



WOODS CROSS CITY COUNCIL AGENDA

Tuesday, December 16, 2025 – 6:30 pm
Held at: 1555 S 800 W • Woods Cross, UT 84087

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.

INVOCATION/PLEDGE

SHARP

1. REVIEW of AGENDA

2. RECOGNITION/GUESTS

- a. Introduction of Tara Kinser, Park Manager
- b. Youth City Council Report

CHRISTIENSEN
MANNING

3. CONSENT ITEMS

- a. Ratify Cash Disbursements: 11/26/25-12/11/25
- b. Approve Minutes: 12/2/26
- c. Consideration to Adopt Proclamation Recognizing Distinguished Service
- d. Consideration to Adopt Proclamation Declaring Woods Cross City as Just Serve City
- e. Consideration to Adopt Ordinance 636 Implementing Mandated Wildland Urban Interface (WUI) and Updating Title 10 Chapter, 10-3 Construction Codes
- f. Consideration to Adopt Resolution 2025-956 CDBG Subrecipient Agreement with Davis County
- g. Consideration to Adopt Resolution 2025-957 Approving Agreement with Backflow Solutions to Track Backflow Assemblies

MAYOR
MAYOR
MAYOR
BARTHOLOMEW
POOLE
HADERLIE
CHRISTIENSEN

4. PUBLIC COMMENT

Brief items that are not on the agenda as part of a scheduled Public Hearing. Limited to 3 minutes. If an item requires more than 3 minutes, please contact the City Administrator to be added to a future agenda (bhaderlie@woodscross.com)

Woods Cross City is committed to civility: We strive to act and speak with dignity, courtesy, and respect at all times – Participants are asked to join us and to act and speak accordingly

5. PUBLIC HEARINGS with REQUESTED ACTION

- a. Public Hearing: City's Intention to declare certain city-owned real property as surplus and available for sale, pursuant to Utah Code §10-8-2(4) and Woods Cross City Code §3-15-130.

Consideration to Adopt Resolution 2025-958 as noted above

HADERLIE

6. STAFF REPORTS

- a. Public Works Report
- b. Community Services Report
- c. Community Development Report
- d. Police Report
- e. Financial Report
- f. City Administrator Report

CHRISTIENSEN
BARTHOLOMEW
POOLE
BIGELOW
HADERLIE
HADERLIE

7. COUNCIL ITEMS

MAYOR

- a. Questions/Directions to Staff
- b. Council Reports

I certify that copies of the agenda for the Woods Cross City Council meeting to be held December 16, 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: December 10, 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/Honors

Youth City Council Report

- Tree Lighting
- Sub for Santa
- YCC retreat

Consent Items

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
31067	12/09/2025	BOUNTIFUL SANITARY LANDFILL	FALL CLEANUP & GREEN WASTE OCT-NOV 2025	52-40-622	2,207.00	10.31.25
Total 31067:					2,207.00	
31103	12/04/2025	ACE RECYCLING AND DISPOSAL	DOCUMENT DESTRUCTION THROUGH 11/30/25	10-51-250	152.78	1194186
31103	12/04/2025	ACE RECYCLING AND DISPOSAL	DUMPSTER PICKUP-CH, PW AND PARKS	52-40-622	1,149.70	1194443
31103	12/04/2025	ACE RECYCLING AND DISPOSAL	DUMPSTER PROGRAM	52-40-622	220.00	11944742
31103	12/04/2025	ACE RECYCLING AND DISPOSAL	GREEN WASTE PICKUP	52-40-625	9,198.42	1196100
31103	12/04/2025	ACE RECYCLING AND DISPOSAL	RECYCLING PICK UP	52-40-624	14,683.41	1196100
31103	12/04/2025	ACE RECYCLING AND DISPOSAL	FIRST CAN PICK UP	52-40-620	17,727.28	1196100
31103	12/04/2025	ACE RECYCLING AND DISPOSAL	SECOND CAN PICK UP	52-40-620	1,202.18	1196100
Total 31103:					44,333.77	
31104	12/04/2025	BEACON CODE CONSULTANTS	BUILDING INSPECTION NOVEMBER 2025	10-63-310	13,260.00	06042664
Total 31104:					13,260.00	
31105	12/04/2025	CIVICPLUS, LLC	Hosting/Security and Encryption Annual Fee	10-46-310	6,010.24	357195
Total 31105:					6,010.24	
31106	12/04/2025	COLTEN & KARLIE HAWKINS	REFUND OVERPAYMENT	01-11750	461.19	23.0150.0.4
Total 31106:					461.19	
31107	12/04/2025	COREY BOYLE	Axon installation team treats	10-60-455	42.41	1060455
31107	12/04/2025	COREY BOYLE	REIMBURSE COST OF KEYS FOR VEHICLE SHELL	10-60-455	24.24	12022501
31107	12/04/2025	COREY BOYLE	Axon installation team treats	10-60-455	34.55	12022502
31107	12/04/2025	COREY BOYLE	Axon installation lunch	10-60-455	12.09	12225
Total 31107:					113.29	
31108	12/04/2025	ED KENLEY FORD	PD VN 73008 SPARE VEHICLE MAINTENANCE	10-60-251	986.55	944288/1
Total 31108:					986.55	
31109	12/04/2025	EMINENT TECHNICAL SOLUTIONS	RUGGED CELLULAR IPAD T KINSER	10-46-745	2,529.00	EM-74140

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 31109:					2,529.00	
31110	12/04/2025	GameTime Inc	REPAIR WILDCAT PARK PLAYGROUND	10-83-261	93.68	PJI-0286867
Total 31110:					93.68	
31111	12/04/2025	JAY'S TIRE PROS	PD VN 06793 VEHICLE MAINTENANCE	10-60-251	72.45	243137
31111	12/04/2025	JAY'S TIRE PROS	PD VN 06827 MAINTENANCE	10-60-251	72.45	243182
31111	12/04/2025	JAY'S TIRE PROS	PD VN 27720 MAINTENANCE	10-60-251	72.45	243547
31111	12/04/2025	JAY'S TIRE PROS	PD VN 06685 VEHICLE MAINTENANCE	10-60-251	93.54	243830
Total 31111:					310.89	
31112	12/04/2025	JUB ENGINEERS, INC	92-25-02100 GIS SERVICES	51-40-310	273.00	190657
Total 31112:					273.00	
31113	12/04/2025	LAKEVIEW ASPHALT PRODUCTS INC	ROAD PATCH 1425 W	21-40-410	166.32	15547
31113	12/04/2025	LAKEVIEW ASPHALT PRODUCTS INC	ROAD PATCHES-1300 S	21-40-410	223.44	15557
Total 31113:					389.76	
31114	12/04/2025	LINDE GAS & EQUIPMENT INC.	ACETYLENE	10-79-250	197.54	53354699
Total 31114:					197.54	
31115	12/04/2025	POINT S TIRE & AUTO SERVICE	PW VN 91326 OIL CHANGE/TIRE ROTATION	51-40-250	113.90	0182794
Total 31115:					113.90	
31116	12/04/2025	RED HANGER	CLEAN POLICE DEPT UNIFORMS-CLOSING DATE 12.01.25	10-60-450	52.20	YD46989 12.
Total 31116:					52.20	
31117	12/04/2025	ROCKY MOUNTAIN POWER	STREET LIGHT POWER	10-47-270	8,919.33	41735366-00
31117	12/04/2025	ROCKY MOUNTAIN POWER	CITY HALL POWER	10-51-270	1,084.16	41735366-00
31117	12/04/2025	ROCKY MOUNTAIN POWER	CITY HALL POWER	10-51-270	927.63	41735366-00
31117	12/04/2025	ROCKY MOUNTAIN POWER	PARKS ELECTRIC POWER	10-83-270	550.41	41735366-00
31117	12/04/2025	ROCKY MOUNTAIN POWER	WATER Electric Power	51-40-270	4,963.18	41735366-00
31117	12/04/2025	ROCKY MOUNTAIN POWER	Electric Power1659 S 800 W	10-51-270	.88	41735366-05

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 31117:					16,445.59	
31118	12/04/2025	SAFE HARBOR CRISIS CENTER	STRANGULATION EXAM X25-06323	10-60-455	650.00	X25-06323
Total 31118:					650.00	
31119	12/04/2025	SKAGGS COMPANY INC	WILSTEAD UNIFORM	10-60-450	28.89	450_A_3157
31119	12/04/2025	SKAGGS COMPANY INC	WILSTEAD UNIFORM REFUND	10-60-450	18.90-	450_A_3157
31119	12/04/2025	SKAGGS COMPANY INC	WILSTEAD UNIFORM	10-60-450	201.90	450_A_3164
31119	12/04/2025	SKAGGS COMPANY INC	WILSTEAD UNIFORM REFUND	10-60-450	104.01-	450_A_3164
Total 31119:					107.88	
31120	12/04/2025	STANDARD PLUMBING SUPPLY CO.	CH CHRISTMAS LIGHT POWER ADAPTERS	10-83-260	75.94	ZPD985
Total 31120:					75.94	
31121	12/04/2025	TERRACON CONSULTANTS INC	GEOTECH HOGAN PARK/NEW CH BLDG AND DESIGN	46-40-710	13,560.00	TP90648
Total 31121:					13,560.00	
31122	12/04/2025	TWIN D INC	STORM DRAIN CAMERA INSPECTIONS-ROOT REMOVAL ARGYLE ACRES	56-40-620	7,290.00	4592542
Total 31122:					7,290.00	
31123	12/04/2025	UTAH STATE TREASURER	COLLECTED FINES OWING TO STATE	10-35-100	6,567.50	113025
Total 31123:					6,567.50	
31124	12/04/2025	WEBER BASIN WATER	ANNUAL WATER CHARGES - CULINARY	51-40-622	32,502.00	0082464
31124	12/04/2025	WEBER BASIN WATER	ANNUAL WATER CHARGES-PARKS FACILITIES	10-83-260	46,200.05	11.17.25
Total 31124:					78,702.05	
31125	12/04/2025	WINDSHIELD DOCTOR INC	PD VN 06793 CHIP REPAIR	10-60-251	68.00	T 94885
Total 31125:					68.00	
31126	12/09/2025	BRANDON RASMUSSEN	REfund overpayment-final bill	01-11750	39.70	3.1833.6.2 1

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 31126:					39.70	
31127	12/09/2025	CHEMTECH-FORD, LLC	Water Samples Analyzed	51-40-310	750.00	25K1467
Total 31127:					750.00	
31128	12/09/2025	ENBRIDGE GAS	1555 S 800 W Natural Gas Heat	10-51-270	238.68	1917910000
31128	12/09/2025	ENBRIDGE GAS	2287 S 1200 W-NEW Natural Gas Heat	10-79-270	987.54	8380550000
Total 31128:					1,226.22	
31129	12/09/2025	ENTERPRISE FM TRUST	276MZ3 PW SILVERADO 3500	61-80-171	920.05	608175-1203
31129	12/09/2025	ENTERPRISE FM TRUST	276N29 PW LEASE SILVERADO 2500	61-80-183	971.30	608175-1203
31129	12/09/2025	ENTERPRISE FM TRUST	26PXS F EQUINOX LEASE	61-80-151	562.58	608175-1203
31129	12/09/2025	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-171	147.51	608175-1203
31129	12/09/2025	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-183	147.51	608175-1203
31129	12/09/2025	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-510	295.01	608175-1203
31129	12/09/2025	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-560	295.01	608175-1203
31129	12/09/2025	ENTERPRISE FM TRUST	26VDS7 PW SILVERADO 3500 LEASE	61-80-183	805.48	608175-1203
31129	12/09/2025	ENTERPRISE FM TRUST	26QM4K PW 1500 SILVERADO LEASE	61-80-510	861.55	608175-1203
Total 31129:					5,006.00	
31130	12/09/2025	HAYES GODFREY BELL, P.C.	Legal Services	10-49-310	328.00	12852
31130	12/09/2025	HAYES GODFREY BELL, P.C.	Legal Services	23-40-310	430.50	12852
31130	12/09/2025	HAYES GODFREY BELL, P.C.	Legal Services	46-40-730	2,398.50	12852
Total 31130:					3,157.00	
31131	12/09/2025	JUB ENGINEERS, INC	55-24-10500 2024 Subsidence Mitigation/Construct Mgmt	25-40-311	3,319.80	190852
31131	12/09/2025	JUB ENGINEERS, INC	55-25-03300 UTAH DOUBLE TRACK REVIEW	21-13220	757.80	190859
31131	12/09/2025	JUB ENGINEERS, INC	55-25-04500 2025 WATER PROJECTS	51-40-310	1,245.80	190860
31131	12/09/2025	JUB ENGINEERS, INC	55-25-04900 1500 S Tank #2	51-61-703	14,189.28	190861
31131	12/09/2025	JUB ENGINEERS, INC	55-25-05000 2025 Storm Drain Projects	56-40-310	1,123.80	190862
31131	12/09/2025	JUB ENGINEERS, INC	55-20-13300 1100 W-2150 S STP RDWAY PROJECTS	21-40-737	22,947.39	190904
31131	12/09/2025	JUB ENGINEERS, INC	55-23-16000 WELLS #3 REHABILITATION	51-61-702	8,622.50	190908
31131	12/09/2025	JUB ENGINEERS, INC	55-24-09200 1100 W 2600 S Waterline	51-61-701	3,147.00	190920
31131	12/09/2025	JUB ENGINEERS, INC	55-25-00800 2025 DEV REVIEWS	10-47-310	4,012.30	190930
31131	12/09/2025	JUB ENGINEERS, INC	55-25-02200 GAC TREATMENT FACILITY MAINTENANCE	51-40-310	1,192.00	190931
31131	12/09/2025	JUB ENGINEERS, INC	07-24-09400 TRANSPORTATION MASTER PLAN UPDATE	21-40-755	20,388.90	191168

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 31131:					80,946.57	
31132	12/09/2025	LANGUAGE LINE SERVICES, INC	INTERPRETATION BY PHONE 11.30.25	10-42-310	15.78	11779683
Total 31132:					15.78	
31133	12/09/2025	LEE'S ACE HARDWARE	PARKS SUPPLIES	10-83-260	83.67	012656/2
31133	12/09/2025	LEE'S ACE HARDWARE	COMMUNITY OF PROMISE SUPPLIES-HOLIDAY LIGHTS	27-40-617	44.60	12598/2
31133	12/09/2025	LEE'S ACE HARDWARE	WATER DEPT VISE GRIPS	51-40-250	21.99	12599/2
31133	12/09/2025	LEE'S ACE HARDWARE	WATERCOOLERS FOR CHRISTMAS LIGHTING EVENT	10-86-610	90.88	E03419/2
Total 31133:					241.14	
31134	12/09/2025	MORGAN ASPHALT	2025 ROAD MILL/OVERLAY PROJECT PAY APP 2	21-40-410	22,116.00	55-25-053 A
Total 31134:					22,116.00	
31135	12/09/2025	NICKERSON COMPANY INC.	PUMP MOTOR WELL 4	51-40-250	22,520.00	J27871
Total 31135:					22,520.00	
31136	12/09/2025	OWEN EQUIPMENT	S4 INTL BED LIFT RAMS	10-71-250	3,897.52	135724
Total 31136:					3,897.52	
31137	12/09/2025	ROBERT GLASS	REMB BAGELS CONFINED SPACE MEETING	10-51-610	21.21	12.04.25
Total 31137:					21.21	
31138	12/09/2025	ROCKY MOUNTAIN POWER	STREETLIGHT REPAIR-2147 MOUTNAIN VIEW	10-47-250	359.14	417353566-0
31138	12/09/2025	ROCKY MOUNTAIN POWER	STREETLIGHT REPAIR-1918 S 1450 W	10-47-250	400.00	41735366-05
Total 31138:					759.14	
31139	12/09/2025	SOUTH FORK HARDWARE-NSL #87	GARBAGE/LITTER PICKER	10-71-610	25.99	697443
31139	12/09/2025	SOUTH FORK HARDWARE-NSL #87	SIDEWALK ICE MELT & ANTIFREEZE FOR PARK RESTROOMS	10-83-260	497.97	697448
31139	12/09/2025	SOUTH FORK HARDWARE-NSL #87	GARBAGE/LITTER PICKER	10-71-610	25.99	697477
Total 31139:					549.95	

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
31140	12/09/2025	STEP SAVER INC	SALT FOR WATER TREATMENT PLANT	51-40-610	50.93	535434
31140	12/09/2025	STEP SAVER INC	LESS SALES TAX	51-40-610	3.05	535434
31140	12/09/2025	STEP SAVER INC	SALT FOR WATER TREATMENT PLANT	51-40-610	58.25	UT144072
Total 31140:					106.13	
31141	12/09/2025	UTAH FUEL NETWORK	ADMINISTRATION FUEL NOV 25 LACEE	10-43-252	138.91	F2605E0099
31141	12/09/2025	UTAH FUEL NETWORK	ADMINISTRATION FUEL NOV 2025	10-43-252	64.48	F2605E0099
31141	12/09/2025	UTAH FUEL NETWORK	COMMUNITY DEVELOPMENT NOV 2025 FUEL	10-57-252	56.11	F2605E0099
31141	12/09/2025	UTAH FUEL NETWORK	PARKS FUEL NOV 2025	10-83-252	458.39	F2605E0099
31141	12/09/2025	UTAH FUEL NETWORK	POLICE FUEL NOV 2025	10-60-252	3,767.93	F2605E0099
31141	12/09/2025	UTAH FUEL NETWORK	STORM DRAIN FUEL NOV 2025	56-40-252	147.69	F2605E0099
31141	12/09/2025	UTAH FUEL NETWORK	STREETS FUEL NOV 2025	10-71-252	122.15	F2605E0099
31141	12/09/2025	UTAH FUEL NETWORK	WATER FUEL NOV 2025	51-40-252	674.31	F2605E0099
Total 31141:					5,429.97	
31142	12/09/2025	WILDWOOD BUILDERS, LLC	SPURLINE PEDESTRIAN FENCE REPAIR	21-40-410	827.00	E24107
Total 31142:					827.00	
31143	12/09/2025	ZIONS PUBLIC FINANCE, INC	20025 CONTINUING DISLOSURE EMMA FILING FEE	10-89-830	500.00	8117
Total 31143:					500.00	
31144	12/10/2025	CINDEE COLBY - PETTY CASH	2025 YR END BONUSES-ALL EMPLOYEES	10-43-620	17,350.00	121025
Total 31144:					17,350.00	
12092501	12/09/2025	UTAH LOCAL GOVERNMENT TRUST	MONTHLY WC PREMIUM	10-22430	4,240.44	M1623773
Total 12092501:					4,240.44	
Grand Totals:					364,498.74	

**WOODS CROSS CITY COUNCIL MEETING
DECEMBER 2, 2025**

The minutes of the Woods Cross City Council meeting held December 2, 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
Jim Grover

Wally Larrabee
Gary Sharp

COUNCIL MEMBERS EXCUSED:

Julie Checketts

Eric Jones

STAFF PRESENT:

Bryce Haderlie, City Administrator
James Bigelow, Police Chief
LaCee Bartholomew, Community Services Manager
Curtis Poole, Community Development Director

Annette Hanson, City Recorder
Saverie Terzo, Police Dept.
Jaden Wilstead, Police Dept.
Johnny Filler, Public Works

PUBLIC ATTENDANCE:

Adam Orme
Lois Schrader
Terzo Family

Shivam Shah
Marc Croft
Wilstead Family

Don Schrader
Neil Croft

INVOCATION/PLEDGE:

Jim Grover

INTRODUCTION AND OATH OF OFFICE FOR OFFICERS SAVERIE TERZON AND JADEN WILSTEAD

The Mayor gave the floor to Chief Bigelow who noted there would be two new police officers joining their department and serving the city of Woods Cross. Officers Terzo and Wilstead introduced themselves and their families. The Mayor said he and the Council were very excited to have them here and hoped serving in Woods Cross would feel like home to them.

The Oath of Office was administered to the two new officers, and their badges were pinned on by their family members. The Mayor and Council congratulated them on their new appointments and said they were very excited to have them serving in Woods Cross and thanked them for their service to the community.

CONSENT AGENDA

Following the review of the consent agenda items below, Council Member Grover made a motion to approve the consent agenda items. Council Member Larrabee seconded the motion, and all voted in favor of the motion through a roll call vote.

CONSIDERATION TO APPROVE MINUTES

The City Council reviewed and approved the minutes of the City Council meeting held 11/18/25 through the consent agenda.

**OFFICIAL MINUTES
WOODS CROSS CITY COUNCIL MEETING
DECEMBER 2, 2025
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RATIFY CASH DISBURSEMENTS

The Council reviewed the cash disbursements for the time period of 11/14/25-11/25/25.

The cash disbursements were approved through the consent agenda.

