized Officer

WOODS CROSS CITY, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and seventy-eight hundredths' percent (4.78 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/11/2025	-	-	-	-	-
03/11/2026	163,772.69	4.780%	33,630.91	197,403.60	197,403.60
03/11/2027	171,601.03	4.780%	25,802.57	197,403.60	197,403.60
03/11/2028	179,803.56	4.780%	17,600.04	197,403.60	197,403.60
03/11/2029	188,398.17	4.780%	9,005.43	197,403.60	197,403.60
Total	\$703,575.45	-	\$86,038.95	\$789,614.40	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

Public Works

	<u>VIN</u>
2025 Chevrolet Silverado HD	1GC3KLE78SF191326
2025 Chevrolet Silverado HD	1GC3KLE78SF191438
2025 Chevrolet Silverado HD	1GC3KLE72SF191449
2025 Chevrolet Silverado HD	1GC3KLE79SF191478
2025 Chevrolet Silverado HD	1GC3KLE71SF191491

Police

	<u>VIN</u>
2025 Ford F-150	1FTFW3L8XSKD06674
2025 Ford F-150	1FTFW3L87SKD06793
2025 Ford F-150	1FTFW3L89SKD07086
2025 Ford F-150	1FTFW3L84SKD06685
2025 Ford F-150	1FTFW3L86SKD06753
2025 Ford F-150	1FTFW3L89SKD06827

EXHIBIT C

RESOLUTION OF GOVERNING BODY

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

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

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

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

Be it resolved by the Governing Body of Woods Cross City as follows:

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

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

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

Adopted and approved this _____ day of March, 2025.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH

)

) ss.

COUNTY OF DAVIS

)

I, _____ hereby certify that I am the duly qualified and acting
_____ of Woods Cross City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on March 4, 2025, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on March __, 2025.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this _____ day of March, 2025.

By _____

Print Name _____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

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

As counsel for Woods Cross City (“Lessee”), I have examined duly executed originals of the Lease/Purchase Agreement (the “Lease”) dated this 11th day of March, 2025, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah (“Bank”), and the proceedings taken by Lessee to authorize and execute the Lease (the “Proceedings”). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

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

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

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

Reference is made to the Lease/Purchase Agreement between the undersigned (“Lessee”), and ZIONS BANCORPORATION, N.A. (the “Bank”), dated March 11, 2025 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

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

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

Lessee:

WOODS CROSS CITY

By: _____
(Authorized Signature)

Date: _____

Woods Cross City, UT

\$703,575 Equipment Lease Purchase

Dated March 11, 2025

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Woods Cross City, UT

\$703,575 Equipment Lease Purchase

Dated March 11, 2025

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/11/2025	-	-	-	-	-
03/11/2026	163,772.59	4.780%	33,630.89	197,403.48	197,403.48
03/11/2027	171,600.92	4.780%	25,802.56	197,403.48	197,403.48
03/11/2028	179,803.44	4.780%	17,600.03	197,403.47	197,403.47
03/11/2029	188,398.05	4.780%	9,005.43	197,403.48	197,403.48
Total	\$703,575.00	-	\$86,038.91	\$789,613.91	-

Yield Statistics

Bond Year Dollars	\$1,799.98
Average Life	2.558 Years
Average Coupon	4.7800007%
Net Interest Cost (NIC)	4.7800007%
True Interest Cost (TIC)	4.7800007%
Bond Yield for Arbitrage Purposes	4.7800007%
All Inclusive Cost (AIC)	4.7800007%

IRS Form 8038

Net Interest Cost	4.7800007%
Weighted Average Maturity	2.558 Years

Woods Cross City, UT

\$703,575 Equipment Lease Purchase

Dated March 11, 2025

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
03/11/2029	Term 1 Coupon	4.780%	4.780%	703,575.00	100.000%	703,575.00
Total	-	-	-	\$703,575.00	-	\$703,575.00

Bid Information

Par Amount of Bonds	\$703,575.00
Gross Production	\$703,575.00
Bid (100.000%)	703,575.00
Total Purchase Price	\$703,575.00
Bond Year Dollars	\$1,799.98
Average Life	2.558 Years
Average Coupon	4.7800007%
Net Interest Cost (NIC)	4.7800007%
True Interest Cost (TIC)	4.7800007%

Woods Cross City, UT

\$703,575 Equipment Lease Purchase

Dated March 11, 2025

Sources & Uses

Dated 03/11/2025 | Delivered 03/11/2025

Sources Of Funds

Par Amount of Bonds	\$703,575.00
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Total Sources	\$703,575.00
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Uses Of Funds

Deposit to Project Construction Fund	703,575.00
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Total Uses	\$703,575.00
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▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Woods Cross City		2 Issuer's employer identification number (EIN) 87-0261296	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Dan Ellison		3b Telephone number of other person shown on 3a (801) 844-7874	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
1555 South 800 West		3	
6 City, town, or post office, state, and ZIP code Woods Cross, UT 84087		7 Date of issue March 11, 2025	
8 Name of issue Lease Purchase Agreement		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Bryce Haderlie, City Manager		10b Telephone number of officer or other employee shown on 10a (801) 292-4421	

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	438,098.00
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶ Public Works	18	265,477.45
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b If bonds are BANs, check only box 19b		<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box		<input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	3/11/2029	\$ 703,575.45	\$ 703,575.45	2.558 years	4.7799 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	703,575.45
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	0
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	703,575.45

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	N/A	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶		years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶		
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶		

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/A
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) <u>N/A</u>		
c	Enter the name of the GIC provider ▶ <u>N/A</u>		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) <u>N/A</u>		
c	Enter the EIN of the issuer of the master pool bond ▶ <u>N/A</u>		
d	Enter the name of the issuer of the master pool bond ▶ <u>N/A</u>		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ <u>N/A</u>		
c	Type of hedge ▶ <u>N/A</u>		
d	Term of hedge ▶ <u>N/A</u>		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input checked="" type="checkbox"/> and enter the amount of reimbursement		<u>\$703,575.45</u>
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) <u>01/07/2025</u>		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____ Type or print name and title

Signature of issuer's authorized representative

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	<u>Juli Ann Riley</u>				<u>P02146769</u>
	Firm's name ▶ <u>Zions Bancorporation, N.A.</u>	Firm's EIN ▶ <u>87-0189025</u>		Firm's address ▶ <u>One South Main Street, Suite 1100, Salt Lake City, UT 84133</u>	
			Phone no.	<u>801-844-7198</u>	

Zions Bancorporation, N.A.

Disclosure Regarding the Direct Purchase of a Bank Loan, Municipal Lease, or Municipal Security

Identified Transaction: Woods Cross City Equipment Lease for 11 Vehicles - 2025

For the transaction identified above, Zions Bancorporation, N.A. including all of its affiliates (the Bank) is not recommending an action to you as the potential issuer. The Bank is not acting as a municipal advisor to you for this issue and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own best interests and you may wish to discuss any information or material provided to you by the Bank with any internal or external experts that you deem appropriate before acting on that information.

If the Bank has previously provided any advice to you regarding the transaction or project identified above, the Bank will not be allowed to purchase the transaction.

RESOLUTION 2024-879

A RESOLUTION APPROVING POLICE AND PUBLIC WORKS DEPARTMENTS' VEHICLE PURCHASES, UPFIT, AND AUTHORIZING THE SURPLUS OF PUBLIC WORKS VEHICLES

WHEREAS, Woods Cross City is required to ensure all expenditures of the City shall conform to the provisions of this Chapter and applicable provisions of State law, including, but not limited to, the Uniform Fiscal Procedures Act set forth at Utah Code Ann. 10-6-101, et seq., as amended; and

WHEREAS, Woods Cross City has solicited pricing for Fiscal year 2025 Fleet Purchasing for Public Works and Police Department; and

WHEREAS, Woods Cross City Code 3-15-070, c, 5 allows for purchasing utilizing State Bid negotiated pricing for procurement; and

WHEREAS, Woods Cross City Code staff have compared State Bid pricing with additional competing bids, ensuring best pricing available; and

WHEREAS, Woods Cross City Code staff shall surplus City Property in compliance with City Code 3-15-130 and Utah Code Ann. 10-8-2.

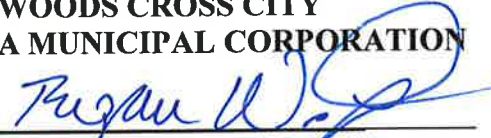
NOW, THEREFORE, BE IT RESOLVED, by the City Council of Woods Cross City, Utah:

1. That Mayor is authorized to sign this Resolution Approving Police And Public Works Departments' Vehicle Purchases, Upfit, And authorizing The Surplus Of Public Works Vehicles
2. City Staff is authorized to purchase
 - a. Six (6) 2025 Ford F150s for \$48,683 each and Five (5) 2025 Chevrolet Silverado 2500 HD for \$46,843 each for Police and Public Works Fleets from Young Automotive Group Utilizing State Contracts MA3800 and MA3799.
 - b. Police vehicle upfits are to be completed by Premier Vehicle Installations for \$19,832 each, and Public Works upfits are to be completed by Premier Vehicle Installations for \$6,252.19 each, both utilizing State Contract MA4054.
3. The City Manager is directed to dispose of the surplus property listed in the attached Memo of this Resolution. If the following methods of selling Surplus Property result in an acceptable bid, the City Manager is authorized to have the items sold. The City Manager will determine the best method of sale to maximize the value of surplus property. Methods of sale of surplus items are as:
 - a. 3rd Party Public Auction companies that are on the State Cooperative contracts, or companies that meet the commissions listed in the cooperative contracts.
 - b. Trade in property as part of the purchase price of a new item(s) of Property.
 - c. Sell on a 3rd party online website.

4. This Resolution shall become effective immediately upon its adoption

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 1ST DAY OF OCTOBER, 2024.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**


RYAN WESTERGARD, MAYOR

ATTEST:


ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Eric Jones	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Wallace Larrabee	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Matt Terry	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gary Sharp	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ryan Westergard	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>

[tie vote only]



RESOLUTION 2025-~~868~~

A RESOLUTION APPROVING THE PURCHASE OF SIX POLICE AND FIVE PUBLIC WORKS VEHICLES

Whereas, The Woods Cross City Council authorized the purchase of six (6) police and five (5) public works vehicles in Resolution 2024-879 on October 24, 2024; and

Whereas, payments will be necessary for the delivery and upfit of those vehicles prior to the surplus and sale of the current vehicles that these new vehicles will replace; and

Whereas, the City is able to pay these expenses from the Fleet Fund until such time as the City can determine how much of the new vehicle expense needs to be financed; and

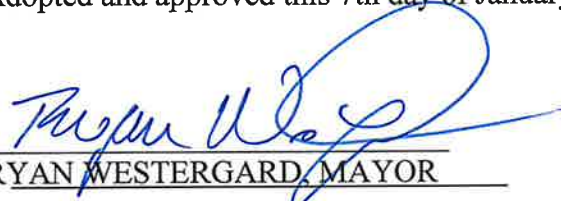
Whereas, the City intends to acquire financing at a future date to repay the City Fleet fund for those expenditures.

Now, Therefore, Be It Resolved, by the Woods Cross City Council, as follows:

SECTION 1: The City Council hereby authorizes the City Manager to expend Fleet Funds in the amount of \$676,566 to purchase the vehicles as described in Resolution 2024-879.

SECTION 2: This resolution shall become effective immediately upon adoption.

Adopted and approved this 7th day of January, 2025.


RYAN WESTERGARD, MAYOR


ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Eric Jones	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Wallace Larrabee	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Matt Terry	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gary Sharp	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ryan Westergard	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>

[tie vote only]



Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: Feb 26, 2025

Re: Resolution to Submit Letter of Support for FRA Waiver Application



The comment period for the FRA Waiver application from North Salt Lake and Salt Lake City will close on March 17th. I believe that it would be helpful to submit a letter through the comment process to show support for the waiver and share information that could be helpful to the board.

We discussed submitting a similar letter as part of the application but were told by the FRA that it would start a new 60 or 90 day comment period, and we didn't want any part of that. If the council approves of the language, you can approve the resolution, the Mayor will sign the letter and we will submit it through the comment system.

RESOLUTION 2025- 903

A RESOLUTION AUTHORIZING A LETTER OF SUPPORT FOR THE NORTH SALT LAKE AND SALT LAKE CITY WAIVER APPLICATION DURING THE FRA WAIVER COMMENT PERIOD

WHEREAS, Woods Cross City (City) is the Public Authority for the Woods Cross Quiet Zone as established by the Federal Railroad Administration (FRA); and

WHEREAS, the quiet zone has been suspended since September 30, 2024 due to deficiencies at the North Salt Lake Main Street crossing and Salt Lake City 1000 W crossing as identified by the FRA; and

WHEREAS, the Cities have submitted a joint waiver application and a letter of support from Woods Cross may be helpful in obtaining approval of the waiver from the FRA.

NOW, THEREFORE, BE IT RESOLVED, by City Council of Woods Cross City that it authorizes:

1. The Mayor to sign the attached letter of support with the associated attachments and submit the letter on the FRA Waiver Application website.
2. This resolution becomes effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 4th DAY OF MARCH 2025.

WOODS CROSS CITY

ATTEST

Ryan Westergard, Mayor

Annette Hanson, City Recorder

COUNCIL VOTING:

Julie Checketts	Yea ___	Nay ___	
Eric Jones	Yea ___	Nay ___	
Wallace Larrabee	Yea ___	Nay ___	
Jim Grover	Yea ___	Nay ___	
Gary Sharp	Yea ___	Nay ___	
Ryan Westergard	Yea ___	Nay ___	[tie vote only]





Woods Cross City

Woods Cross City
1555 S 800 W
Woods Cross, UT 84087

March 4, 2025

Docket Clerk, Office of the Chief Counsel
Federal Railroad Administration
1200 New Jersey Avenue, S.E.
Mail Stop 10
Washington, DC 20590

RE: Support Letter for the Woods Cross Quiet Zone THR-000000111670 Addendum to Waiver FRA-2024-0115 and FRA-2024-0124 for Salt Lake City and the City of North Salt Lake

To Whom It May Concern,

The City of Woods Cross submits this letter of support for the combined waiver request submitted by North Salt Lake for the Main Street crossing (#805664P) and Salt Lake City for the 1000 W crossing (#805836V). As the Public Authority for the Woods Cross Quiet Zone, we are intimately aware of the suspension that began on September 30, 2024, has been in full compliance since October 22, 2024, except for the crossing arms at these two industrial tracks.

Should there be any reservation to approve the waiver as written, we believe that there are additional measures in 49 CFR 222 that can enhance safety at these two crossings until the gate arms are installed on the industrial tracks as follows:

1. 49 CFR 222.23 How does this regulation affect sounding of a horn during an emergency or other situations? Sections (b)(4) and (c) which state:

(b) Nothing in this part restricts the use of the locomotive horn in the following situations:

(4) When SSMs, modified SSMs or engineering SSMs no longer comply with the requirements set forth in appendix A of this part or the conditions contained within the Associate Administrator's decision to approve the quiet zone in accordance with section 222.39(b) of this part.

(c) Nothing in this part restricts the use of the locomotive horn for purposes other than highway-rail crossing safety (e.g., to announce the approach of a train to roadway workers in accordance with a program adopted under part 214 of this chapter, or where required for other purposes under railroad operating rules).

North Salt Lake and Salt Lake City do not object to trains sounding their horns at these two crossings until the gate arms are installed. This is a preferred alternative to disrupting the lives of thousands of citizens as trains sound horns at approximately 80 crossings over a 49 mile length of track from Ogden to Salt Lake City, 24-hours a day.

2. 49 CFR 222 Appendix A to Part 222 - Approved Supplementary Safety Measures, A, 5, "Permanent Closure of a Public Highway-Rail Grade Crossing." this section states:

a. The closure system must completely block highway traffic from entering the grade crossing.

- b. Barricades and signs used for closure of the roadway shall conform to the standards contained in the MUTCD.*
- c. The closure system must be tamper and vandal resistant to the same extent as other traffic control devices.*
- d. Since traffic will be redistributed among adjacent crossings, the traffic counts for adjacent crossings shall be increased to reflect the diversion of traffic from the closed crossing.*

We do not agree with FRA staff's assertion that this definition go above and beyond the stated language to comply with 49 CFR 234.401 which states:

"Closed crossing means a location where a previous crossing no longer exists because either the railroad tracks have been physically removed, or each pathway or roadway approach to the crossing has been physically removed, leaving behind no intersection of railroad tracks with either a pathway or roadway. A grade-separated highway-rail or pathway crossing that has been physically removed is also considered a closed crossing."

While Salt Lake City cannot close Main Street, Salt Lake City is willing to install concrete traffic control barriers, signs and other safety measures sufficient to restrict all traffic over the tracks at 1000 W until the gate arm is installed. Requiring a city to go to the expense and effort to entirely remove the road grade, crossing panels, signals and any evidence of a crossing for an 18 to 24 month period, and then pay to reinstall it is egregious and punitive.

3. History of Crossing Safety and Quiet Zone Safety

- a. It should be noted that 1000 W has had no reportable accidents since the quiet zone was established in 2008, and that the one reportable accident at Main Street was due to a driver error and not a supplemental safety measures (see attached reports).
- b. As of October 22, 2024, the FRA inspectors reported that all crossings in the quiet zone are in compliance, and that the two crossings in question were in full compliance except for the missing gate arm at the industrial track that is associated with the cross (see attached photos).
 - i. Both crossings were inspected in 2021 and 2023 by FRA inspectors. It was not until April and May of 2024 that the cities learned of the deficiencies from the FRA (see attached inspection reports).
 - ii. Both cities have budgeted for the projects, submitted plans to Union Pacific, and are waiting for Union Pacific to approve the projects and construct them. The cities have no control of the schedule.
 - iii. The Main Street industrial track that requires a gate arm is used 2-4 times per week for deliveries to one business only, between the hours of midnight and 6:00 a.m. Train speeds at the industrial track are less than 15 mph.
 - iv. The 1000 W industrial track has access to the Salt Lake Garfield & Western yard and has an average of 4 to 7 train movements per day with speeds less than 12 mph. This is why barricading 1000 W per the provisions above appears to be the safest alternative. The Salt Lake City Council has voted to close the road per the provisions above as long the quiet zone can be reestablished in coordination with North Salt Lake's Main Street crossing.
- c. The most recent draft of the quiet zone Risk index with SSM credits is 36,862 compared to the Risk index with train horns of 67,280 (see attached).

While we acknowledge that the FRA has suggested the use of flaggers using the provisions of 49 CFR 222.33, we do not believe that this is prudent or financially feasible for the following reasons.

- a. Section 222.33 states that this section is only applicable to “*an individual public highway-rail grade crossing which is not within a quiet zone.*” Both crossings are within the Woods Cross Quiet Zone.
- b. Section 222.33 (a) states that “*A railroad operating over an individual public highway-rail crossing may, at its discretion, cease the sounding of the locomotive horn if the locomotive speed is 15 miles per hour or less and train crew members, or appropriately equipped flaggers, as defined in 49 CFR 234.5, flag the crossing to provide warning of approaching trains to motorists.*”
 - i. The cities have not been able to get definitive answers from Union Pacific or the FRA if flaggers are needed for all trains entering the crossing on any of the tracks or only when a train is using the industrial track.
 - ii. While the trains using the industrial track at both crossings are traveling less than 15 miles per hour, it is unlikely that any of the railroad companies are willing to slow all trains traveling through either of these crossings to 15 mph or less on all tracks.
 - iii. Neither the two approved flagging companies in Utah, nor Union Pacific, can confirm what types of flaggers, how many are needed and for what duration of time. In an email from Lance Kippen, who represents Union Pacific, to North Salt Lake City Engineer, Karyn Baxter, on 2/25/2025, Mr. Kippen stated,

“Since this is an FRA Quiet Zone rule, we need the and the FRA to tell us what kind of flagging will be required for them to pause the suspension. For example, does the FRA require flagging of the entire crossing or only the industry track? My only experience with this is with RTD in Denver, CO. The FRA required 24/7 flagging at those crossings, which included two railroad flagman (RTD and UPRR), and roadway flagmen to stop the vehicles. The flagman were getting harassed by motorists and so they also added security guards to the mix. Once the FRA has clarified what they will require at this location, we can put a plan together.”
 - iv. With quotes for flaggers ranging from \$1,784 to \$3,378 per day per crossing, this expense can exceed the cost of the gate installation.

We appreciate the delicate balance of safety and the peace afforded by the quiet zone and will continue to support efforts to maintain compliance. Similarly, we urgently request approval of this waiver to restore the quiet zone for the benefit of the citizens living in close proximity to the rail lines of the Woods Cross quiet zone until the two remaining crossings are brought into compliance.

Sincerely,

Mayor Ryan Westergard

Cc: Woods Cross City Council and Staff
 Utah Members of Congressional
 Utah Transit Authority
 Cities within the Woods Cross Quiet Zone

HIGHWAY-RAIL GRADE CROSSING
ACCIDENT/INCIDENT REPORT

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad UTA FrontRunner Commuter Rail [UFRC]				1a. UFRC	1b. 041
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance UTA FrontRunner Commuter Rail [UFRC]				3a. UFRC	3b. 041
4. U.S. DOT-AAR Grade Crossing ID No. 805664P		5. Date of Accident/Incident 04/22/09		6. Time of Accident/Incident 04:37 AM	
7. Nearest Railroad Station WOODS CROSS		8. Division WARM SPRINGS		9. County DAVIS	
10. State Abbr. 49		Code UT			
11. City (if in a city) NORTH SALT LAKE		12. Highway Name or No. MAIN ST/1100WEST		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify) Code A			17. Equipment 1. Train (units pulling) 5. Car(s) (standing) 2. Train (units pushing) 6. Light loco(s) (moving) 3. Train (standing) 7. Light loco(s) (standing) 8. Other (specify) A. Train pulling- RCL B. Train pushing- RCL C. Train standing- RCL Code 1		
14. Vehicle Speed (est. mph at impact) 0		15. Direction (geographical) 1. North 2. South 3. East 4. West Code 4		18. Position of Car Unit in Train 1	
16. Position 1. Stalled on crossing 3. Moving over crossing 2. Stopped on Crossing 4. Trapped Code 2		19. Circumstance 1. Rail equipment struck highway user 2. Rail equipment struck by highway user Code 2			
20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither Code 4		20b. Was there a hazardous materials release by 1. Highway User 2. Rail Equipment 3. Both 4. Neither Code 4			
20c. State the name and quantity of the hazardous material released, if any					
21. Temperature (specify if minus) 55 °F		22. Visibility (single entry) 1. Dawn 2. Day 3. Dusk 4. Dark Code 4		23. Weather (single entry) 1. Clear 2. Cloudy 3. Rain 4. Fog 5. Sleet 6. Snow Code 1	
24. Type of Equipment Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) 3. Commuter train 6. Cut of cars 9. Main./inspect. car Code 3			25. Track Type Used by Rail Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry Code 1		26. Track Number or Name SINGLE MAIN TRACK
27. FRA Track Class 4		28. Number of Locomotive Units 1	29. Number of Cars 3	30. Consist Speed (Recorded if available) R. Recorded 77 mph E. Estimated Code R	
31. Time Table Direction 1. North 2. South 3. East 4. West Code 1					
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) Warning 3. Standard FLS 6. Audible 9. Watchman 12. None Code(s) 01 03 06			33. Signaled Crossing Warning 20 sec warn min (1);		34. Whistle Ban 1. Yes 2. No 3. Unknown Code 1
35. Location of Warning 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach Code 1		36. Crossing Warning Interconnected with Highway Signals 1. Yes 2. No 3. Unknown Code 2		37. Crossing Illuminated by Street Lights or Special Lights 1. Yes 2. No 3. Unknown Code 2	
38. Driver's Age 57	39. Driver's Gender 1. Male 2. Female Code 1	40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train 1. Yes 2. No 3. Unknown Code 2		41. Driver 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop Code 5	
42. Driver Passed Standing Highway Vehicle 1. Yes 2. No 3. Unknown Code 2		43. View of Track Obscured by (primary obstruction) 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed Code 8			
Casualties to:		Killed	Injured	44. Driver was 1. Killed 2. Injured 3. Uninjured Code 3	
45. Was Driver in the Vehicle? 1. Yes 2. No Code 2		46. Highway-Rail Crossing Users 0 0		47. Highway Vehicle Property Damage (est. dollar damage) \$6,000	
48. Total Number of Highway-Rail Crossing Users (include driver) 1		49. Railroad Employees 0 0		50. Total Number of People on Train (include passengers and crew) 6	
51. Is a Rail Equipment Accident / Incident Report Being Filed 1. Yes 2. No Code 1		52. Passengers on Train 0 0			
53a. Special Study Block			53b. Special Study Block		
54. Narrative Description AUTO TRAVELING SE ON MAIN STREET IN NORTH SALT LAKE. DRIVER ATTEMPTS U-TURN ON MAIN STREET/1100WEST GRADE CROSSING. AUTO DRIVES OFF OF GRADE CROSSING PANELS AND BECOMES STUCK AND HIGH CENTERS ON RAIL, FOULING FRONTRUNNER MAINLINE. DRIVER EXITS VEHICLE AND AUTO IS STRUCK BY LOCOMOTIVE OF TRAIN 3 TRAVELING NB.					
55. Typed Name and Title		56. Signature			57. Date