CONSIDERATION TO ADOPT ORDINANCE 633 AUTHORIZING RENEWAL OF RAP TAX, PROPOSITION #1, AS APPROVED BY VOTERS ON THE GENERAL ELECTION OF NOVEMBER 4, 2025

The City Administrator noted having completed the requirements set forth in the Utah Code 59-12-14 City or Town Option Funding for Botanical, Cultural, Recreational, and Zoological Organizations or Facilities, the ordinance is ready for the Council's consideration and vote. He also noted after the approval vote for the RAP Tax in the recently held general election, the ordinance authorizes the continuation of the RAP tax by a vote of the City Council. He noted the draft ordinance has been sent to the city attorney, and the Utah State Tax Commission for review. He said he has also asked for confirmation due to the language in the Utah Code 59-12-1402, this ordinance will go into effect on April 1, 2026, and that Ordinance 2015-569 will not expire until March 31, 2026. He noted that it would be 10 years after it went into effect on April 1, 2026.

This ordinance was adopted by consent agenda

CONSIDERATION TO ADOPT RESOLUTION 2025-954 APPROVING POSITION OF COMMUNITY DEVELOPMENT/PLANNING PERMIT COORDINATOR

The Mayor gave the floor to the Community Development Director who noted with the upcoming retirement of Marcee Meeks, staff has identified an opportunity to rebalance and realign responsibilities within the department. He noted that as a smaller department, cross-training is essential to maintain continuity of operations during absences and periods of increased workload.

The Community Development Director noted staff had been working on a revised list of responsibilities, duties, and minimum qualifications for this position. He said based on this review and comparisons to similar roles in other organizations, the proposed position reflects a blend of a building permit technician, planning technician, and administrative assistant. He noted the recommended title for this role is Planning and Permit Coordinator.

The Community Development Director said the new position would retain all current Administrative Assistant duties while also assuming additional responsibilities, including:

- Scheduling development review meetings
- Coordinating plan reviews
- Answering basic planning and zoning inquiries
- Managing application and plan-submittal workflows to ensure compliance with state law
- Providing limited administrative approvals on qualifying applications
- Serving as a cross-trained backup for business licensing and non-enforcement code enforcement duties

**OFFICIAL MINUTES
WOODS CROSS CITY COUNCIL MEETING
DECEMBER 2, 2025
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Compensation Comparison

Position	Wage Minimum	Wage Maximum
Administrative Assistant	(current) \$20.47	\$31.76
Planning and Permit Coordinator (proposed)	\$22.01	\$34.12

This represents an hourly increase across the compensation range of approximately \$2.36.

Resolution 2025-954 approving the new Planning and Permit Coordinator position was adopted through the consent agenda.

CONSIDERATION TO ADOPT RESOLUTION 2025-955 APPROVING APPLICATION FOR AMERICA 250 YEAR CELEBRATION GRANT

The Community Services Director noted the state of Utah is commemorating the nation's 250th anniversary in 2026. She said this is a unique, once-in-a-generation opportunity to reflect on our state's rich history, build community, and look forward to the future. She said America 250 Utah is working to partner with every county and municipality in Utah to make this a truly statewide celebration.

Through this effort, the City is asking for a \$1,500 America 250 grant for community-based programming.

She said this grant would help support the community breakfast and patriotic program and summer recreation classes and provide educational enrichment while supporting the goals of the America 250 program.

This resolution was approved through the consent agenda.

PUBLIC COMMENT

The Mayor gave the floor to the Community Services Coordinator, and she thanked everyone for their support for the Tree Lighting activity that was recently held within the city to kick off the holiday season. She said there was a great turnout and everyone had a wonderful time.

PUBLIC HEARING AMENDING TITLE 12, ZONING ORDINANCE CHAPTER 19 LIGHT INDUSTRIAL/ BUSINESS PARK ZONE I-1 TO ADD ARCHITECTURAL PANELS AS AN ALLOWED BUILDING MATERIAL

The Mayor gave the floor to the Community Development Director, Mr. Curtis Poole. Mr. Poole noted there had been an applicant representing Salt Canyon who had come to the last Planning Commission meeting and had submitted a text amendment application requesting that metal architectural panels be added to the list of allowed building materials in the I-1 Light Industrial Zone. He said Salt Canyon has an active site plan application under staff review for a vacant property along 1100 West, which will be presented at a future Planning Commission meeting.

Mr. Poole said the Commission held a public hearing at its November 25 meeting, reviewed the request, and has forwarded a positive recommendation to the Council.

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Mr. Poole said staff finds this amendment reasonable, as it broadens the available building materials while maintaining the intent of the design standards. He said that allowing architectural metal paneling provides additional flexibility for designers and encourages a higher-quality appearance without opening the door to undesirable, low-quality metal siding.

Following the information given, Council Member Sharp said he felt what had been discussed in the Planning Commission meeting regarding the reflection of metal being a potential problem would not be an issue.

The Mayor noted technology and building materials have come a long way over the years and there are nicer products available now.

Council Member Grover asked about the phrase “intentional color.” Mr. Poole said the Commission interpreted that to mean as an applicant comes in for design approval it would be with a planned design and intentional thought would have been put behind it to make sure the colors fit into the area the project would be located in.

The Mayor then opened the public hearing.

Mr. Shivan Shah who had asked for this amendment, addressed the Council, and thanked them for their time on this matter. Mr. Shah said the “intentional color” meant to him that the colors will work with the development area and look nice. He said the metal he is proposing to use is not the old, corrugated metal that looked bad. He invited any questions. There were no further questions or comments, and the Mayor closed the public hearing.

CONSIDERATION TO ADOPT ORDINANCE 634 AS NOTED ABOVE

Following the public hearing and the above discussion, Council Member Sharp made a motion to adopt resolution 634 amending title 12, zoning ordinance chapter 19 Light Industrial/Business Park Zone I-1 to add architectural panels as an allowed building material. Council Member Grover seconded the motion, and all voted in favor of the motion through a roll call vote.

CONSIDERATION TO ADOPT ORDINANCE 635 AMENDING TITLE 12, ZONING ORDINANCE CHAPTER 28 LAND USE AND SUPPLEMENTARY REGULATIONS, ADDING LIGHT COMMERCIAL FLEX AS CONDITIONAL USE IN THE C-2 (GENERAL COMMERCIAL) ZONE

Mr. Poole continued with the floor and noted that Mr. Marc Croft had submitted an application requesting a text amendment to allow light commercial flex manufacturing as a conditional use in the C-2 (General Commercial) zone. He said the Planning Commission previously reviewed the request and forwarded a positive recommendation to the City Council.

Mr. Poole noted that when the Council reviewed this recommendation, the Council expressed concern about permitting this use in a commercial zone without requiring a retail component. He noted the Council directed staff to work with the city attorney to determine whether requiring a retail component for light commercial flex manufacturing in commercial zones would present any issues and further directed the Commission to review any revisions recommended by the city attorney.

Following discussions with staff and the City Attorney, the following approach is recommended:

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- Add light commercial flex manufacturing as a conditional use in the C-2 zone with an accompanying footnote stating: *"Uses located in a commercial zone shall require a retail component as part of the business."*
- No changes are proposed to the existing definition of light commercial flex manufacturing, as industrial zones that currently permit this use do not require a retail component.

Mr. Poole noted the Planning Commission has forwarded a positive recommendation to the City Council to approve the amendment allowing light commercial flex manufacturing as a conditional use in the C-2 zone by adopting Ordinance 634.

Following the information given by Mr. Poole, Council Member Sharp said allowing this to be retail commercial made a lot of sense, as did allowing it in the automotive zone also makes a lot of sense. He said there are other businesses that would not be doing things like this, but they wanted to allow it in a broad sense.

The City Administrator noted that by keeping this in the retail zone, it would be on a smaller scale, and it could be evaluated on a small scale. The Mayor said he likes the restriction on it in any space in that zone and he likes putting in the retail component for now and trying it out and seeing how it works. He said it would be easier to move it ahead in a small way and it would be easier to go slowly than have to pull it back in if it did not work out.

Council Member Grover also said he felt keeping it on a smaller scale would be a good idea. Council Member Sharp also said he could support that choice.

CONSIDERATION TO ADOPT ORDINANCE 635 AS NOTED ABOVE

Following the above discussion, Council Member Sharp made a motion to approve ordinance 635 amending title 12, zoning ordinance Chapter 28 land use and supplementary regulations, adding light commercial flex as conditional use in the C-2 (General Commercial) zone with the wording that was provided by the City Attorney. Council Member Larrabee seconded the motion, and all voted in favor of the motion through a roll call vote.

The Mayor thanked the Crofts for being part of the Woods Cross community and for choosing to operate their business in Woods Cross City.

SOUTH DAVIS RECREATION PROPERTY TAX INCREASE PROPOSAL

The Mayor noted as one of the board members of the South Davis Recreation District he needed to bring a proposed property tax increase to the attention of the City Council. He said the District is required to put it on the Council's agenda, make notice of it and allow for discussion from the legislative body and the public. He said the proposed tax increase over the next calendar year would increase from \$42.15 to \$44.26 on the cost of an average home (valued at \$623,000). This is an average increase of \$2.11 a year. The increase on a business would be \$76.63 to \$80.46 or a \$3.83 increase per business. The Mayor said if the proposed budget is approved, the recreation district would receive \$86,200 more per year as a result of the tax increase.

Council Member Sharp asked if the recreation district is resolving their financial problems. The Mayor said they are getting those issues resolved. He said the fees had been increased and the board has looked at team sports, individual entrance fees, race fees, to make sure the programs were being charged appropriately. He

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said they tracking business in a much more detailed manner so fees can cover the costs of the classes and activities being held at the district or can be looked at to be subsidized if it is needed. He said they are making substantial progress in improving the financial position of the district.

Council Member Grover asked what cities participate in the district. The Mayor said there are five cities, North Salt Lake City, Woods Cross City, Bountiful City, West Bountiful City and Centerville City. The Mayor also noted there was one school participating in hockey using the recreation center ice that is outside of the taxing district. The Mayor said the board is working with the school district to receive tax dollars to contribute to the recreation center for teams outside of the taxing district.

CITY ADMINISTRATOR'S REPORT

1. Coordination with the State Tax Commission regarding the ordinance to adopt the RAP tax for another 10 years (to April 1, 2036).
2. Working with the candidates on the subsidence projects and bringing the agreements to the RDA board in the next 1-2 months.
3. Working to resolve past issues with the West Legacy Trail asphalt project.
4. Staff are making preparations for the Strategic Planning Session to be held with the city council on January 8-9, 2026.
5. Staff and Council held a "Soup for Everyone" fall luncheon where we accepted donations to the Bountiful Food Pantry. Staff contributions filled most of two 55-gallon drums.
6. I attended the Utah League of Cities and Towns, Legislative Policy Committee meeting on November 17, 2025. Highlights of the meeting included:
 - a. Preparing for the upcoming legislative session.
 - b. We are encouraged to meet with our legislators and discuss the impacts that we would face if property taxes were limited or restricted.
 - c. We were updated on the proposed water infrastructure project fee that is being discussed. It is a proposed tax or fee charged on utility bills and then passed onto the state agency that would manage the fund. We just need to consider, if it is on our utility bill, who do you think the public will be mad at?
 - d. All of the LPC files can be found at:
<https://www.ulct.utah.gov/advocacy/legislative-policy-committee/lpc-agendaminutes/>
Calendar of Event – Please see the Community Service Report in the council packet.

QUESTIONS/DIRECTION TO STAFF

Council Sharp asked the City Administrator if the State Tax Commission had any concerns with accepting the city's RAP Tax proposal. The City Administrator said he was not aware of any concerns about the proposed RAP tax increase by the State Tax Commission. Council Member Sharp thanked the City Administrator for his hard work, and said he also appreciated all the staff and what they did for the city.

COUNCIL REPORTS

Council Member Sharp said he had attended his last Planning Commission meeting and the items discussed were the same ones the Council had addressed at their meeting tonight.

The City Administrator said there is a Council meeting planned for December 16, 2025.

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The City Administrator said there would be a Christmas lunch on December 18 at noon for everyone.

CLOSED MEETING

There was nothing for a closed meeting.

ADJOURNMENT

There being no further business before the City Council, Council Member Larrabee made a motion to adjourn the meeting at 7:28 PM. Council Member Grover seconded the motion, and all voted for the motion through a roll call vote.

Ryan Westergard, Mayor

Annette Hanson, City Recorder



Woods Cross City

Community Services

1555 South 800 West Woods Cross, Utah 84087

To: Woods Cross City Council
From: LaCee Bartholomew, Community Services
Date: December 16, 2025
Subject: Just Serve City Proclamation

Purpose and Background

The purpose of this memo is to outline the benefits and importance of Woods Cross City formally becoming a *JustServe City*, and to recommend adoption of the accompanying proclamation. JustServe is a free, community-based platform that connects volunteers with local service needs. Cities across the region have adopted the JustServe designation as a way to strengthen civic engagement, support community programs, and increase volunteer participation.

Analysis

1. Strengthens Community Engagement

Becoming a JustServe City reinforces our ongoing commitment to community connection. It provides residents—youth, adults, seniors, families, service clubs, and faith-based groups—with a simple and trusted way to get involved. Increased volunteerism translates directly into a more supportive, unified community.

2. Supports City Programs and Events

City departments rely regularly on volunteer help for recreation programs, senior services, parks projects, and community events such as Eggstravangza, Memorial Day, Pumpkins in the Park and Holiday Lights celebrations. JustServe expands the pool of potential volunteers and makes it easier for residents to find opportunities that match their skills and schedules.

3. Helps Local Nonprofits and Schools

PROCLAMATION

Proclamation Declaring Woods Cross City a JustServe City.

WHEREAS, Woods Cross City is a community built on service, connection, and a shared commitment to supporting one another; and

WHEREAS, acts of volunteerism strengthen our neighborhoods, enhance our quality of life, and foster unity among residents of all ages and backgrounds; and

WHEREAS, the JustServe initiative provides a free, community-focused platform that connects individuals, families, faith groups, schools, and organizations with meaningful volunteer opportunities close to home; and

WHEREAS, Woods Cross City recognizes the value of promoting service as a way to build stronger relationships, develop leadership skills, and ensure that local needs are met through collective effort; and

WHEREAS, becoming a JustServe City encourages residents to engage in ongoing acts of kindness, support city programs and events, and make a positive, lasting impact within our community; and

WHEREAS, Woods Cross City is committed to fostering a culture where service is accessible, encouraged, and celebrated throughout the year;

NOW, THEREFORE, be it proclaimed that the City of Woods Cross proudly designates itself as a **JustServe City**, and encourages all residents, businesses, and community organizations to participate in service opportunities by using the JustServe platform to uplift and strengthen our community.

IN WITNESS WHEREOF, I, Ryan Westergard Mayor of Woods Cross City, do hereby sign this proclamation on this 16th day of December 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH THIS 16th DAY OF DECEMBER 2025.

WOODS CROSS CITY
A MUNICIPAL CORPORATION

Ryan Westergard, Mayor

VOTING:

Julie Checketts	Yea_____	Nay_____	Absent_____
Jim Grover	Yea_____	Nay_____	Absent_____
Eric Jones	Yea_____	Nay_____	Absent_____
Wallace Larrabee	Yea_____	Nay_____	Absent_____
Gary Sharp	Yea_____	Nay_____	Absent_____
Ryan Westergard	Yea_____	Nay_____	Absent_____ [tie vote only]

ATTEST:

Annette Hanson, City Recorder



Many local organizations struggle to recruit consistent volunteer support. By adopting JustServe, the City becomes a partner in helping nonprofits, schools, and community groups promote their needs and connect with volunteers, improving services for residents.

4. Encourages Youth and Family Service

JustServe is widely used by youth groups, high school clubs, and families seeking meaningful ways to serve together. Becoming a JustServe City encourages habits of service and leadership that benefit the community both now and long-term.

5. Enhances City Visibility and Reputation

Designating Woods Cross as a JustServe City places us alongside other proactive, service-oriented cities. It highlights our commitment to collaboration, civic responsibility, and community well-being—values important to residents and attractive to new families and businesses.

6. Cost-Free, Low-Impact Implementation

Adopting the designation requires no financial commitment from the City. Implementation simply involves promoting the JustServe platform through communication channels the City already uses (website, newsletters, social media, and community events).

Recommendation

Given the benefits of increased volunteer engagement, strengthened community partnerships, and enhanced support for local programs, it is recommended that the Woods Cross City Council adopt the *JustServe City* designation through the provided proclamation.

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STAFF REPORT

To: Mayor Westergard, Council Members

From: Curtis Poole, Community Development Director

Date: December 16, 2025

Re: Code Text Amendment – Wildland Urban Interface Standards and Construction Codes



Background

With the passage of HB 048 in the 2025 General Legislative Session, the Utah Legislature required municipalities and counties to update and adopt standards relating to Wildland Urban Interface (WUI). The bill encourages municipalities and counties to address properties within their jurisdictions that may be considered high risk WUI. Staff consulted with Greg Stewart, South Davis Metro Fire Chief, regarding the required adoption. The following is a list of what is proposed:

- Language indicating the city is adopting the most recent WUI code, including amendments and rules adopted by the State of Utah.
- Language that indicates South Davis Metro Fire Agency (SDMF) is delegated authority and responsibilities for fire, emergency, medical, and first responder related services.
- Designate SDMF as the Fire Code Official.

During review of the above code, staff noticed many outdated references related to the construction codes adopted by the city. The following updates are recommended:

- Removing the edition year from each of the construction code references and inserting the phrase “most recent.”
- Removing the reference requiring the city to maintain physical copies of the construction code as this is no longer a requirement of the state.

This will eliminate the need to update city code whenever a new construction code is adopted by the state and to purchase expensive physical copies of construction codes.

Recommendation

Staff recommends the City Council approve the Wildland Urban Interface and construction code amendments to City Code by adopting Ordinance 636.

THE CITY OF WOODS CROSS, UTAH

ORDINANCE NO. 636

AN ORDINANCE OF THE WOODS CROSS CITY COUNCIL TO AMEND TITLE 10 BUILDING REGULATIONS OF THE WOODS CROSS CITY CODE.

WHEREAS, The City is authorized to enact ordinances, resolutions, and rules, and to ensure the orderly growth, development, and expansion of the City, and

WHEREAS, The City is required to adopt Wildland Urban Interface and construction code standards; and

WHEREAS, The City finds it reasonable and necessary to provide the standards for construction and safety.

NOW THEREFORE, BE IT ORDAINED by the City Council of Woods Cross City, Utah, as follows:

Section 1. Amendment of Ordinance. Title 10, Chapter 3 of the Woods Cross City Code is amended and replaced by the attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 2. Repeal of Prior Ordinance. All prior versions of Title 10, Chapters 3 of the Woods Cross City Code, are repealed.

Section 3. Severability. If any section, part or provision of this Ordinance, which shall include all exhibits, is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance; all sections, parts and provisions of this Ordinance shall be severable and enforced to the fullest lawful extent to meet the purposes hereof.

Section 4. Penalty. Violations of this Ordinance shall be established in Section 14-01-080 and Fines per Section 14-01-090 of the Woods Cross Municipal Code and Utah State Code.

Section 5. Effective Date. This Ordinance shall become effective immediately upon approval of the City Council and recording with the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS, UTAH ON THIS 16th DAY OF DECEMBER 2025.

THE CITY OF WOODS CROSS, UTAH

By: _____
RYAN WESTERGARD, MAYOR

Voting:

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

ATTEST:

SEAL:

Annette Hanson
City Recorder

RECORDED in the office of the City Recorder this _____ day of December 2025.

EXHIBIT A

Chapter 10-03: CONSTRUCTION CODES

- 10-03-010. Defined.
- 10-03-020. Building Code.
- 10-03-030. Residential Code.
- 10-03-040. Plumbing Code.
- 10-03-050. Mechanical Code.
- 10-03-060. National Electrical Code.
- 10-03-070. Utah Energy Conservation Code.
- 10-03-080. Code for the Abatement of Dangerous Buildings.
- 10-03-090. Housing Code.
- 10-03-100. Fire Code.
- 10-03-110. Copies of Codes.
- 10-03-120. Violation.
- 10-03-130. Conformance with Other Ordinances.

10-03-010. Defined.

The Codes adopted in this Chapter shall be referred to collectively as the "Construction Codes" for Woods Cross City. Unless otherwise expressly provided, the adoption of each code shall also include the adoption of all appendices and standards.

10-03-020. Building Code.

The most recent International Building Code (IBC), ~~2009 Edition~~, promulgated by the International Code Council, as adopted and amended by the State of Utah, together with Appendix "C" entitled "Group U Agricultural Buildings" are hereby adopted as the Building Code of Woods Cross City.

10-03-030. Residential Code.

The most recent International Residential Code (IRC), ~~2009 Edition~~, promulgated by the International Code Council, as adopted and amended by the State of Utah, is hereby adopted as the Residential Code of Woods Cross City.

10-03-040. Plumbing Code.