**HIGHWAY-RAIL GRADE CROSSING
ACCIDENT/INCIDENT REPORT**

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad Union Pacific Railroad Company [UP]				1a. UP	1b. 0799UT025
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance Union Pacific Railroad Company [UP]				3a. UP	3b. 0799UT025
4. U.S. DOT-AAR Grade Crossing ID No. 805836V		5. Date of Accident/Incident 07/31/99		6. Time of Accident/Incident 04:00 AM	
7. Nearest Railroad Station SALT LAKE CITY		8. Division SALT LAKE CITY		9. County SALT LAKE	
				10. State Abbr. 49 Code UT	
11. City (if in a city) SALT LAKE CITY		12. Highway Name or No. 900 W. SOUTH TEMPLE		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify)			Code A		
14. Vehicle Speed (est. mph at impact) 50			15. Direction (geographical) 1. North 2. South 3. East 4. West		
			Code 1		
16. Position 1. Stalled on crossing 3. Moving over crossing 2. Stopped on Crossing 4. Trapped			Code 3		
20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither			Code 4		
20b. Was there a hazardous materials release by 1. Highway User 2. Rail Equipment 3. Both 4. Neither			Code 4		
20c. State the name and quantity of the hazardous material released, if any					
21. Temperature (specify if minus) 80 °F		22. Visibility (single entry) 1. Dawn 2. Day 3. Dusk 4. Dark		Code 4	
				23. Weather (single entry) 1. Clear 2. Cloudy 3. Rain 4. Fog 5. Sleet 6. Snow	
				Code 1	
24. Type of Equipment Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) 3. Commuter train 6. Cut of cars 9. Main./inspect. car			A. Spec. MoW Equip Code 1		25. Track Type Used by Rail Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry
					Code 1
26. Track Number or Name SINGLE MAIN					
27. FRA Track Class 2	28. Number of Locomotive Units 3	29. Number of Cars 89	30. Consist Speed (Recorded if available) R. Recorded E. Estimated 16 mph		Code E
31. Time Table Direction 1. North 2. South 3. East 4. West			Code 3		
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew Warning 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) 3. Standard FLS 6. Audible 9. Watchman 12. None			33. Signaled Crossing Warning 20 sec warn min (1);		34. Whistle Ban 1. Yes 2. No 3. Unknown
					Code 2
35. Location of Warning 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach			Code 1		36. Crossing Warning Interconnected with Highway Signals 1. Yes 2. No 3. Unknown
					Code 2
37. Crossing Illuminated by Street Lights or Special Lights 1. Yes 2. No 3. Unknown			Code 1		
38. Driver's Age	39. Driver's Gender 1. Male 2. Female	Code 1	40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train 1. Yes 2. No 3. Unknown		Code 2
					41. Driver 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop
					Code 1
42. Driver Passed Standing Highway Vehicle 1. Yes 2. No 3. Unknown			Code 2		43. View of Track Obscured by (primary obstruction) 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed
					Code 8
Casualties to:		Killed	Injured	44. Driver was 1. Killed 2. Injured 3. Uninjured	
				Code 1	
45. Was Driver in the Vehicle? 1. Yes 2. No		Code 1			
46. Highway-Rail Crossing Users 1		1	47. Highway Vehicle Property Damage (est. dollar damage)		\$7,000
					48. Total Number of Highway-Rail Crossing Users (include driver) 2
49. Railroad Employees 0		0	50. Total Number of People on Train (include passengers and crew)		3
52. Passengers on Train 0		0			51. Is a Rail Equipment Accident / Incident Report Being Filed 1. Yes 2. No
					Code 2
53a. Special Study Block			53b. Special Study Block		
54. Narrative Description					
55. Typed Name and Title			56. Signature		57. Date

**HIGHWAY-RAIL GRADE CROSSING
ACCIDENT/INCIDENT REPORT**

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad Union Pacific Railroad Company [UP]				1a. UP	1b. 0792UT023
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance Union Pacific Railroad Company [UP]				3a. UP	3b. 0792UT023
4. U.S. DOT-AAR Grade Crossing ID No. 805836V		5. Date of Accident/Incident 07/16/92		6. Time of Accident/Incident 03:50 PM	
7. Nearest Railroad Station SALT LAKE CITY		8. Division		9. County SALT LAKE	
				10. State Abbr. 49 Code UT	
11. City (if in a city) SALT LAKE CITY		12. Highway Name or No. 1000 W		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify)			Code A		
14. Vehicle Speed (est. mph at impact) 0			15. Direction (geographical) 1. North 2. South 3. East 4. West		
			Code 1		
16. Position 1. Stalled on crossing 3. Moving over crossing 2. Stopped on Crossing 4. Trapped			Code 2		
20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither			Code 4		
20b. Was there a hazardous materials release by 1. Highway User 2. Rail Equipment 3. Both 4. Neither			Code		
20c. State the name and quantity of the hazardous material released, if any					
21. Temperature (specify if minus) 90 °F		22. Visibility (single entry) 1. Dawn 2. Day 3. Dusk 4. Dark		Code 2	
				23. Weather (single entry) 1. Clear 2. Cloudy 3. Rain 4. Fog 5. Sleet 6. Snow	
				Code 1	
24. Type of Equipment Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) 3. Commuter train 6. Cut of cars 9. Main./inspect. car			A. Spec. MoW Equip Code 7		25. Track Type Used by Rail Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry
					Code 1
					26. Track Number or Name NORTH MAIN
27. FRA Track Class 2		28. Number of Locomotive Units 1		29. Number of Cars 12	
				30. Consist Speed (Recorded if available) R. Recorded E. Estimated	
				5 mph Code E	
				31. Time Table Direction 1. North 2. South 3. East 4. West	
				Code 4	
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) Warning 3. Standard FLS 6. Audible 9. Watchman 12. None			Code		33. Signaled Crossing Warning 20 sec warn min (1);
					34. Whistle Ban 1. Yes 2. No 3. Unknown
					Code
35. Location of Warning 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach			Code 1		36. Crossing Warning Interconnected with Highway Signals 1. Yes 2. No 3. Unknown
					Code 2
					37. Crossing Illuminated by Street Lights or Special Lights 1. Yes 2. No 3. Unknown
					Code 1
38. Driver's Age		39. Driver's Gender 1. Male 2. Female		Code	
				40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train 1. Yes 2. No 3. Unknown	
				Code 2	
				41. Driver 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop	
				Code 1	
42. Driver Passed Standing Highway Vehicle 1. Yes 2. No 3. Unknown		Code 2		43. View of Track Obscured by (primary obstruction) 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed	
				Code 8	
Casualties to:		Killed		Injured	
				44. Driver was 1. Killed 2. Injured 3. Uninjured	
				Code 3	
				45. Was Driver in the Vehicle? 1. Yes 2. No	
				Code 1	
46. Highway-Rail Crossing Users 0		0		47. Highway Vehicle Property Damage (est. dollar damage) \$1,000	
				48. Total Number of Highway-Rail Crossing Users (include driver) 1	
49. Railroad Employees 0		0		50. Total Number of People on Train (include passengers and crew)	
52. Passengers on Train 0		0		51. Is a Rail Equipment Accident / Incident Report Being Filed 1. Yes 2. No	
				Code 2	
53a. Special Study Block			53b. Special Study Block		
54. Narrative Description					
55. Typed Name and Title		56. Signature			57. Date

**HIGHWAY-RAIL GRADE CROSSING
ACCIDENT/INCIDENT REPORT**

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad Union Pacific Railroad Company [UP]				1a. UP	1b. 0592UT010
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance Union Pacific Railroad Company [UP]				3a. UP	3b. 0592UT010
4. U.S. DOT-AAR Grade Crossing ID No. 805836V		5. Date of Accident/Incident 05/09/92		6. Time of Accident/Incident 01:05 PM	
7. Nearest Railroad Station SALT LAKE CITY		8. Division		9. County SALT LAKE	
				10. State Abbr. 49 Code UT	
11. City (if in a city) SALT LAKE CITY		12. Highway Name or No. 1000 W 35 S			
		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private			
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify)			Code A		
14. Vehicle Speed (est. mph at impact) 0			15. Direction (geographical) 1. North 2. South 3. East 4. West		
			Code 1		
16. Position 1. Stalled on crossing 3. Moving over crossing 2. Stopped on Crossing 4. Trapped			Code 1		
20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither			Code 4		
20b. Was there a hazardous materials release by 1. Highway User 2. Rail Equipment 3. Both 4. Neither			Code		
20c. State the name and quantity of the hazardous material released, if any					
21. Temperature (specify if minus) 60 °F		22. Visibility (single entry) 1. Dawn 2. Day 3. Dusk 4. Dark		Code 2	
24. Type of Equipment Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) 3. Commuter train 6. Cut of cars 9. Main./inspect. car		A. Spec. MoW Equip Code 1		25. Track Type Used by Rail Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry	
				Code 1	
26. Track Number or Name NORTH MAIN					
27. FRA Track Class 2		28. Number of Locomotive Units 4		29. Number of Cars 32	
				30. Consist Speed (Recorded if available) R. Recorded E. Estimated 12 mph	
				Code E	
31. Time Table Direction 1. North 2. South 3. East 4. West		Code 4			
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) Warning 3. Standard FLS 6. Audible 9. Watchman 12. None			Code		
Code(s) 01 04 06			33. Signaled Crossing Warning 20 sec warn min (1);		
35. Location of Warning 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach			Code 1		
36. Crossing Warning Interconnected with Highway Signals 1. Yes 2. No 3. Unknown			Code 2		
37. Crossing Illuminated by Street Lights or Special Lights 1. Yes 2. No 3. Unknown			Code 1		
38. Driver's Age		39. Driver's Gender 1. Male 2. Female		Code	
				40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train 1. Yes 2. No 3. Unknown	
				Code 2	
41. Driver 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop		Code 1			
42. Driver Passed Standing Highway Vehicle 1. Yes 2. No 3. Unknown		Code 2		43. View of Track Obscured by (primary obstruction) 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed	
				Code 8	
Casualties to:		Killed		Injured	
				44. Driver was 1. Killed 2. Injured 3. Uninjured	
				Code 3	
45. Was Driver in the Vehicle? 1. Yes 2. No		Code 1			
46. Highway-Rail Crossing Users 0		0		47. Highway Vehicle Property Damage (est. dollar damage) \$2,000	
				48. Total Number of Highway-Rail Crossing Users (include driver) 2	
49. Railroad Employees 0		0		50. Total Number of People on Train (include passengers and crew)	
52. Passengers on Train 0		0		51. Is a Rail Equipment Accident / Incident Report Being Filed 1. Yes 2. No	
				Code 2	
53a. Special Study Block			53b. Special Study Block		
54. Narrative Description					
55. Typed Name and Title		56. Signature			57. Date

**HIGHWAY-RAIL GRADE CROSSING
ACCIDENT/INCIDENT REPORT**

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad Union Pacific Railroad Company [UP]				1a. UP	1b. 1190UT213
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance Union Pacific Railroad Company [UP]				3a. UP	3b. 1190UT213
4. U.S. DOT-AAR Grade Crossing ID No. 805836V		5. Date of Accident/Incident 11/16/90		6. Time of Accident/Incident 05:55 PM	
7. Nearest Railroad Station SALT LAKE		8. Division		9. County SALT LAKE	
				10. State Abbr. 49 Code UT	
11. City (if in a city) SALT LAKE		12. Highway Name or No. 10TH W. & SLGW LEAD		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify)			Code A		
14. Vehicle Speed (est. mph at impact) 20			15. Direction (geographical) 1. North 2. South 3. East 4. West		
			Code 1		
16. Position 1. Stalled on crossing 3. Moving over crossing 2. Stopped on Crossing 4. Trapped			Code 3		
20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither			Code 4		
20b. Was there a hazardous materials release by 1. Highway User 2. Rail Equipment 3. Both 4. Neither			Code		
20c. State the name and quantity of the hazardous material released, if any					
21. Temperature (specify if minus) 52 °F		22. Visibility (single entry) 1. Dawn 2. Day 3. Dusk 4. Dark		Code 4	
				23. Weather (single entry) 1. Clear 2. Cloudy 3. Rain 4. Fog 5. Sleet 6. Snow	
				Code 2	
24. Type of Equipment Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) 3. Commuter train 6. Cut of cars 9. Main./inspect. car			A. Spec. MoW Equip Code 7		25. Track Type Used by Rail Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry
					Code 2
					26. Track Number or Name SLGW YARD
27. FRA Track Class 1		28. Number of Locomotive Units 1		29. Number of Cars 8	
				30. Consist Speed (Recorded if available) R. Recorded E. Estimated	
				2 mph Code E	
				31. Time Table Direction 1. North 2. South 3. East 4. West	
				Code 3	
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) Warning 3. Standard FLS 6. Audible 9. Watchman 12. None			33. Signaled Crossing Warning		34. Whistle Ban 1. Yes 2. No 3. Unknown
Code(s) 01 03					
					20 sec warn min (1);
35. Location of Warning 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach			Code 1		36. Crossing Warning Interconnected with Highway Signals 1. Yes 2. No 3. Unknown
					Code 2
					37. Crossing Illuminated by Street Lights or Special Lights 1. Yes 2. No 3. Unknown
					Code 1
38. Driver's Age		39. Driver's Gender 1. Male 2. Female		Code	
				40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train 1. Yes 2. No 3. Unknown	
				Code 2	
				41. Driver 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop	
				Code 1	
42. Driver Passed Standing Highway Vehicle 1. Yes 2. No 3. Unknown		Code 2		43. View of Track Obscured by (primary obstruction) 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed	
				Code 8	
Casualties to:		Killed		Injured	
				44. Driver was 1. Killed 2. Injured 3. Uninjured	
				Code 3	
				45. Was Driver in the Vehicle? 1. Yes 2. No	
				Code 1	
46. Highway-Rail Crossing Users		0		0	
				47. Highway Vehicle Property Damage (est. dollar damage) \$1,000	
				48. Total Number of Highway-Rail Crossing Users (include driver) 1	
49. Railroad Employees		0		0	
52. Passengers on Train		0		0	
				50. Total Number of People on Train (include passengers and crew)	
				51. Is a Rail Equipment Accident / Incident Report Being Filed 1. Yes 2. No	
				Code 2	
53a. Special Study Block			53b. Special Study Block		
54. Narrative Description					
55. Typed Name and Title		56. Signature			57. Date

HIGHWAY-RAIL GRADE CROSSING
ACCIDENT/INCIDENT REPORT

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad Union Pacific Railroad Company [UP]				1a. UP	1b. 0485UT202
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance Union Pacific Railroad Company [UP]				3a. UP	3b. 0485UT202
4. U.S. DOT-AAR Grade Crossing ID No. 805836V		5. Date of Accident/Incident 04/26/85		6. Time of Accident/Incident 06:45 PM	
7. Nearest Railroad Station SALT LAKE CITY		8. Division		9. County SALT LAKE	
				10. State Abbr. 49 Code UT	
11. City (if in a city) SALT LAKE CITY		12. Highway Name or No. SO TEMPLE & 10TH WES		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify)			17. Equipment 1. Train (units pulling) 5. Car(s) (standing) 2. Train (units pushing) 6. Light loco(s) (moving) 3. Train (standing) 7. Light loco(s) (standing)		
14. Vehicle Speed (est. mph at impact) 12			18. Position of Car Unit in Train 1		
15. Direction (geographical) 1. North 2. South 3. East 4. West			19. Circumstance 1. Rail equipment struck highway user 2. Rail equipment struck by highway user		
16. Position 1. Stalled on crossing 3. Moving over crossing 2. Stopped on Crossing 4. Trapped			20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither		
20b. Was there a hazardous materials release by 1. Highway User 2. Rail Equipment 3. Both 4. Neither			20c. State the name and quantity of the hazardous material released, if any		
21. Temperature (specify if minus) 55 °F		22. Visibility (single entry) 1. Dawn 2. Day 3. Dusk 4. Dark		23. Weather (single entry) 1. Clear 2. Cloudy 3. Rain 4. Fog 5. Sleet 6. Snow	
24. Type of Equipment Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) 3. Commuter train 6. Cut of cars 9. Main./inspect. car		25. Track Type Used by Rail Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry		26. Track Number or Name FREIGHT MAIN	
27. FRA Track Class 1		28. Number of Locomotive Units 4		29. Number of Cars 47	
		30. Consist Speed (Recorded if available) R. Recorded E. Estimated		31. Time Table Direction 1. North 2. South 3. East 4. West	
		12 mph		3	
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) Warning 3. Standard FLS 6. Audible 9. Watchman 12. None			33. Signaled Crossing Warning 20 sec warn min (1);		34. Whistle Ban 1. Yes 2. No 3. Unknown
35. Location of Warning 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach			36. Crossing Warning Interconnected with Highway Signals 1. Yes 2. No 3. Unknown		37. Crossing Illuminated by Street Lights or Special Lights 1. Yes 2. No 3. Unknown
38. Driver's Age		39. Driver's Gender 1. Male 2. Female		40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train 1. Yes 2. No 3. Unknown	
				41. Driver 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop	
42. Driver Passed Standing Highway Vehicle 1. Yes 2. No 3. Unknown		43. View of Track Obscured by (primary obstruction) 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed			
Casualties to:		Killed		Injured	
		0		0	
46. Highway-Rail Crossing Users		47. Highway Vehicle Property Damage (est. dollar damage)		48. Total Number of Highway-Rail Crossing Users (include driver)	
0		\$0		1	
49. Railroad Employees		50. Total Number of People on Train (include passengers and crew)		51. Is a Rail Equipment Accident / Incident Report Being Filed 1. Yes 2. No	
0		0		2	
52. Passengers on Train			53a. Special Study Block		
0			53b. Special Study Block		
54. Narrative Description					
55. Typed Name and Title		56. Signature			57. Date

**HIGHWAY-RAIL GRADE CROSSING
ACCIDENT/INCIDENT REPORT**

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad Union Pacific Railroad Company [UP]				1a. UP	1b. 0180UT204
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance Union Pacific Railroad Company [UP]				3a. UP	3b. 0180UT204
4. U.S. DOT-AAR Grade Crossing ID No. 805836V		5. Date of Accident/Incident 01/20/80		6. Time of Accident/Incident 10:20 PM	
7. Nearest Railroad Station SALT LAKE		8. Division		9. County SALT LAKE	
				10. State Abbr. 49 Code UT	
11. City (if in a city) SALT LAKE		12. Highway Name or No. 1000 W SOUTH TEMPLE		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify)			17. Equipment 1. Train (units pulling) 5. Car(s) (standing) 2. Train (units pushing) 6. Light loco(s) (moving) 3. Train (standing) 7. Light loco(s) (standing)		
Code A			Code 1		
14. Vehicle Speed (est. mph at impact) 25		15. Direction (geographical) 1. North 2. South 3. East 4. West		18. Position of Car Unit in Train 44	
Code 2					
16. Position 1. Stalled on crossing 3. Moving over crossing 2. Stopped on Crossing 4. Trapped		Code 3		19. Circumstance 1. Rail equipment struck highway user 2. Rail equipment struck by highway user	
Code 3				Code 2	
20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither			20b. Was there a hazardous materials release by 1. Highway User 2. Rail Equipment 3. Both 4. Neither		
Code 4			Code		
20c. State the name and quantity of the hazardous material released, if any					
21. Temperature (specify if minus) 30 °F		22. Visibility (single entry) 1. Dawn 2. Day 3. Dusk 4. Dark		23. Weather (single entry) 1. Clear 2. Cloudy 3. Rain 4. Fog 5. Sleet 6. Snow	
Code 4				Code 1	
24. Type of Equipment Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) 3. Commuter train 6. Cut of cars 9. Main./inspect. car			25. Track Type Used by Rail Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry		26. Track Number or Name NO 1 MAIN
Code 1			Code 1		
27. FRA Track Class 3	28. Number of Locomotive Units 4	29. Number of Cars 72	30. Consist Speed (Recorded if available) R. Recorded E. Estimated 10 mph		31. Time Table Direction 1. North 2. South 3. East 4. West
Code 3			Code R		Code 4
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) Warning 3. Standard FLS 6. Audible 9. Watchman 12. None			33. Signaled Crossing Warning 20 sec warn min (1);		34. Whistle Ban 1. Yes 2. No 3. Unknown
Code(s) 03					Code
35. Location of Warning 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach			36. Crossing Warning Interconnected with Highway Signals 1. Yes 2. No 3. Unknown		37. Crossing Illuminated by Street Lights or Special Lights 1. Yes 2. No 3. Unknown
Code 1			Code 3		Code 3
38. Driver's Age	39. Driver's Gender 1. Male 2. Female	40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train 1. Yes 2. No 3. Unknown		41. Driver 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop	
		Code 2		Code 3	
42. Driver Passed Standing Highway Vehicle 1. Yes 2. No 3. Unknown		43. View of Track Obscured by (primary obstruction) 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed		Code 8	
Code 1					
Casualties to:		Killed	Injured	44. Driver was 1. Killed 2. Injured 3. Uninjured	
				Code 3	
46. Highway-Rail Crossing Users 0		0	47. Highway Vehicle Property Damage (est. dollar damage) \$975		48. Total Number of Highway-Rail Crossing Users (include driver) 1
					Code 1
49. Railroad Employees 0		0	50. Total Number of People on Train (include passengers and crew) 0		51. Is a Rail Equipment Accident / Incident Report Being Filed 1. Yes 2. No
					Code 2
53a. Special Study Block			53b. Special Study Block		
54. Narrative Description					
55. Typed Name and Title			56. Signature		57. Date

**HIGHWAY-RAIL GRADE CROSSING
ACCIDENT/INCIDENT REPORT**

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad Western Pacific Railroad Company [WP]				1a. WP	1b. 211979
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance Union Pacific Railroad Company [UP]				3a. UP	3b. XXX
4. U.S. DOT-AAR Grade Crossing ID No. 805836V		5. Date of Accident/Incident 01/25/79		6. Time of Accident/Incident 08:55 AM	
7. Nearest Railroad Station ROPER		8. Division		9. County SALT LAKE	
11. City (if in a city) SALT LAKE		12. Highway Name or No. 10TH WEST		10. State Abbr. 49 Code UT	
<input checked="" type="checkbox"/> Public		<input type="checkbox"/> Private			
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify)			Code A		
14. Vehicle Speed (est. mph at impact)			15. Direction (geographical) 1. North 2. South 3. East 4. West		
Code 2			17. Equipment 1. Train (units pulling) 5. Car(s) (standing) 2. Train (units pushing) 6. Light loco(s) (moving) 3. Train (standing) 7. Light loco(s) (standing)		
16. Position 1. Stalled on crossing 3. Moving over crossing 2. Stopped on Crossing 4. Trapped			Code 3		
18. Position of Car Unit in Train 1			19. Circumstance 1. Rail equipment struck highway user 2. Rail equipment struck by highway user		
Code 1			20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither		
Code 4			20b. Was there a hazardous materials release by 1. Highway User 2. Rail Equipment 3. Both 4. Neither		
20c. State the name and quantity of the hazardous material released, if any					
21. Temperature (specify if minus) 24 °F		22. Visibility (single entry) 1. Dawn 2. Day 3. Dusk 4. Dark		Code 2	
23. Weather (single entry) 1. Clear 2. Cloudy 3. Rain 4. Fog 5. Sleet 6. Snow		Code 2		24. Type of Equipment Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) 3. Commuter train 6. Cut of cars 9. Main./inspect. car	
Code 1		25. Track Type Used by Rail Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry		Code 1	
26. Track Number or Name SINGLE MAIN TRACK		Code 1			
27. FRA Track Class 2		28. Number of Locomotive Units 3		29. Number of Cars 54	
30. Consist Speed (Recorded if available) R. Recorded E. Estimated		Code 10 mph		Code E	
31. Time Table Direction 1. North 2. South 3. East 4. West		Code 4			
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew Warning 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) 3. Standard FLS 6. Audible 9. Watchman 12. None		Code(s) 03		33. Signaled Crossing Warning 20 sec warn min (1);	
34. Whistle Ban 1. Yes 2. No 3. Unknown		Code 1			
35. Location of Warning 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach		Code 1		36. Crossing Warning Interconnected with Highway Signals 1. Yes 2. No 3. Unknown	
Code 2		Code 2		37. Crossing Illuminated by Street Lights or Special Lights 1. Yes 2. No 3. Unknown	
Code 2		38. Driver's Age 39. Driver's Gender 1. Male 2. Female		Code 3	
40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train 1. Yes 2. No 3. Unknown		Code 2		41. Driver 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop	
Code 2		42. Driver Passed Standing Highway Vehicle 1. Yes 2. No 3. Unknown		Code 8	
43. View of Track Obscured by (primary obstruction) 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed		Code 2		Code 8	
Casualties to:		Killed		Injured	
44. Driver was 1. Killed 2. Injured 3. Uninjured		Code 2		45. Was Driver in the Vehicle? 1. Yes 2. No	
Code 1		46. Highway-Rail Crossing Users 0		1	
47. Highway Vehicle Property Damage (est. dollar damage)		\$1,000		48. Total Number of Highway-Rail Crossing Users (include driver)	
Code 1		49. Railroad Employees 0		0	
50. Total Number of People on Train (include passengers and crew)		0		0	
Code 2		51. Is a Rail Equipment Accident / Incident Report Being Filed 1. Yes 2. No		Code 2	
53a. Special Study Block			53b. Special Study Block		
54. Narrative Description					
55. Typed Name and Title		56. Signature			57. Date

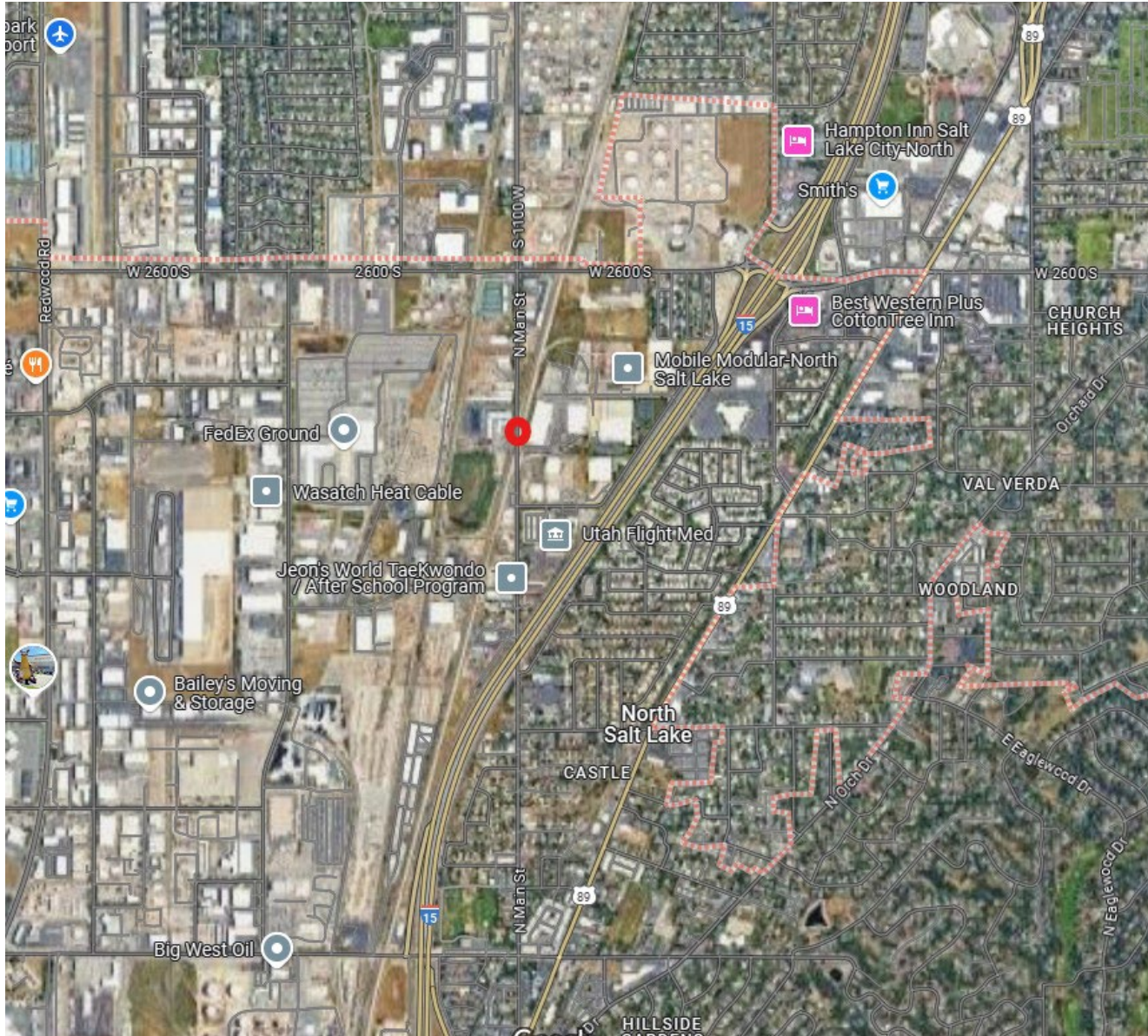
**HIGHWAY-RAIL GRADE CROSSING
ACCIDENT/INCIDENT REPORT**

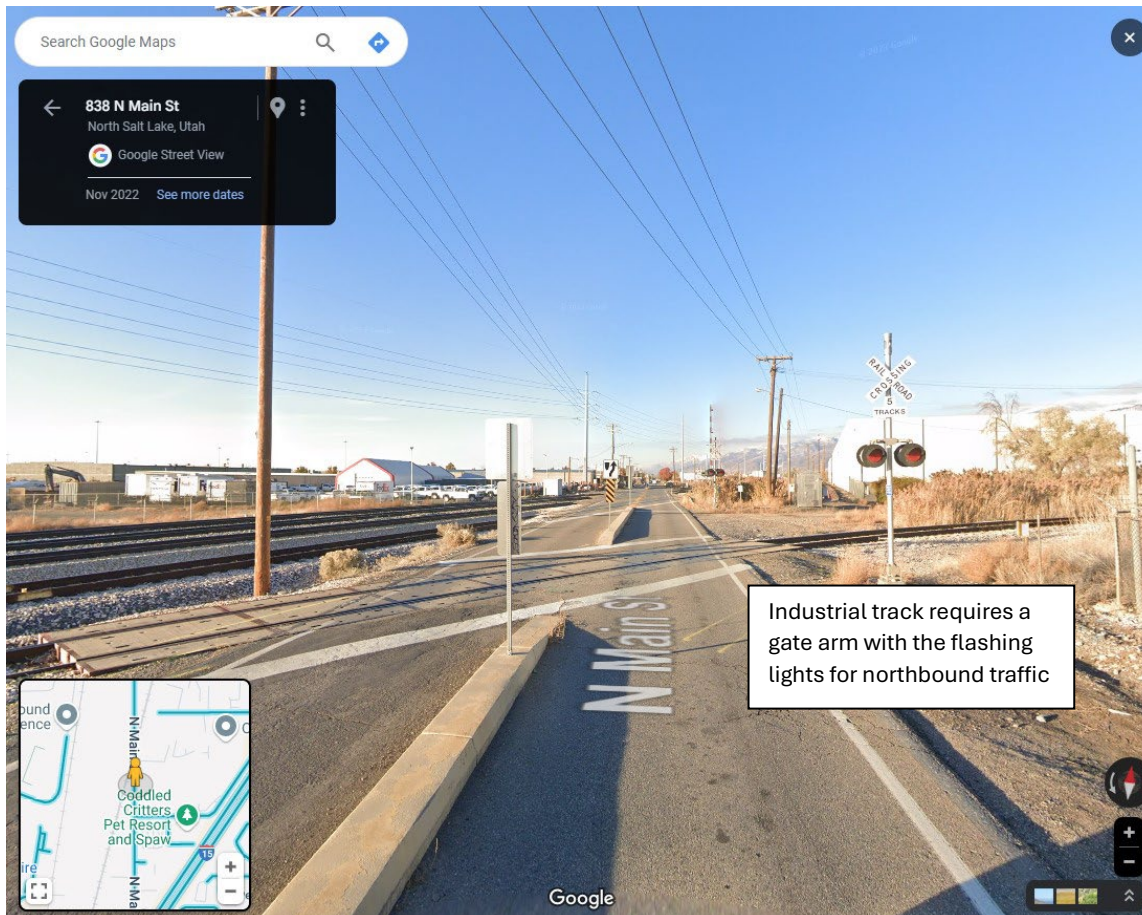
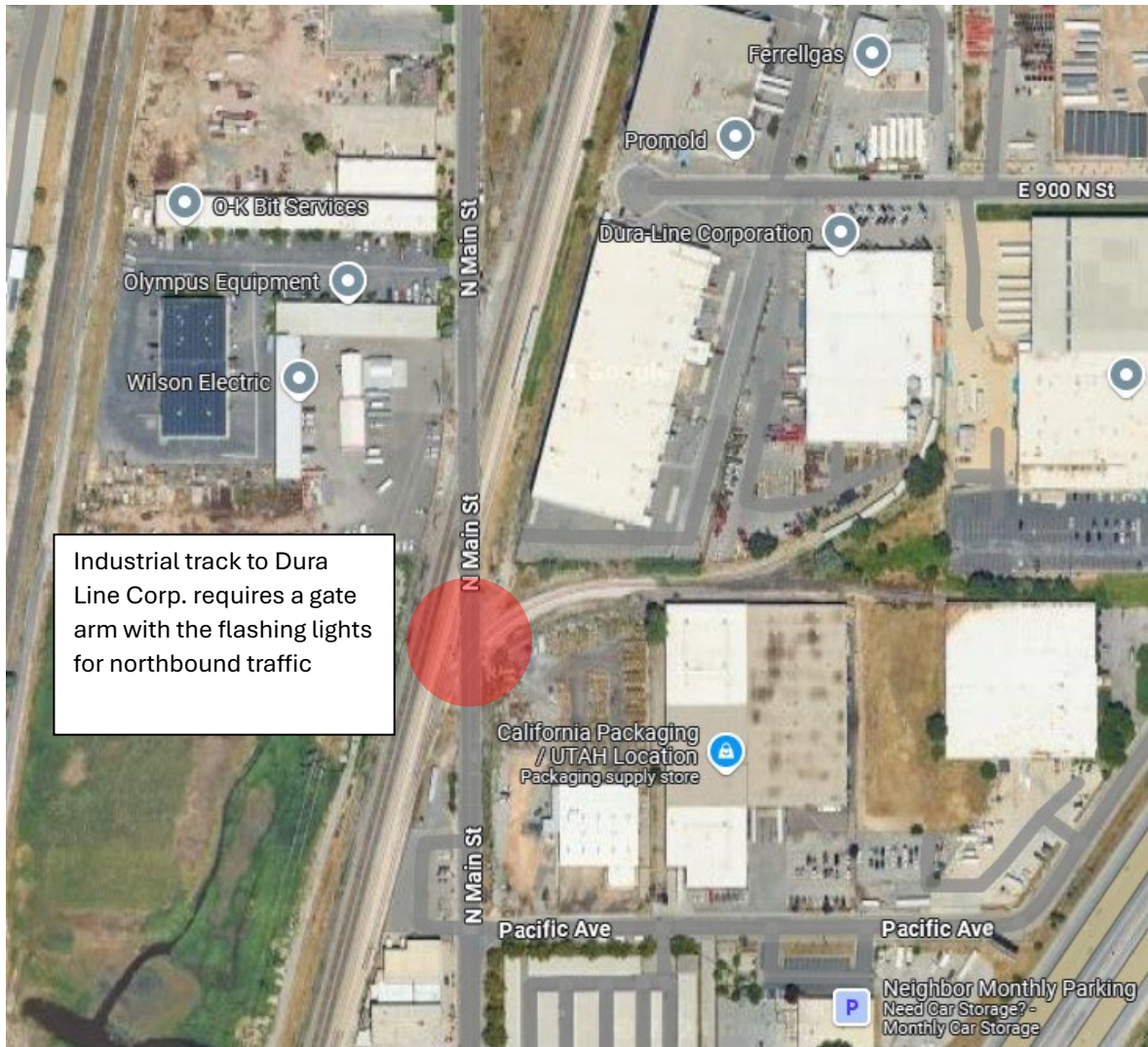
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

OMB Approval No. 2130-0500

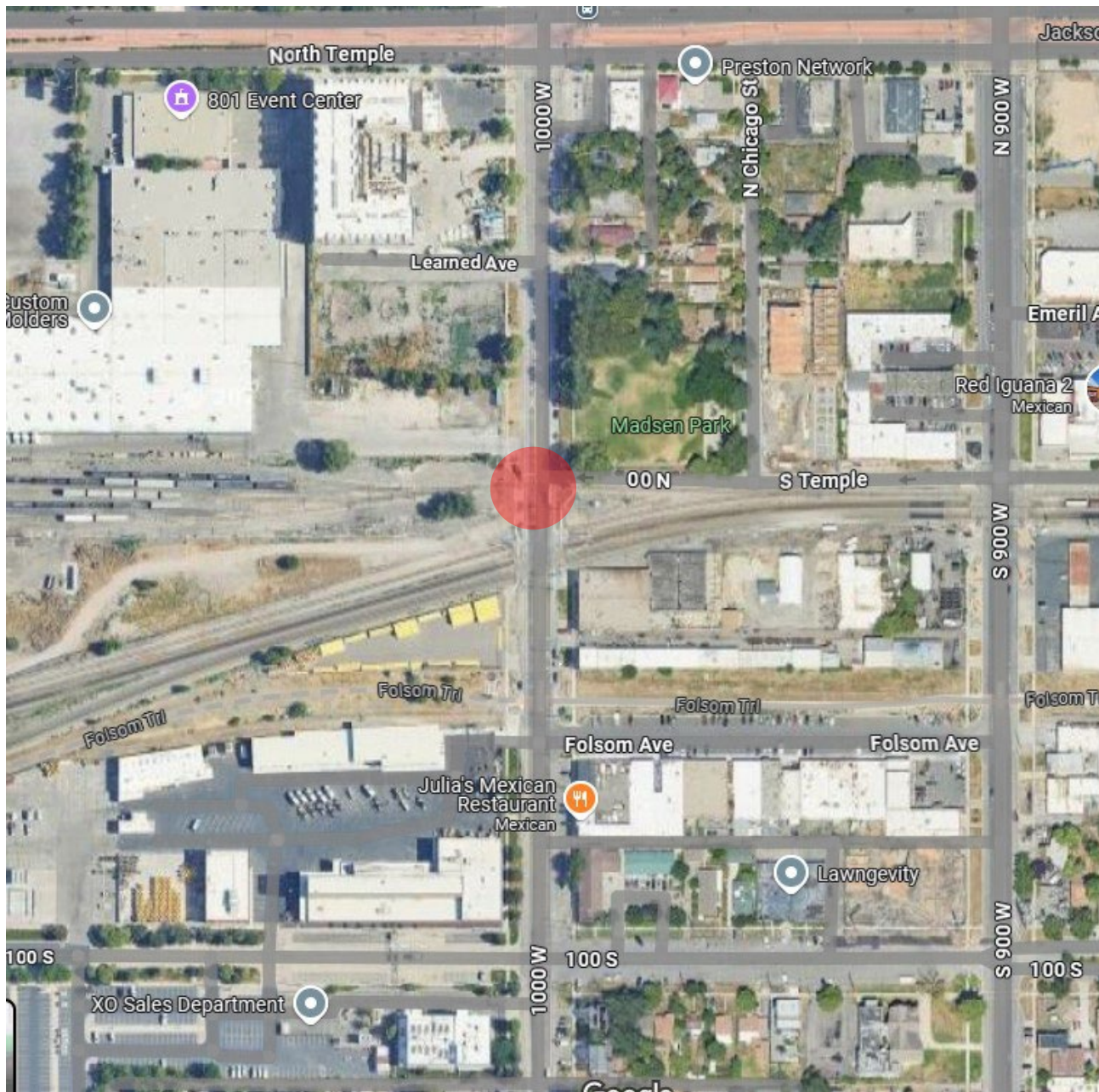
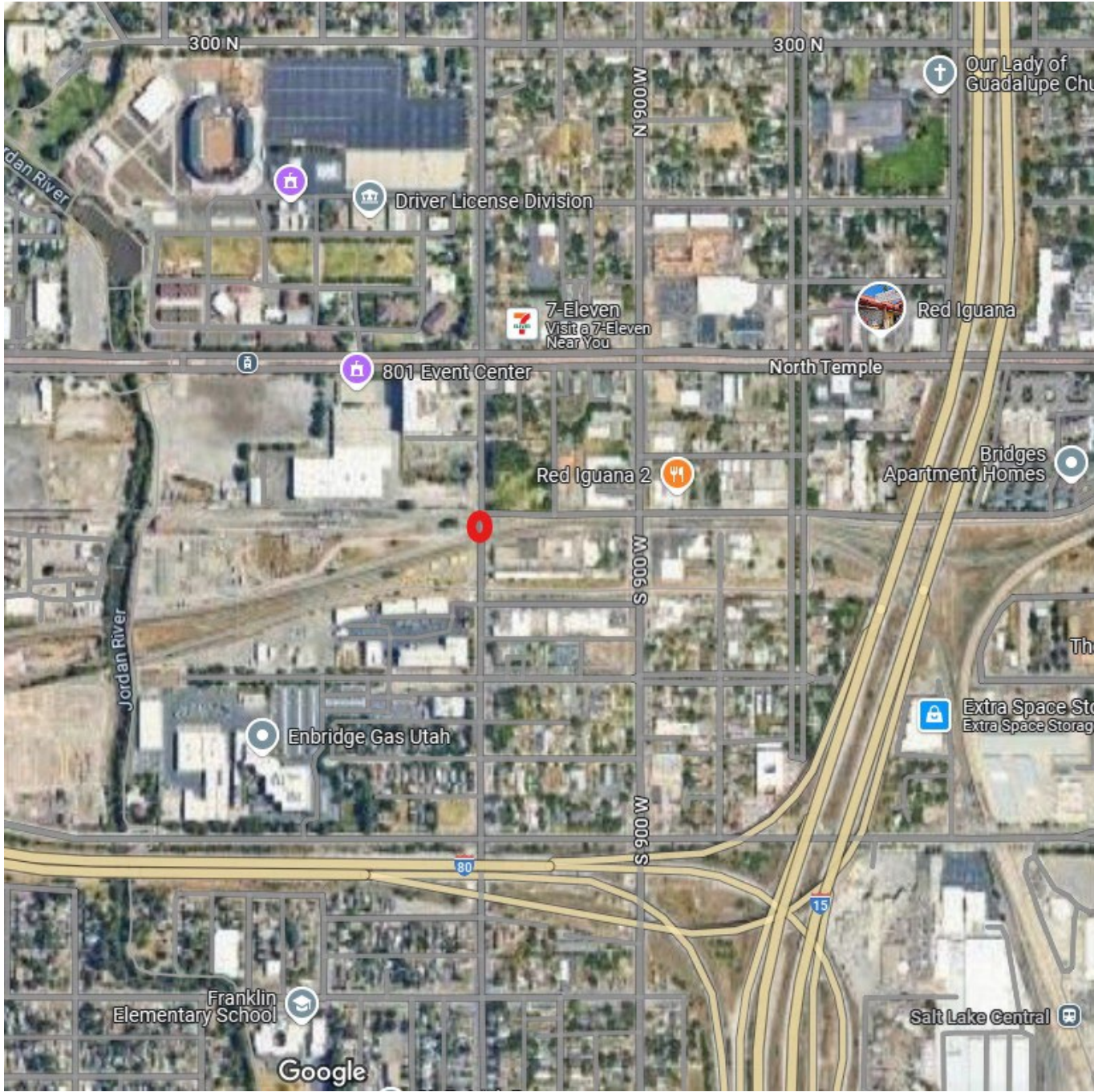
Name Of				Alphabetic Code	RR Accident/Incident No.
1. Reporting Railroad Union Pacific Railroad Company [UP]				1a. UP	1b. 0276UT202
2. Other Railroad Involved in Train Accident/Incident				2a.	2b.
3. Railroad Responsible for Track Maintenance				3a.	3b.
4. U.S. DOT-AAR Grade Crossing ID No. 805836V		5. Date of Accident/Incident 02/07/76		6. Time of Accident/Incident 09:00 PM	
7. Nearest Railroad Station SALT LAKE		8. Division		9. County SALT LAKE	
				10. State Abbr. 49 Code UT	
11. City (if in a city) SALT LAKE		12. Highway Name or No. 10TH WEST		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	
Highway User Involved			Rail Equipment Involved		
13. Type C. Truck-trailer F. Bus J. Other Motor Vehicle A. Auto D. Pick-up truck G. School Bus K. Pedestrian B. Truck E. Van H. Motorcycle M. Other (specify) Code A			17. Equipment 1. Train (units pulling) 4. Car(s) (moving) 8. Other (specify) 2. Train (units pushing) 5. Car(s) (standing) A. Train pulling- RCL 3. Train (standing) 7. Light loco(s) (standing) B. Train pushing- RCL Code 1		
14. Vehicle Speed (est. mph at impact) 10		15. Direction (geographical) 1. North 2. South 3. East 4. West Code 1		18. Position of Car Unit in Train 1	
16. Position 1. Stalled on crossing 3. Moving over crossing 2. Stopped on Crossing 4. Trapped Code 3		19. Circumstance 1. Rail equipment struck highway user 2. Rail equipment struck by highway user Code 1			
20a. Was the highway user and/or rail equipment involved in the impact transporting hazardous materials? 1. Highway User 2. Rail Equipment 3. Both 4. Neither Code 4		20b. Was there a hazardous materials release by 1. Highway User 2. Rail Equipment 3. Both 4. Neither Code			
20c. State the name and quantity of the hazardous material released, if any					
21. Temperature (specify if minus) 40 °F		22. Visibility (single entry) 1. Dawn 2. Day 3. Dusk 4. Dark Code 4		23. Weather (single entry) 1. Clear 2. Cloudy 3. Rain 4. Fog 5. Sleet 6. Snow Code 1	
24. Type of Equipment Consist 1. Freight train 4. Work train 7. Yard/Switching (single entry) 2. Passenger train 5. Single car 8. Light loco(s) 3. Commuter train 6. Cut of cars 9. Main./inspect. car Code 1			25. Track Type Used by Rail Equipment Involved 1. Main 2. Yard 3. Siding 4. Industry Code 1		26. Track Number or Name SINGLE MAIN TRACK
27. FRA Track Class 4	28. Number of Locomotive Units 3	29. Number of Cars 98	30. Consist Speed (Recorded if available) R. Recorded E. Estimated 12 mph Code E		31. Time Table Direction 1. North 2. South 3. East 4. West Code 4
32. Type of Crossing 1. Gates 4. Wig wags 7. Crossbucks 10. Flagged by crew 2. Cantilever FLS 5. Hwy. traffic signals 8. Stop signs 11. Other (specify) Warning 3. Standard FLS 6. Audible 9. Watchman 12. None Code(s) 03			33. Signaled Crossing Warning 20 sec warn min (1);		34. Whistle Ban 1. Yes 2. No 3. Unknown Code
35. Location of Warning 1. Both Sides 2. Side of Vehicle Approach 3. Opposite Side of Vehicle Approach Code 1		36. Crossing Warning Interconnected with Highway Signals 1. Yes 2. No 3. Unknown Code 2		37. Crossing Illuminated by Street Lights or Special Lights 1. Yes 2. No 3. Unknown Code 2	
38. Driver's Age	39. Driver's Gender 1. Male 2. Female Code	40. Driver Drove Behind or in Front of Train and Struck or was Struck by Second Train 1. Yes 2. No 3. Unknown Code 2		41. Driver 1. Drove around or thru the gate 4. Stopped on crossing 2. Stopped and then proceeded 5. Other (specify) 3. Did not stop Code 3	
42. Driver Passed Standing Highway Vehicle 1. Yes 2. No 3. Unknown Code 2		43. View of Track Obscured by (primary obstruction) 1. Permanent Structure 3. Passing Train 5. Vegetation 7. Other (specify) 2. Standing railroad equipment 4. Topography 6. Highway Vehicles 8. Not Obstructed Code 8			
Casualties to:		Killed	Injured	44. Driver was 1. Killed 2. Injured 3. Uninjured Code 3	
46. Highway-Rail Crossing Users 0		0	47. Highway Vehicle Property Damage (est. dollar damage) \$250		48. Total Number of Highway-Rail Crossing Users (include driver) 1
49. Railroad Employees 0		0	50. Total Number of People on Train (include passengers and crew)		51. Is a Rail Equipment Accident / Incident Report Being Filed 1. Yes 2. No Code 2
52. Passengers on Train 0		0			
53a. Special Study Block			53b. Special Study Block		
54. Narrative Description					
55. Typed Name and Title		56. Signature			57. Date