The most recent International Plumbing Code (IPC), ~~2009 Edition~~, promulgated by the International Code Council, as adopted and amended by the State of Utah, is hereby adopted as the Plumbing Code of Woods Cross City.

10-03-050. Mechanical Code.

The most recent International Mechanical Code (IMC), ~~2009 Edition~~, promulgated by the International Code Council, as adopted and amended by the State of Utah, is hereby adopted as the Mechanical Code of Woods Cross City.

10-03-060. National Electrical Code.

The most recent National Electrical Code (NEC), ~~2008 Edition~~, promulgated by the National Fire Protection Association, as amended and adopted by the State of Utah, is hereby adopted as the Electrical Code of Woods Cross City.

10-03-070. Utah Energy Conservation Code.

The most recent Energy Conservation Code (ECC), ~~2009 Edition~~ as adopted and amended by the State of Utah in accordance with Utah Code Ann, §63-9-46, as amended, is hereby adopted as the Energy Conservation Code of Woods Cross City.

10-03-080. Code for the Abatement of Dangerous Buildings.

The most recent Uniform Code for the Abatement of Dangerous Buildings, ~~2009 Edition~~, promulgated by the International Conference of Building Officials, is hereby adopted as the Abatement of Dangerous Buildings Code of Woods Cross City.

10-03-090. Housing Code.

The Federal Manufactured Housing Construction and Safety Standards Act (HUD Code), promulgated by the Department of Housing and Urban Development and published in the Federal Register as set forth in 24 CFR parts 3280 and 3282, as revised and adopted by the State of Utah, and the standards for Manufactured Home Installations, promulgated by the National Conference of States on Building Codes and Standards, as revised and adopted by the State of Utah, are hereby adopted as the Housing Codes for Woods Cross City.

10-03-100. Fire Code.

(a) The most recent International Fire Code (IFC), ~~2009 Edition~~, promulgated by the International Code Council, as adopted and amended by the State of Utah, including all appendices thereto except as amended in Title 7, Chapter 15 herein, is hereby adopted as the Fire Code of Woods Cross City.

(b) The most recent Wildland Urban Interface (WUI) code, including amendments and rules adopted by the State of Utah, are hereby adopted.

(c) Woods Cross City is a participant member of the South Davis Metro Fire Agency, a separate legal entity duly organized and created under the laws of Utah by an Interlocal Cooperation Agreement entered into by the participating entities of the Agency. South Davis Metro Fire shall provide all fire, emergency medical, and other emergency first responder services for the City in accordance with the terms and conditions of the Interlocal Agreement, as amended.

a. Delegation of Authority. Woods Cross City hereby delegates all power and responsibility for fire suppression, prevention, investigation, enforcement, emergency medical, and other emergency and fire responder services within the jurisdiction of the City to South Davis Metro Fire Agency, and hereby recognizes the Agency as the governmental and political subdivision for such purposes consistent with and in accordance with the Interlocal Agreement and Fire Code.

b. Fire Code Official. The South Davis Metro Fire Agency shall provide services as the Fire Code Official for Woods Cross City.

~~10-03-100. Copies of Codes.~~

~~Two (2) copies of each of the above adopted Codes should be filed in the City Recorder's Office and one (1) copy shall be filed in the office of the Community Development Director for use and examination by the public during regular business hours.~~

10-03-110. Violation.

(a) Violation of Codes. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of any provision of the Construction Codes or this Title.

(b) Failure to Comply with Order. It shall be unlawful for any person, firm or corporation to fail to comply with a lawful order of the Building Official or building inspector.

(c) Penalty. Any person violating the provisions contained herein shall be guilty of a Class B misdemeanor and shall be guilty of a separate offense for each and every day or portion thereof during which any violation occurs or continues.

10-03-120. Conformance with Other Ordinances.

Any construction, alteration or improvement of any building or structure within the City shall also comply with other relevant City ordinances and regulations, including but not limited to subdivision, zoning and fire provisions. The provisions of this Title are intended to be interpreted and administered in conformance with such other ordinances and whenever a conflict exists between any of these provisions, the more restrictive standard or provision shall prevail.

Memo



To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: Dec. 16, 2025

Re: Agreement With Davis County for CDBG Subsidence Home Repair

The attached Subrecipient Agreement is with Davis County for Woods Cross City to receive a \$150,000 grant that will be used to complete the home stabilization project for Mr. Dave Ghizzone. Mr. Ghizzone's property meets the requirements for the grant and a resolution will be brought to the RDA board in the future to authorize the contract for the repairs following the required bidding process.

Staff recommends approval of this resolution to memorialize the agreement with Davis County. City Attorney Todd Godfrey is reviewing the document for his signature.

RESOLUTION 2025-956

A RESOLUTION APPROVING THE SUBRECIPIENT AGREEMENT WITH DAVIS COUNTY TO CONDUCT A COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT IN WOODS CROSS.

WHEREAS, The City has applied for a Community Development Block Grant (CDBG) to make certain improvements within the City; and

WHEREAS, Davis County has awarded Woods Cross City for a grant to assist a qualified homeowner with a home repair due to land subsidence in the City; and

WHEREAS, The City is required to adopt the attached Subrecipient Agreement with Davis County to memorialize the provisions of the project.

NOW THEREFORE, be it resolved by the Woods Cross City Council that the Mayor is authorized to sign the attached agreement and that it become effective immediately upon passage of this resolution.

Adopted by the Woods Cross City Council this 16th day of December 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]



SUBRECIPIENT AGREEMENT TO CONDUCT A COMMUNITY DEVELOPMENT PROJECT

This subrecipient agreement to conduct a community development project is between Davis County, a body corporate and politic of the state of Utah, ("County"), and Woods Cross City, a municipal corporation and political subdivision of the State of Utah, 1555 South 800 West, Woods Cross, Utah 84087, ("Subrecipient"), UEI Number: QTQAN71FK4C6.

RECITALS

A. County has entered into a grant agreement ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing conducting of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations") and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular"); and

B. As provided in the Rules and Regulations regulating CDBG program funds, County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects; and

C. Under this Agreement the Subrecipient will be a subrecipient of CDBG program funds from County under County's Urban-County CDBG Program.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the County and the Subrecipient agree as follows:

GENERAL PROVISIONS

1. Content of this Agreement. This Agreement consists of this part "General Provisions," and the following listed attachments that are appended hereto and incorporated herein:

Attachment I - Statement of Work

Attachment II – Budget

Attachment III – Subrecipient Score Card

2. Project Responsibility. County, through its Community & Economic Development Office, is hereby designated as the representative of County regarding all CDBG Program matters. County is responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment I – Statement of Work. Substandard performance, as determined by County, will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

3. **Project(s) or Activities.** The project(s) or activities to be conducted hereunder are listed in County’s “Consolidated Plan” as submitted to HUD for CDBG Program Year 2025, and are generally described as follows and referred to hereinafter as the “Project”:

PROJECT NUMBER	PROJECT TITLE	PROJECT TOTAL COSTS (\$)	PROJECT OUTCOMES
260	Ghizzone Home Rehab	\$150,000	Lift and stabilize Ghizzone home foundation and slab.

4. **Statement of Work/Scope of Service.** Subrecipient shall perform or cause to be performed all work required for the Project(s) described generally in paragraph 3 and, in that performance, Subrecipient shall provide all personnel staffing and contracting, and provide all services and furnish all related real and personal property required. The Project(s) shall be performed in a manner satisfactory to County and in accordance with the provisions of this paragraph and with Attachment I appended to this Agreement. Attachment I contains a more detailed statement of the work that is to be done on the Project(s) but it is not intended to strictly limit the scope of that work (see Attachment I and any Sub-attachments thereto). Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one of the CDBG program's National Objectives: (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency — as defined in 24 CFR § 570.208.

5. **Period of Performance.**

- A. The period of performance of this Agreement shall be 12 months which period shall begin on July 1, 2025, and end on June 30, 2026. The Agreement expiration date will be 60 days after the period of performance. In the event the date on which this Agreement is fully signed is more recent than the above beginning date, then this Agreement shall be considered to be retroactive and to have taken effect on the above beginning date. However, in no event shall this Agreement be considered valid or binding if not signed prior to the termination date set forth above. All costs which are incurred on any of the Project(s) by Subrecipient after the effective date of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.
- B. This Agreement may be extended at County’s sole option for two additional 12 month periods on the same terms and conditions and in such amount and budget as shall be attached to said written notice from County to Subrecipient; however, such extension does not permit Subrecipient to carry over funds from the budget attached hereto into such extension period. No extensions will be granted after expiration or termination of this Agreement.
- C. All performance of this Agreement shall be undertaken and completed by Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date specified in paragraph 5.A, unless the Parties elect to extend this Agreement as provided in paragraph 5.B. All amendments of this Agreement, including extensions of time and termination, shall be accomplished in writing and in accordance with all requirements of subparagraph 10.G.

6. Budget.

- A.** A budget (“Budget(s)”) must be prepared for each of the Projects listed in paragraph 3 and submitted to County for review prior to the start of each of the Project(s). These Budgets must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified as Attachment II, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project, as provided in paragraph 3.
- B.** Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes within the Budget(s), however, shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in paragraph 7.A., or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of subparagraph 10.G.

7. Funding Amount/Payment.

- A.** Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein a total sub-grant amount of \$150,000, for all Projects undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an “estimate-of-cost,” “percentage-of-cost” or any kind of “cost-plus” sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words “expend,” “expended” and “expenditure” shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).
- B.** Subrecipient must make a concerted, good-faith effort to expend the total subgrant amount specified in paragraph 7.A. within the period of performance stated in paragraph 5. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated above without prior written amendment of the agreement in accordance with subparagraph 10.G.
- C.** In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment II by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release, or transfer any unexpended amount back to County within 30 days. Any project funds held by County at the end of the period of performance or refunded, released, or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.
- D.** In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient

shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.

E. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8. Notices. Notices required by this Agreement or other written communications between the parties must be in writing and delivered either personally or by United States mail. Notices delivered personally shall be effective upon delivery and notices sent by United States mail will be effective three business days after deposit in the United States mail. All notices and other written communications under this Agreement must be addressed as set forth below, unless otherwise modified by subsequent written notice.

<u>County</u>	<u>Subrecipient</u>
Davis County	<u>Woods Cross City</u>
Community & Economic Development	<u>City Manager</u>
Attn: Ryan Steinbeigle	<u>Bryce Haderlie</u>
61 South Main St, Suite 304	<u>1555 South 800</u>
Farmington, UT 84025	<u>Woods Cross City, UT 84087</u>

9. Special Conditions (Reserved).

10. General Conditions.

A. General Compliance.

- (1) Subrecipient agrees to comply with the requirements of the CDBG program regulations, found at 24 CFR Part 570, and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, policies, and Davis County program directives governing the funds and services provided under this Agreement, including, but not limited to, 2 CFR Part 200. The following information is provided pursuant to 2 CFR § 200.331(a)(1):
- (a) Subrecipient name: Woods Cross City;
 - (b) Subrecipient's unique entity identifier (EIN): 87-601189;
 - (c) Federal Award Identification No. (FAIN): B-25-UC-49-0004;
 - (d) Federal award date: September 22, 2025;
 - (e) Subaward period of performance start and end date: July 1, 2025 – June 30, 2026;
 - (f) Amount of federal funds obligation by this action: \$936,639.00;
 - (g) Total amount of federal funds obligation to Subrecipient by County \$150,000;
 - (h) Total amount of federal award committed to Subrecipient by County: \$150,000;
 - (i) Federal award project description: Housing rehabilitation project to assist low-income family with remediation of housing to make it livable;
 - (j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity: U.S. Dept. of Housing and Urban Development; Davis County, Grants Administrator, 61 S. Main St. Ste. 304, Farmington, UT 84025;

- (k) CFDA number and name; Dollar amount under federal award; and CFDA number at time of disbursement: 14.218, Community Development Block Grant (CDBG); \$936,639.00.
- (l) Indirect cost rate for the Federal award: subrecipient shall refer to 2 CFR § 200.413.
- (2) Subrecipient Certifications. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at: <https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>.

B. Independent Contractor. The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including, but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners, or joint venturers. The parties agree that Subrecipient's obligations under this Agreement are solely to County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

C. Indemnification. Both parties are governmental entities under the Governmental Immunity Act, §§ 63G-7-101 et seq., Utah Code Annotated. Therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Act and all other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

D. Insurance for contracts over \$50,000 and all Facility Improvement Projects.

Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

- (1) General insurance requirements for all policies.
 - (a) Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.
 - (b) In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.
 - (c) Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

- (d) In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.
- (e) In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.
- (2) Required insurance policies. Subrecipient agrees to comply with the insurance requirements of 2 CFR Part 200 and secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subparagraph:
 - (a) Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of their employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
 - (b) Commercial general liability insurance, on an occurrence form, with the following minimum limits—\$1,000,000 per occurrence, \$10,000 medical expense (any one person), \$2,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products completed operations policy aggregate. The policy shall protect Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. Similar coverage through an indemnity pool or governmental trust may be accepted by County if presented by Subrecipient and approved by County.
 - (c) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 for combined single limit each occurrence.

E. Bond Requirements. If the Project(s) involves construction or rehabilitation costing \$50,000 or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate bid bond equal to 5% of the bid price, and performance bond and payment bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds

shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

F. Grantor Recognition. Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments.

- (1) Either of the parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the period of performance and contract expiration date may be authorized and given by County as provided below.
- (2) County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.
- (3) All adjustments or extensions of time proposed for the performance of this Agreement and extension of contract expiration date shall be requested in writing by Subrecipient and be submitted to County for processing. All such requests must be received prior to the termination date set forth in paragraph 5 or in any subsequent valid amendments or extensions to the agreement in force at the time of the request. Upon approval by County, the parties shall each sign a written amendment to this Agreement.

H. Suspension and Termination.

- (1) Remedies for noncompliance. County and Subrecipient acknowledge and agree that if Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or County may impose additional conditions, as described in 2 C.F.R. §200.207 Specific conditions. County and Subrecipient further acknowledge and agree that if HUD or County determines that noncompliance cannot be remedied by imposing such additional conditions, HUD or County may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by HUD or County.
 - (b) Deny both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance.
 - (c) Wholly or partly suspend or terminate the Federal award.
 - (d) For HUD, initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations; for County, recommend that HUD initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.

- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.
- (2) Termination.
 - (a) County and Subrecipient acknowledge and agree that the Federal award may be terminated in whole or in part as follows:
 - (i) By HUD or County, if Subrecipient fails to comply with the terms and conditions of a Federal award;
 - (ii) By HUD or County for cause;
 - (iii) By HUD or County with the consent of Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (iv) By Subrecipient upon sending to HUD or County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or County determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, HUD or County may terminate the Federal award in its entirety.
 - (b) County and Subrecipient acknowledge and agree that when a Federal award is terminated or partially terminated, both HUD or County and Subrecipient remain responsible for compliance with the requirements of 2 C.F.R. § 200.343 Closeout and 2 C.F.R. § 200.344 Post-closeout adjustments and continuing responsibilities.
- (3) Notification of termination requirement.
 - (a) County and Subrecipient acknowledge and agree that HUD or County must provide to Subrecipient a notice of termination.
 - (b) County and Subrecipient further acknowledge and agree that if the Federal award is terminated for Subrecipient's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that:
 - (1) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS);
 - (2) The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;
 - (3) Federal awarding agencies that consider making a Federal award to the non-Federal entity during that five year period must consider that information in judging whether Subrecipient is qualified to receive the Federal award, when the Federal share of the Federal award is expected to exceed the simplified acquisition threshold over the period of performance;
 - (4) The non-Federal entity may comment on any information the OMB-designated integrity and performance system contains about the non-Federal entity for future consideration by Federal awarding agencies. The non-Federal entity may submit comments to the awardee integrity and performance portal accessible through SAM (currently CPARS).
 - (5) Federal awarding agencies will consider non-Federal entity comments when determining whether the non-Federal entity is qualified for a future Federal award.

- (c) County and Subrecipient also acknowledge that upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.
- (4) Opportunities to object, hearings and appeals. County and Subrecipient acknowledge that upon taking any remedy for noncompliance, the Federal awarding agency must provide Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or County must comply with any requirements for hearings, appeals or other administrative proceedings to which Subrecipient is entitled under any statute or regulation applicable to the action involved.
- (5) Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or County expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:
 - (a) The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and
 - (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
- I. Licensing.** Subrecipient will obtain all licenses, permits, and/or certificates required by federal, state, and local government statutes, laws, ordinances, and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

11. Administrative Requirements.

- A. Uniform Requirements.** Subrecipient shall comply with 2 CFR part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133.
- B. Other Program Requirements.** Subrecipient shall comply with the program requirements set forth at 24 CFR part 570, subpart K, except that Subrecipient does not assume County’s environmental responsibilities described at 24 CFR § 570.604, and Subrecipient does not assume County’s responsibility for initiating the review process under 24 CFR part 52.
- C. Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. Cost Principles. Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

E. Allowable Costs. Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute;

- (1) Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- (2) Be allocable to Federal awards under the provisions of the Uniform Guidance.
- (3) Be authorized or not prohibited under State or local laws or regulations. Conform to any limitations or exclusions set forth in this policy, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- (4) Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the County or subrecipient.
- (5) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- (6) Except as otherwise provided for in the Uniform Guidance, be determined in accordance with generally accepted accounting principles.
- (7) Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- (8) Be the net of all applicable credits (ex. Program Income).
- (9) Be adequately documented.

F. Reasonable Costs

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominately federally funded. In determining reasonableness of a given cost, consideration shall be given to:

- (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the County or the subrecipient of the County for the performance of the Federal award.
- (2) The restraints or requirements imposed by such factors as: sound business practices; arms-length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the Federal award.
- (3) Market prices for comparable goods or services.
- (4) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the County or subrecipient of the County, its employees, the public at large, and the Federal Government.
- (5) Significant deviations from the established practices of the County which may unjustifiably increase the Federal award's cost.

G. Allocable Costs

- (1) A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received.
- (2) All activities which benefit from the County's indirect cost, including unallowable

activities and services donated to the County by third parties, will receive an appropriate allocation of indirect costs.

- (3) Any cost allocable to a particular Federal award or cost objective under the principles provided for in the Uniform Guidance may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.
- (4) Where an accumulation of indirect costs will ultimately result in charges to a Federal award, a cost allocation plan will be required.

H. Documentation and Record-Keeping.

- (1) Records to be Maintained. Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to, the following:
 - (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - (c) Records required to determine the eligibility of activities;
 - (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - (f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
 - (g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- (2) Retention. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of four years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for four years after final disposition of such property. Records for any displaced person must be kept for four years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- (3) Client Data. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
- (4) Disclosure. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly

connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

- (5) **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond 15 years the reporting periods are multiyear reporting periods.
- (6) **Close-Outs.** Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.
- (7) **Audits and Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy or practice concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

I. Reporting and Payment Procedures.

- (1) **Program Income.** Subrecipient shall return all program income, as defined at 24 CFR § 570.500(a), to County immediately upon being received. Program income in possession, custody, or control of Subrecipient at either the expiration or termination of this Agreement or after this Agreement expires or is terminated, shall be paid to County in accordance with the provisions of subparagraph 11.K, Reversion of Assets. At the end of the program year County may require remittance of all or part of any program income balances (including investments thereof) held by Subrecipient, except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs.
- (2) **Indirect Costs.** Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.
- (3) **Payment Procedures/Methods of Disbursement.**
 - (a) Subrecipient may request disbursement from County of that part of the funding amount stated in paragraph 7, relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of

periodic reimbursement payments during the course of a Project as the funds for that Project are expended.

- (b) A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, County will pay Subrecipient. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.
- (c) Prepayment of the funds stated in paragraph 7 or a partial advance of funds to Subrecipient for a Project may be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
- (d) Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will, upon written request, be immediately refunded to County by Subrecipient.
- (e) No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment and authorized in accordance with the provisions of Paragraph 10.G.
- (4) Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three months, or as otherwise specifically requested by County, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, the beneficiaries of the project, the money leveraged by CDBG-funded Activity, information relating to the HUD performance indicators, and any CDBG program income received on that project for the period preceding the report date.

J.Procurement. Subrecipient shall procure all materials, property, or services in accordance with the procurement standards of 2 CFR Part 200, Subpart D, except when Subrecipient's procurement standards are more restrictive, in which case Subrecipient shall implement its procurement standards.