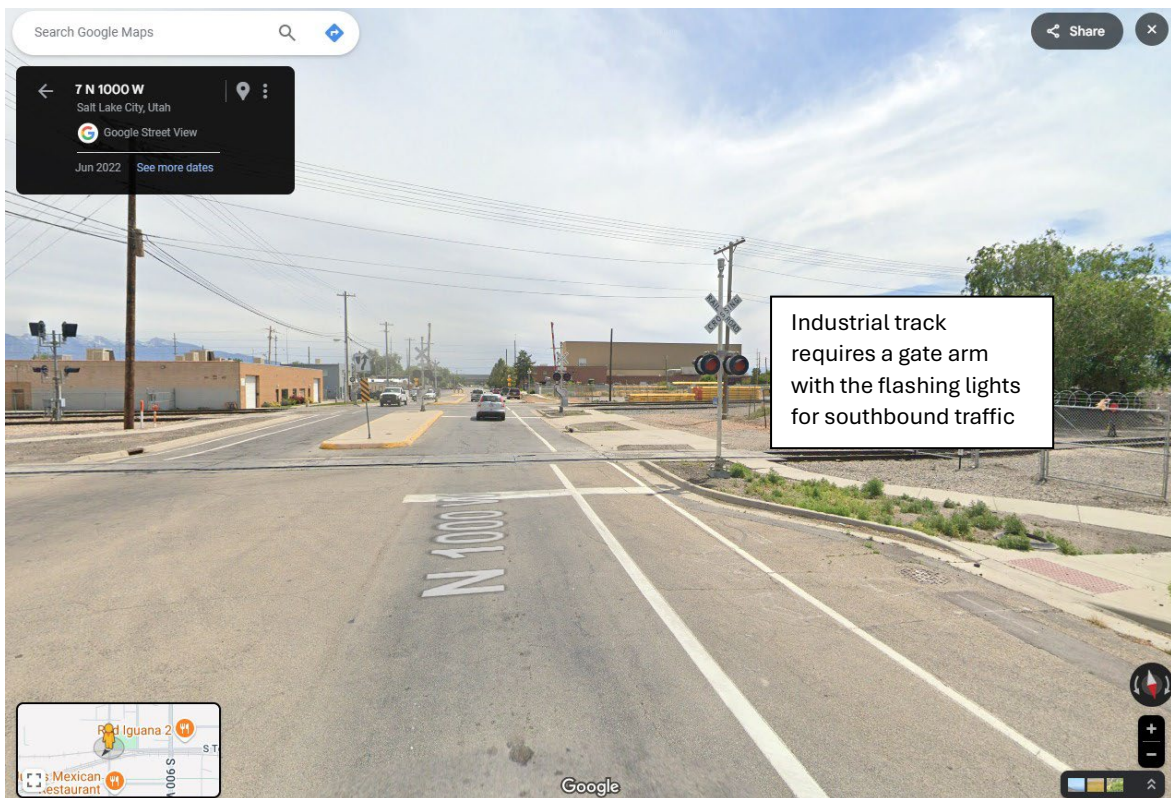
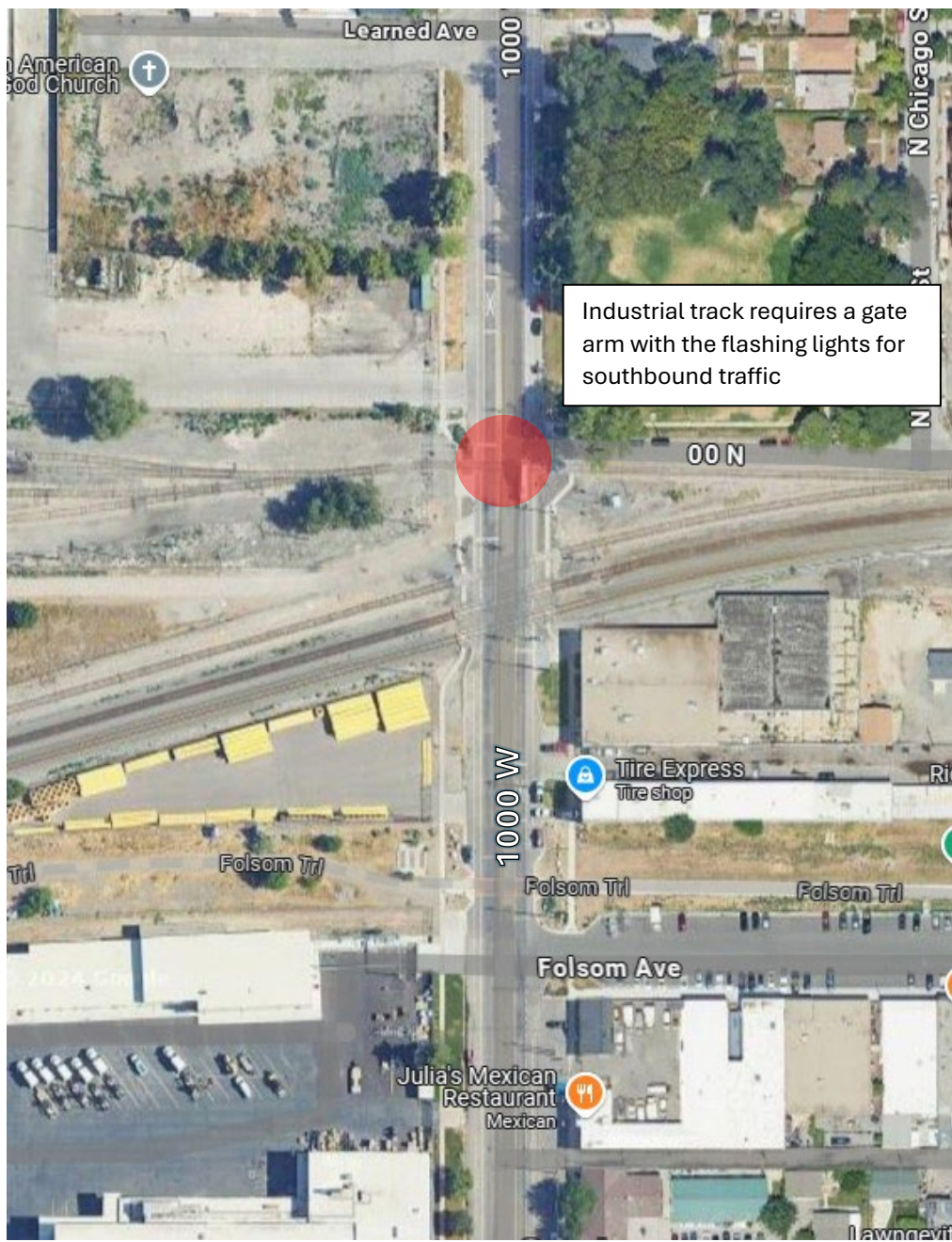
North Salt Lake Main Street Cross





Salt Lake City 1000 W Crossing



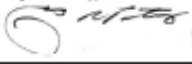


Summary of FRA Inspection Reports for North Salt Lake Main Street and Salt Lake City 1000 W

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION (FRA)

INSPECTION REPORT

OMB Approval No.: 2130-0509

Inspector's Name Peterson, Jacob R.		Inspector's Signature  Digitally signed by JACOB RYAN PETERSON Date: 2021.09.21 11:15:25 -07'00'			Inspector's ID No. 68800	Report No. 54	Date yy mm dd 2021 09 14						
Railroad/Company Name & Address CITY UTILITIES 1555 S 800 W Woods Cross UT 84087				R/C C	Division SYSTEM	RR/Co. Representative (Receipt Acknowledged) Name Sam Christiansen Title Woods Cross City Public Works Email schristiansen@woodscross.com Signature _____							
From: City WOODS CROSS	Codes 2140	Destination City & County			Codes 1700	From Latitude							
State UT	49	City SALT LAKE CITY			1700	From Longitude							
County DAVIS	C011	County SALT LAKE			C035	To Latitude							
Mile Post: From 0007.38 To 0783.48		Inspection Point QUIET ZONE INSPECTION THR-111670			To Longitude								
Activity Code:	QZI	TPSR	GXIR	MUTD									
Units:	1	1	1	1									
Sub Units:	12	12	12	48									
Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
1									762057E	N	N	0	
Description - [** Comment to Railroad/Company **] FRA Grade Crossing Inspectors J. Peterson and T. Domres conducted a Quiet Zone Inspection in the City of Woods Cross, UT on 14 September 2021. The inspection was to determine if the municipality meet the requirements set forth in their Notice of Establishment, address safety concerns, and make recommendations that could enhance public safety within the quiet zone. The City of Woods Cross submitted for their quiet zone under the Public Authority Designation process (49 CFR 222.39(a)(3)), which stipulates, that SSMs are implemented which are sufficient to reduce the Quiet Zone Risk Index to a level at or below the Risk Index with Horns. The calculations submitted were based on improvements and installation of FRA preapproved Supplemental Safety Measures (SSM) found in 49 CFR 222 Appendix A. This quiet zone consist of thirty highway-rail grade crossings. The public authority was not present and received results of the inspection via email.													
Seal Applied		Seal Removed		Hazard Class				UN/NA ID					
Violation Recommended <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					Latitude:				Longitude:				
Written Notification to FRA of Remedial Action is: <input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional					Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?				

INSPECTION REPORT
(Continuation)

Inspector's ID No. 68800	Report No. 54	Report Date 9/14/2021
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Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
2	7.38								805662B	N	N	0	QZI

Description - [** Comment to Railroad/Company **]
East 1100 North (MP 7.38) DOT# 805662B

Crossing Treatment: Gates With Medians or Channelization Devices

Corrective Action Needed:

- Both approach medians need to be full height (6") at the gate arm of the warning device and 100' in length. The eastbound median is 19' short of the gate arm and the westbound median is 13' short of the gate arm. Tapered end caps do not count towards this 100' requirement.

- Refresh and add missing pavement markings to comply with Section 8B of the MUTCD.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID

Violation Recommended Yes No Latitude: Longitude:

Written Notification to FRA of Remedial Action is: Required Optional Railroad Action Code Date(mm/dd/yyyy): Comments on back?

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
3	7.04								805664P	N	N	0	QZI

Description - [** Comment to Railroad/Company **]
Main St. (MP 7.04) DOT# 805664P

Crossing Treatment: Gates With Medians or Channelization Devices

Corrective Action Needed:

- Both approach medians need to be full height (6") at the gate arm of the warning device and 100' in length. Tapered end caps do not count towards this 100' requirement.

- Southbound median measured 95' from the gate arm. They need to be extended to 100' from the gate arm and tapered end caps do not count towards this 100' requirement.

- Northbound exit side of median is 4" high. It needs to be raised to the full height of 6".

Seal Applied	Seal Removed	Hazard Class	UN/NA ID

Violation Recommended Yes No Latitude: Longitude:

Written Notification to FRA of Remedial Action is: Required Optional Railroad Action Code Date(mm/dd/yyyy): Comments on back?

Inspector's ID No. 68800	Report No. 54	Report Date 9/14/2021
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Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
12	783.63								805835N	N	N	0	QZI

Description - [** Comment to Railroad/Company **]
900 West (MP 783.63) DOT# 805835N

Crossing Treatment: Four Quadrant Gates

Corrective Action Needed:

- Update pavement markings to comply with Section 8B of the MUTCD.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID
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Violation Recommended	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Latitude:	Longitude:
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Written Notification to FRA of Remedial Action is:	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional	Railroad Action Code	<input type="text"/>	Date(mm/dd/yyyy):	<input type="text"/>	Comments on back?
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Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
13	783.48								805836V	N	N	0	QZI

Description - [** Comment to Railroad/Company **]
1000 West (MP 783.48) DOT# 805836V

Crossing Treatment: Gates With Medians or Channelization Devices

Corrective Action Needed:

- Southbound approach has tracks that are not protected by a proper warning device or median. If this track is included in the quiet zone, proper treatments need to be installed. Trains traversing this portion of the crossing should be sounding the train horn.

- Northbound approach has a commercial driveway 5 feet from the grade crossing. This driveway will need to be closed or relocated 60' from the crossing. Other options for this location would be applying for an ASM credit, or not taking SSM credit for this crossing and submitting an amendment with new quiet zone calculations.

- Northbound median measured 97' from the gate arm. This needs to be extended to 100' from the gate arm, and tapered end caps do not count towards this 100' requirement.


- Update pavement markings to comply with Section 8B of the MUTCD.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID
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Violation Recommended	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Latitude:	Longitude:
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Written Notification to FRA of Remedial Action is:	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional	Railroad Action Code	<input type="text"/>	Date(mm/dd/yyyy):	<input type="text"/>	Comments on back?
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INSPECTION REPORT

Inspector's Name Walker, Eric S.		Inspector's Signature 		Inspector's ID No. 92854		Report No. 21		Date yy mm dd 2023 08 08					
Railroad/Company Name & Address CITY OF WOODS CROSS, UT 2287 S 1200 W				R/C C Division SYSTEM		RR/Co. Representative (Receipt Acknowledged) Name Sam Christiansen Title Public Works Director Email schristiansen@woodscross.com Signature _____							
Woods Cross		UT		84087		RR/Co. Code XWCU		Subdivision SYSTEM					
From: City NORTH SALT LAKE		Codes 1320		Destination City & County			Codes		From Latitude				
State UT		49		City WOODS CROSS			2140		From Longitude				
County DAVIS		C011		County DAVIS			C011		To Latitude				
Mile Post: From 0000.00 To 0008.32				Inspection Point N. SALT LAKE CITY - WOODS CROSS				To Longitude					
Activity Code:		QZI		MUTD									
Units:		1		1									
Sub Units:		12		72									
Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
1										N	N	0	QZ1
Description - [** Comment to Railroad/Company **] Federal Railroad Administration (FRA) Inspector F. Ayala and I, Inspector E. Walker, conducted a Quiet Zone Inspection for Woods Cross Quiet Zone (THR-111670). We inspected 11 crossings. The inspection included MUTCD requirements for signs and pavement markings. The following are the listed line items for each crossing inspected:													
Seal Applied		Seal Removed		Hazard Class				UN/NA ID					
Violation Recommended				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:				Longitude:			
Written Notification to FRA of Remedial Action is:				<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?			
Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
2	785.36								805763N	N	N	0	QZ1
Description - [** Comment to Railroad/Company **] 1800 North: 1. W/B vehicle approach from Warm Springs Road - Road markings need to be refreshed. 2. E/B vehicle approach - median height at the gate arm does not meet the minimum 6" requirement.													
Seal Applied		Seal Removed		Hazard Class				UN/NA ID					
Violation Recommended				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:				Longitude:			
Written Notification to FRA of Remedial Action is:				<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?			

INSPECTION REPORT
(Continuation)

Inspector's ID No. 92854	Report No. 21	Report Date 8/8/2023
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Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
3	0007.044								805763N	N	N	0	QZ1
Description - [** Comment to Railroad/Company **] Main Street: 1. N/B vehicle approach - median height at at the gate arm does not meet the minimum 6" requirement. 2. S/B vehicle approach - the median is 76' from the gate arm.													
Seal Applied		Seal Removed		Hazard Class				UN/NA ID					
Violation Recommended					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:			Longitude:			
Written Notification to FRA of Remedial Action is:					<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?		

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
4	0007.389								805662B	N	N	0	QZ1
Description - [** Comment to Railroad/Company **] East 1100 North: 1. Road markings for both vehicle approaches need to be refreshed. 2. W/B vehicle approach - median height at at the gate arm does not meet the minimum 6" requirement. 3. E/B vehicle approach - the median is still short 18'													
Seal Applied		Seal Removed		Hazard Class				UN/NA ID					
Violation Recommended					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:			Longitude:			
Written Notification to FRA of Remedial Action is:					<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?		

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
5	0745.032								254922T	N	N	0	QZ1
Description - [** Comment to Railroad/Company **] 200 South: UTA will be seeking to re-calculate the SSM in order to keep the driveway open.													
Seal Applied		Seal Removed		Hazard Class				UN/NA ID					
Violation Recommended					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:			Longitude:			
Written Notification to FRA of Remedial Action is:					<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?		

INSPECTION REPORT

(Continuation)

Inspector's ID No. 92854	Report No. 21	Report Date 8/8/2023
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Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
9	000.0330								805836V	N	N	0	QZ1
Description - [** Comment to Railroad/Company **] 1000 West: No defects noted for items inspected at 1000 West highway-rail grade crossing.													
Seal Applied			Seal Removed			Hazard Class			UN/NA ID				
Violation Recommended				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:			Longitude:				
Written Notification to FRA of Remedial Action is:				<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?			

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
10	FRN 10.651								805647Y	N	N	0	QZ1
Description - [** Comment to Railroad/Company **] 1600 North: 1. Both vehicle approaches - median height at the gate arm does not meet the minimum 6" requirement.													
Seal Applied			Seal Removed			Hazard Class			UN/NA ID				
Violation Recommended				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:			Longitude:				
Written Notification to FRA of Remedial Action is:				<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?			

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
11	FRN 08.323								805660M	N	N	0	QZ1
Description - [** Comment to Railroad/Company **] 1500 South: 1. W10-9P does not meet the requirements 2. Both vehicle approaches - road markings need to be refreshed.													
Seal Applied			Seal Removed			Hazard Class			UN/NA ID				
Violation Recommended				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:			Longitude:				
Written Notification to FRA of Remedial Action is:				<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?			

INSPECTION REPORT

Inspector's Name Walker, Eric S.		Inspector's Signature <i>Eric Walker</i> <small>Digitally signed by ERIC S. WALKER DN: cn=ERIC S. WALKER, o=FRA</small>			Inspector's ID No. 92854	Report No. 32	Date yy mm dd 2024 04 16						
Railroad/Company Name & Address CITY OF WOODS CROSS, UT 2287 S 1200 W Woods Cross UT 84087				R/C C	Division SYSTEM	RR/Co. Representative (Receipt Acknowledged) Name Sam Christiansen Title Public Works Director Email schristiansen@woodscross.com Signature _____							
From: City KAYSVILLE	Codes 0860	Destination City & County			Codes	From Latitude							
State UT	49	City SALT LAKE CITY			1700	From Longitude							
County DAVIS	C011	County SALT LAKE			C035	To Latitude							
Mile Post: From 0020.59		To FRN0000.22		Inspection Point KAYSVILLE TO SALT LAKE CITY		To Longitude							
Activity Code:	QZI	QZAF	MUTD	OPA									
Units:	1	1	1	1									
Sub Units:	15	1	145	2									
Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
1										N	N	0	QZI
Description - [** Comment to Railroad/Company **] 222.39(a)(3) - FRA Grade Crossing Deputy Staff Director R. Bruce, Grade Crossing Inspectors P. Clark, and E. Walker conducted a Quiet Zone Inspection from Ogden, UT, to Layton, UT on Monday, April 16, 2024. The inspection was to determine if the municipality meets the requirements outlined in its Notice of Establishment, address safety concerns, and make recommendations that could enhance public safety within the quiet zone. The City of Woods Cross submitted for their quiet zone under the Public Authority Designation process, 49 CFR 222.39(a)(3), which stipulates a quiet zone may be established if SSMs are implemented, which are sufficient to reduce the Quiet Zone Risk Index to a level at or below the Risk Index With Horns. This quiet zone consists of 79 Highway-Rail Grade Crossings with SSMs installed at select crossings. The following crossings were inspected:													
Seal Applied		Seal Removed			Hazard Class			UN/NA ID					
Violation Recommended				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:			Longitude:				
Written Notification to FRA of Remedial Action is:				<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?			

INSPECTION REPORT

(Continuation)

Inspector's ID No. 92854	Report No. 32	Report Date 4/16/2024
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Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
8	FRN 7.044								805664P	N	N	0	QZI
Description - [** Comment to Railroad/Company **] Main Street (MP FRN 7.044) DOT# 805664P - North Salt Lake City, UT - City Engineer, K. Baxter accompanied us on this inspection. Crossing Treatment: Gates with Medians or Channelization Devices The City is taking SSM credit for Gates with Medians, however, an industrial track, with the same DOT number, runs between the two gates. The protection for the industrial track is flashing lights without a gate arm. The minimum requirement for a Quiet Zone is flashing lights with a gate arm. This negates SSM and possibly the Quiet Zone. Corrective Action Needed: 1. Per K. Baxter, the City is looking to submit a waiver to the FRA. 2. Close the industrial track. 3. Add a gate arm to the flashing lights.													
Seal Applied			Seal Removed			Hazard Class			UN/NA ID				
Violation Recommended				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:			Longitude:				
Written Notification to FRA of Remedial Action is:				<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?			

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
9	FRN 5.979								805669Y	N	N	0	QZI
Description - [** Comment to Railroad/Company **] Center Street (MP FRN 5.979) DOT# 808669Y - North Salt Lake City, UT Crossing Treatment: Four Quadrant Gates W10-1 (Grade Crossing Advance Warning) sign, for the E/B approach is missing. Road markings need to be refreshed. Corrective Action Needed: Replace the W10-1 with correct size. Refresh (paint) road markings.													
Seal Applied			Seal Removed			Hazard Class			UN/NA ID				
Violation Recommended				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:			Longitude:				
Written Notification to FRA of Remedial Action is:				<input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code		Date(mm/dd/yyyy):		Comments on back?			

INSPECTION REPORT

(Continuation)

Inspector's ID No. 92854	Report No. 32	Report Date 4/16/2024
-----------------------------	------------------	--------------------------

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
14	FRN 01.14								805669K	N	N	0	QZI

Description - [** Comment to Railroad/Company **]
300 North (MP FRN 01.14) DOT# 805689K - Salt Lake City, UT

Crossing Treatment: Four Quadrant Gates (No Credits Taken)

1. Refresh road marking.
2. W10-9P (NO TRAIN HORN) signs, for N/B, N 500 W, vehicle approach is not in compliance per MUTCD. The W10-9P sign measured 18" x 24". Per MUTCD, the W10-9P sign is required to be 24" x 30".

Corrective Action Needed:

1. Refresh (paint) road markings.
2. Replace the W10-9P signs with the correct size.

Seal Applied	Seal Removed	Hazard Class	UN/NA ID
Violation Recommended <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:	Longitude:
Written Notification to FRA of Remedial Action is: <input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code	Date(mm/dd/yyyy):
			Comments on back?

Item	Initials/Milepost	Equipment/Track #	Type/Kind	49 CFR/USC	Defect	Subrule	Speed	Class	Train #/Site	SNFR*	RCL**	# of Occ.***	Activity Code
15	783.480								805836V	N	N	0	QZI

Description - [** Comment to Railroad/Company **]
1000 West (MP 783.480) DOT# 805836V - Salt Lake City, UT

Crossing Treatment: Gates with Medians or Channelization

Corrective Action Needed:

1. Replace W10-9P with correct sized sign (N/E quad).

Seal Applied	Seal Removed	Hazard Class	UN/NA ID
Violation Recommended <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Latitude:	Longitude:
Written Notification to FRA of Remedial Action is: <input type="checkbox"/> Required <input checked="" type="checkbox"/> Optional		Railroad Action Code	Date(mm/dd/yyyy):
			Comments on back?

Change Scenario:

Create New Zone
Manage Existing Zones
Log Off

Step by Step Instructions:

Step 1: To specify New Warning Device (For Pre-Rule Quiet Zone Only) and/or SSM, click the **MODIFY** Button

Step 2: Select proposed warning device or SSM. Then click the **UPDATE** button. To generate a spreadsheet of the values on this page, click on **ASM** button—This spreadsheet can then be used for ASM calculations.

Step 3: Repeat Step (2) until the **SELECT** button is shown at the bottom right side of this page. Note that the **SELECT** button is shown **ONLY** when the Quiet Zone Risk Index falls below the NSRT or the Risk Index with Horn.