- (1) Build America, Buy America Act. Effective November 22, 2022, Subrecipient shall ensure all amounts provided through this agreement used to purchase iron, steel, manufactured products, and construction materials for use in the construction, alteration, maintenance, or repair of infrastructure will be procured in the United States per the rules and regulations at 41 U.S.C. 8301. Furthermore, Subrecipient shall cause each of its own subgrantees or subcontractors to comply with this requirement by including the provisions of this subparagraph in every subcontract, specifically or by

reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

- (2) **Procurement of Recovered Materials.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall transfer to County any unexpended CDBG funds provided under this Agreement, all program income in its possession, custody, or control that Subrecipient has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property under Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds is subject to the following:

- (1) **Real Property Acquired with CDBG Funds.** All real property acquired by Subrecipient in whole or in part with CDBG funds in excess of \$25,000 must be used for a minimum of 15 years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low and moderate income persons, aiding in the prevention or elimination of slums and blight, or meeting community development needs having a particular urgency.
- (2) **Real Property Improved with CDBG Funds.** All real property improved in whole or in part with CDBG funds in excess of \$25,000 must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:
 - (a) A minimum of five years following the expiration or termination of this Agreement for CDBG funds between \$25,001 and \$99,999;
 - (b) A minimum of ten years following the expiration or termination of this Agreement for CDBG funds between \$100,000 and \$199,999; and
 - (c) A minimum of 15 years following the expiration or termination of this Agreement for CDBG funds of \$200,000 and above.
- (3) If Subrecipient desires to change the use of real property covered by this paragraph prior to the expiration of the applicable period listed above, it must comply with the following:
 - (a) Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and
 - (b) Ensure that the new use meets a CDBG national objective; or
 - (c) Pay County an amount equal to the market value of the real property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the real property. This payment by Subrecipient to County is program income to County.

- (4) The threshold amounts set forth in subparagraph 2 above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property. However, the use periods set forth in subparagraph 2 do not commence until closeout of the final agreement under which Subrecipient receives such acquisition or improvement funds.

L. Equipment. Equipment means tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6). In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

12. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1, *et seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

13. Personnel & Participant Conditions.

A. Civil Rights.

(1) Nondiscrimination and Equal Opportunity.

- (a) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).
- (b) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.
- (c) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must

comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- (2) Excessive Force. Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- (4) Section 504. Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

- (1) Approved Plan. Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.
- (2) Women- and Minority-Owned Businesses. Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses

regarding their status as minority and women business enterprises in lieu of an independent investigation.

- (3) Access to Records. Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- (4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- (5) Subcontract Provisions. Subrecipient will include the provisions of subparagraphs 12.A., Civil Rights, and 12.B., Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. Employment Restrictions.

- (1) Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- (2) Labor Standards.
 - (a) Davis-Bacon.
 - (i) For all contracts and subcontracts for construction, alteration, or repair in excess of \$2,000, Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. § 276a1-276a7, as amended, including (a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards, and (a)(10) Certification of eligibility.
 - (ii) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this subparagraph.
 - (b) Work Hours. Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the

performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

- (3) “Section 3” Compliance. Subrecipient, and any of Subrecipient’s subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. Subrecipient will include the following Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (a) Training and Employment. Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

D. Conduct.

- (1) Assignments and Contracting. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive

bidding requirements described in subparagraph 11.G above and any applicable state laws and local government ordinances.

(2) Subcontracts.

- (a) Approvals. Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.
 - (b) Monitoring. Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - (c) Content. Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - (d) Selection Process. Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.
 - (e) Debarment and Suspension. Subrecipient is required to verify any person or entity with whom they contract is registered on SAM.gov with an active registration. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.
- (3) Hatch Act. Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.
- (4) Citizen Participation. Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.
- (5) Community Development Plan. Subrecipient has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.
- (6) Conflict of Interest. Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.
- (7) Ethical Standards. Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial

agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

(8) Public Funds and Public Monies.

(a) Definitions: “Public funds” and “public monies” mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in Subrecipient’s possession.

(b) Subrecipient’s Obligation: Subrecipient, as recipient of “public funds” and “public monies” pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these “public funds” and “public monies” as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code Annotated, for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.

(9) Lobbying. Subrecipient hereby certifies that:

(a) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit a Disclosure Form to Report Lobbying in accordance with its instructions;

(c) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and

- (d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (e) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.
- (10) Copyright. If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- (11) Religious Organization. Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).

14. Drug-Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.

15. Environmental Conditions.

- A. Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - (1) Clean Air Act, 42 U.S.C., § 7401, *et. seq.*; and
 - (2) Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- B. Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-

based paint is found on the property, interim controls or paint stabilization may be undertaken.

- D. Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

- 16. Employee Status Verification System.** Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

- 17. Survival of Provisions.** The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

- 18. Waiver.** No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the parties from receiving the full-bargained-for benefit under this Agreement. A waiver of any of the provisions of this contract or of any breach thereof shall not constitute a waiver of any other provision or breach, whether or not similar, and any such waiver shall not constitute a continuing waiver.

- 19. Entire Agreement.** This Agreement, including all attachments, constitutes the entire agreement and understanding between the parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the parties that are not set forth herein. Unless otherwise set forth herein, this contract supersedes and cancels all prior agreements, negotiations, and understandings between the parties regarding the subject matter herein, whether written or oral which are void, nullified, and of no legal effect if they are not recited or addressed in this contract.

- 20. Severability.** If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null, and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
- 21. Rights and Remedies Cumulative.** The rights and remedies of the parties under this Agreement must be construed cumulatively, and none of the rights and/or remedies under this contract are exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
- 22. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract.
- 23. Approval.** This Agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each party in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, Utah Code Annotated, as amended.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

DAVIS COUNTY

Lorene Kamalu, Chair
Board of Davis County Commissioners
Date: _____

ATTEST:

Brian McKenzie
Davis County Clerk
Date: _____

REVIEWED AND APPROVED AS TO PROPER FORM:

Davis County Attorney's Office

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

WOODS CROSS CITY

Printed Name: _____
Title: _____
Date: _____

ATTEST:

Printed Name: _____
Title: _____
Date: _____

REVIEWED AND APPROVED AS TO PROPER FORM
AND COMPLIANCE WITH APPLICABLE LAW:

Woods Cross City Attorney

ATTACHMENT I

SUBRECIPIENT: Woods Cross City
PROJECT: Housing Rehabilitation- Ghizzone Residence
PROJECT NO: 260

PROJECT STATEMENT OF WORK

This attachment is a supplement to the general work statement contained in paragraph 4 of this Agreement. Therefore, in addition to the general work required to be done under that paragraph, which applies to all projects to be conducted under this Agreement, the particular work to be performed for this Project is as follows:

Eligibility and Reference: Rehabilitation, residential property, whether privately or publicly owned. This includes manufactured housing when such housing constitutes part of the community's housing stock. See 570.201(n)

National Objective and Reference: LMH: Low/Mod Housing Benefit. The housing category of LMI benefit national objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI households. See 570.208(a)(3)

IDIS Matrix Code: 14A; Rehab: Single-Unit Residential; Rehabilitation of privately owned, single unit homes.

CPD Outcome Performance Measurement Information: Homeowner rehabilitation activities include all programs designed to make improvements to owner-occupied units. The performance measures for homeowner rehabilitation apply to all homeowner rehabilitation programs, including full rehabilitation projects (bringing owner-occupied units up to applicable codes and standards) and emergency, accessibility, energy efficiency, and other targeted improvement programs.

The following information is required for all owner-occupied rehabilitation activities:

- The number of units occupied by elderly households.
- The number of units brought from substandard to standard condition, meaning either Housing Quality Standards (HQS) or local code, whichever is applicable.

Priority: Housing; Affordable Housing, Provide decent housing; create a suitable living environment.

County Outcome: Provide funds for affordable housing rehabilitation for renter and owner occupied housing for extremely low- to moderate income (LMI) households.

Program Activity: Woods Cross will rehabilitate one of the effected homes in the in the Farm Meadows Subdivision neighborhood due to subsidence.

NATURE AND SCOPE OF PROJECT: Woods Cross will rehabilitate one (1) home for PY25 utilizing CDBG funds provided by the County and funds from the City's RDA/CRA. The project will include the additions of helical push piers to the affected home to arrest soil subsidence and the injection of expansion foam to level and stabilize the concrete slab. All milestones will be reported to County staff as project progresses.

Subrecipient Scorecard:

Subrecipient shall adhere to the Key Performance Indicators (KPIs) as identified in the Subrecipient Scorecard (Refer to Attachment III) and strive to achieve the score of “A” for all KPIs listed as applicable. Scorecard reports shall be filled out by County staff and sent to Subrecipient semi-annually unless otherwise decided at the discretion of the County. Mitigating factors to KPI scores may be submitted by Subrecipient to County and considered in good faith by County staff when scoring. Any requested changes to the Subrecipient Scorecard must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

Performance Evaluation Plan:

In regard to the Subrecipient Scorecard:

- At the discretion of County, if Subrecipient scores a “C” in any of the KPI categories, it may be considered as a monitoring “recommendation” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient’s program staff.
- At the discretion of County, if Subrecipient scores a “D” in any of the KPI categories, it may be considered as a monitoring “concern” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient’s program and/or executive staff.
- At the discretion of County, if Subrecipient scores an “F” in any of the KPI categories, it may be considered as a monitoring “finding” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency any such plan would be resolved with Subrecipient’s program and/or executive staff and may be sent to Subrecipient’s board of directors.

Any low scores may trigger a formal monitoring. Low scores on the Subrecipient Scorecard is subject to review by the allocation committee.

REPORTING:

Subparagraph 11.F. of the Agreement requires timely progress reports from Subrecipient. Subrecipient will complete an online quarter report according to the timelines below.

	Dates of Service	Due Date	Period Ending	Fiscal Year
Q1	July 1 – Sept. 30, 2025	Oct. 15, 2025	09/30	FY25
Q2	Oct.1 – Dec. 31, 2025	Jan. 15, 2026	12/31	FY25
Q3	Jan. 1 – Mar. 31, 2026	Apr. 15, 2026	03/31	FY25
Q4	Apr. 1 – June. 30, 2026	July. 10, 2026	06/30	FY25

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the *Davis-Bacon Act, 40 U.S.C. § 276a1-276a7, as amended; the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c*, and all other applicable Federal, state and local laws and

regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part.

Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub) contractors.

TIMETABLE: The project will be completed within the 12-month Agreement's period of performance beginning July 1, 2025- June 30, 2026.

Subrecipient shall not undertake any work nor incur any costs on the Project until it has been informed by County that all environmental protection procedures and requirements prescribed in 24 CFR Part 58 which are applicable to the Project have been accomplished or satisfied.

ATTACHMENT II

SUBRECIPIENT: Woods Cross City
PROJECT: Housing Rehabilitation- Ghizzone Residence
PROJECT NO: 260

PROJECT BUDGET

I. Estimated Total Project Cost: \$150,000
II. Budgeted CDBG Expenditures:
Construction Costs: \$150,000

TOTAL CDBG EXPENDITURES: \$150,000

All other funding needed to complete this project is the responsibility of Subrecipient.

Other funding sources	\$0.00
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In no case will reimbursement exceed Subrecipient's actual costs. Subrecipient will maintain records necessary for justification and verification of such costs.

Services must be provided before the end of the period of performance of June 30, 2026. A final invoice must be received with payment issued before the contract end date of July 31, 2026

ATTACHMENT III

Subrecipient Score Card

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Participation Agreement WITH CDBG ASSISTANCE (Home Piers – Farm Meadows CRA)

David Ghizzone
1227 S 1050 W

This Participation Agreement (this “Contract”) is entered into by and between the Redevelopment Agency of Woods Cross City (the “Agency”), and each “Homeowner” identified in the signature page, jointly and severally, effective as of the date appearing next to the signatures (the “Effective Date”). The Agency and Homeowner are sometimes referred to each as a party or together as the parties. The Contract terms are as follows:

1. BACKGROUND

The Agency has created the Farm Meadows Community Reinvestment Project Area (the “Project Area”) within the boundaries of the City of Woods Cross, Utah (the “City”). The Agency has identified certain Agency funds in conjunction with CDBG (Community Development Block Grant) funds made available through Davis County that may be or become legally available for housing related improvements within the Project Area. Many of the homes in the Project Area have been significantly damaged due to latent soil conditions. The affected homes require substantial improvement in order to remediate the underlying soil problem and the resulting damage to the home structures. Homeowner(s) confirms that they are the legal owner and occupant(s) of an affected home within the Project Area and located at the address appearing next to the Homeowner’s signature *below* (the “Home”). The purpose of this Agreement is to establish the terms on which the Agency and Homeowner will jointly participate in the cost of repairing the Home in compliance with the City, County, and Federal regulations. The Homeowner and Agency will work cooperatively in all aspects of the repair and improvement work to the Home. The Homeowner grants the Agency exclusive rights under this Agreement to solicit bids, oversee the project, and ensure compliance with the laws and regulations related to the work, and nothing else. The Agency adopted a policy for participation in these situations, under Resolution No. 2018-117 adopted by the Governing Board of the Agency on August 21, 2018 (the “Authorizing Resolution” a copy of which is attached as **Exhibit A**). The terms of the Authorizing Resolution are incorporated into and made an integral part of this Contract. If there is any conflict between the body of this Contract and the terms of the Authorizing Resolution, the Authorizing Resolution will control.

2. DEFINITIONS

These words have the meanings assigned, for purposes of this Agreement:

2.1 **APPROVED CONTRACTOR**

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“Approved Contractor” means any contractor licensed in the State of Utah to perform the Remediation Work, and capable of performing the Remediation Work as determined by the Executive Director of the Agency in the Executive Director’s reasonable discretion.

2.2 REMEDIATION WORK

“Remediation Work” means any work necessary for the remediation of the latent soil conditions and resulting damage to the Home, which will include, at a minimum, shoring with foundation piers down to a depth of at least 70 feet.

2.3 REPAIR CONTRACT

“Repair Contract” means a contract entered into, or to be entered into, by and between the Agency and an Approved Contractor, under which the Approved Contractor agrees to provide the Remediation Work to the Home.

2.4 REPAIR PRICE

“Repair Price” means the total amount to be paid to the Approved Contractors under the Repair Contracts, collectively, as set forth in the Repair Contract(s) and as amended by change order or amendment from time to time (subject to approval of the Agency Executive Director as provided *below*).

3. HOMEOWNER OBLIGATIONS

The Homeowner must do each of the following, each of which is a condition to each of the Agency’s obligations under this Agreement:

3.1 SOLICITATION OF REPAIR CONTRACT(S)

The Homeowner must work cooperatively with the Agency to allow entry into the home by one or more Repair Contractors to prepare bids that must be submitted to the Executive Director (or agent) of the Agency a fully signed Repair Contract Proposal. Once a qualified Repair Contract(s) is selected and engaged by the Agency the Homeowner agrees to take all steps, and satisfy all conditions, required for (i) enforceability of each Repair Contract, (ii) avoiding a default of any kind under each Repair Contract, and (iii) allow reasonable access for the contract to be fulfilled. Despite anything in this Agreement to the contrary, the Agency will not contribute any funds for any cost or damage that results from a failure of the Homeowner to comply with the Homeowner’s obligations under a Repair Contract.

3.2 HOMEOWNER CONTRIBUTION

The Homeowner’s obligation to contribute a portion of the Repair Price is waived under Section 2.d of the Authorizing Resolution. The Davis County

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CDBG will fund \$150,000 maximum toward the project and the Agency will contribute the remaining balance of the repair contract.

3.3 VERIFICATION OF QUALIFICATIONS

The Homeowner will provide all necessary income tax and related documents to ensure compliance with the Subrecipient Agreement to Conduct a Community Development Project between the Agency and Davis County.

3.4 CURRENT ON CITY OBLIGATIONS

The Homeowner must be up to date on all utility payments and have no outstanding debts, liens, or violations to or with the City. The Agency may complete a records search of City records to verify the Homeowner is in good standing.

3.5 CODE COMPLIANCE

The Home must be in compliance with all applicable ordinances and provisions of the Woods Cross City municipal code.

3.6 NOTIFY COUNTY ASSESSOR

Promptly after the Remediation Work has been substantially completed, (i) the Homeowner agrees to notify the Davis County Assessor that the Remediation Work has been completed, and (ii) if the Homeowner does not timely do so, then the Agency may provide the notification on behalf of the Homeowner.

4. APPROVAL OF REPAIR CONTRACT

4.1 APPROVAL CRITERIA

A Repair Contract will be approved by the Executive Director of the Agency if, and only if, (i) all of the requirements and criteria set forth in the Authorizing Resolution are satisfied as determined in the sole discretion of the Executive Director of the Agency, (ii) the Repair Contract requires approval of the Executive Director of the Agency for any change orders, add-ons, or overruns, (iii) the Agency's engineer has reviewed the Repair Contract and accompanying plans and specifications and, in the engineer's sole discretion, has determined that the work described will fully remediate the Home in all required aspects, and (iv) the Repair Contract requires the Contractor to do at least all of the following in exchange for the Repair Price:

- A. mobilization, permits, installation of all temporary facilities, bringing all necessary construction equipment to the site, temporary facilities, and removal of all equipment;

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- B. coordination with the Homeowner, demolition, engineering, geotechnical work, excavation, removal and disposal, traffic control measures, restoration of structural elements, maintenance of safety to the property, necessary removal and replacement of sidewalk, driveways, steps, porches, maintenance of utility lines and other items to render the residence safe and usable by the property owner; and
- C. pier installation, including necessary demolition, excavation, dewatering, trench excavation, trench reinforcing, piers, grouting, attachments, backfill, compaction, grading, surface restoration, hauling of displaced materials to a suitable location.

4.2 HOMEOWNER REQUIREMENTS

To avoid ambiguity, the Agency acknowledges that a Repair Contract will not require or permit the Contractor to do any of the following (meaning all of the following will be left to the sole cost of the Homeowner, and the Agency will not pay for or reimburse for any of the following):

- A. restoration of cosmetic improvements, including flooring, wall board, paint, furnishings, decorations, landscape, sprinklers, trees, grass, bushes, fencing, electrical elements, lighting;
- B. any temporary accommodations (*e.g.*, hotel room or other housing during any phase of construction);
- C. betterments/improvements beyond restoration work;
- D. repair of incidental damage to exterior or interior non-structural items; and
- E. sweat equity (*e.g.*, any payments to Homeowner or any person other than the Approved Contractor).

4.3 AVAILABLE AGENCY FUNDS

The Homeowner acknowledges that the Agency does not have unlimited funds available for the immediate repair of all affected homes within the Project Area. The Agency will not approve any Repair Contract for which the Agency has not appropriated legally available funds.

5. PAYMENT BY THE AGENCY

The Agency will pay the Agency Contribution directly to the Approved Contractor(s) promptly upon satisfaction of each of the following:

- A. All work required under each Repair Contract has been completed;
- B. All work has been inspected and approved by the Agency; and

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- C. All work has been inspected and approved by the inspector of Woods Cross City, and a Final Inspection Certificate has been issued.

Despite the foregoing, however, the Agency may in the discretion of its Executive Director provide upfront payment to the Approved Contractor(s) of an amount up to one-half of the Repair Price.

6. TERMINATION

This Agreement will remain effective and enforceable until terminated by either party, up to a maximum of three years (after three years, the Contract will automatically terminate). Each party has the right to terminate this Agreement at any time, for any reason, by providing written notice to the other party at the party's last-known mailing address and, if available, last-known email address. Upon termination, the Agency will remain obligated to pay any already-approved Repair Contract. No further Repair Contracts will be approved by the Agency after termination of this Agreement.

7. INDEMNIFICATION

Homeowner agrees to indemnify, defend (with counsel of Agency's choosing), and hold the Agency, the City, and all of its/their respective officers, employees, representatives, attorneys, and agents ("Indemnified Parties"), harmless from and against any and all claims, damages, fines, penalties, losses, of any nature, whether now existing or arising in the future, including attorney's fees and costs, that any Released Party suffers, incurs, pays, may suffer, or is obligated to incur or pay, or becomes obligated to incur or pay, arising out of or relating in any way to any to the subject matter of this Agreement, including the soil conditions, the home damage described, and the repair work that may or may not be completed on the Home.

8. RELEASE

Homeowner assumes all the risk relating to the improvement of the Home or under any Repair Contract. Homeowner immediately, forever, and irrevocably releases the Agency, the City and all of its/their respective officers, employees, representatives, attorneys, and agents, for and from any and all claims, damages, fines, penalties, losses, of any nature, whether now existing or arising in the future, including attorney's fees and costs, that Homeowner suffers, incurs, pays, may suffer, or is obligated to incur or pay, or becomes obligated to incur or pay, arising out of or relating in any way to any to the subject matter of this Agreement, including the soil conditions, the Home damage described, and the Remediation Work performed under any Repair Contract.

9. NO LIABILITY OF OFFICIALS OR EMPLOYEES

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No director, officer, agent, employee, or consultant of the Agency is or will ever be personally liable to the Homeowner in the event of any default or breach by the Agency or for any amount which may become due to the Homeowner or on any obligations under the terms of this Agreement.

10. COUNTERPARTS/SIGNATURES

This parties may sign any number of counterparts of this Agreement. Each counterpart will be considered an original and together the counterparts will constitute one and the same agreement. Electronic signatures or copies of signatures are sufficient and have the same force as original signatures.

11. GOVERNING LAW/VENUE

Utah law governs this Agreement. Any legal action or proceeding under or relating to this Agreement may be brought only in a court sitting in or serving Davis County, Utah. Each party waives any objection regarding venue or inconvenient forum. Each party to this Agreement submits to the jurisdiction of any court sitting in or serving Davis County, Utah, and its/their appellate courts, for the purposes of all legal actions and proceedings under or relating to this Agreement.

12. INTEGRATION/WAIVER

This Agreement, including any attached exhibits, constitutes the entire agreement of the parties regarding the subject matter. This Agreement may not be modified or amended without the written agreement of both parties. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

13. ASSIGNMENT

Neither party may assign or delegate any interest in or obligation under this Agreement, in whole or in part, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, without the written consent of the other party.

14. SEVERABILITY

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If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

15. NO PARTNERSHIP

This Agreement does not constitute or create a partnership, joint venture, joint undertaking, or agency relationship of any kind among the parties. No party to this Agreement has the right or authority to make representations, act, or incur any debts on behalf of the other. No party is acting as an agent for an undisclosed principal or as a nominee. No employment relationship is created by this Agreement.

16. ASSIGNMENT OF RIGHTS

The Homeowner hereby immediately and irrevocably assigns to the Agency all of the Homeowner's rights, claims, damages, actions, and remedies under or relating in any way to each Repair Contract effective immediately upon execution of such Repair Contract(s) by the Homeowner.

17. MISCELLANEOUS

This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the identified parties. This Agreement will not be construed in favor of or against any party for any reason, including because of authorship. With regard to all dates and time periods set forth in this Agreement, time is of the essence. Homeowner acknowledges the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from the City.

[End of Terms – Signature Page Follows]

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This Participation Agreement is agreed to as of _____, 20____ by:

AGENCY:

Bryce K Haderlie, Executive Director

Attest:

Secretary

HOMEOWNER(S): David Ghizzone

Signature: _____ Date: _____

Printed Name: _____

“Home” address: 1227 S 1050 W, Woods Cross, UT

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Exhibit A

Authorizing Resolution

(attached)

REDEVELOPMENT AGENCY OF WOODS CROSS CITY

Resolution No. 2022-136

A RESOLUTION ADOPTING A REVISED POLICY REGARDING AGENCY PARTICIPATION IN HOME SHORING PROJECTS WITHIN THE FARM MEADOWS COMMUNITY REINVESTMENT AREA, AND RELATED MATTERS.

WHEREAS, the Agency has previously established the Farm Meadows Community Reinvestment Project Area (the "Project Area");

WHEREAS, the Agency has identified certain Agency funds that may be or become legally available for housing related improvements within the Project Area;

WHEREAS, many of the homes in the Project Area have been significantly damaged due to latent soil conditions, and those homes require substantial shoring/pier improvements in order to remediate the resulting damage to the home structure;

WHEREAS, the Agency adopted a policy for participation in these situations, under Resolution No. 2018-117 adopted by the Governing Board of the Agency on August 21, 2018; and

WHEREAS, the Agency adopted a revised policy for participation in these situations, under Resolutions No. 2018-117, 2018-119, 2018-124 and 2020-130.1 adopted by the Governing Board of the Agency on September 4, 2018; and

WHEREAS, the Agency is adopting this resolution to establish a revised policy for Agency participation in the costs for remediating the affected homes in the Project Area, and this resolution will entirely replace and supersede the Resolution No. 2018-119 and any other resolution relating to this matter.

Now, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF WOODS CROSS CITY:

1. The Board finds and determines that the Agency's participation in funding shoring/pier improvements to the affected homes in the Project Area is necessary and desirable in order to preserve the community as a whole and to avoid blight and is in harmony with the goals and objectives of the Farm Meadows Community Reinvestment Project Area Plan. The adoption of this resolution and the policy contained in this resolution will be a significant public benefit to the residents of Woods Cross City. Resolution No. 2018-119 is hereby repealed; this resolution entirely supersedes and replaces Resolution No. 2018-119 and subsequent revisions.

2. The Agency may, subject to approval of the Executive Director on an individual case-by-case basis, participate in providing a grant for the improvements to affected homes in the Project Area, on the following terms and conditions:

- a. The Agency and homeowner must enter into a Participation Agreement outlining the details of the Agency's obligations and the homeowner's obligations. The Executive Director is authorized to enter into those Participation Agreements in the Executive Director's sole discretion after determining that the Participation Agreement complies with this resolution.
- b. The homeowner will be responsible for obtaining bids and entering into contracts for all required improvements to the home, directly with approved contractors. The Agency will not directly enter into any contracts with any contractors, materials suppliers, or any other person other than the homeowner. The Agency's exclusive role will be to provide grant funding as described in this resolution.
- c. All contractors must be properly licensed and in good standing in the State of Utah.
- d. Unless the homeowner qualifies under the Income Targeted Housing definition found in Utah Code Ann. 17C-1-102(32) ("housing that is owned or occupied by a family whose annual income is at or below 80% of the median annual income for a family within the county in which the housing is located"), as determined by the Executive Director based upon evidence submitted by the homeowner, then the homeowner must agree to pay a minimum amount equal to 10% of the total amount paid by the Agency. Homeowners who meet the definition of Income Targeted Housing may not be required to contribute to the cost (meaning the Agency may pay 100%).
- e. Homeowners who do not meet the definition of Income Targeted Housing may borrow funds to cover all or a portion of the homeowner's share of the cost up to \$20,000, through a loan secured by a deed of trust upon the home. Each loan will have a ten-year maturity, will be paid in full at or before maturity, will require annual installment payments, will bear interest at the rate for the full term of the loan of equal to the most current Utah Public Treasures' Investment Fund 365 Day Rate plus 3.00% per year, and will have no prepayment penalty.

A short-term loan for up to \$75,000 may be secured by a deed of trust upon the home under the following conditions:

- i. The total amount of obligations against the home (mortgage, 2nd mortgage, this loan, etc.) may not exceed 80% total for the value of the home. The city may require the homeowner to provide a current appraisal to confirm the loan to value ratio when necessary.

- ii. The loan will be for a maximum of two (2) year maturity, will be paid in full at or before maturity, will require monthly installment payments based on a 20-year amortization schedule, will bear an interest rate equal to the most current Utah Public Treasures' Investment Fund 365 Day Rate plus 5% annually, and will have no prepayment penalty
- f. The homeowner must contract for all work and improvements needed to bring the home into full code compliance, and to fix all structural issues and damage for a useful life of at least 50 years.
- g. The contractor must be obligated to install piers down to a minimum depth of 70' below surface, as part of the base contract price.
- h. All plans and specifications must be stamped with approval by a licensed Professional Engineer.
- i. The homeowner must be current on all Woods Cross City utility payments and have no outstanding debts, liens, or violations with Woods Cross City.
- j. Other than the issues resulting from the latent soil conditions, the home must be in compliance with all applicable ordinances and provisions of the Woods Cross City municipal code.
- k. The Executive Director of the Agency has identified sufficient legally available and appropriated Agency funds for the grants.
- l. All work must be required to be complete ten weeks and in compliance with all applicable codes, rules, regulations, ordinances, and laws.
- m. The Agency will contribute grant money solely to the costs required for structural repairs needed to bring the home into code compliance, and nothing else. To be clear, the Agency will not provide grant money for cosmetics, improvements/betterments, landscaping restoration, or any other non-essential, non-structural costs of any kind.
- n. The maximum amount the Agency will grant (subject to the homeowner first satisfying its obligation to contribute the 10% match as described above) per home is \$100,000.00.
- o. The Agency will require copies of all invoices and payment receipts. The Agency will not make any grant payments until the homeowner has first paid all amounts required to be paid by the homeowner (such as, for example, the 10% homeowner matching contribution and any amounts beyond the maximum amount the Agency agrees to pay under subsection n above).

- p. The Agency will not participate, in whole or in part, in paying for any change orders, add-ons, or overruns that are not approved by the Executive Director (in the Executive Director's sole discretion) in advance. All change orders, add-ons, or overruns will, if approved, still be subject to the maximum amount the Agency agrees to pay under subsection n above.
- q. An engineer engaged by the Executive Director must review and approve each contract, for compliance with the terms and conditions described in this resolution.
- r. The Agency may, in the Executive Director's sole discretion, provide upfront payment of an amount up to one-half of the contract price under approved contracts. The Agency will not make any additional payments (beyond the upfront amount up to one-half) until all work has been completed, has been inspected and approved by the Woods Cross City Inspector, and has been inspected and approved by the Executive Director or any person designated by the Executive Director (such as, for example, the Woods Cross City engineer).

3. The Agency desires to remediate the latent soil condition on as broad a scale as possible within the Project Area, with the understanding that community-wide improvement is the prime objective, and also with the understanding that available Agency funds are limited. Accordingly, it is critical for the Agency to prioritize need in order to maximize the beneficial use of available Agency funds. The Executive Director, working with Agency consultants, ~~should~~ establish a procedure for establishing priority, with the overarching goal of helping as many homeowners as possible for the greatest possible community-wide positive impact. Factors that should play a key role prioritization include (i) preference to homes that have been owned since before January 1, 2015, and (ii) extent of structural damage, with a strong preference to homes with greater structural damage.

4. Home Shoring Application Policy and Procedure

a. Policy

The Redevelopment Agency of Woods Cross City (the "Agency") has created the Farm Meadows Community Reinvestment Project Area. One of the primary reasons for creating that project area is to incentivize homeowners to remediate a pervasive condition of sinking homes in the area. In line with the policy considerations outlined in the authorizing resolution identified above, the following procedure governs the priority selection of homes to receive tax increment participation from the Redevelopment Agency of Woods Cross City in the Farm Meadows Community Reinvestment Project Area. The governing body of the Agency has determined that this procedure below is the most likely method of accomplishing the goals set forth in the policy, including, without limitation, (i) leveraging available public funds for maximum effect, (ii) equalizing the opportunity for affected homeowners, (iii) prioritizing affected homes, (iv) preserving and re-establishing the tax base, and (v) preserving and

revitalizing entire neighborhoods, and the community as a whole, on as broad a scale as possible.

Homeowners must be able to pay their required contribution within thirty days after receiving a notice of award from the Agency; inability to do so will void the application.

The Agency will prioritize, and award available funds based on two rounds of homeowner applications. In general, priority in the first round will be based on structural damage, while priority awards in the second round will be based on the total dollar amount of contribution by the homeowner. Two rounds based on different selection criteria will ensure that Agency funds both (i) address the most time-sensitive structural issues in the project area, and (ii) are suitably leveraged for maximum impact within the entire project area.

b. Procedure

Overview

The Agency Board will review applications in a series of two rounds, one after the other. Round One may have two subcategories, including a general pool, and an income targeted housing funds pool if income targeted housing funds are available. All applicants are potentially eligible in the general pool. Only applicants meeting the Utah statutory definition of "income targeted" are potentially eligible in the income targeted housing funds pool. Round Two will have only one selection pool. The Agency will pay up to 90% of the cost of repair on approved applications in Round One (and, in the case of income targeted housing funds applications, potentially up to 100%, in the Agency Executive Director's sole discretion, if sufficient funds are available and sufficient applicant need is verified), up to a maximum of \$100,000.00. The Agency will pay a maximum of \$50,000.00 toward any application in Round Two.

c. Round One - Structural Need Round

Round One will be based primarily on structural need. Up to \$200,000.00 of Agency funds will be available in the general pool in Round One, plus any available funds in the income targeted housing pool. Applicants must submit a fully completed application on a form provided by the Agency's Executive Director. All required attachments/supporting documents must be included with the application form.

The Agency will review applications for completeness and will then award a "structural need" score based on a variety of weighted criteria based on the information provided in the application. The Agency will rank all applications based on structural need. The Agency Board will then allocate available Agency funds in order of rank. If there is a tie, the Agency will break the tie based on length of ownership. Longer length of ownership equals higher priority in the tie breaker.

Available Agency funds not awarded to the general pool in Round One will carry over for allocation in Round Two. Income targeted housing funds will not carry over. If any funds are awarded to an applicant that then fails to meet all of the conditions required for receipt of those funds, the Agency will re-award those funds by returning to the priority list and selecting the next application on that list.

Income Targeted Pool: The Agency will identify any homeowners who indicate on the application that they meet the definition of "income targeted" (generally means earning 80% or less of the Davis County median income, based on household size). Those income targeted applications will also be simultaneously, but separately, ranked according to the same structural need criteria and evaluation. The Agency will allocate available income targeted housing funds first and will then allocate funds in the general pool. Meeting the definition of "income targeted" therefore increases a homeowner's chances of receiving available Agency funds. The availability of income targeted housing funds does not diminish any applicant's likelihood of approval.

i. Eligibility Requirements to Apply in Round One

To be eligible for an award in Round One, the applicant must:

1. Be a natural person, meaning business entities are not eligible in Round One (to clarify, the trustee of a revocable trust may be considered a natural person upon approval by the Agency's legal counsel, if the trustee is also a settler and beneficiary of the trust)
2. Own a home within the boundaries of the Farm Meadows Community Reinvestment Project Area
3. Commit to contribute, and as a condition to receiving any Agency funds, actually contribute personal funds in the amount required to fully complete the home shoring improvements (which must be at least the amount shown as the homeowner contribution in the application)
4. Provide a fully completed application, with all required supporting documentation, and any other information reasonably requested by the Agency's Executive Director (or designee)
5. Request no more than \$100,000.00 from the Agency
6. Request no more than 90% of the total home repair cost from the Agency
7. Agree to comply with all Agency requirements set forth in Resolution No. 2018-119 adopted by the Agency on September 4, 2018

ii. Eligibility Requirements to be Also Considered in the Income Targeted Housing Funds Pool

To be eligible for simultaneous consideration in the income targeted housing funds pool, the applicant must, in addition to meeting the general requirements for Round One (except the \$100,000 and 90% maximums may not apply), also:

1. Provide proof of meeting the statutory definition of "income targeted" (currently, this means 80% or less of the County median income based on household size). Proof of income generally means showing the last two years of federal income tax returns

d. Round Two - Competition Round

Round Two is a competition round. Up to \$100,000.00 of Agency funds will be available in Round Two. Using the same structural need scoring system applied by the Agency in Round One, the home must have a minimum score of 10.

The Agency will award available funds based on the dollar amount requested from the Agency by the homeowner. Applicants must submit a fully completed application on a form provided by the Agency's Executive Director. All required attachments/supporting documents must be included with the application form.

The Agency will review applications for completeness and will then award a score based on the total dollar amount the homeowner is requesting from the Agency. The score will equal the total dollar amount the homeowner is requesting from the Agency. Lower score equals higher priority.

If there is a tie, the Agency will break the tie based on length of ownership. Longer length of ownership equals higher priority in the tie breaker.

Available Agency funds, as allocated by the Agency's governing board, will be offered to each applicant in order of priority until either (i) all available agency funds have been awarded, or (ii) all available agency funds have been offered to all the applicants (again, in order of priority). If there happens to be a leftover balance in any year, the Agency's Executive Director is given broad discretion regarding the use of that leftover balance within the project area, including, potentially, funding improvements on homes that did not meet the minimum score requirement for priority award in Round One.

If any funds are awarded to an applicant that then fails to meet all of the conditions required for receipt of those funds, the Agency will re-award those funds by returning to the priority list and selecting the next application on that list.

- i. Eligibility Requirements to Apply in Round Two

To be eligible for an award in Round Two, the applicant must:

1. Own a home within the boundaries of the Farm Meadows Community Reinvestment Project Area

2. Commit to contribute, and as a condition to receiving any Agency funds, actually contribute personal funds in the amount required to full complete the home shoring improvements (which must be at least the amount shown as the homeowner contribution in the application)

3. Provide a fully completed application, with all required supporting documentation, and any other information reasonably requested by the Agency's Executive Director (or designee)

4. Have a home with a minimum structural need score of 10 as described above

5. Request no more than \$50,000.00 of Agency funds


6. Agree to comply with all Agency requirements set forth in this resolution.

This resolution takes effect upon adoption.

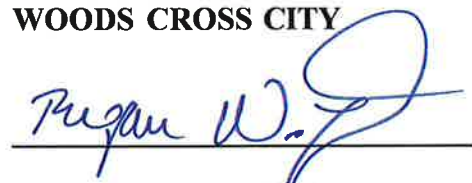
**PASSED AND ADOPTED BY THE RDA BOARD OF WOODS CROSS CITY,
STATE OF UTAH, ON THIS 6th DAY OF DECEMBER 2022.**

ATTEST:

WOODS CROSS CITY



Annette Hanson, City Recorder



Ryan Westergard, Chair

VOTING:

Julie Checketts	Yea <u>X</u>	Nay <u> </u>
Jessica Kelemen	Yea <u>X</u>	Nay <u> </u>
Wallace Larrabee	Yea <u> </u>	Nay <u>absent</u>
Matt Terry	Yea <u>X</u>	Nay <u> </u>
Gary Sharp	Yea <u>X</u>	Nay <u> </u>
Ryan Westergard	Yea <u> </u>	Nay <u> </u> [tie vote only]





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: December 11, 2025

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: **Resolution Approving the Agreement with Backflow Solutions Inc. to Track Backflow Assemblies**

Recommendation

City Staff recommends the City Council approve the Resolution approving the agreement with Backflow Solutions Inc for software to track backflow assemblies.

Budget

The cost of implementation. \$500, and an ongoing yearly subscription cost of \$995 will be paid for out of budget line 51-40-310

Background

Utah State rule R309-102-12 requires that the City keep an inventory of all backflow assemblies (both privately owned and city-owned) and maintain test and repair records linked to the City's water system. This requirement aims to protect the city's drinking water and safeguard residents from back siphonage of contaminants that could cause harm.

Currently, this inventory is maintained in an Excel table format, requiring ongoing updates and monitoring. This process has become overly cumbersome and prone to errors, especially when sending out notices. Staff have worked to reduce mistakes and ease frustration for the city's users. Multiple high-hazard conditions exist within the City, and maintaining an accurate inventory along with enforcing proper operation of backflow assemblies are essential parts of the City's Cross Connection Program to ensure water supply safety.

City staff has researched and found that tracking software with automated reminder email functions has been successful in other cities and water systems. They identified that Backflow Solutions Inc's product best suits our needs. This software will decrease errors, maintain a current inventory of assemblies, and allow staff to dedicate more time to conducting site surveys of commercial, industrial, and retail properties, ensuring that all city customers are contributing to water supply protection. Site surveys are a core component of the City's Cross Connection Program.

RESOLUTION: 2025-957

**A RESOLUTION APPROVING THE AGREEMENT WITH BACKFLOW SOLUTIONS
INC TO TRACK BACKFLOW ASSEMBLIES**

WHEREAS, Woods Cross City is responsible for the operation, maintenance, protection, and compliance of the City's Water System; and

WHEREAS, the Woods Cross City Council (City Council) has designated the Public Works Department to operate and maintain the Water System, City Code Section 9-01-020; and

WHEREAS, Woods Cross City is required to protect the City's Water supply by preventing contamination from back siphonage or backflow. State Rule R309-102-12 of the Utah Drinking Water Rules and Regulations and City Code 9-01-450.; and

WHEREAS, City Code 9-01-450.(f) requires staff to inventory all backflow prevention assemblies owned by Water customers, track yearly tests, and repairs, staff have solicited the tracking and compliance software for Backflow assemblies.

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

1. That the Council authorizes the Mayor to sign the Subscription Agreement with Backflow Solutions INC.
2. The city will bear the cost of the implementation and yearly subscription costs, and the Certified Backflow Assembly Testers will bear the cost of each backflow assembly test report with BSI that is shared with the city.
3. That the Mayor be authorized to sign this Resolution that becomes effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY,
STATE OF UTAH, ON THIS 16TH DAY OF DECEMBER 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]



SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between **Backflow Solutions, Inc. (BSI Online)**, an Illinois corporation ("BSI") and Woods Cross City, Utah (the "Water Purveyor"). BSI and the Water Purveyor hereby enter into an online agreement whereby BSI will perform certain notification and data management functions on behalf of the Water Purveyor. The Water Purveyor will provide BSI with the information described hereafter and require all companies performing backflow assembly tests within the Water Purveyor's jurisdiction to submit test results online to BSI Online.

1. **BSI RESPONSIBILITIES.**

- a. Maintain the secure online database to ensure a functional backflow assembly tracking system that is easy to understand and use by licensed testers. BSI shall also maintain an internet website where testers shall input all data related to the backflow tests performed in the Water Purveyor's jurisdiction.
- b. BSI to send notifications annually to the Water Purveyor's identified customers who have a backflow assembly due for testing. The number of notifications sent will align with the Program Package chosen by the Water Purveyor.
- c. BSI to assist with backflow-related customer support to the Water Purveyor, their customers, and the local backflow testing community. All support is provided virtually via phone or email.
- d. BSI to provide the Water Purveyor with reports, access to data, and an unlimited number of users.