Step 4: To save the scenario and continue, click the **SELECT** button

Crossing	Street	Traffic	Warning Device	Pre-SSM	SSM	Risk	
254922T	200 SOUTH	3700	Gates	0	0	115,739.43	MODIFY
805612X	3300 SOUTH	3000	Gates	0	13	13,331.48	MODIFY
805613E	4000 SOUTH	10907	Gates	0	13	13,583.50	MODIFY
805615T	4800 SOUTH	18310	Gates	0	0	93,957.33	MODIFY
805617G	6000 SOUTH	9535	Gates	0	13	16,078.53	MODIFY
805618N	2300 NORTH	8724	Gates	0	10	40,364.06	MODIFY
805619V	SR-37/1800 NORTH	15828	Gates	0	10	43,328.50	MODIFY
805620P	1300 NORTH	6847	Gates	0	10	17,575.75	MODIFY
805627M	2200 WEST	6588	Gates	0	13	33,886.25	MODIFY
805630V	GORDON AVENUE	11242	Gates	0	13	36,197.13	MODIFY
805631C	hill field ROAD	23244	Gates	0	13	20,455.87	MODIFY
805633R	650 WEST / KING STREET	5978	Gates	0	13	33,468.04	MODIFY
805634X	GENTILE STREET	13272	Gates	0	0	84,369.87	MODIFY
805638A	OLD MILL LANE	5537	Gates	0	0	73,878.65	MODIFY
805647Y	1600 NORTH	2936	Gates	0	13	47,616.82	MODIFY
805655R	SR-68/500 SOUTH	15588	Gates	0	10	47,977.01	MODIFY
805660M	1500 SOUTH	3824	Gates	0	13	13,898.92	MODIFY
805662B	1100 NORTH	11209	Gates	0	13	16,857.30	MODIFY
805664P	MAIN STREET	1751	Gates	0	0	60,173.82	MODIFY
805669Y	CENTER STREET	7157	Gates	0	10	126,108.89	MODIFY
805673N	1800 NORTH	650	Gates	0	13	9,417.88	MODIFY
805688D	400 NORTH	1100	Gates	0	10	32,137.69	MODIFY
805689K	300 NORTH	2300	Gates	0	10	14,263.27	MODIFY
805829K	600 WEST	4000	Gates	0	13	20,773.87	MODIFY
805834G	800 WEST	500	Gates	0	10	3,430.92	MODIFY
805835N	900 WEST	13000	Gates	0	10	6,920.13	MODIFY
805836V	1000 WEST	3815	Gates	0	0	24,124.60	MODIFY
805941W	2ND STREET	11000	Gates	0	13	4,019.41	MODIFY
859667K	17TH STREET	3000	Gates	0	13	7,662.06	MODIFY
859670T	SR-39	36589	Gates	0	0	34,248.66	MODIFY

* Only Public At Grade Crossings are listed.

ALERT: Quiet Zone qualifies because QZRI is less than Risk Index with Horns.

Click for Supplementary Safety Measures [SSM]

Click for ASM spreadsheet: * Note: The use of ASMs requires an application to and approval from the FRA.

Summary	
Proposed Quiet Zone:	FR_North
Type:	New 24-hour QZ
Scenario:	FR_North_71340
Estimated Total Cost:	\$2,982,000.00
Nationwide Significant Risk Threshold:	15488 .00
Risk Index with Horns:	67279.53
Quiet Zone Risk Index:	36861.52
<input type="button" value="Select"/>	

Memo



To: Woods Cross Mayor and City Council
From: Brian Passey, Finance Director
Date: February 12, 2025
Re: Reimbursement Request #3: 2022 Road Bond Funds

Staff requests that the City reimburse itself for road project expenditures incurred during the period beginning January 2024 through January 2025 in the amount of \$582,942.27, payable from the remaining 2022 Road Bond Funds. The City Council authorizes this Request.

Here is a summary of Request #3 (see attached chart):

Actual period expenditures (January 2024 to January 2025): (800 W 1500 S Traffic Signal; 1100 W 2150-2600 S Widen; 2600 S NSL Proj. Match)	\$142,547.65
(+) Reimburse project overage: 1100 West 1750-1960 South Widening:	\$584,080.50
<u>(-) Net project underage: 1100 West 500-1100 South Widening¹:</u>	<u>(\$143,685.88)</u>
Equals this Reimbursement Request Amount:	\$582,942.27

The 2022 Road Bond account balance maintained in escrow with the Utah State Treasurer is:

Road Bond account balance, 1/31/2025:	\$ 1.68 million
<u>(-) This Request #3:</u>	<u>< \$ 0.58 > million</u>
Equals Remaining Road Bond account balance:	\$ 1.10 million

Other points to consider are as follows:

- Reducing the Road Bond account balance also reduces the amount that may become subject to IRS review concerning municipal bonds.
- To best utilize the \$1.10 million remaining Road Bond account balance, and as part of both the current year 2024-2025 Budget and next year 2025-2026 Budget, the City Administrator will bring one or more road project(s) that are qualified and eligible to use the remaining road bond funds.
- The 2022 Road bond funds have earned \$273,206 during the time that they have been in the PTIF account.

¹ The "Underage" is money paid back to the city from property owners, projects, and other agencies that authorized the city to do work in their behalf, which was they then reimbursed the city for.

RESOLUTION 2025- 904

**A RESOLUTION AUTHORIZING THE REIMBURSEMENT TO THE CITY FROM
THE 2022 EXCISE TAX ROAD REVENUE BOND FUNDS WITH DRAW #3**

WHEREAS, Woods Cross City (City) issued \$3,500,000 in Excise Tax Road Revenue Bonds, Series 2022 (2022 Road Bond); and

WHEREAS, on October 4, 2022, the City Council established an anticipated budget for the use of those funds for road projects and issuance costs as attached; and

WHEREAS, certain projects have been completed and reimbursement to the City from the 2022 Road Bond funds is necessary.

NOW, THEREFORE, BE IT RESOLVED, by City Council of Woods Cross City that it authorizes:

1. The transfer of funds in the amount of \$584,080.50 for the projects as shown in the attached spreadsheet.
2. This resolution becomes effective immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS
CITY, STATE OF UTAH, ON THIS 4h DAY OF MARCH 2025.**

WOODS CROSS CITY

ATTEST

Ryan Westergard, Mayor

Annette Hanson, City Recorder

COUNCIL VOTING:

Julie Checketts	Yea _____	Nay _____	
Eric Jones	Yea _____	Nay _____	
Wallace Larrabee	Yea _____	Nay _____	
Jim Grover	Yea _____	Nay _____	
Gary Sharp	Yea _____	Nay _____	
Ryan Westergard	Yea _____	Nay _____	[tie vote only]



Memo



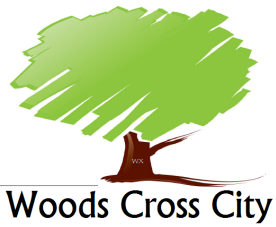
To: Mayor, City Council and Staff
 From: Bryce Haderlie, City Administrator
 Date: September 27, 2022
 Re: Authorized Expenditures of 2022 Road Tax Bond

With the closing of the \$3,500,000 Excise Tax Road Revenue Bond (2022 Road Tax Bond), I would like to confirm the projects that we have discussed and will be paid from that bond revenue. Having this as a council meeting agenda item will further solidify that the Council has reviewed and authorized these expenditures.

In an email sent to the Council on July 21, 2022, staff outlined the following projects and inflationary projections. The email also included the 800 West reconstruction project as an additional cost that the 2022 Road Tax Bonds will cover. The projects/expenses include:

• Bond issuance expenses (GL Acct. 21-40-620)	\$ 28,000
• 800 West Reconstruction (Area 3) Estimate (GL Acct. 21-40-733)	
○ Approved Contracts	
▪ Bowen	\$ 323,387
▪ Kilgore	\$ 669,232
○ Change Orders Year to Date	\$ 65,000
○ UTA land lease cost	\$ 9,500
○ Engineering Estimate	\$ 150,000
1. 800 W 1500 S Traffic Signal Estimate (GL Acct. 21-40-733)	\$ 390,197
2. 1100 W (500 S to 1200 S) Est. (GL Acct. 21-40-751)	\$ 566,182
3. 1100 W (1750 S to 1975 S) Est. (GL Acct. 21-40-731)	\$ 233,281
4. 1100 W (2100 S to 2600 S) WFRC/City Match Est. (GL Acct. 21-40-737)	\$ 499,732
5. 1100 W (2100 S to 2600 S) DC3Q/City Match Est. (GL Acct. 21-40-737)	<u>\$ 236,400</u>
Sub-total	<u>\$3,170,911</u>
Other Projects can include:	
A. 2600 S Traffic Signal Match to NSL	\$ 80,000
B. 2600 S Grade Crossing Match to NSL	<u>\$ 240,000</u>
Sub-total	<u>\$ 320,000</u>
Grand Total	<u>\$3,490,911</u>

<u>WX City GL Acct No</u>		9/7/2022	Sep22~Jun23	Jul23~Dec23	Jan24~Jan25	PTIF Bond Balance
		Bond Estimate	Expense Period 1	Expense Period 2	Expense Period 3	
21-40-620	2022 Road Bond issuance costs	\$28,000		(\$26,420)	\$0	\$1,580
<u>800 W Reconstruction (Area 3) Estimate</u>		<u>Amount</u>				
21-40-733	Bowen	\$ 323,387	(\$348,231)	\$0	\$0	(\$24,844)
21-40-733	Kilgore	\$ 669,232	(\$692,277)	\$0	\$0	(\$23,045)
21-40-733	Change Orders	\$ 65,000	\$0	\$0	\$0	\$65,000
21-40-733	UTA Land Lease	\$ 9,500	(\$6,750)	\$0	\$0	\$2,750
21-40-733	Engineering J-U-B	\$ 150,000	(\$100,902)	(\$41,375)	(\$5,648)	\$2,075
21-40-733	800 W 1400 S Traffic Signal	\$ 390,197	\$0	(\$9,684)	\$0	\$380,513
Subtotal 800 W Reconstruction (Area 3) Estimate:		\$1,607,316				\$404,030
21-40-751	1100 W 500~1200 South	\$566,182	(\$338,208)	(\$2,128,840)	\$2,044,552	\$143,686
21-40-731	1100 W 1750~1975 South	\$233,281	(\$174,623)	(\$642,419)	(\$321)	(\$584,081)
21-40-737	1100 W 2100~2600 S WFRC/WXC	\$ 499,732		(\$31,287)	(\$86,900)	\$381,545
21-40-737	1100 W 2100~2600 S DC3Q/WXC	\$ 236,400				\$236,400
Subtotal 1100 W 2100~2600 South:		\$736,132				
Subtotal:		\$3,170,911	(\$1,660,990)	(\$2,880,024)	\$1,951,683	\$581,580
21-40-754	NSL Project Match: Traffic Signal	\$80,000			(\$50,000)	\$30,000
21-40-xxx	NSL Grade X-ing, or new Project	\$240,000				\$240,000
Subtotal:		\$320,000	\$0	\$0	(\$50,000)	\$270,000
Grand Total:		\$3,490,911	(\$1,660,990)	(\$2,880,024)	\$1,901,683	\$851,580
2022 Road Bond Proceeds:		\$3,500,000	\$1,839,010	(\$1,041,014)	\$860,669	\$9,089
Add: PTIF Interest Earned:		na	\$119,560	\$58,094	\$95,552	\$273,206
			\$1,958,570	(\$982,920)	\$956,221	\$1,124,786
Alternative PTIF Balance Analysis:			Jun-23	Feb-24	Feb-25	Totals
			Reimbursement 1	Reimbursement 2	Reimbursement 3	
	Original Bond	\$3,500,000	(\$1,660,990)	(\$424,563)	(\$582,942)	\$831,505
	Interest Earned		\$119,560	\$58,094	\$95,552	\$273,206
	Balance		\$1,958,570	\$1,592,101	\$1,104,711	\$1,104,711



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

Sam Christiansen
Public Works Director

1555 South 800 West Woods Cross, Utah 84087
Phone: 801-292-4421 Fax: 801-292-2225

Memorandum

DATE: February 27, 2025

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: **Resolution Approving the Professional Service Task Authorization Agreement with Parametrix**

Recommendation

Staff recommends approving this resolution and entering into an agreement Parametrix for consulting services related to the Woods Cross Quiet Zone

Budget

Woods Cross Quiet Zone associated consulting costs are expensed out of the Class C Fund 21-40-310 and reimbursements from each city are receipted back into the fund.

Background

The original contract approved in May of 2024 with Parametrix had a scope of work of working with the Federal Railroad Authority (FRA), State, and cities to bring the quiet zone into compliance. Since the suspension of the quiet zone by the FRA on September 30, 2024, the scope of work has changed, and Parametrix has required additional work to help reinstate the quiet zone. The original contract no longer applies to our current situation with the Quiet Zone suspension, and a new agreement is needed. Parametrix has completed all tasks cited in the original agreement from May of 2024.

Due to the unexpected nature of the requirements for reinstatement of the quiet zone, a task-oriented agreement would be best. This would allow Parametrix to continue to help while also controlling costs. This would allow for flexibility in responding to the FRA's requests and Parametrix consulting services, with staff keeping oversight on costs. No work will be invoiced unless it is authorized by City staff. See the authorization form in the adjoining documentation.

All costs associated with Parametrix's consulting services will continue to be split among the quiet zone's member cities. Woods Cross will bill the city directly for individual work costs by Parametrix on their crossing(s). Parametrix is tasked with tracking its costs and identifying which crossing its work should be billed to.

RESOLUTION 2025- 905

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES TASK AUTHORIZATION AGREEMENT WITH PARAMETRIX

WHEREAS, Woods Cross City has solicited a proposal for the Professional Services Task Authorization Agreement for Quiet Zone consulting from Parametrix Consult., INC in compliance with Chapter 3-15 of the Woods Cross City Code and applicable provisions of State law, including, but not limited to, the Uniform Fiscal Procedures Act set forth at Utah Code Ann. 10-6-101, et seq., as amended; and

WHEREAS, Woods Cross City Code staff has evaluated the proposal for qualifications related to experience, equipment, methodology, operations, and price using the information provided in the proposals; and

WHEREAS, it has been determined that Parametrix Consult., INC is qualified to consult for the Woods Cross Quiet Zone.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Woods Cross City, Utah:

1. That Mayor is authorized to sign this Resolution approving the Professional Services Task Authorization Agreement with Parametrix Consult., INC to provide services related to the Woods Cross Quiet Zone
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 4TH DAY OF MARCH 2025.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea ___	Nay ___
Eric Jones	Yea ___	Nay ___
Wallace Larrabee	Yea ___	Nay ___
Jim Grover	Yea ___	Nay ___
Gary Sharp	Yea ___	Nay ___
Ryan Westergard	Yea ___	Nay ___

[tie vote only]



Woods Cross City On-Call Support Services

Introduction

In a letter dated September 30, 2024, The Federal Railroad Administration (FRA) suspended the Woods Cross Train Horn Quiet Zone (quiet zone). This step was unanticipated and without local precedent. At the time, Parametrix was supporting Woods Cross City (the City) in completing the documentation required for the maintenance of the quiet zone. Due to the uncertain level of effort and time required for quiet zone reinstatement, it was decided that an on-call services agreement would be the most administratively convenient for all parties involved. An on-call services agreement enables Parametrix to support the City in a variety of ways related to its oversight role as FRA quiet zone point of contact and provide additional services if needed.

On-Call Support Services

This style of agreement also provides a flexible and convenient mechanism to complete other support related to the City's role as quiet zone point of contact and potentially other related or non-related items. Rather than completing each request within a contract that is modified multiple times, each request would be handled on an individual Task Order basis.

Scope, Budget, Schedule, and compensation structure shall be established by mutual agreement for each Task Order.

A Task Order form that the Parametrix team will use is in Appendix E. Potential items that could be completed by Task Order appear below. It should be noted that this list is not intended to be exhaustive. Full details and deliverables will be defined in individual Task Orders.

Un-scoped Past Support

Effort not scoped in the previous contracts was provided on an urgent basis by Parametrix staff to support the Woods Cross quiet zone. Following the delivery of the suspension notice, it was necessary to promptly address inquiries from Woods Cross staff, elected officials, agencies, crossing maintenance partner jurisdictions, and the public. This support included preparing a formal response to FRA regulators, coordination discussions, online meetings, drafting subsequent correspondence, regulatory research, and developing strategy to fulfill the objective of having the quiet zone reinstated. We have kept an itemized account of this effort that distinguished between work completed for the quiet zone as a whole and tasks specifically related to the two unresolved railroad crossing configuration issues on Main Street in North Salt Lake and 1000 West in Salt Lake City.

Quiet Zone Reinstatement Support

The timeline for the completion of this project is subject to external factors beyond the control of Parametrix and Woods Cross. The unprecedented nature of suspending a quiet zone locally introduces additional uncertainty to the prospect of developing a detailed, comprehensive scope of work. This Task Order would enable Parametrix to provide support services to the City on an as-needed basis. Support may include, but is not limited to, coordination with the FRA or other quiet

zone entities, attending meetings, drafting correspondence, conducting code research, and other efforts to reinstate and maintain the quiet zone moving forward. This arrangement will ensure that Parametrix is effectively on standby, ready to respond to City requests as circumstances require.

On-Site Grade Crossing Compliance Reviews

Woods Cross City oversees compliance at thirty highway-rail grade crossings from Salt Lake City to Ogden. The train horn quiet zone relies on compliant signage and configuration at these crossings. The Utah Department of Transportation (UDOT) maintains the FRA's grade crossing inventory records and reviews each crossing for general compliance every three years. This infrequent review allows issues to persist and is not completed with an eye towards quiet zone requirements. Because quiet zone crossings are subject to higher scrutiny and failure to address issues results in widespread quality of life impacts, Parametrix will visit each grade crossing, document existing conditions, identify any maintenance deficiencies and communicate those deficiencies for correction. To avoid repeated effort, Parametrix will coordinate with UDOT to conduct reviews in off-years when their staff will not be reviewing the crossings. This will ensure a timelier resolution of deficiencies at railroad crossings.

Feasibility Study to Reduce Likelihood of Future Quiet Zone Suspensions

According to FRA staff, the Woods Cross quiet zone, encompassing 78 crossings including 30 at-grade crossings maintained by 12 different entities, is one of the largest quiet zones in the United States by number of crossings. This configuration presents administrative challenges and created the scenario where maintenance deficiencies at any crossing can negatively affect half of the Wasatch Front region. When the quiet zone is reinstated, it will be necessary to address the question: how can we prevent this issue from recurring?

The proposed solution is to divide the quiet zone into smaller, more manageable sections. This approach will ensure that future maintenance issues have a more localized impact. Implementing this strategy will require extensive coordination with partner jurisdictions involved in the quiet zone, the FRA, and an analysis using the quiet zone calculator, along with thorough documentation of the results.

Other Items

There may be other items that are requested beyond the work described above. Task Orders may be used for any engineering and related services required by Woods Cross City under this MSA. This will allow flexibility in case something arises that is outside of the scope of the above items.

Schedule

The on-call support service contract would begin once signed and continue until terminated by either party.

Hourly Rates (Time and Material)

Rates will be revised annually in October of each year.

January 2025 Staff Rate List		
Name	Classification	Burdened Rate
Camron Park	Office Administrator	\$89.44
Charles Allen	Senior Consultant	\$247.14
Cori Klein	Engineer III	\$130.14
Kai Tohinaka	Senior Planner	\$199.98
Michael Baker	Planner IV	\$139.81
Tim Peterson	Planner IV	\$144.50
Tyler Smithson	Planner IV	\$126.62
Vickie Soileau	Senior Project Accountant	\$149.64
Will Goodreid	Planner I	\$100.01



**PROFESSIONAL SERVICES
TASK AUTHORIZATION AGREEMENT**

Summary of Terms

A. CLIENT NAME:	Woods Cross City
Address:	1555 S 800 W, Woods Cross, UT 84087
B. PROJECT NAME:	On-Call Support Services
C. PARAMETRIX:	
Office Address:	9815 S Monroe Street, Suite 410, Sandy, UT 84070
Project Number:	344-8878-002
D. EXECUTION DATE:	See date of latest signature by Parties on page 6.
<small>(date of latest signature by parties)</small>	
E. TERM:	This Agreement shall remain in effect until terminated by either party per Article 5 (Term and Termination).
<small>(time for completion; see Exhibit B for work schedule)</small>	

F. COMPENSATION (check one):	<small>[See Section 2.1 of the Terms and Conditions for Description; See Exhibit C for Compensation Schedule.]</small>		
<input type="checkbox"/> Lump Sum	Lump Sum Amount:	\$ <u>To be specified in Task Authorizations</u>	
<input type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount:	\$ <u>To be specified in Task Authorizations</u>	
<input type="checkbox"/> Salary Multiplier _____	Total Compensation Amount:	\$ <u>To be specified in Task Authorizations</u>	
<input type="checkbox"/> Other: <u>To be specified in Task Authorizations</u>	Total Compensation Amount:	\$ <u>To be specified in Task Authorizations</u>	

G. NOTICES			
If to Client:		If to Parametrix Consult., Inc.:	
Address:	<u>1555 S 800 W</u>	Address:	<u>9815 S Monroe St, suite 410</u>
	<u>Woods Cross, UT 84087</u>		<u>Sandy, UT 84070</u>
Attention:	<u>Sam Christiansen</u>	Attention:	<u>Michael Oldroyd</u>
	<small>(name of designated representative)</small>		<small>(name of Parametrix signator)</small>
Phone:	<u>801-677-1020</u>	Phone:	<u>801-307-3400</u>
Fax:	<u>n/a</u>	Fax:	<u>n/a</u>
E-mail:	<u>schristiansen@woodscross.com</u>	E-mail:	<u>moldroyd@parametrix.com</u>

PROFESSIONAL SERVICES TASK AUTHORIZATION AGREEMENT

Terms and Conditions

This Professional Services Task Authorization Agreement (this “**Agreement**”) is entered into by and between Parametrix Consult., Inc. (“**Parametrix**”) and _____ Woods Cross City _____ (“**Client**”) as of the Execution Date referred to in the Summary of Terms (page 1 of this Agreement). (Parametrix and Client are each referred to herein as a “**Party**” and collectively as the “**Parties.**”) The Summary of Terms shall be incorporated with this Agreement by reference.

1. Authorization to Proceed

Unless otherwise provided in this Agreement, execution of this Agreement by Client will be authorization for Parametrix to proceed with the services outlined in the Scope of Work attached as Exhibit A (the “**Services**”). Client acknowledges and agrees that Parametrix will be providing the Services and the Work Deliverables (as defined in Section 12) specifically for and solely with respect to the Project and that attempts to reuse the Work Deliverables outside the context of the Project may cause substantial damage. Therefore, Client covenants and agrees that it shall not use the Work Deliverables, and shall not permit the Work Deliverables to be used, other than with respect to the Project, unless it has received the specific written approval of Parametrix.

2. Compensation

2.1 Parametrix’s compensation under this Agreement shall be as set forth in the Summary of Terms, specified in Task Authorizations, and may be based on any one of the following:

- (a) Lump Sum. Under this compensation structure, Parametrix charges Client a fixed lump sum amount for the Services to be performed for the Project; Parametrix shall be responsible for all wages or salaries of its employees and costs of subconsultants. The lump sum amount shall include all Direct Labor costs and Expenses, Indirect costs (overhead), and Profit.
- (b) Negotiated Billing Rates. Under this compensation structure, Parametrix charges Client on the basis of negotiated (hourly, daily, etc.) rates for work performed on Client’s Project by Parametrix employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overhead, and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.
- (c) Salary Multiplier. Under this compensation structure, Parametrix charges Client rates equal to the direct wages or salaries Parametrix pays to its employees for work performed directly on the Project, multiplied by a negotiated multiplier as shown in Section F of the Summary of Terms to cover payroll-related taxes, payments, premiums, benefits, and other indirect costs, plus overhead and profit. Total Compensation is the maximum amount payable for the defined services, including indirect costs as identified under paragraph 2.2.

2.2 In addition to any of the fee structures set forth above in 2.1(b) and (c), Parametrix may charge Client for Direct Expenses. Direct Expenses include those costs incurred on or directly for the Project, including, but not limited to, necessary transportation costs, including current rates for Parametrix vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone; printing, binding, and reproduction charges; all costs associated with outside consultants, and other outside services and facilities; and other similar costs. Reimbursement for Direct

Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Parametrix. In either case, a service processing charge of 15 percent will be added to Direct Expenses.

3. Payment to Parametrix

Parametrix will issue monthly invoices for the compensation due as a result of services provided under this Agreement to that time, less services previously billed. Invoices are due and payable on receipt. In the event that any portion of an invoice is disputed, payment will be made for the non-disputed amounts. Parametrix will charge interest at the rate of 1½ percent per month, or the maximum permitted by law if less, on all past-due amounts starting 30 days after date of invoice. Parametrix will credit payments first to interest and then to principal.