2. **WATER PURVEYOR RESPONSIBILITIES.**

- a. Provide BSI with the most current backflow assembly test records in CSV, XLS, or XLXS format.
- b. Provide BSI with a point of contact for program questions, comments, and/or concerns while contracted with BSI.
- c. Should enforcement efforts be necessary, this is the sole responsibility of the Water Purveyor.
- d. To facilitate the payment process, please provide BSI with a point of contact for future invoices.

Contact Name: Annette Hansen Email: ap@woodscross.gov

Billing Address: 1555 S 800 W, Woods Cross UT 84087

3. **PACKAGE OPTIONS FOR ANNUAL BACKFLOW TRACKING.**

- a. **The Water Purveyor shall choose the preferred Program Package from the below three (3) options.** This choice relates directly to BSI Responsibilities in 1b above. Any future alterations to BSI's Program Package or the Water Purveyor's choice of Program Package shall be subject to an Amendment to this Agreement.
- b. The cost of mailing materials, postage, and labor are built into the pricing below, unless otherwise noted in the Cost clause of this Agreement.
- c. **TIER 1: STANDARD PACKAGE**
 - i. BSI to send up to two (2) notifications, Test Due Notice and Overdue Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database.
 - ii. BSI charges the Water Purveyor **\$495 annually**. Testers shall pay BSI a data entry charge of **\$15.95 per test report submission**.
- d. **TIER 2: PREMIUM PACKAGE**
 - i. BSI to send up to three (3) notifications, Test Due Notice, Overdue Notice, and Failed Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database. The Failed Notice will be sent one (1) day after a failed test report has been entered into the online database.
 - ii. BSI charges the Water Purveyor **\$995 annually**. Testers shall pay BSI a data entry charge of **\$16.95 per test report submission**.
- e. **TIER 3: ELITE PACKAGE**



- i. BSI to send up to four (4) notifications, Test Due Notice, Overdue Notice, Final Notice, and Failed Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database. The Final Notice will be sent at a time frame determined by the Water Purveyor and will typically have language congruent with the Water Purveyor's ordinance, bylaw, or local code. The Failed Notice will be sent one (1) day after a failed test report has been entered into the online database.
- ii. BSI charges the Water Purveyor **\$1,995 annually**. Testers shall pay BSI a data entry charge of **\$18.95 per test report submission**.

4. COST AND ADDITIONAL SERVICES (IF APPLICABLE).

- a. **ANNUAL BACKFLOW TRACKING.** Water Purveyor opts for Program Package: [Tier 2 the Premium Package](#). BSI to charge Water Purveyor \$995 annually.
 - i. **INDUCEMENT.** Water Purveyor acknowledges and agrees that to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the online database the **data entry charge of \$16.95 per report** (the "Filing Fee") shall be **paid by the tester** prior to uploading the test data to the online database.
 - ii. **IMPLEMENTATION.** BSI to charge Water Purveyor a one-time implementation fee of \$500.
 - iii. **OPTIONAL REBATE PROGRAM.** If the Water Purveyor should add additional funds to BSI's Filing Fee, BSI will charge a 5% processing fee to the rebate amount.
 - iv. **PRICE ESCALATION.** BSI reserves the right to escalate prices under this agreement. \$2 or annual average CPI, whichever is greater.
 - v. **CUSTOM REQUESTS.** Any changes or requests that differ from BSI's established scope of work on the following page(s) or the request for additional services will be subject to additional fees.

5. PRIVACY.

- a. BSI gathers data from the Water Purveyor to assist in the management of the backflow program. BSI will make no use of any personal information provided for any purpose other than the carrying out of its duties. This restriction shall include the sale, assignment, transfer, or release of such information to any third party.

6. PERIOD OF SERVICE.

- a. **TERM.** The Term of this Agreement shall be for one (1) year from the Effective Date and will automatically renew each year thereafter for a period equal to the Initial Term.
- b. **TERMINATION.** If the Water Purveyor wishes to discontinue the services provided in this Agreement, BSI requires at least thirty (30) days written notice. No refund of amounts will be given for early termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BACKFLOW SOLUTIONS, INC.,

An Illinois corporation ("BSI")

Signature: _____

Name: Samantha McCarthy

Title: Sales Representative

Date: _____

Address:

12609 South Laramie Avenue

Alsip, Illinois 60803

A body politic and corporate (the "Water Purveyor")

Signature: _____

Name: Ryan Westergard

Title: Mayor

Date: _____

Address:

1555 S 800 W

Woods Cross UT 84087



TRACKING SCOPE OF WORK

Data Transition* - BSI will prep your electronic file for import into the BSI Online system. CSV, XLS, and XLXS are preferred. We can assist with paper records for a fee.

**BSI establishes the database to consolidate assemblies into a smaller number of accounts per unique address. This established and trusted process helps reduce the amount of mail and notifications sent to a unique property. If you request separate accounts per assembly (unique address receiving multiple letters), a data storage/processing fee will be charged.*

Cloud-Based Test Submittal - Test entry is cloud-based, enabling the testers to access the program from anywhere, whether they are in the field or at their office. This allows for real-time submittal of test reports.

Key Performance Indicators & Reporting - BSI Online provides real-time data, including pre-built and customizable reports. All information is accessible 24/7 and downloadable in CSV format.

Users - Water Purveyor can have an unlimited number of simultaneous users. Our solution allows each user to have different roles and permissions tailored to the Water Purveyor's needs.

User Logs - BSI Online is built on the foundation of accountability and transparency. All transactions are time-stamped with usernames, allowing the Water Purveyor to monitor issues, comments, or concerns in real time.

Notifications* & Archived Copies - Water Purveyor chooses the preferred program package. BSI automates two (2) to four (4) notifications to customers with identified testable backflow assemblies. All mailings are handled in-house, leveraging decades of experience to ensure timely and efficient delivery. Notifications are sent via USPS First-Class Mail and furnished with the Water Purveyor logo. All notifications are time-stamped per property for full transparency.

**With our tracking scope of work, BSI is only sending letters to properties that have backflow assembly information. Should the Water Purveyor desire BSI to generate and mail other/additional letters such as notices to properties that do not have assembly information (remediation and installation notices), this is considered an extra service and must be purchased separately.*

Additional Notifications - To help increase testing compliance for known assemblies, clients can utilize our Letter Template feature to create, generate, print, and mail compliance or enforcement letters.

Returned Mail* - BSI can assist with returned mail. Our return address would be listed on notification letters. We would research why it got returned, find a new mailing address, and re-send the notification letter.

**Should the Water Purveyor be unwilling or unable to provide BSI with the requested customer billing information, returned mail will be sent back to the Water Purveyor for research and action.*

Validation of Test Results - Each test form is coded to automatically determine pass/fail based on the State standards per assembly type. Results are instantly updated in BSI Online, with copies of each test report accessible to the tester, Water Purveyor, and water customer.

Validation of Credentials - BSI verifies tester and testing company credentials, including test gauge calibrations. Expired credentials trigger the tester to be locked out until updated documentation is submitted to BSI and properly vetted. This proactive approach is integral to the integrity of your program.

Expert Support - We offer unlimited virtual customer service at no additional cost. Dedicated teams for testers and water customers ensure inquiries are handled by our expert personnel, reducing the burden on your staff. The Water Purveyor is also assigned a dedicated account manager focused on ensuring program success.

Water Customer Portal - All properties have a unique identifier, a Customer Confirmation Number (CCN). Water customers can use the CCN to access their records, including notifications, the most recent backflow test reports, and a list of licensed backflow testing companies that meet the criteria set by the Water Purveyor.

Product Support - Our in-house development team quickly identifies and resolves user issues to ensure continued system reliability and operational efficiency.

AWS Security - BSI partners with Amazon Web Services (AWS) for industry-leading security, cloud-based data storage, and flexibility as your program grows.



Public Hearing - Action Item

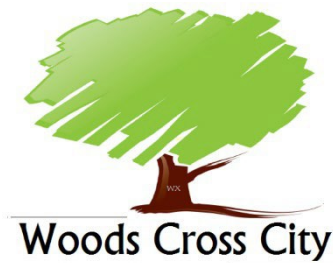
Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: Dec. 9, 2025

Re: Public Hearing and Discussion on Possible Disposal of Surplus Property



During this agenda item, it is anticipated that the city council will:

1. Hold a public hearing on the possible disposal (sale) of the city property, identified below.
2. Deliberate and determine if the council wants to declare the subject properties as “surplus property”.
3. Deliberate and determine if it wants to engage an agent to market the property and prepare a sealed bid process.

Background Information

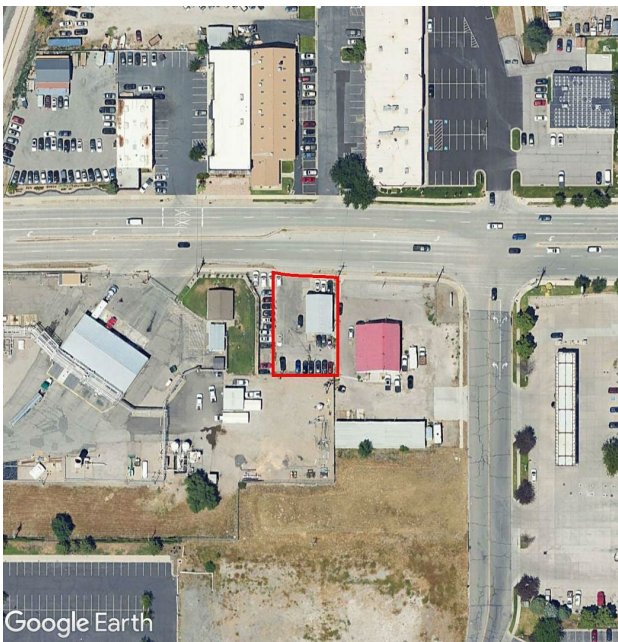
In accordance with city ordinance 3-15-130, staff has given notice of a public hearing on Dec. 16th (see attached notice). I will be prepared to give a brief introduction, after which the Mayor can open the public hearing.

1. Following the public hearing, the city council may deliberate and determine if it wants to declare one or both properties as “surplus”. A draft resolution has been attached, or the council can declare that it does not intend to sell one or both properties, and close the agenda item.
2. If the city council determines that it wants to sell one or both properties, staff needs to know if the city wants to employ a real estate agent to represent the city. An explanation of the benefits of hiring an agent can be found below.

The public works property located at 1490 S Redwood Road Woods Cross, UT.



The post office property located at 735 W 500 S Woods Cross, UT.



Address	735 West 500 South Woods Cross, Davis County, Utah 84087
Property Type	Used Car Dealership
Owner of Record	Woods Cross City
Tax ID	06-049-0256
Land Area	0.19 acres; 8,102 SF
Gross Building Area	1,320 SF
Percent Leased	100%
Year Built	1970
Zoning Designation	C-2, General Commercial

Benefits of Hiring a Real Estate Agent to Represent the City

I spoke with Brandon Wood, a real estate agent with The Northwood Group that represented the city in 2021 with the purchase of the DeLuna property. Brandon explained that he and his firm have represented other government agencies in selling surplus property.

Brandon explained that for a fee of 6%, the agent prepares marketing material on the property and distributes it to other agents that work with commercial property and puts the advertisement on the MLS (Multiple Listing Service). The agent fields calls from perspective buyers. Brandon explained that with these types of properties, holding the advertisement open for 90 days would allow time to develop interest in the properties. Brandon also shared that he did not see a problem with sharing the appraisal because it will give potential buyers a basis for the bids.

To ensure a fair and open process, Brandon explained that bidders would be instructed to submit sealed bids by a specific date and time and that the seller can refuse all bids. Brandon explained that the city can require the bid to include the price and an explanation of how the new owner would use the property. As a seller, the city can create some stipulations on the future use of the property, but we need to remember that stipulations can impact the value of the property.

The agent can assist after the bids are open by negotiating terms or price within reason. An example would be that one bid proposes to use the property for commercial use that will generate sales tax revenue over another bid where the proposed use would not. Price, future use of the property, and other factors can be considered for long and short-term benefits to the city.

If the council determines that you want to employ an agent to represent the city, staff will work to establish that contractual relationship. Brandon Wood did an excellent job assisting the city with the DeLuna property purchase. If the council instructs staff to negotiate an agreement with Mr. Wood, we will work to ensure that it can be done in compliance with State Code per UCA § 63G-6a. Sub-section 802 and Woods Cross City Code Title 3-15-070 and will be reviewed with legal staff.

Woods Cross City Code

3-15-130. Disposal of Surplus Property.

(a) For purposes of this Section, the following definitions shall apply:

(1) A "significant parcel of real property" shall mean a parcel of one acre or more in size or a parcel having a value of more than \$150,000 as determined by the City Council.

(2) "Reasonable notice" shall mean publishing a notice of the proposed disposition and of a public hearing before the City Council to consider such disposition once in a newspaper of general circulation within the City.

(b) The City shall have the authority to sell, lease, convey and dispose of real and personal property for the benefit of the City as provided by *Utah Code Ann.* § 10-8-2, as amended.

(c) Before the City may dispose of a significant parcel of real property, the City shall:

(1) Provide reasonable notice of the proposed disposition at least 14 days before a scheduled meeting at which the City will hear public comment; and

(2) Hold a meeting at which the City Council accepts public comment on the proposed disposition.

(d) All disposal, leases, or subleases of such property of the City other than a significant parcel of real property, shall be made, as nearly as possible, under the same conditions and limitations as required by this chapter for the purchase of property including notice and bidding procedures.

(e) The City Council may also authorize at its discretion and under such terms and conditions as it may deem desirable, fair and appropriate, considering intended use, property tax value, and the interests of the City, the sale of any surplus property, through public auction or other method designed to best serve the interests of City residents and produce a fair return; the trade or exchange of any surplus property; and the lease or sublease of any surplus property.

CITY OF WOODS CROSS, UTAH
NOTICE OF PUBLIC HEARING AND MEETING TO CONSIDER
PROPOSED SURPLUS and SALE of CITY PROPERTY

Notice is hereby given that the Woods Cross City Council will hold a Public Hearing on Tuesday, December 16, 2025, at 6:30 p.m. to receive public comment regarding the City's consideration to declare certain city-owned real property as surplus and available for sale, as described below, pursuant to Utah Code §10-8-2(4) and Woods Cross City Code §3-15-130. The public hearing will be held at Woods Cross City Hall, 1555 South 800 West, Woods Cross, UT 84087.

Old Post Office Property

Address: 753 West 500 South

Parcel No.: 06-049-0256

Lot Size: 0.19 acres (8,102 sq ft)

Building Size: 1,320 sq ft

Zoning: C-2 General Commercial

Old Public Works Shop Property

Address: 1490 South Redwood Road

Parcel No.: 06-079-0016

Lot Size: 3.00 acres (130,680 sq ft)

Building Size: 12,500 sq ft

Zoning: CRT Commercial/Residential Transition

All interested persons are invited to attend in person or virtually to provide input.

Virtual Participation: Interested persons may also attend the hearing remotely at:

<https://zoom.us/j/9358044960>

You may also access City Council/Public hearings through the meeting agendas posted on Woods Cross City Website: WoodsCross.gov

RESOLUTION NO 2025 - 958

WHEREAS, the Woods Cross City Council (City Council) is delegated the power to control the finances and property of the corporation per Utah Code Annotated (UCA) § 10-8-1; and

WHEREAS, the City Council may dispose of a “significant parcel of real property” following the provisions of UCA § 10-8-2(4) and Woods Cross City Code § 3-15-130; and

WHEREAS, the City Council has provided proper notice, and allowed an opportunity for the public to comment on the proposed disposal of said property referred to in Appendix A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WOODS CROSS CITY, DAVIS COUNTY, UTAH, AS FOLLOWS:

1. That the City Council, after hearing public comments and thoughtful deliberation, declares the property identified in Appendix A as surplus property.
2. The City Council authorizes the City Administrator to hire a qualified real estate agent. The agent will market the property, manage a sealed bid process and set sale terms to ensure the City achieves the highest and best return in accordance with Woods Cross Code § 3-15-130(e).
3. That the Mayor be authorized to sign this resolution that becomes effective immediately upon adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF WOODS CROSS, DAVIS COUNTY, UTAH, THIS 16TH DAY OF DECEMBER 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]



APPENDIX A

Old Post Office Property

Address: 753 West 500 South Woods Cross, UT

Parcel No.: 06-049-0256

Lot Size: 0.19 acres (8,102 sq ft)

Building Size: 1,320 sq ft

Zoning: C-2 General Commercial

Old Public Works Shop Property

Address: 1490 South Redwood Road Woods Cross, UT

Parcel No.: 06-079-0016

Lot Size: 3.00 acres (130,680 sq ft)

Building Size: 12,500 sq ft

Zoning: CRT Commercial/Residential Transition

Note: The Lot Size and Building Size information for each lot is taken from the November 7, 2025, property appraisals prepared by IRR-Salt Lake City. Prospective buyers are advised to perform his/her own due diligence on the properties to confirm building and lot sizes, easements, etc.

Staff Reports

Public Works Report

Public Works Department Report

November 30, 2025

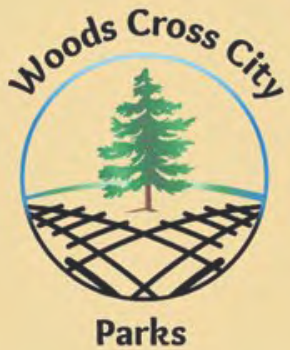
Sam Christiansen 



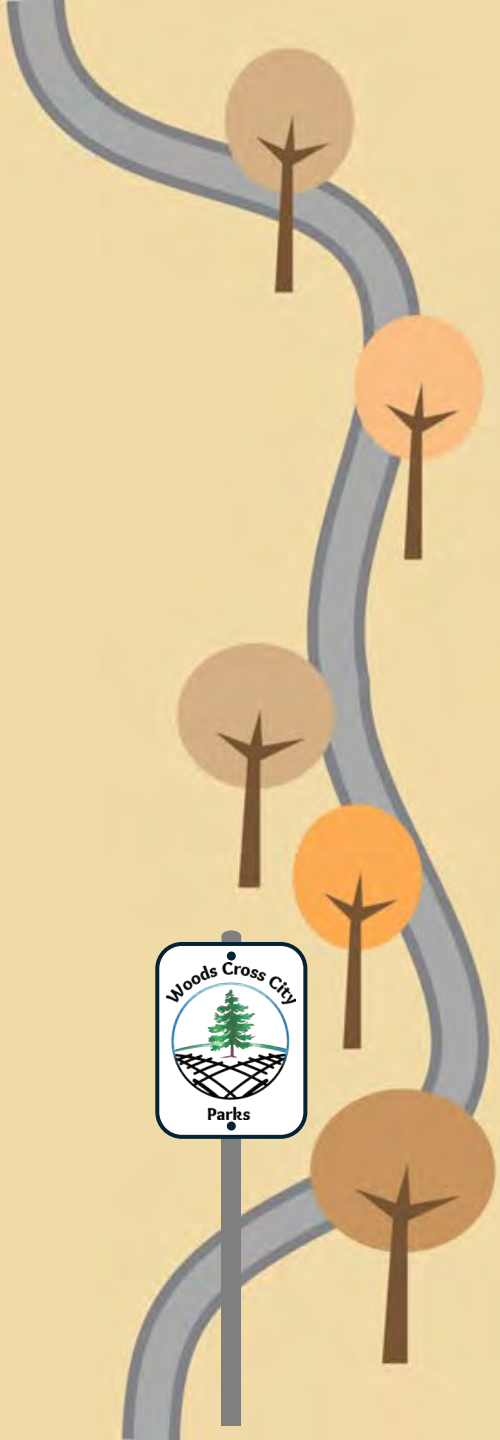
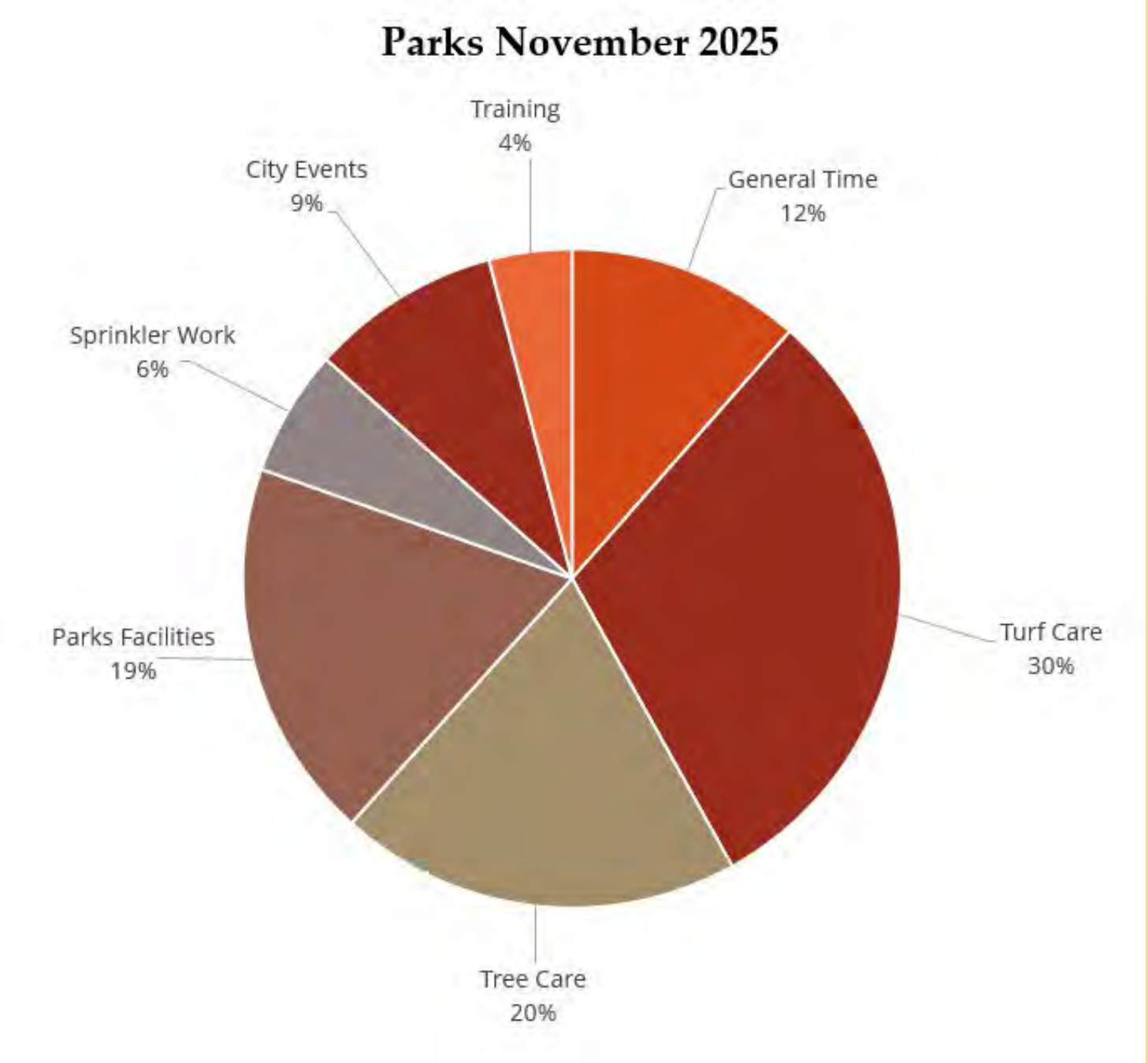
Parks Tasks November

- Infield Dragging
- Farm Meadows-Drain/Blowout
- Bathroom Shutdowns/Heaters
- Banners
- City Hall Christmas Lights
 - Building and Trees
- Dog Pots - 8
- Garbage Cans - 15

- Leaves, Leaves, Leaves
- Weekly Turf Dragging (Gophers)
- Building Maintenance
- Removed 3 Pickl Ball Nets Locked S. Side
- Removed Volleyball and Tennis Nets
- Winterized BBQ Grills at Parks
- Fertilizing
- Rock Scape at Hogan Park



Parks Tasks November 2025

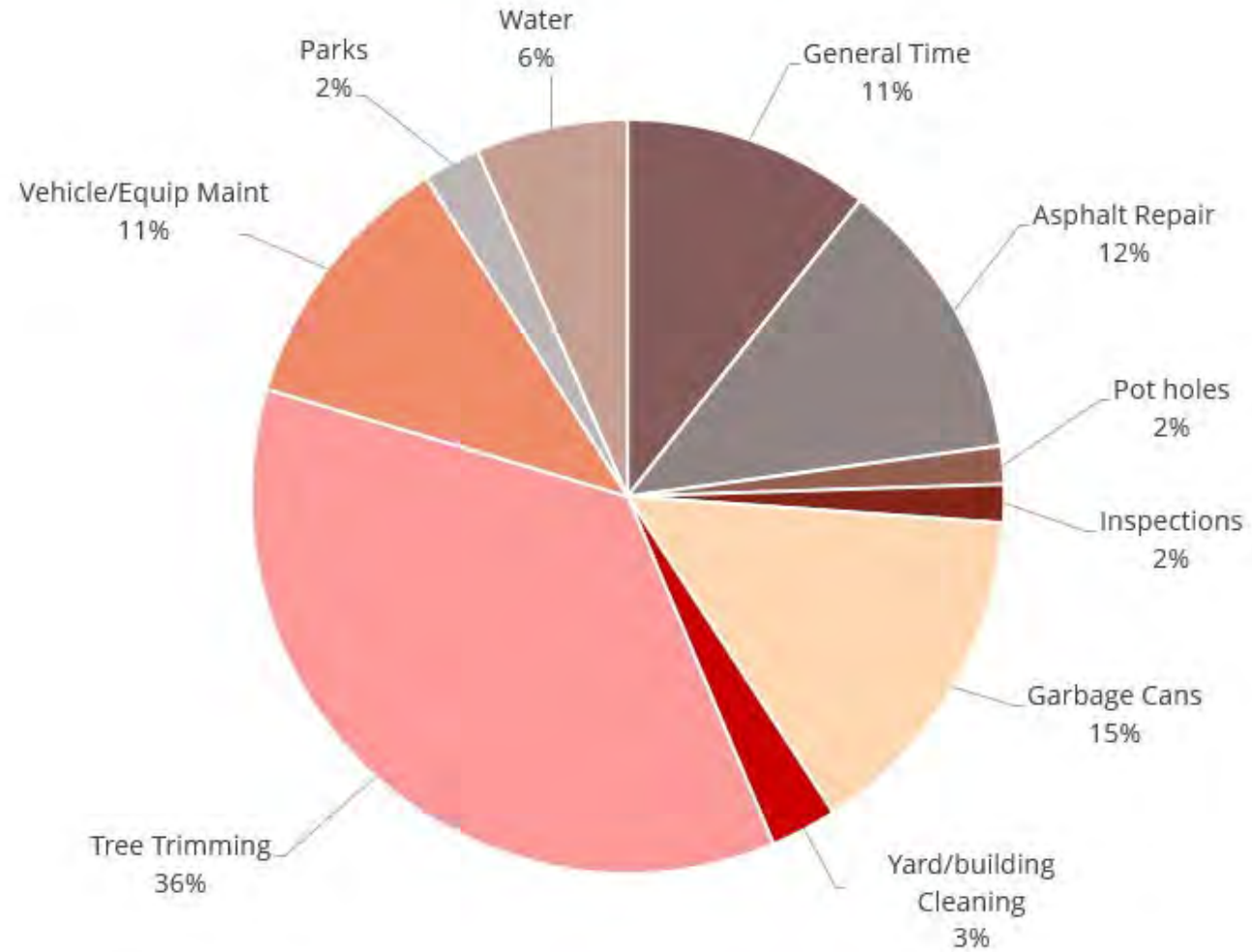


Street Tasks November

- Garbage Can Orders
- Finished Setting Up Plow Trucks
- Asphalt Patches (Argyle Acres)
- Potholes (City Wide)
- Hauling Dirt
- Helped With Christmas Lights
- Park Strip Tree Trimming/Chipping (City Wide)
- Storm Drain Inlet Cleaning
- Equipment Maintenance
- Order and Stock Road Base, Rock, and Sand
 - Public Works Material Bins
- Ordered and Stocked Road Salt
- Continued to Work on Franklin Covey



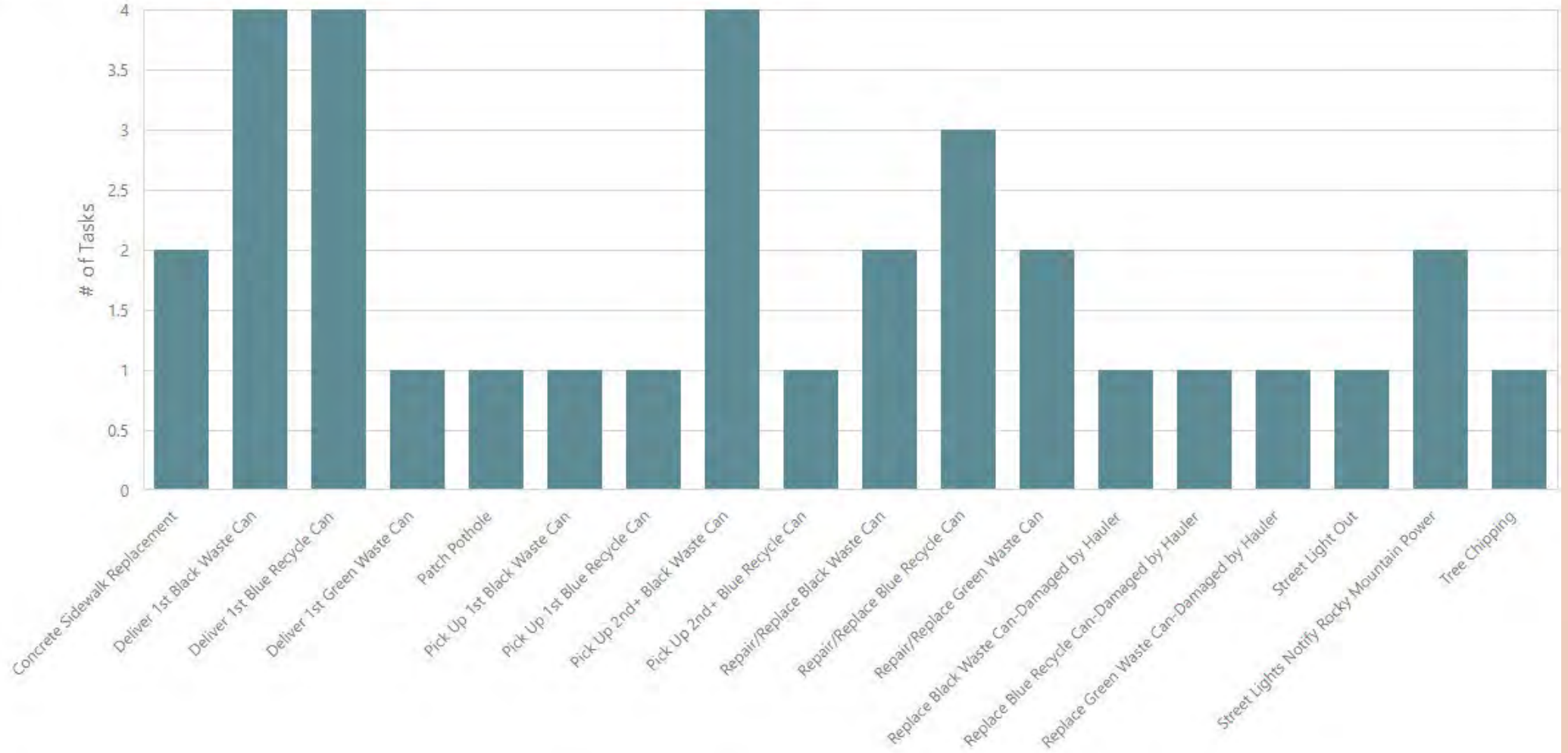
Street November 2025



Street Tasks November 2025



Number of Tasks by Task Type

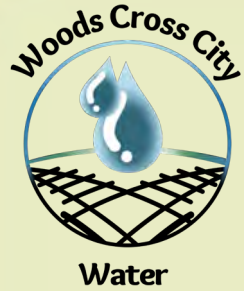




ACE Disposal Curbside Tonnage

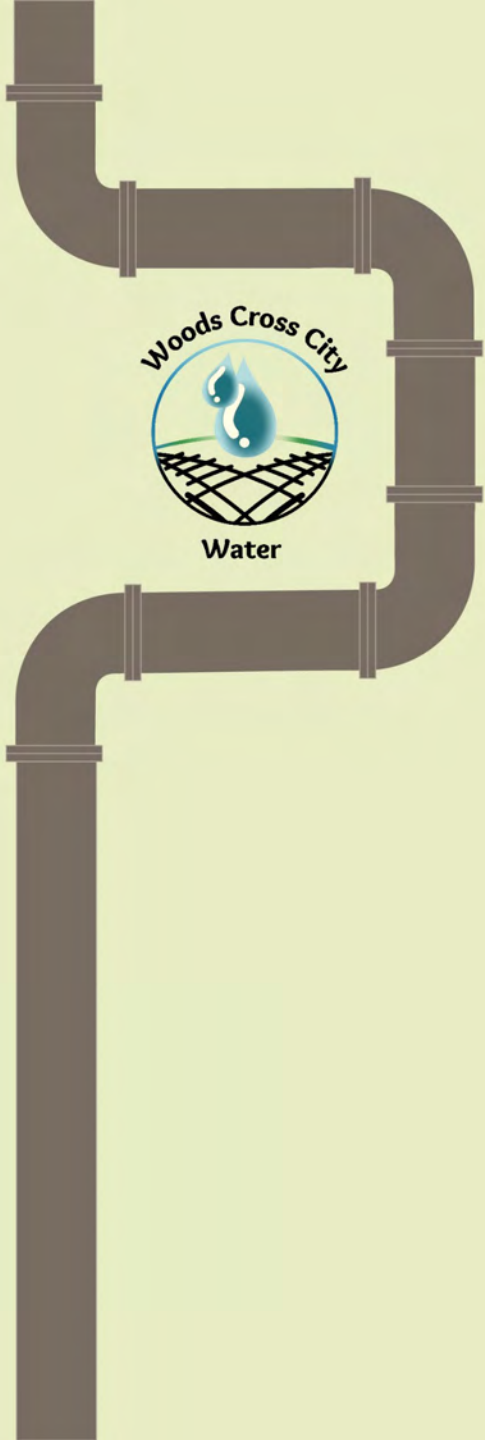
Monthly Weight in Tons

	Garbage	Recycling	Green Waste
July	340.98	33.55	72.10
August	299.64	29.1	73.33
September	313.58	36.13	91.86
October	341.27	49.54	88.32
November			
December			
Totals	1,295.47	148.32	325.61

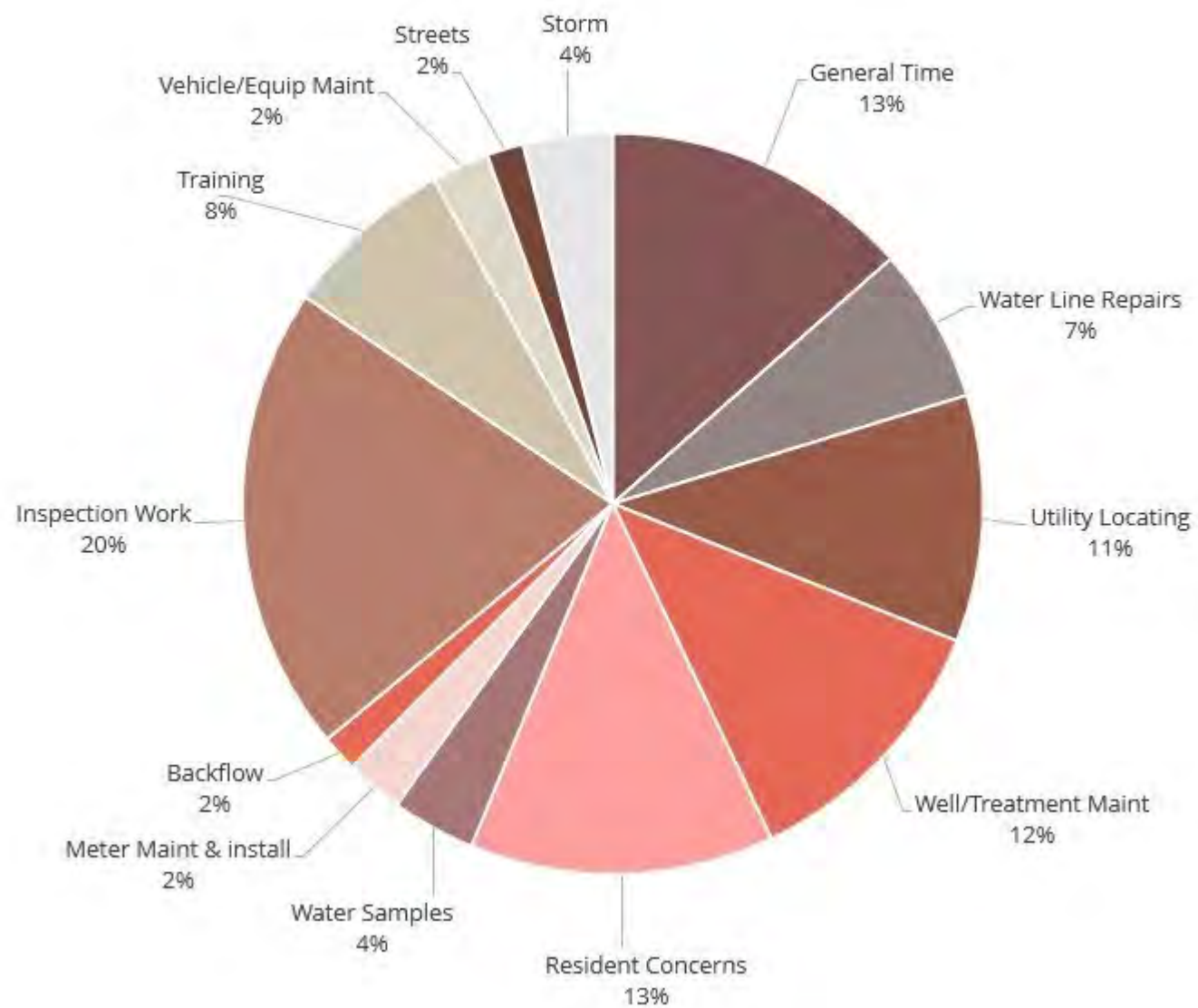


Water Tasks November

- 153 Blue stake/Utility Locate Requests
- 2 Water Leaks
- 4 After-Hour Call-Outs
- 1100 W Water Line Project (Wrapping Up)
- 10 shut off due to delinquent payments (8 paid and 2 still off)
- BSI Online Presented To City Council
- 1200 S Storm Drain Project On-Going (Nearing Completion)
- 5 SWPPP Site Inspections
- Twin D Pipe Drain Line Root Cleaning
 - Begin Cleaning and TV Work (Mtn View Land Drain)
- Finalized Unknown Lead & Copper Inventory
 - Received non-lead status from the Department of Environmental Quality
- Ongoing Franklin Convey Program