4. Standard of Care

Parametrix shall perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Parametrix makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

5. Term and Termination

- 5.1 Term. The term of the Agreement shall be as set forth in the Summary of Terms. If a term is not specified in the Summary of Terms, Parametrix’s obligation to render the Services under this Agreement including current Task Authorization will be for a period that may reasonably be required for the completion of the Services.
- 5.2 Termination For Cause. This Agreement, including any current Task Authorization, may be terminated by (a) either Party if 1) the other Party fails to perform substantially in accordance with this Agreement through no fault of the other Party and does not commence correction of such failure within ten (10) days after written notice thereof and diligently completes the correction promptly thereafter, or 2) the performance of the Services pursuant to this Agreement are delayed or suspended for more than ninety (90) days for reasons beyond Parametrix’s control; (b) Parametrix, upon seven (7) days’ written notice if Parametrix believes that Client is requesting it to furnish or perform services contrary to Parametrix’s responsibilities as a licensed professional.
- 5.3 For Convenience. Either Party may terminate this Agreement including any current Task Authorization for any reason, or for no reason, upon thirty (30) days’ written notice to the non-terminating Party.
- 5.4 Payment Upon Termination. On termination, Client shall pay Parametrix for all authorized work performed up to the termination date plus termination expenses, including, but not limited to, costs related to the reassignment of personnel, subcontract termination costs, and related closeout costs.

6. Cost Opinions

Any cost opinions or economic evaluations provided by Parametrix will be on a basis of experience and judgment, but, since Parametrix has no control over market conditions,

including cost of labor, materials, equipment, or services furnished by others, or bidding procedures, Parametrix does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions. Client waives any claim for the accuracy or inaccuracy of such opinions.

7. Limitation of Remedies

Except as otherwise provided in Section 9 of this Agreement and except with respect to breaches by Client of its covenants in Section 1 of this Agreement, but notwithstanding any other provisions of this Agreement, each Party's cumulative liability to the other Party, whether in tort or in contract, for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement will not exceed the compensation received by Parametrix under this Agreement or \$50,000, whichever is greater. As used in this paragraph, when referring to Parametrix as a liable Party, Parametrix includes Parametrix and its Directors, Officers, Employees or Agents.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Parametrix, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

8. Indemnification

8.1 By Parametrix. Subject to Section 7, Parametrix shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Parametrix or its officers, directors, employees, and consultants.

8.2 By Client. Subject to Section 7, Client shall indemnify and hold harmless Parametrix, Parametrix's officers, directors, partners, employees, and any individuals or entities that have a contract with Parametrix to furnish services with respect to the Project from and against any and all costs, losses, and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by breaches of this Agreement by Client or its officers, directors, employees, and consultants.

9. Hazardous Substances and Pathogens

9.1 Upon execution of a Task Authorization Client will disclose to Parametrix all data available to Client concerning the known or suspected presence of chemicals and/or chemical categories, as defined by the most current listing, 40 CFR 372 Subpart D – Specific Toxic Chemical Listings, at the Project site, including radioactive materials (a "Hazardous Substance") in connection with the Services or has represented to Parametrix that, to the best of Client's knowledge after

due inquiry, Hazardous Substances, viruses, diseases, or any other pathogens do not exist at or near the Project site.

9.2 Notwithstanding any other provision contained in this Agreement and to the maximum extent permitted by law, Client shall indemnify and defend Parametrix and its officers, employees, subconsultants, and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorneys' fees arising out of or relating to the presence, discharge, release, or escape of Hazardous Substances viruses, diseases, or pathogens on or from the Project site.

10. Insurance

Parametrix shall maintain public liability and property damage insurance that shall protect Parametrix from personal injury or property damage claims arising from its negligent acts or omissions in the performance of the Services under this Agreement. The limits of liability for such insurance shall be at least \$1,000,000 combined single limit.

11. Confidentiality

11.1 Definition of Confidential Information. "Confidential Information" means all nonpublic information, in whatever form (including without limitation orally disclosed information), that either Party to this Agreement (each a "Disclosing Party") designates as confidential at the time of disclosure to the Party that receives such information (each a "Receiving Party") or that, based on the nature of the information or circumstances surrounding its disclosure by or on behalf of Disclosing Party, Receiving Party should in good faith treat as confidential. Confidential Information includes without limitation, practices, procedures, specifications, drawings, sketches, models, samples, data, plans, computer programs, records, documentation, or other technical or business information. Except as otherwise indicated, the term "Receiving Party" also includes all affiliates of the Receiving Party. If information is disclosed in intangible form without being designated as confidential, Disclosing Party may still designate it as confidential by providing Receiving Party with written notice stating that designation and providing Receiving Party with a written summary of the confidential information, within twenty (20) days of initial disclosure.

11.2 Exclusion. Confidential Information does not include information that Receiving Party can document: (a) was generally known to the public at the time it was disclosed by Disclosing Party; (b) became generally known to the public other than through a breach of this Agreement by Receiving Party after the time of disclosure to Receiving Party by Disclosing Party; or (c) was independently developed by Receiving Party without reference to or use of Confidential Information.

11.3 Receiving Party Obligations. Receiving Party will not use or disclose any Confidential Information except in furtherance of the parties' mutually agreed business relationship. Receiving Party will not disclose, give access to, or distribute any Confidential Information to any third party, except upon Disclosing Party's prior, written authorization. Receiving Party will take reasonable security precautions to keep Confidential Information confidential, which precautions shall be at least as protective as the precautions Receiving Party takes to preserve its own Confidential Information of a similar nature.

12. Ownership

12.1 Work Deliverables. "Work Deliverables" shall mean the final plans, designs, reports, and/or other documents prepared by Parametrix for delivery or presentation to Client as called for in Exhibit A (the Scope of Work). All Work Deliverables produced by Parametrix for or at the direction of Client hereunder shall be the property of Client and, to the extent subject to copyright protection, shall be deemed "work for hire" as such term is defined under U.S. copyright law; provided, however that (a)

Parametrix may retain copies of all such Work Deliverables in accordance with Section 14 of this Agreement, and (b) Client irrevocably grants Parametrix a world-wide, perpetual, non-exclusive license to use, reproduce, create derivative works from, and distribute or have distributed to or by third parties, the Work Deliverables.

12.2 Project Documents. All Project Documents shall be the sole property of Parametrix. "**Project Documents**" shall mean all studies, reports, evaluations, designs, drawings, procedures, field data, notes, specifications, plans, and all other documentation, including all documents on electronic media that are produced or acquired by Parametrix for or at the direction of Client pursuant to this Agreement, other than Work Deliverables.

13. Electronic Files and Data

Subject to the provisions of Section 11, Parametrix will provide certain information, including drawings and other electronic format data files, to Client for Client's use and reference. However, Parametrix is neither accountable nor responsible for the validity of data contained on electronic files once surrendered to Client. Parametrix does not warrant the accuracy of the content as contained in the electronic file(s) against computer viruses, unauthorized revisions to the files, or any other alterations or data destruction to the file(s). Parametrix shall not have any liability for Client use of any electronic form file(s) or its content, including without limitation, any transmittal of bugs, viruses, or other destructive or harmful programs, scripts, applets, or files to the computers or networks of Client. Parametrix's preparation of a transfer copy of electronic data will be made or completed through reproduction from the file retained and archived at the offices of Parametrix. Client acknowledges that the content of the transfer copy may not be an exact and virus-free copy of the master file. Client acknowledges and agrees that Client shall be solely responsible for inspection and testing of the electronic file(s) provided by Parametrix to verify the content is free from bugs, viruses, or other destructive or harmful programs, scripts, applets, or files, before accessing or using. The original files containing the information and data maintained at Parametrix shall be considered Confidential Information under the terms of Section 11.

14. Document Retention

14.1 Work Deliverables. Work Deliverables are the property of Client and will be delivered to Client at Client's request. Notwithstanding the foregoing, Client acknowledges and agrees that unless Client specifically requests that such documents be delivered, all Work Deliverables left in Parametrix's possession after ten (10) years following the completion of the Project, regardless of whether this Agreement may still be in effect, may be retained or destroyed by Parametrix in its sole discretion.

14.2 Project Documents. All Project Documents may be retained or destroyed by Parametrix in its sole discretion.

15. Compliance with Laws

Parametrix will: (a) comply with federal, state and local laws, ordinances, regulations, and orders as in effect as of the Execution Date with respect to its performance of the Services pursuant to this Agreement, (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to Parametrix's business as the same shall become due, and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts,

unemployment insurance acts, and other employee benefit acts when due.

16. Notice of Lien

16.1 If Client is the Owner. If Client is the owner of the property on which the Services are to be performed, by signing this Agreement, Client is on notice and acknowledges Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services if Client fails to pay all sums owed to Parametrix under this Agreement.

16.2 If Client is not the Owner. If Client is not the owner of the property on which the Services are to be performed, Client shall put the owner on notice of Parametrix's right to claim a lien against the improvement called for by this Agreement for the cost of the Services.

17. Independent Contractor

Parametrix shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of Client, its parent or affiliates, if any. All persons furnished, used, retained, or hired by or on behalf of Parametrix shall be considered to be solely the employees, personnel, or contractors of Parametrix, and Parametrix at all times shall maintain such supervision and control over its employees, personnel, and contractors as is necessary to preserve its independent contractor status. Parametrix shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.

18. Dispute Resolution

All disputes arising between the Parties relating to the making or performance of the Services shall be resolved in the following order of preference:

- (A) By good faith negotiation between representatives of Parametrix and Client who have authority to resolve the dispute fully and finally. The existence and substance of any negotiations pursuant to this Section shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (B) In the event that the negotiations provided by Section 18(A) fail to resolve the dispute, the Parties shall endeavor to resolve the dispute by non-binding mediation under the Commercial Mediation rules of the American Arbitration Association ("**AAA**") using a neutral mediator mutually acceptable to the Parties and with the costs therefore shared equally. All proceedings pursuant to this Section 18(B) shall be considered Confidential Information under this Agreement, shall be treated as compromise and settlement negotiations for purposes of Federal Rule of Evidence 408 and any comparable provision, and shall not be used by any Party in any court, agency, or tribunal in any country for any reason.
- (C) In the event that the mediation provided by Section 18(B) fails to resolve the dispute, the dispute shall be resolved pursuant to Section 19.1.
- (D) Notwithstanding anything to the contrary contained in this Section, the Parties reserve the right to seek equitable remedies with respect to the enforcement of any provision of this Agreement.

19. General Provisions

19.1 Governing Law; Venue; Attorneys' Fees. This Agreement will be governed by the laws of the state of Washington, excluding conflict of laws provisions. Exclusive jurisdiction and venue

will lie with the state and federal courts sitting in Pierce County, Washington, and each of the parties hereby irrevocably consents to such jurisdiction. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the primarily prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees.

- 19.2 **Notices.** Any notice required under this Agreement shall be in writing, addressed to the appropriate Party at its address on the Summary of Terms, and given personally, or by registered or certified mail, postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. The addresses, phone numbers, facsimile numbers, and email addresses for the Parties provided in the Summary of Terms may be changed by means of a written notice given to the other Party.
- 19.3 **Assignment.** Neither Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement to an Affiliate without the other Party's prior written consent. If such an attempted assignment occurs, the nonassigning Party will have the right to terminate this Agreement upon written notice to the assigning Party. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assignees to the extent permitted by this Section. "**Affiliate**" means, with respect to any legally recognizable entity, any other such entity directly or indirectly controlling, controlled by, or under common control with such entity.
- 19.4 **Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than Client and Parametrix and has no third party beneficiaries.
- 19.5 **Survival.** All express representations, covenants, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination (for any reason) for a period of three (3) years, provided, however, that the confidentiality provisions of Section 11 shall survive indefinitely.
- 19.6 **Non-Waiver.** No waiver of any provision of this Agreement will be effective unless it is in writing signed by an authorized executive of the waiving Party and labeled as a "**Waiver,**" and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. Non-enforcement of any provision of this Agreement by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- 19.7 **Severability.** If a court of competent jurisdiction holds any term, covenant, or restriction of this Agreement to be illegal, invalid, or unenforceable, in whole or in part, the remaining terms, covenants, and provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated. If any provision in this Agreement is determined to be unenforceable in equity, then the court making that determination will have the power to reduce or limit such provision, and such provision will be then enforceable in equity in its reduced or limited form.
- 19.8 **Force Majeure.** Neither Party shall be responsible for delays caused by factors beyond the Party's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to

epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the other Party to furnish timely information or approve or disapprove of the Party's services or work product, or delays caused by faulty performance by the other Party or by contractors of any level. When such delays beyond the Party's reasonable control occur, the other Party agrees that the Party shall not be responsible for damages, nor shall the Party be deemed in default of this Agreement.

- 19.9 **Headings.** The headings used in this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the terms hereof.
- 19.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
- 19.11 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications with respect to that subject matter.

20. Exhibits and Schedules

The following exhibits and schedules are hereby made a part of this Agreement:

Exhibit A – Scope of Work

Exhibit B – Schedule for Work Completion

Exhibit C – Schedule of Compensation

Exhibit D – Other Terms

Exhibit E – Sample Task Authorization

Signature Page – Professional Services Task Authorization Agreement

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Execution Date referred to in the Summary of Terms.

CLIENT

PARAMETRIX CONSULT., INC.

By: _____

By:  _____
Signed by:
87FFCE48019C49A...

Name: _____
(Please Print)

Name: Michael Oldroyd _____
(Please Print)

Title: _____

Title: UT Transportation Division Manager _____

Date: _____

Date: 1/16/2025 _____

Exhibit A – Scope of Work

Occasional Transportation Consulting Services in Task Authorizations of the form attached hereto as Exhibit E.

Exhibit B – Schedule for Work Completion

Compensation and Method of Payment will be stipulated in Task Authorizations.

Exhibit C – Schedule of Compensation

Schedules shall be stipulated in Task Authorizations.

Exhibit D – Other Terms

Scope, Budget, and Schedule shall be established by mutual agreement for each Task Authorization. References in the TERMS AND CONDITIONS to the work or the Project shall be interpreted to mean the Scopes and Projects contemplated in Task Authorizations.

Exhibit E – Sample Task Authorization

TASK AUTHORIZATION NO. XX

PARAMETRIX CONSULT., INC.:
Office Address: **9815 S Monroe Street, Suite 410, Sandy, UT 84070**
Project Number:
Project Manager:

TASK AUTHORIZATION NAME:

CLIENT:

SCOPE OF WORK:

SCHEDULE FOR COMPENSATION (check one):		<small>[See Section 2.1 of the Terms and Conditions for Description.]</small>	
<input type="checkbox"/> Lump Sum	Lump Sum Amount:		\$
<input type="checkbox"/> Negotiated Billing Rates	Total Compensation Amount:		\$
<input type="checkbox"/> Salary Multiplier _____	Total Compensation Amount:		\$
<input type="checkbox"/> Other: <u>time and materials not to exceed</u>	Total Compensation Amount:		\$

SCHEDULE FOR WORK COMPLETION:

OTHER REQUIREMENTS:

This Task Authorization is subject to the terms of the PROFESSIONAL SERVICES TASK AUTHORIZATION AGREEMENT between the CLIENT and Parametrix Consult., Inc. which became effective _____

For Client

By: _____

Title: _____

Date: _____

For Parametrix Consult., Inc.

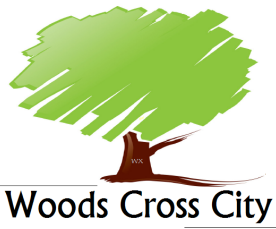
By: _____

Title: _____

Date: _____

Action Items

Discussion Items



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

Sam Christiansen
Public Works Director

1555 South 800 West Woods Cross, Utah 84087
Phone: 801-292-4421 Fax: 801-292-2225

Memorandum

DATE: February 28, 2025

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director
Brian Passey, Finance Director

SUBJECT: Water Storm Water Capital Improvements Projects and Rate Discussion

Discussion

Staff is seeking direction from the council in preparation for the water and storm water utility rate public hearing and possible rate increases at the March 18th city council meeting. While the storm water rate increase is recommended to follow the 2024 rate study 5-year plan with a 25% increase from \$6.00 to \$7.50 per ERU (Equivalent Residential Unit), the water department has some immediate needs that were not anticipated in the capital improvement plan and rate study. Staff needs to learn if the council is willing to obtain a loan for one or more of the projects noted below. The size of that loan will determine what water rates the council will need to consider at the March 18th meeting.

Budget

1100 W Water Line - The water fund does not have an adequate fund balance at this time to pay the estimated \$1.3 million for the 1100 W water line project from 2150 S to 2600 S. The waterline needs to be installed during the 2025-26 winter season so that the road construction can start before May of 2026. If we don't meet that timetable, we will forfeit the grant money for the 1100 road project. The road could be rebuilt over the two old water lines, however, due to the age of the pipe and number of leaks that we have experienced in the past, we will be digging holes in a new road in a matter of time. Staff needs to confirm if the council wants to move forward with the water line replacement, and if so, obtain a loan for approximately **\$1.3 million** to pay for the project?

Well #3 – As one of three functional wells, well #3 is inoperable at the present time due to issues noted below. Staff needs to confirm if the council wants to proceed with the project immediately, and if so, obtain a loan for approximately **\$2.5 million** to pay for the project?

Reservoir Replacement – An existing 500,000 gallon concrete reservoir is leaking and out of service. It is not critical to our immediate needs, however, if development picks up, a replacement will be needed to meet fire flow and culinary water requirements. The staff needs

confirm if the council wants to include the approximate **\$4 million** dollars in a loan with the projects above or wait until a future date?

Background

Since water and stormwater rates were adjusted in January 2024, as part of the rate study, a 5-year plan was put together for incrementally raising rates to meet future project expenses and stabilize the fund balances. Over the past year, both funds have made progress, but the water department has experienced an unexpected well failure.

Well 3 is offline because it started producing sand and plugging the prefilters at the treatment plant. The pump was pulled, and a contractor inspected the well. They found holes and cracks in the well casing, causing excessive sand to be pumped into the raw waterline that feeds the treatment plant. Well 3 was initially drilled in 1971.

The repairs needed to put Well 3 back into service were unexpected and not included in the capital improvement plan used in the rate study. The urgency of repairing this well is high. We can meet the city's needs with the two wells that are operating however, if another well goes down, we cannot meet the water demand without imposing restrictions or purchasing water from the Weber Basin well.

2025 Updated Capital Improvement Plan

Fiscal Year	Road	Description	Exist type	Age	Leaks	New Size	Length Ft	Cost/LF	Project total in 2024 dollars	FY Total
2026	1100 W	2600 S to 2150 S	6" CI	1963	3	12"	1300	Per Est	\$1,260,000.00	\$1,510,000.00
	Treatment Plant	GAC Replacement and Vessel Repair						Per Est	\$250,000.00	
?	Well 3	Well 3 Replacement (Drill, new well house)							1.5-2-2.5Million	\$2,500,000.00
2027	1500 S	830 W to 934 W	10" CI	1950s	2	16"	1000	\$280.92	\$280,920.00	\$618,024.00
	1500 S	934 W to 1070 W	10" CI	1950s	2	16"	1200	\$280.92	\$337,104.00	
?		Reservoir Replacement (1500 S reservoir #1 not in service, Leaks)	.5 Million	1950s	1	1.5 Million			\$4,000,000.00	\$4,000,000.00
2028	700 W	700 W and 720 W Horseshoe	6" CI	1960s	1	8"	1800	\$203.57	\$366,426.00	\$616,426.00
	SCADA	SCADA system Replcement		1990					\$250,000.00	
2029	1300 S	675 W to 800 W	6" CI	1970s		8"	1000	\$203.57	\$203,570.00	\$407,140.00
	1400 S	675 w to 800 W	6" CI	1970s	1	8"	1000	\$203.57	\$203,570.00	
2030	1100 S	675 W to 800 W	6" CI	1970s		8"	1100	\$203.57	\$223,927.00	\$473,927.00
	Treatment Plant	GAC replacement						Per Est	\$250,000.00	
2031	WX Elem & 760 W	Woods Cross Elementary	6" DI	1970s	1	8"	1200	\$203.57	\$244,284.00	\$437,675.50
	440 W	440 W and 1875 S	6/12 CI	1960s		8"	950	\$203.57	\$193,391.50	
2032	1500 S	300 W to 500 W	6/16" CI	1930/1950s		16"	1100	\$280.92	\$309,012.00	\$309,012.00
2033	1900 S	Sorrento to 800 W	4/6" CI	1950s		8"	1100	\$203.57	\$223,927.00	\$223,927.00
2034	500 W	1500 S to 800 S	8 or 6" CI	1967		12"	2400	\$254.86	\$611,658.00	\$611,658.00
2035	Treatment Plant	GAC replacement						Per Est	\$275,000.00	\$621,069.00
	875 W	1175 S to 1500 S	6" DI	1977	6	8"	1700	\$203.57	\$346,069.00	
2036	1900 S	800 W to Sorrento	6/4" CI	1965	1	8"	1100	\$203.57	\$223,927.00	\$468,211.00
	1935 S	800 W 925 W	6" CI	1979	3	8"	1200	\$203.57	\$244,284.00	
2037	1500 S	200 W to 500 W	6/16" CI	1930/1950s	5	16"	1100	\$280.92	\$309,012.00	\$309,012.00

2024 Rate Study Original Capital Improvement Plan

Fiscal Year	Road	Description	Exist type	Age	Leaks	New Size	Length Ft	Cost/LF	Project total in 2022 dollars	FY Total
2026	1100 W	2600 S to 2150 S	6" CI	1963	3	12"	1300	Per Est	\$1,260,000.00	
	Treatment Plant	GAC Replacement and Vessel Repair						Per Est	\$250,000.00	\$1,510,000.00
2027	1500 S	830 W to 934 W	10" CI	1950s	2	16"	1000	\$280.92	\$280,920.00	
	1500 S	934 W to 1070 W	10" CI	1950s	2	16"	1200	\$280.92	\$337,104.00	\$618,024.00
2028		Reservoir Replacement (1500 S reservoir #1 not in service, Leaks)	1 Million	1950s	1	2 Million				\$3,800,000.00
	700 W	700 W and 720 W Horseshoe	6" CI	1960s	1	8"	1800	\$203.57	\$366,426.00	\$366,426.00
2029	1300 S	675 W to 800 W	6" CI	1970s		8"	1000	\$203.57	\$203,570.00	
	1400 S	675 w to 800 W	6" CI	1970s	1	8"	1000	\$203.57	\$203,570.00	\$407,140.00
2030	1100 S	675 W to 800 W	6" CI	1970s		8"	1100	\$203.57	\$223,927.00	\$223,927.00
	Treatment Plant	GAC replacement						Per Est	\$250,000.00	
2031	WX Elem & 760 W	Woods Cross Elementary	6" DI	1970s	1	8"	1200	\$203.57	\$244,284.00	
	440 W	440 W and 1875 S	6/12 CI	1960s		8"	950	\$203.57	\$193,391.50	\$437,675.50
2032	1500 S	300 W to 500 W	6/16" CI	1930/1950s		16"	1100	\$280.92	\$309,012.00	\$309,012.00
2033	1900 S	Sorrento to 800 W	4/6" CI	1950s		8"	1100	\$203.57	\$223,927.00	\$223,927.00
2034	500 W	1500 S to 800 S	8 or 6" CI	1967		12"	2400	\$254.86	\$611,658.00	\$611,658.00
2035	875 W	1175 S to 1500 S	6" DI	1977	6	8"	1700	\$203.57	\$346,069.00	\$346,069.00
2036	1900 S	800 W to Sorrento	6/4" CI	1965	1	8"	1100	\$203.57	\$223,927.00	
	1935 S	800 W 925 W	6" CI	1979	3	8"	1200	\$203.57	\$244,284.00	\$468,211.00
2037	1500 S	200 W to 500 W	6/16" CI	1930/1950s	5	16"	1100	\$280.92	\$309,012.00	\$309,012.00

WOODS CROSS WATER & STORM RATE STUDY
STORM CAPITAL IMPROVEMENT PROJECTS

#	YEAR	PROJECT	LOCATION	TOTAL BASE COST	TOTAL CONSTRUCTION YEAR COST	\$ TO EXIST. DEFICIENCIES	\$ TO DEVELOPERS	\$ BEYOND 2033	\$ TO GROWTH
SD-02	2024	Storm Drain Piping	1100 W at Silver Eagle	\$358,644	\$376,576	\$376,576	\$0	\$0	\$0
SD-03	2034	Desilting Basin	A-1/A-2 Drain Confluence	\$301,026	\$514,857	\$0	\$0	\$514,857	\$0
SD-04	2026	Storm Drain Piping	750 S & 950 W	\$408,573	\$472,974	\$354,123	\$0	\$0	\$118,852
	2030			\$408,573	\$574,903	\$430,438	\$0	\$0	\$144,465
SD-05	2031	Storm Drain Piping	850 S & 1100 W	\$781,011	\$1,153,909	\$0	\$969,952	\$0	\$183,956
SD-06	2032	Linear Basin and piping of A-2 Drain	1450 W & 850 S	\$750,090	\$1,163,636	\$0	\$1,039,644	\$0	\$123,991
SD-07	2025	Detention Basin - Underground	500 S & Redwood	\$343,068	\$378,232	\$0	\$318,893	\$0	\$59,340
	2027			\$343,068	\$417,001	\$0	\$351,579	\$0	\$65,422
SD-09	2034	Piping of A-1 Drain	1900 S at Redwood	\$339,374	\$580,445	\$0	\$0	\$580,445	\$0
SD-10	2034	Storm Drain Piping	Redwood & 2245 S	\$386,100	\$660,362	\$0	\$0	\$660,362	\$0
SD-11	2034	Storm Drain Piping	Redwood & 1900 S	\$448,800	\$767,600	\$0	\$0	\$767,600	\$0
SD-12	2025	Linear Basin and piping of A-1 Drain	A-1 Drain & 900 S	\$233,030	\$256,915	\$0	\$231,223	\$0	\$25,692
	2026			\$233,030	\$269,761	\$0	\$242,785	\$0	\$26,976
	2027			\$233,030	\$283,249	\$0	\$254,924	\$0	\$28,325
	2028			\$233,030	\$297,411	\$0	\$267,670	\$0	\$29,741
	2029			\$233,030	\$312,282	\$0	\$281,054	\$0	\$31,228
	2030			\$233,030	\$327,896	\$0	\$295,106	\$0	\$32,790
	2031			\$233,030	\$344,291	\$0	\$309,862	\$0	\$34,429
	2032			\$233,030	\$361,505	\$0	\$325,355	\$0	\$36,151
SD-13	2025	Linear Basin and piping of A-1 Drain	A-1 Drain & 400 S	\$54,731	\$60,340	\$0	\$54,306	\$0	\$6,034
	2026			\$54,731	\$63,357	\$0	\$57,022	\$0	\$6,336
	2027			\$54,731	\$66,525	\$0	\$59,873	\$0	\$6,652
	2028			\$54,731	\$69,852	\$0	\$62,866	\$0	\$6,985
	2029			\$54,731	\$73,344	\$0	\$66,010	\$0	\$7,334
	2030			\$54,731	\$77,011	\$0	\$69,310	\$0	\$7,701
	2031			\$54,731	\$80,862	\$0	\$72,776	\$0	\$8,086
	2032			\$54,731	\$84,905	\$0	\$76,415	\$0	\$8,490
SD-14	2025	Linear Basin and piping of A-1 Drain	A-1 Drain & 300 S	\$163,449	\$180,203	\$0	\$162,182	\$0	\$18,020
	2026			\$163,449	\$189,213	\$0	\$170,291	\$0	\$18,921
	2027			\$163,449	\$198,673	\$0	\$178,806	\$0	\$19,867
	2028			\$163,449	\$208,607	\$0	\$187,746	\$0	\$20,861

#	YEAR	PROJECT	LOCATION	TOTAL BASE COST	TOTAL CONSTRUCTION YEAR COST	\$ TO EXIST. DEFICIENCIES	\$ TO DEVELOPERS	\$ BEYOND 2033	\$ TO GROWTH
	2029			\$163,449	\$219,037	\$0	\$197,134	\$0	\$21,904
	2030			\$163,449	\$229,989	\$0	\$206,990	\$0	\$22,999
	2031			\$163,449	\$241,489	\$0	\$217,340	\$0	\$24,149
	2032			\$163,449	\$253,563	\$0	\$228,207	\$0	\$25,356
SD-15	2026	Storm Drain Piping	Redwood Extended	\$434,342	\$502,805	\$227,217	\$0	\$0	\$275,588
	2027			\$434,342	\$527,945	\$238,578	\$0	\$0	\$289,367
	2029			\$434,342	\$582,059	\$263,032	\$0	\$0	\$319,028
	2033			\$241,103	\$392,731	\$0	\$0	\$392,731	\$0
SD-17	2024	A-1 Drain Restrictions	1600 W & 1900 S	\$25,080	\$26,334	\$13,167	\$0	\$0	\$13,167
SD-18	2033	Easement Acquisition	Various Locations along A-1	\$100,320	\$163,411	\$0	\$0	\$163,411	\$0
SD-19	2024	Storm Drain Piping	500 S & 1100 W	\$214,724	\$225,460	\$225,460	\$0	\$0	\$0
SD-20	2025	Storm Drain Piping	1200 S	\$374,670	\$413,074	\$413,074	\$0	\$0	\$0
SD-21	2025	Storm Drain Piping	1300 S	\$374,670	\$413,074	\$413,074	\$0	\$0	\$0
SD-22	2024	Skypark Detention	Skypark Airport	\$329,036	\$345,488	\$345,488	\$0	\$0	\$0
	2025			\$270,544	\$298,275	\$298,275	\$0	\$0	\$0
	2026			\$212,748	\$246,282	\$246,282	\$0	\$0	\$0
-	2026	Repair and Replacement	-	\$115,000	\$133,127	\$133,127	\$0	\$0	\$0
Total Storm CIP				\$12,038,919	\$16,080,840	\$3,977,910	\$6,955,321	\$3,079,406	\$2,068,204

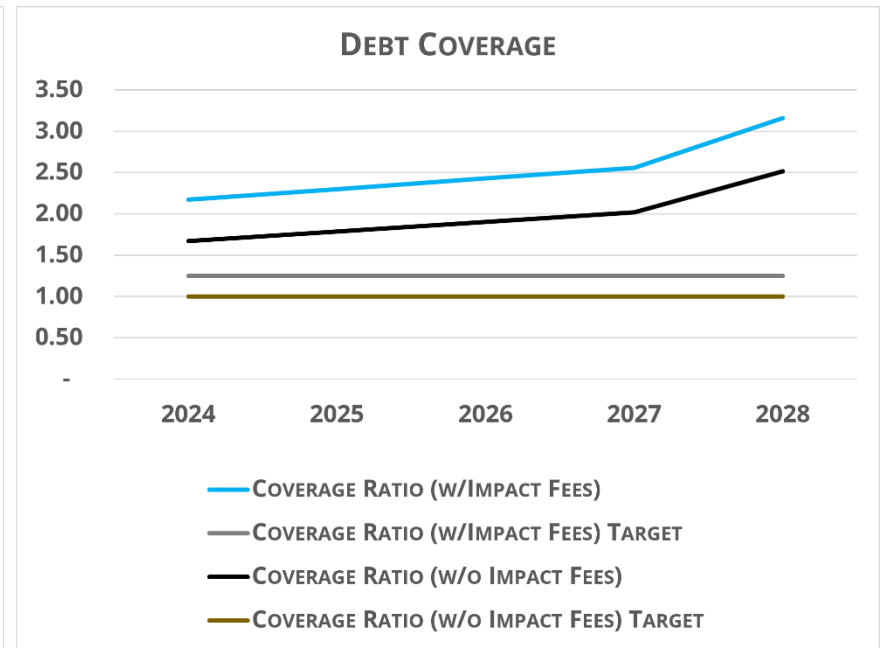
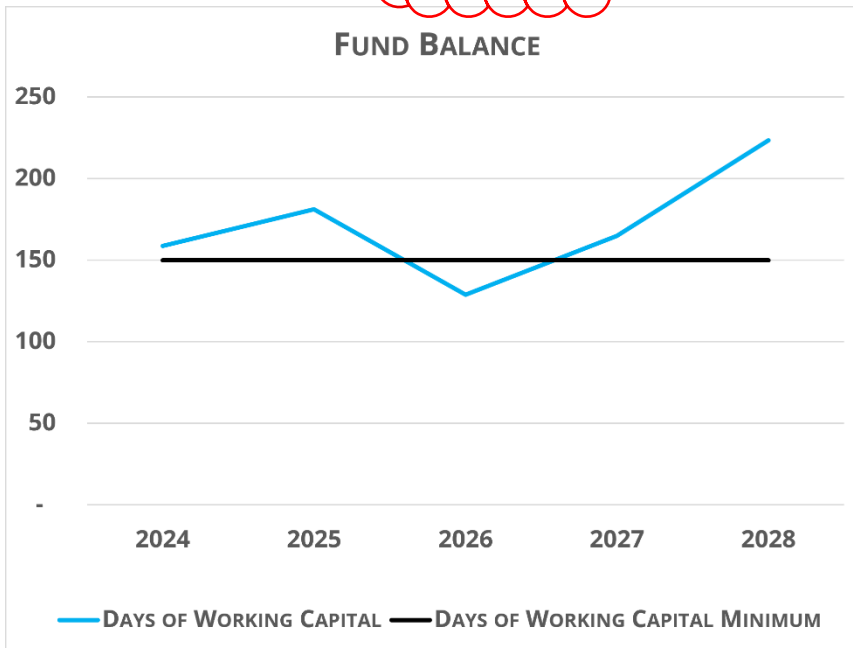
SCENARIO ANALYSIS

January 2024 Rate Study

□ WATER SCENARIO 2 Adopted in January 2024

- REVENUE INCREASE NEEDED TO MAINTAIN SYSTEM SUSTAINABILITY (RATE INCREASE)

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Base Rate Increase	38%	4%	4%	4%	4%
Usage Rate Increase	38%	4%	4%	4%	4%



STORM RATE SCHEDULE

January 2024 Rate Study

FEE PER ERU

	CURRENT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Fee per ERU	\$4.00	\$6.00	\$7.50	\$9.38	\$10.32	\$10.94

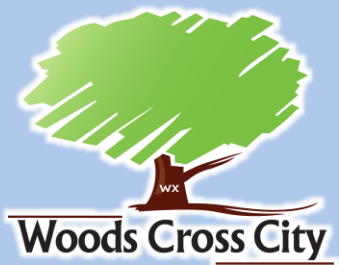
Adopted January
2024

Staff Reports

Public Works Report

Public Works Department Report

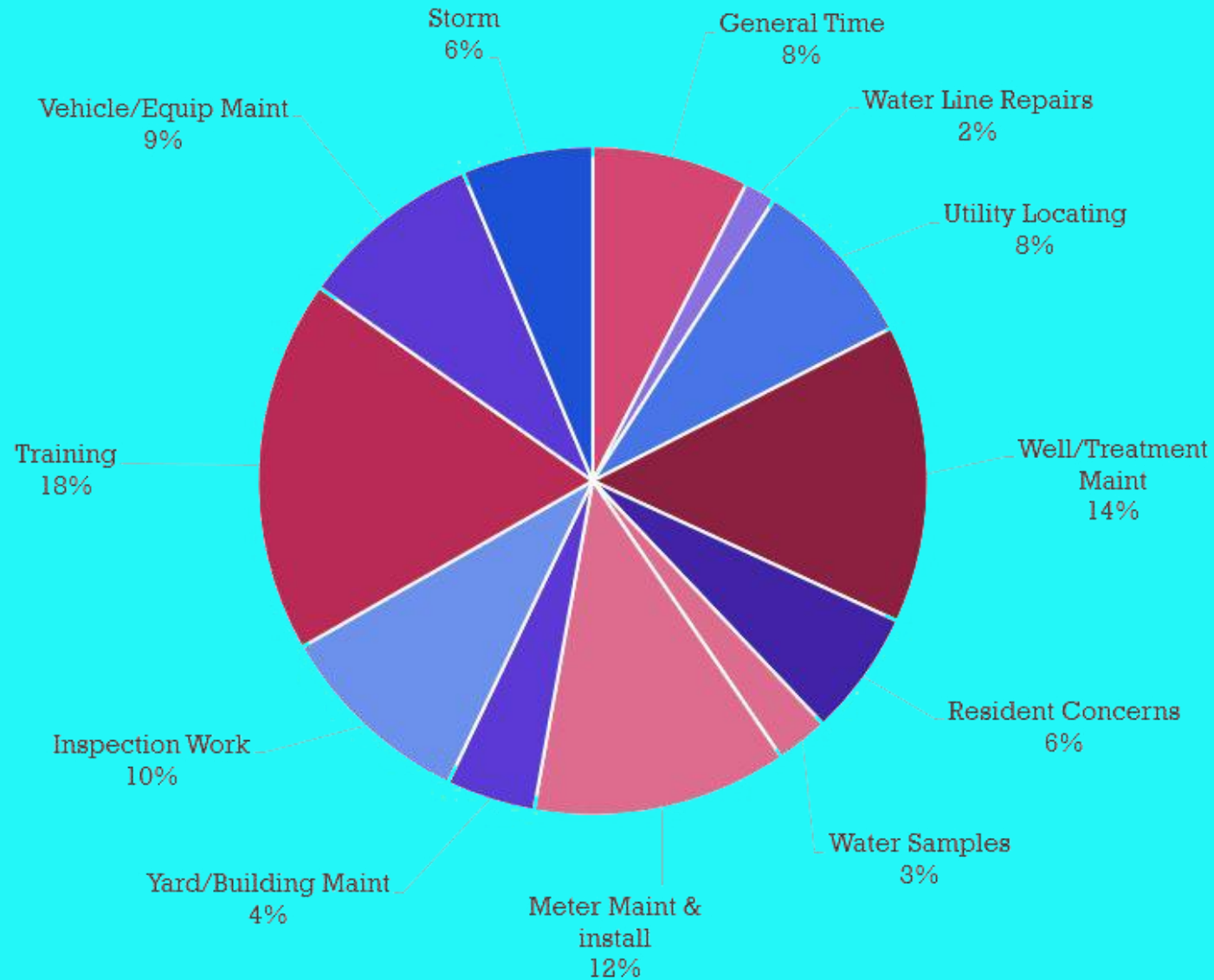
February 27, 2025



Sam Christiansen 



Water February 2025

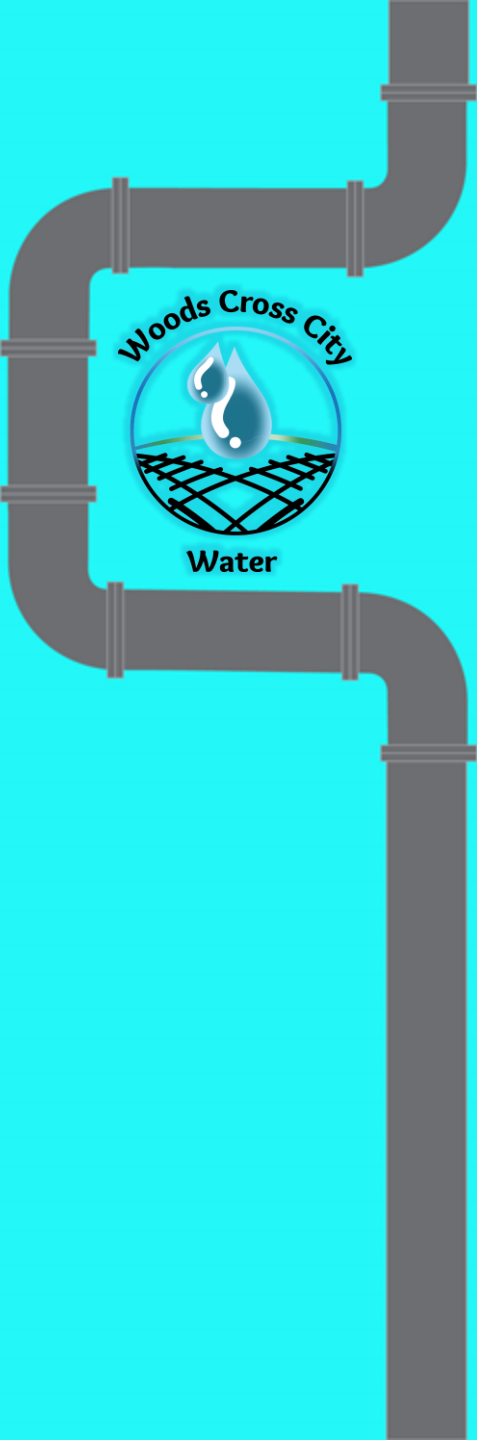
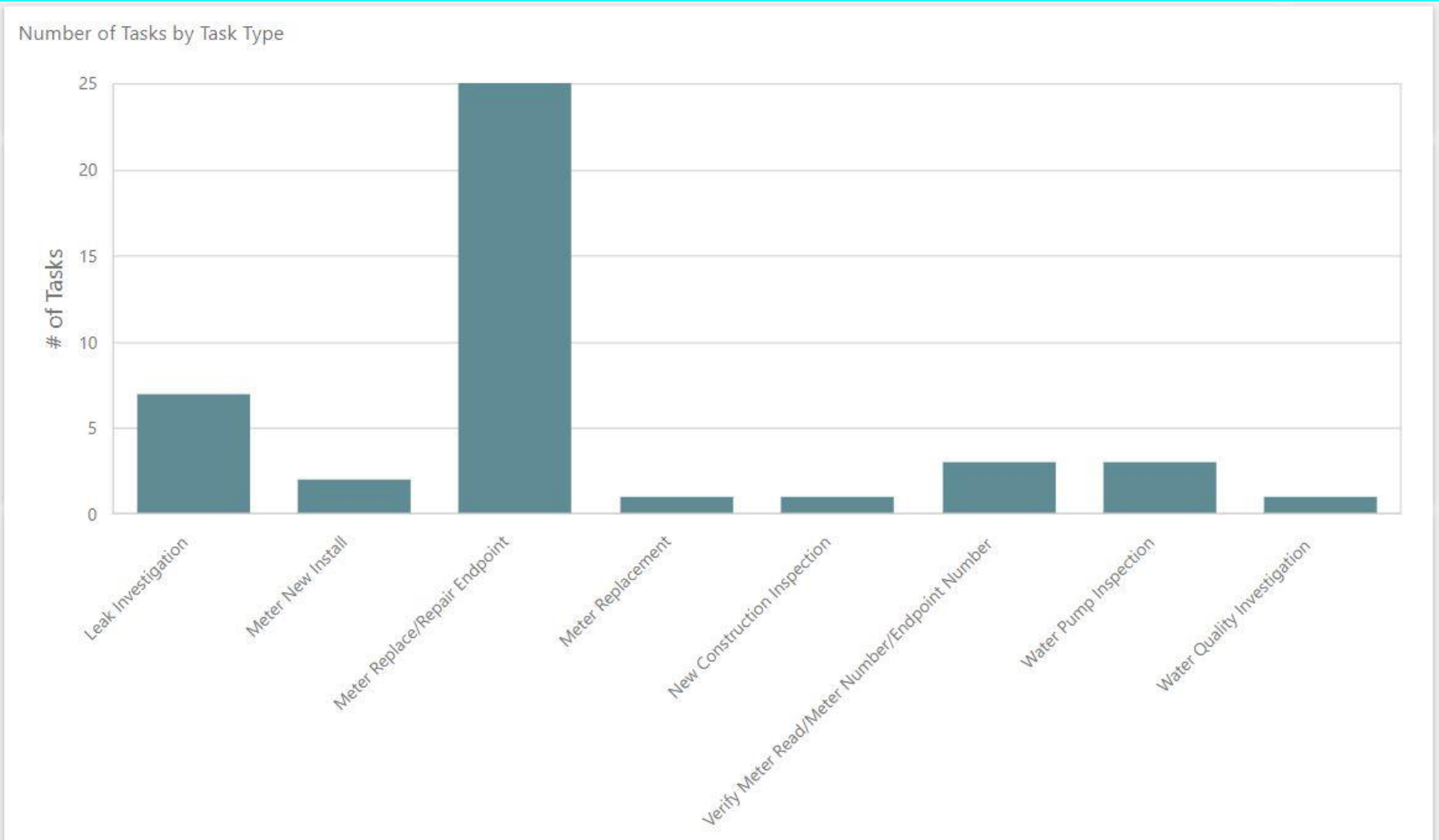


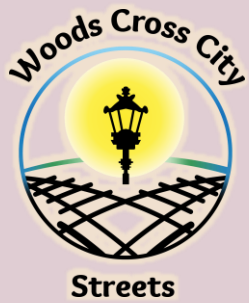
February Water Tasks:

- 15 Bluestakes
- 4 After hours calls
- 0 Water leaks
- Finished surplus
- Treatment plant inspection issues
- 4 SWPPP Inspection sites
- Planning for spring projects
- Jake – Weber Basin classes
- Robert – Rural Water Training
- Treatment plant maintenance

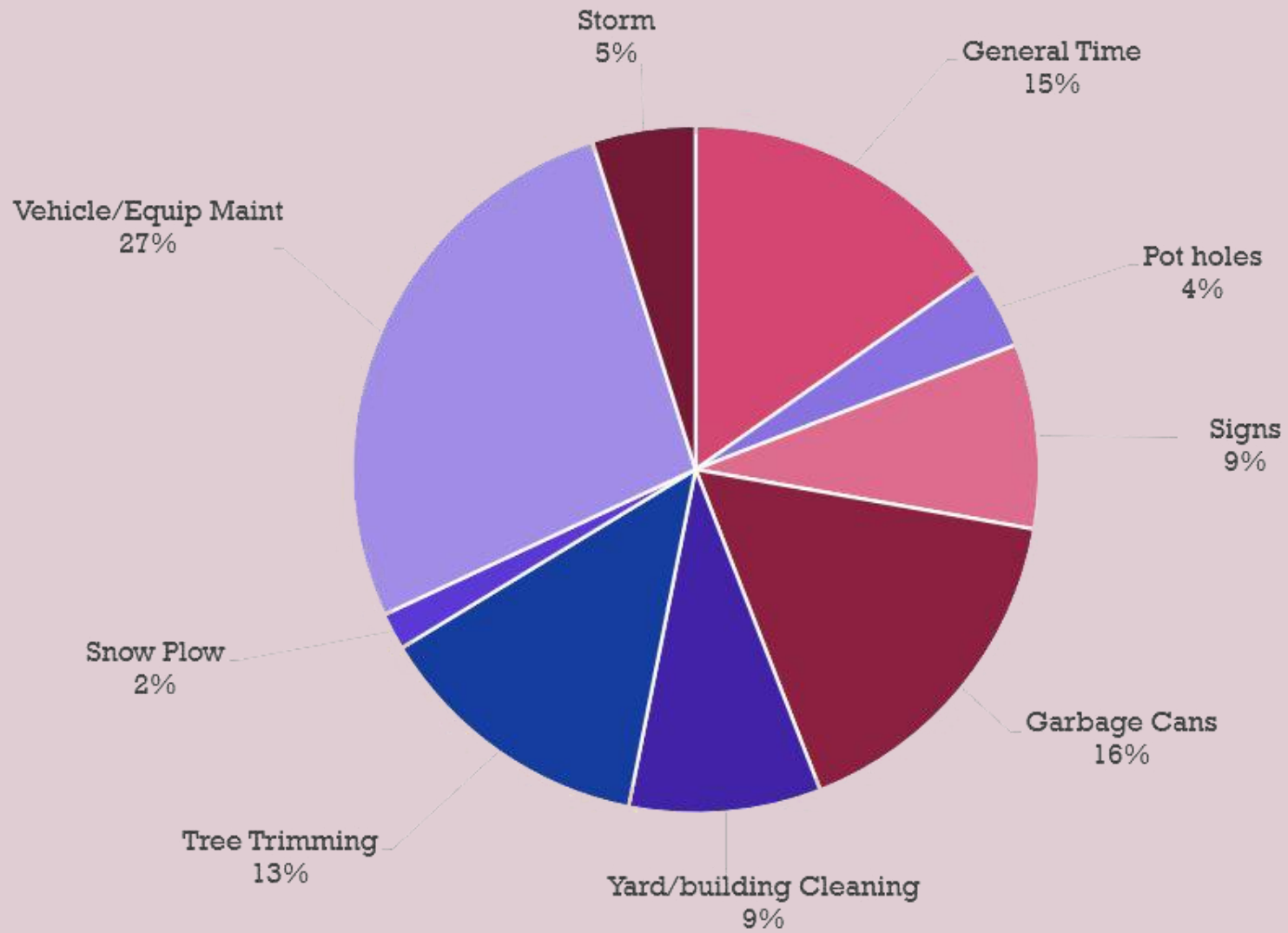


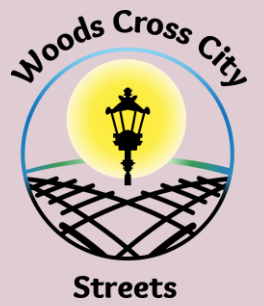
February Water Tasks:





Street February 2025





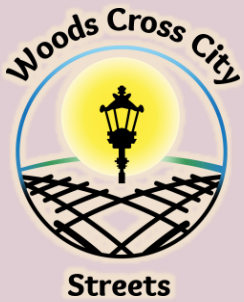
February Streets Tasks:

- Street tree trimming, chipping
- Finished decommissioning old trucks
- Setting up new trucks
- Trailer maintenance
- Surplus inventory
- Yard/building maintenance
- Street sign repair
- Garbage cans
- Potholes