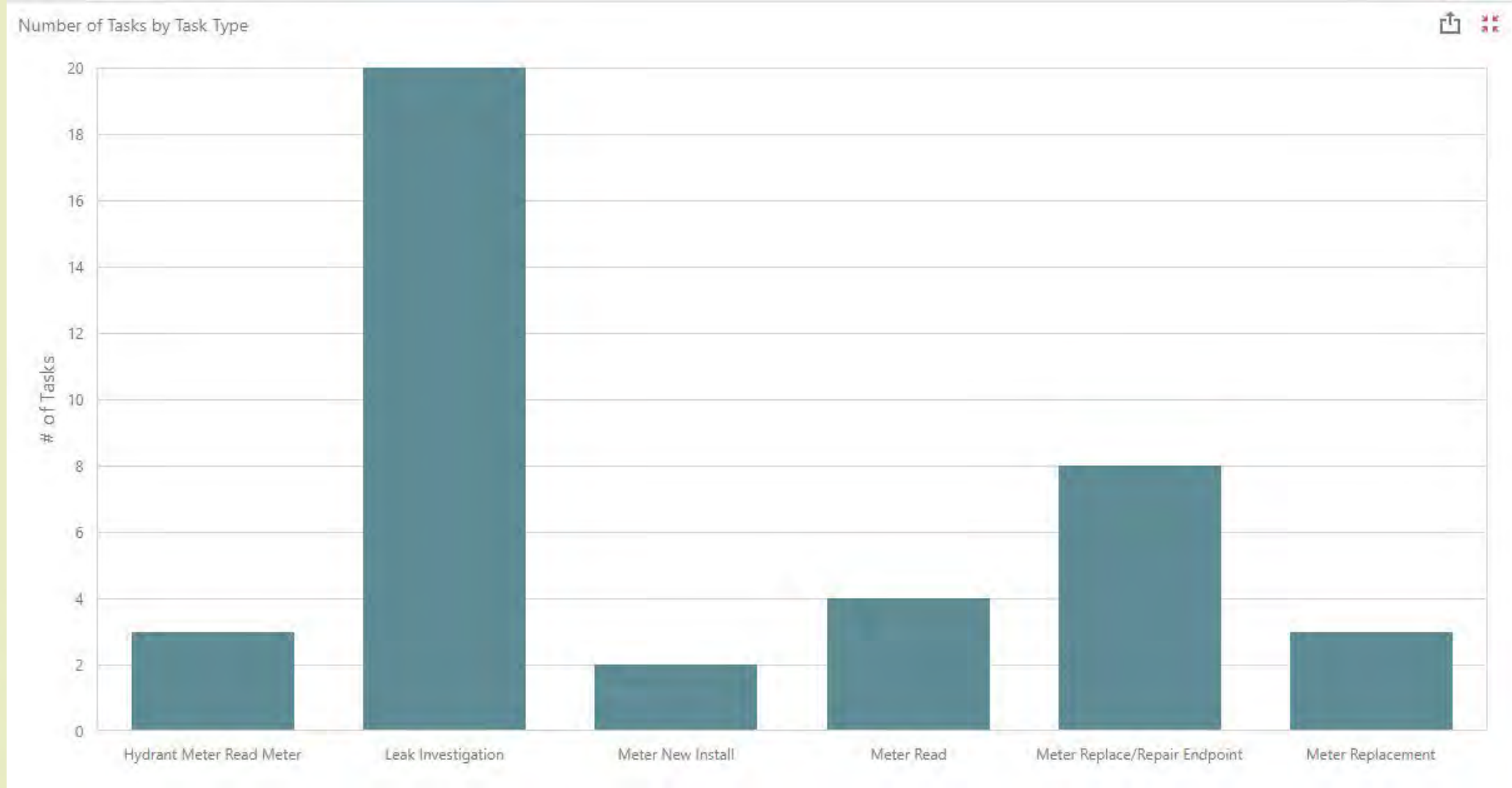


Water November 2025



Water Tasks November 2025

Water Tasks November

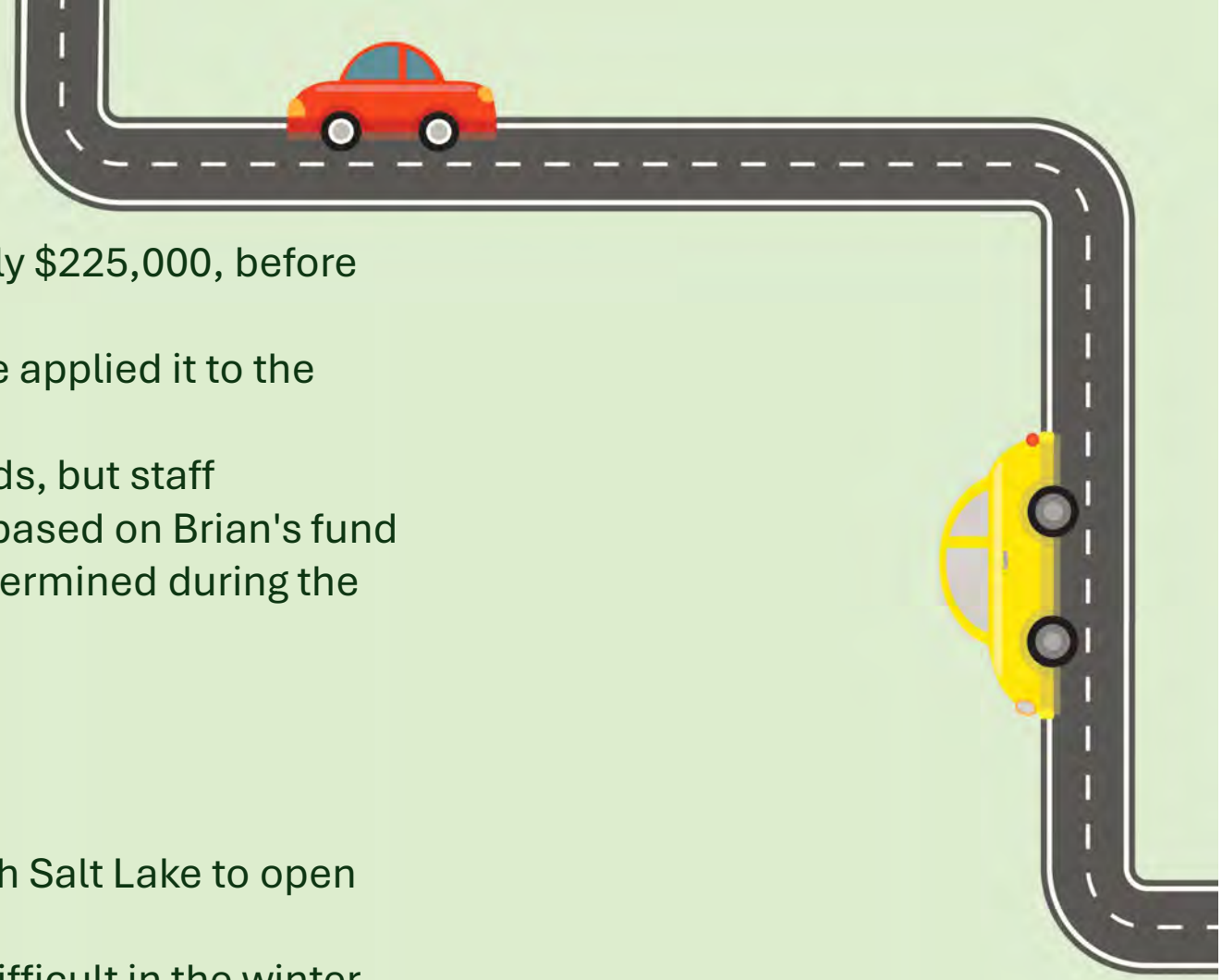


PFAS Settlement

- Awards from DuPont and 3M are approximately \$225,000, before attorney and court fees.
- We have received \$101,321.26 so far and have applied it to the water fund balance.
- There are no restrictions on the use of the funds, but staff recommends that it remain in the water fund based on Brian's fund balance reports. Final use of funds can be determined during the budget process.

Dog Park

- Down to the last few items. Working with North Salt Lake to open the park in the Spring.
 - NSL to final grade in the small dog area(difficult in the winter due to clay and mud)
 - Woods Cross crew to replace dead trees, repair broken sprinklers from grading, and install drinking fountains this winter

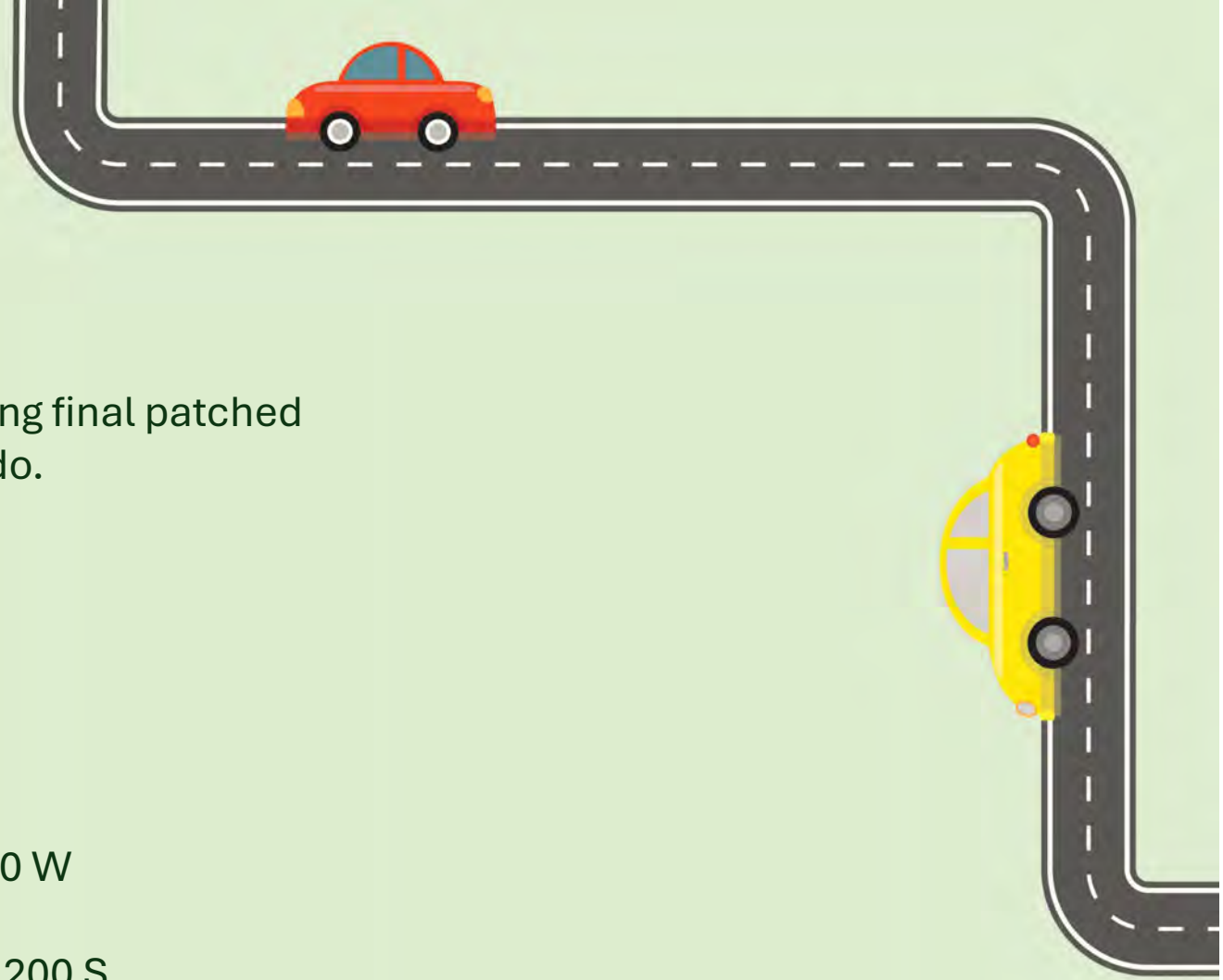


1100 W Waterline

- Substantially completed.
- Site cleanup in progress, and trenches are being final patched
- Still 1 meter to install and a waterline stub to do.

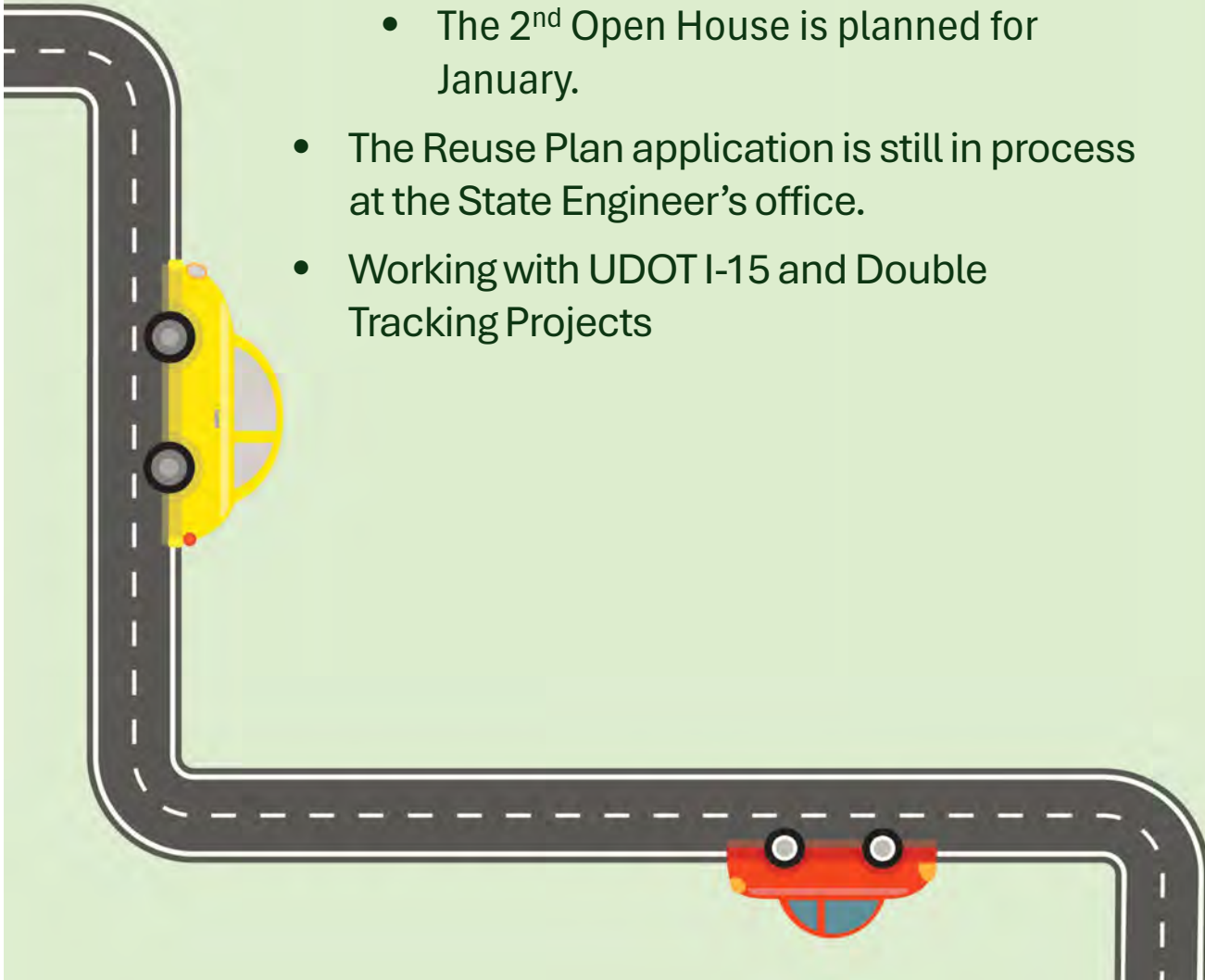
1200 S Storm Drain

- The project is 90% complete
 - Crew is working on the inlet boxes on 1050 W
- Crew is cleaning up 1200 S
- Trees have been trimmed of broken limbs on 1200 S
- The Mills Park Annex (Deluna) is in the process of being cleaned up.



In the Works

- Development Review Committee
- Transportation Master Plan update in process
 - The 2nd Open House is planned for January.
- The Reuse Plan application is still in process at the State Engineer's office.
- Working with UDOT I-15 and Double Tracking Projects
- 1100 W 2100 S to 2600 S Widening
 - Project management is transitioning to UDOT as per the terms of the grant award.
- Well 3 Rehab and 1500 S water reservoir are in design.
 - Currently out to bid for Well drilling
- Well, 5 HVAC replacements completed. Working out some issues with the contractor.
- Weber Basin Mainline and meters
 - Will be installing a mainline and meters in the neighborhood north of Woods Cross Elementary
 - They will begin construction around Thanksgiving



Community Services Report

COMMUNITY SERVICES

Communication

Website

Please review your bios, - with assignments, term of office, similar to North Salt Lake or Syracuse City - please send me all your information by December 19, 2025

Holiday Lights and Parade

Thanks!

Thanks to all those that came and supported our Santa Comes to Town and Holiday Lights. Huge thanks to WXPd and SDMF for the parade. Thank you to Public Works, Administration and Youth Council for all the help in providing another successful event.

Senior Lunch

December Lunch

Not an empty seat in the Multiple Purpose Room. April Filler does an amazing job - We had over 140 people attend lunch. The WXHS madrigals were a delight.

YCC

The YCC t-shirts and hoodies are here - if you would like one please email me your size.

The YCC annual service project was a huge success - we were able to help 14 families through the Wildcat Wishes program.

Upcoming

Winter Lunch - December 18th @ Noon - Public Works
Strategic Planning - January 8th and 9th
Employee Dinner - January 23 - Public Works

Opportunity

The city received the America 250 grant. We should receive a check within the next few weeks.

City website is moving right along and will be live by the end of the month.

Community Development Report

MEMORANDUM

To: Mayor Westergard, City Council Members
From: Curtis Poole, Community Development Director
Date: December 16, 2025
Re: Community Development Department Report



Below is the report for the month of November.

Building Permits and Land Use Applications

- 13 Residential Building Permits (3 New Single-Family)
 - \$1,316,085 total valuation
 - \$44,083 total permit fees
- 1 Commercial Building Permits
 - \$10,204 total valuation
 - \$264 total permit fees
- 1 Site Plan Applications
- 5 Miscellaneous Land Use Applications

Business Licenses

- 10 new Business Licenses
- 1 new Home Occupation Licenses
- 645 total Business Licenses

Code Enforcement

- 5 new Cases
- 39 total Active Cases
- Top Cases
 - Parking violations – parking on lawn, inoperable vehicles, etc.
 - Debris and junk
- If residents come to Council members regarding potential code violations, please refer them to Leah or me without promising actions that will be taken to resolve the potential code violations.

Updates

- Marcee Meeks, the administrative assistant for Community Development, has announced her retirement after 22 years with the city. Her final day is January 15. We are sad to lose her knowledge, skills, and friendship, but we wish her the best in her next phase of life.

- We are still working with the City Attorney to finalize the contracts for Hogan Construction and Method Studio. It is anticipated we will begin the needs assessment of the design phase in January.
- Business licensing renewals have started. Businesses have until the end of December to renew. All licenses are renewed online, and multiple emails have and will be sent to individual businesses.
- Leah has been putting together a report of residential properties that have parking violations, in particular, parking on the grass or in front of the home. The findings of this report will be shared in a future Council meeting.
- New construction projects underway
 - DC Customs and the Boat Shack – next to Pace's Dairy Ann
 - The Crossing townhomes – northeast of Woods Cross High and across 500 West from The Hills apartments
 - Salmon Electric office warehouse – 1379 S Redwood Road
- New retail business
 - Indoor Golf of Utah – 2453 Wildcat Way, Suite C

Police Report



WOODS CROSS CITY POLICE DEPARTMENT

SERVICE - LOYALTY - PRIDE

801-292-4422



Police Department



City Council Report November 2025

Dispatched/On View Calls

2025		2024	
January-	475	January-	445
February-	420	February-	419
March-	474	March-	448
April-	530	April-	501
May-	595	May-	526
June-	503	June-	455
July-	568	July-	524
August-	578	August-	558
September-	639	September-	570
October-	520	October-	532
November-	385	November-	415
December-		December-	

Patrol Overview

November 2025		October 2025	
Calls for service-	385	Calls for service-	520
Reports-	212	Reports-	270
Citations-	69	Citations-	47
Physical Arrests-	09	Physical Arrests-	04
Use of Force-	00	Use of Force-	01

Detective Division

- 27- New Persons Crimes / Sexual Assault / Death Investigations /C.A.N.R. cases (child abuse neglect report)**
- 19- New Theft / Property / Fraud Cases**
- 25- Cases closed with and without arrests.**
- 01- Death Investigation.**

Use of Force Reviews

The patrol sergeants and administration did not review any use of force incidents for the month of November.

Department Activity

- Woods Cross Elementary and our police department resumed lunch with the Chief.
- Jaden Wilstead and Saevrie Terzo graduated from Utah Peace Officers Standards and Training.
- Jaden Wilstead and Saevrie Terzo started field training with Officer Bateman and Officer Sanders
- The WXPd patrol and detective fleet was outfitted with the new Axon dash cameras. Having these cameras has allowed us to use the GPS capability. Dispatch, supervisors and officers can see where each unit is for increased officer safety and accountability.

Graduation Pictures



Terzo Graduation Pictures



Wilstead Graduation Pictures



Lunch with WX Elementary



Axon GPS Mapping Showing WX High School and Officer Salas



INVESTIGATIONS/ICAC

- ❑ On November 14th, 2025, the T-Mobile store located at 2533 South Wildcat Way was robbed. As the employee opened the store, an unknown male came up behind the employee and shoved her into the back of the store. Once in the back of the store, the suspect produced a handgun and racked it while pointing it at the employee.
- ❑ The suspect had the employee unlock a safe and empty all the new I-Phones into a box. The male left the store and got into a mini-van with no plates.
- ❑ Detectives are currently following up on leads and interviewing witnesses as they come forward.



WOODS CROSS CITY POLICE DEPARTMENT

SERVICE - LOYALTY - PRIDE

801-292-4422



Questions?

Financial
Report
will be
inserted on
Monday
12/15/25

City Administrator Report

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: Dec. 9, 2025

Re: City Administrator Report for December 16th City Council Meeting



1. Staff has received an unusually large number of GRAMA requests over the past three weeks that we are trying to address. This has created a heavy demand on staff time due to the complex nature of some of the requests.
2. Staff met with UDOT representatives on the I-15 Corridor expansion plan. Details of the project can be found at the following website: <https://udotinput.utah.gov/i15davisslc>
3. Staff is working with the attorney to finalize the CM/GC and Architect contracts for city hall.
4. Staff is working on finalists for subsidence grants so that we can get council approval and start the projects.
5. Working to resolve past issues with the West Legacy Trail asphalt project.
6. Staff is making preparations for the Strategic Planning Session to be held with the city council on January 8-9, 2026.
7. I am blocking out much of the holiday week to be out of the office but will be available for phone calls, etc.

Upcoming Calendar of Event – Please see LaCee's Community Service Report in the council packet.

Council Reports

Directions to Staff