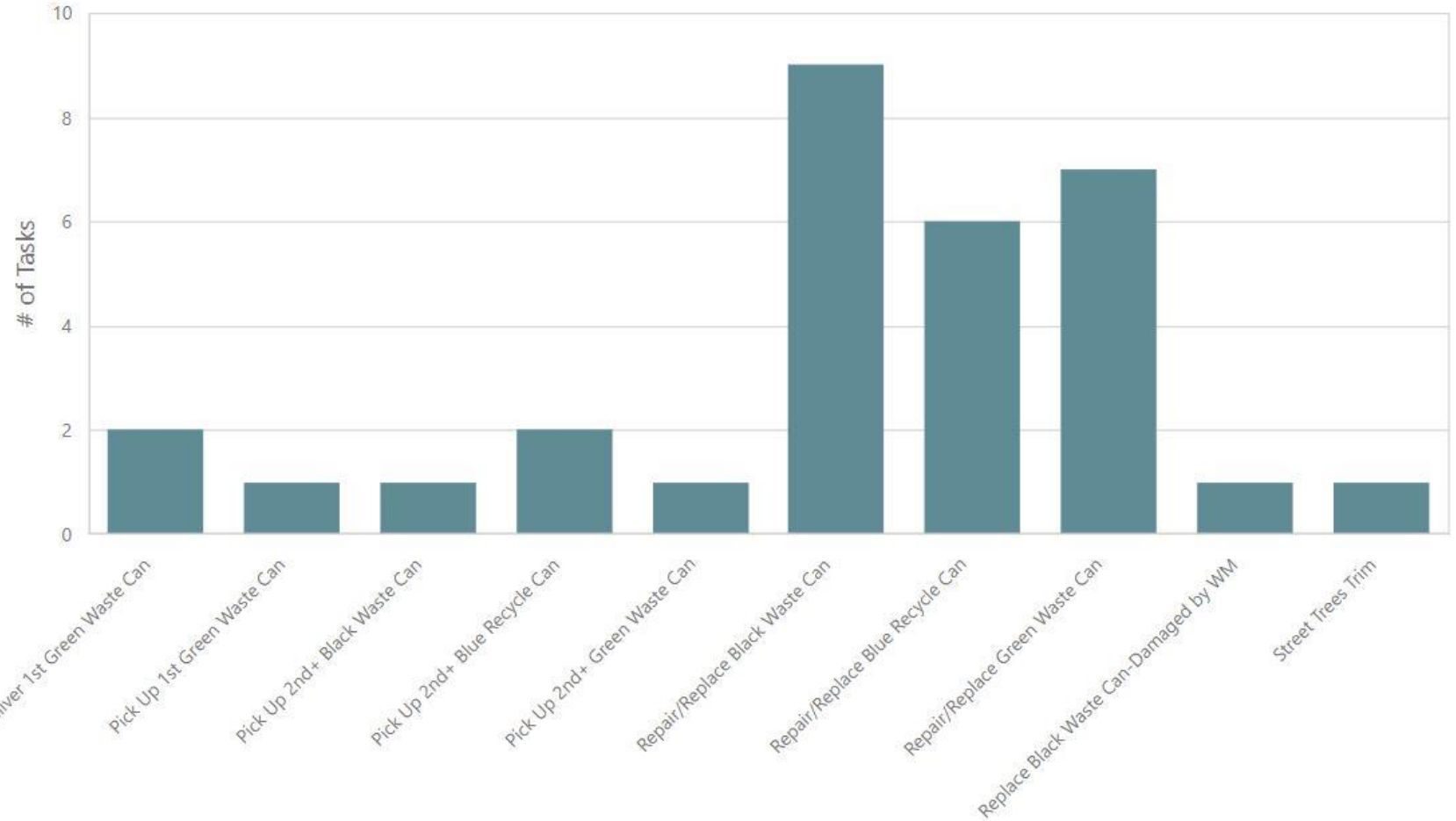




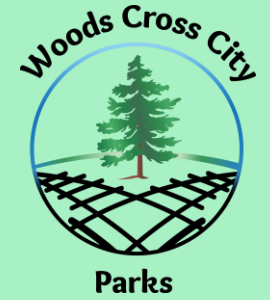
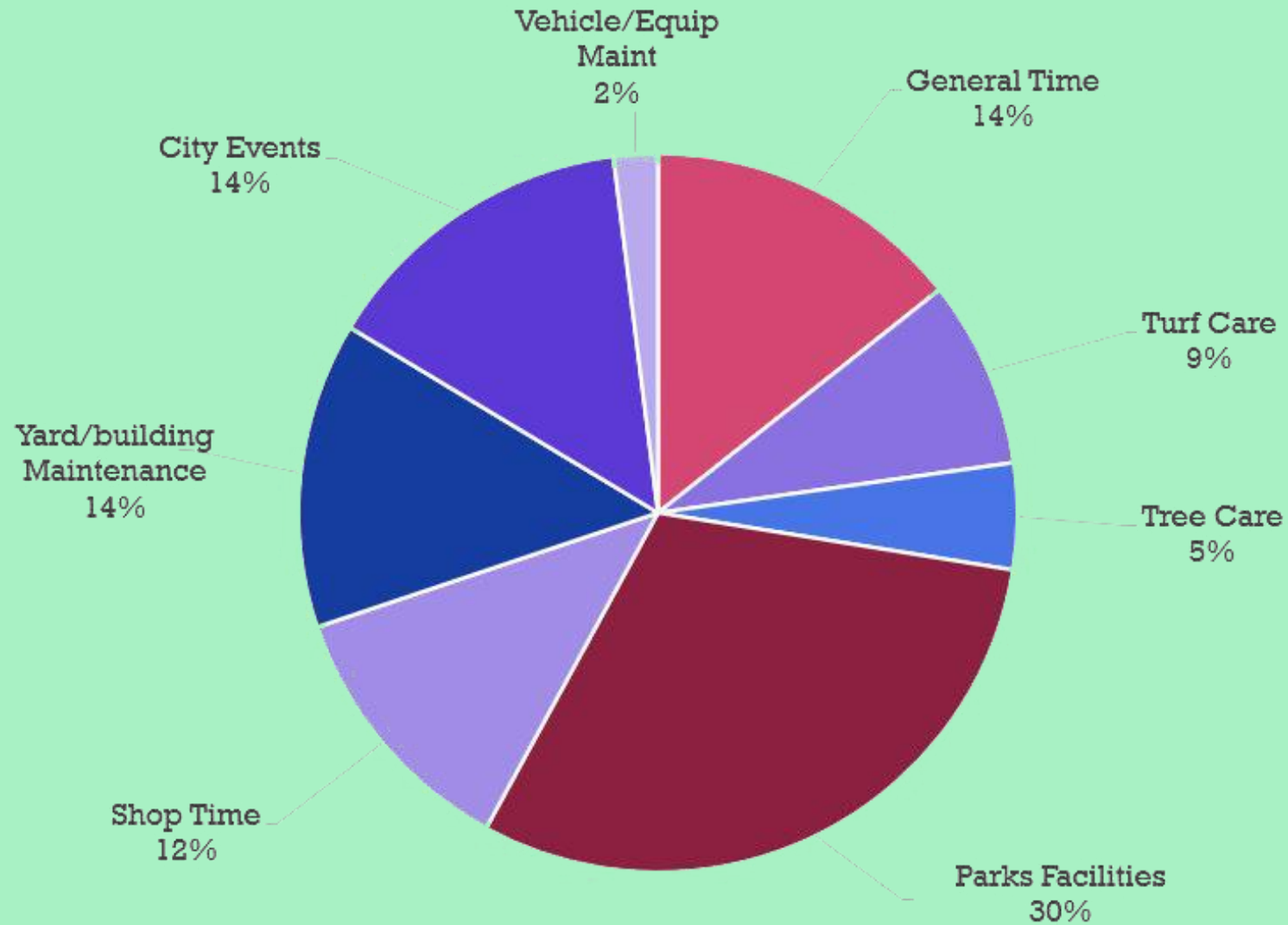
Street February 2025



Number of Tasks by Task Type

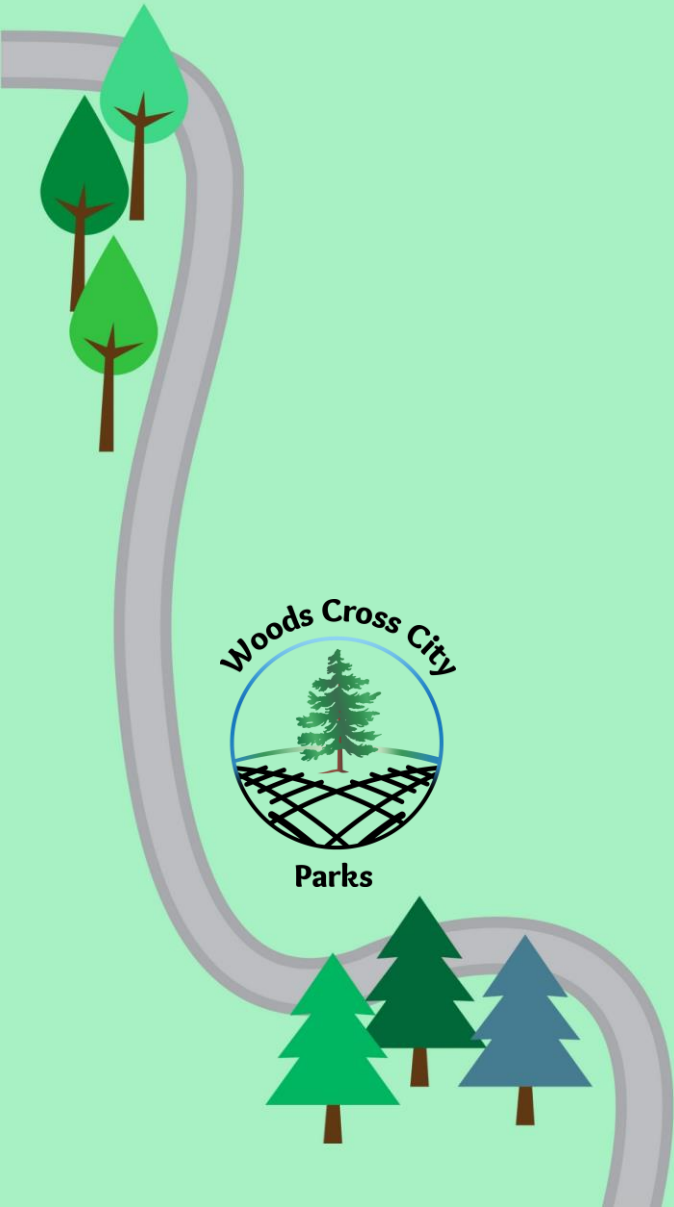


Parks February 2025

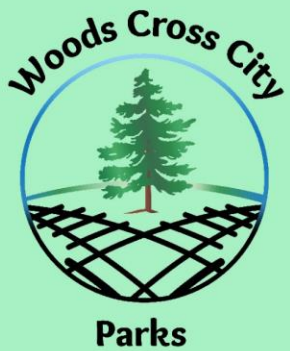
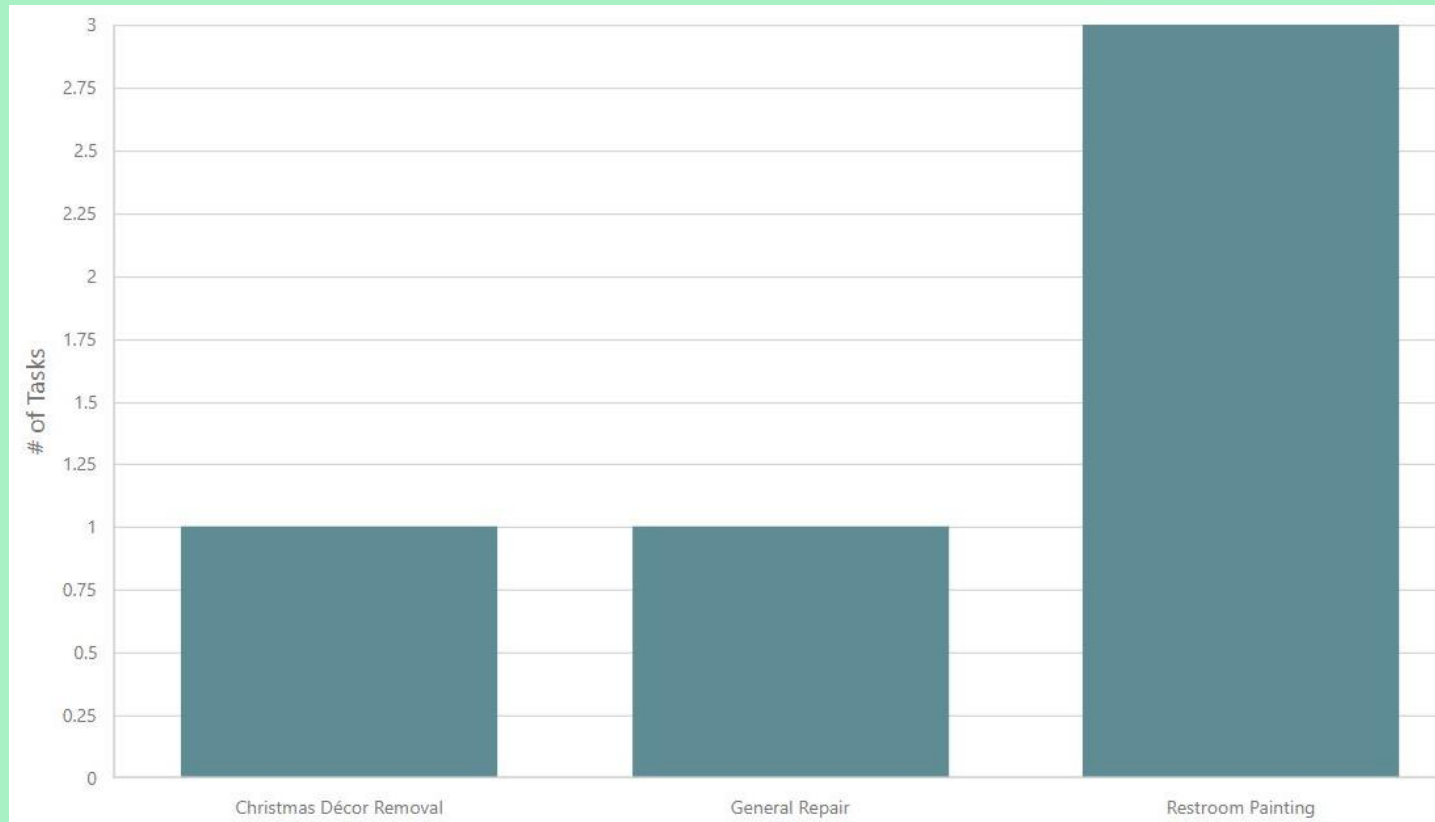


February Parks Tasks:

- Removed and stored all Christmas lights
- Gopher control
- Women's restroom at City Hall repair
- Epoxy floors in Mills restrooms
- Dog Pots & Garbage
- Leaf pickup & trash - 1500 S overpass
- Gopher Mound dragging
- Repair equipment
- Ordered infield dirt
- Limb pick-up
- Chipped street trees
- Created standards for parks
- Created check-off lists
- Picked up trash from parks
- Generator fueling
- Luna property work



February Parks Tasks:



2025 Clean-Up and Drop-Off Dates

Spring Clean-Up April 14-19

Fall Clean-Up October 6-11

2nd Saturday Drop-off Dates:

- March 8
- May 10
- June 14
- July 12
- August 9
- September 13 – Day of Service
- November 8

2025 Chipping Dates

- March 10
- May 12
- June 9
- July 14
- August 11
- September 8
- November 10



In the Works

- West Legacy Trail concerns
 - Davis County has the proposed solution in consideration
 - Hopefully, a spring 2025 decision
- Development Review Committee
- Transportation Master Plan update in process
- CDBG Grant Application for ADA Ramps
- CDBG grants for road/utility repairs to continue.
- BRIC and Earmarks grant applications for Aquifer concerns and Subsidence assistance.
- Reuse Plan application is still in process at the State Engineer's office.



Projects not listed on previous slides

- 1100 W 2100 S to 2600 S Widening
 - Prepare access for businesses' plans to bring to council.
 - Working on letters of support from affected business.
- Quiet Zone Suspension.
 - All Crossings are compliant except for 2. Both Cities have submitted Waivers to be reviewed by the FRA in April???

Mills Annex Demolition

- Asbestos abatement will be completed March 5th.
- House and buildings demolition will occur in the following weeks.

Backhoe End of Lease

The Backhoe lease is up in June and will it be turned in. Staff researched options from multiple manufacturers and found the following options:

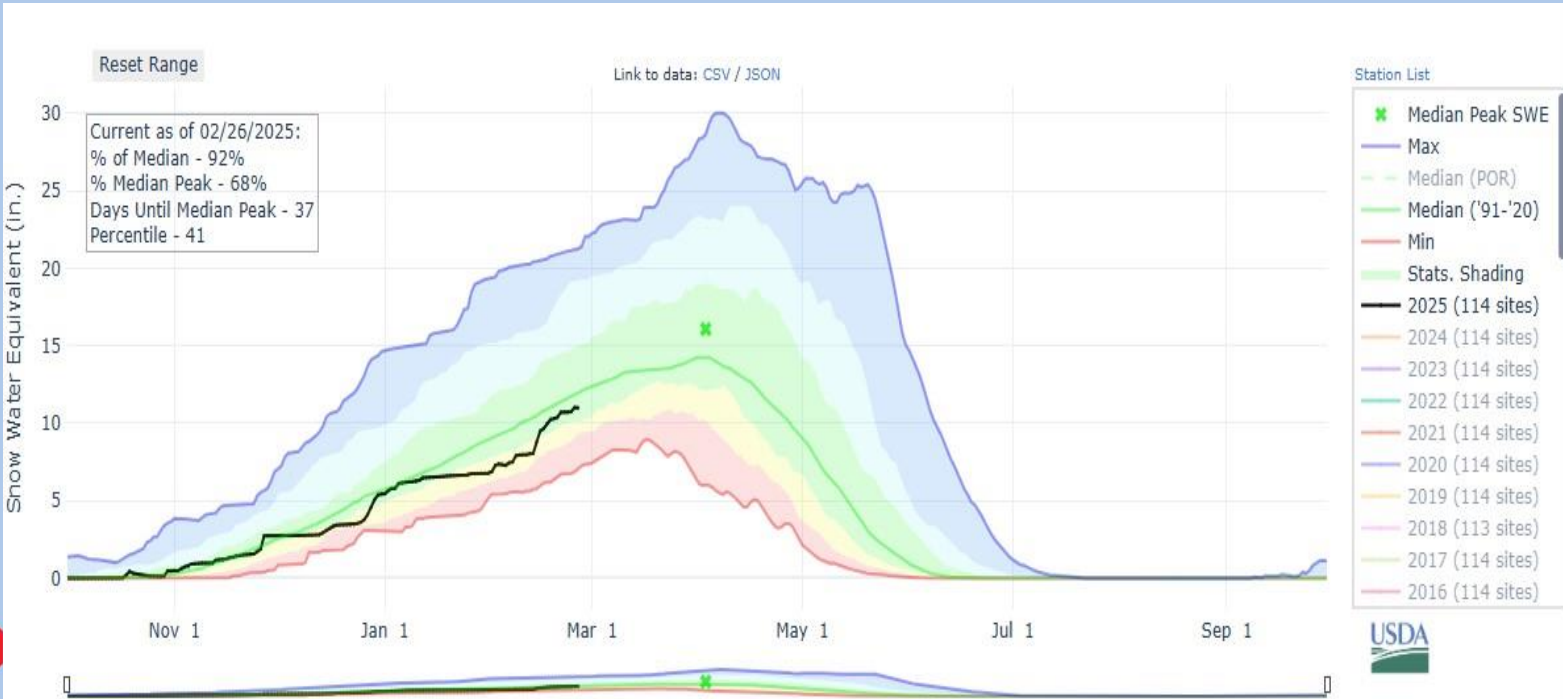
- New 4 yr lease: \$17,750 a yr
- Purchase: \$129,840
- 1 year rental: \$12,000

This year's costs will be paid out of the FY 25 Water Fund which is budgeted. Staff feels it is best to wait to purchase until the fleet fund is more mature and will investigate purchasing with fleet funds in the future.

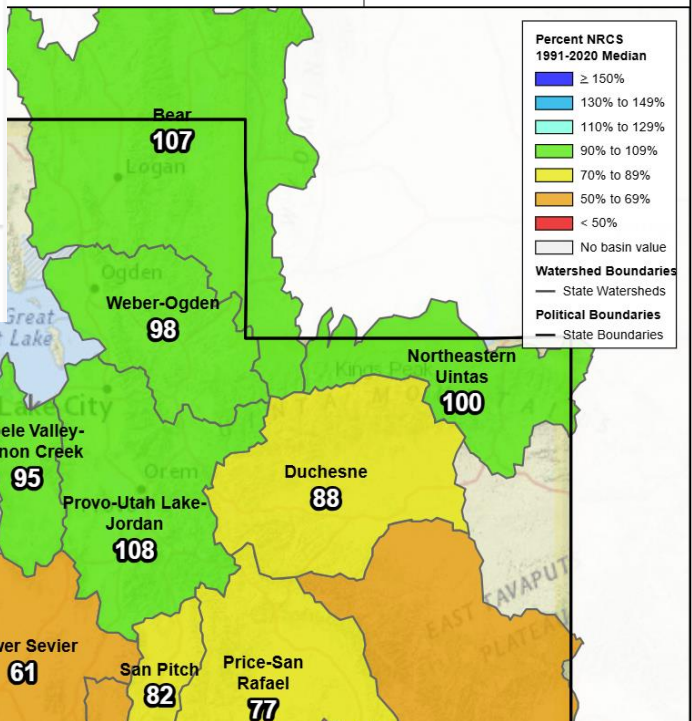
- Staff will be initiating a 1-year rental in June.



Utah Snowpack As of February 26



Percent NRCS 1991-2020 Median February 25, 2025, end of day



City
Administrator
Report

Memo

To: Woods Cross Mayor and City Council
From: Bryce K Haderlie, City Administrator
Date: February 28, 2025
Re: City Administrator Report for March 4, 2025



1. Sam and I met with Michael Romero to discuss the potential 800 West bridge at 2600 South. UDOT will provide Woods Cross with a proposed agreement that would require the city to maintain snow removal, street sweeping and surface maintenance, while UDOT would be responsible for the structure, inspections, and major maintenance issues.
2. Continued efforts on the Quiet Zone with specific emphasis on:
 - a. Preparing information at the request of the members of Congress to assist them in meetings with Union Pacific and the Federal Railroad Administration.
 - b. We were verbally told that Union Pacific has moved the gate arm installation projects at SLC 1000 W and NSL Main Street to the top of the list. We have not been told what this means in actual time savings, but the attention given to the application process appears to be moving more quickly.
3. West Bountiful and Woods Cross have agreed to ask Enbridge Gas to replace the islands on 500 W with stamped concrete as they install the new gas line in the center of the road. This will minimize the challenging landscape problems that have been exasperated by the heavy salt used doing snow plowing, lack of consistent water, and danger of having crews maintaining the landscape in the center of a busy road.
4. Continued participation with the legislative session by attending Legislative Policy Committee meeting remotely and responding to ULCT questions, etc. as needed.
5. Coordinating efforts with Annette Hanson on the PAR tax process, TNT notice to the state and county, and other efforts as needed.
6. Attended to legal matters and coordination with staff to complete tasks.

Council Reports Directions to Staff

WOODS CROSS CITY

Sworn Statement Regarding Closed Meeting of City Council

Location: 1555 S 800 W, Woods Cross City

STATE OF UTAH)

: § March 4, 2025

COUNTY OF DAVIS)

I, Ryan Westergard, hereby affirm as follows:

1. I am the Mayor of Woods Cross City and make the following averments based on personal knowledge.
I presided at a duly noticed meeting of the Woods Cross City Council on March 4, 2025
2. Upon motion and a unanimous vote, the City Council closed the regular meeting and held a closed session for the sole purpose of discussing the acquisition or sale of real property, deployment of security systems, pending litigation and/or to discuss the character and/or competence of an individual(s) (Utah Code §52-4-205).
3. Upon conclusion of that discussion, the City Council meeting adjourned.

Subscribed and sworn to before me this March 4, 2025



Ryan Westergard, Mayor

Annette Hanson, City Recorder

Vote in favor of closed meeting:

Yea/Nay/Absent	Julie Checketts
Yea/Nay/Absent	Eric Sharp
Yea/Nay/Absent	Gary Sharp
Yea/Nay/Absent	Jim Grover
Yea/Nay/Absent	Wally Larrabee