



# WOODS CROSS CITY COUNCIL AGENDA

Tuesday, February 3, 2026 • 6:30 pm—Council Chambers Woods Cross City Hall

The City Council session meeting will be held in person and via Zoom.  
You may access at <https://zoom.us/j/9358074960> or go to [zoom.us](https://zoom.us) >

## INVOCATION/PLEDGE

PETERSON

### 1. REVIEW of CITY COUNCIL AGENDA

MAYOR

### 2. CONSENT ITEMS

- a. Consideration to Approve Minutes: 1/8/26, 1/9/26, and 1/20/26 MAYOR
- b. Ratify Cash Disbursements: 1/16/26-1/29/26 MAYOR
- c. Consideration to Adopt Resolution 2026-XXX Authorizing Changes to the Consolidated Fee Schedule (CFS) HADERLIE
- d. Consideration to Adopt Resolution 2026-XXX Authorizing The Northwood Group to Represent Woods Cross City in the Sale of Property Located at 735 W 500 S (Old Post Office) HADERLIE
- e. Consideration to Adopt Resolution 2026-XXX Authorizing Contract for Codification Process HADERLIE
- f. Consideration to Adopt Resolution 2026-XXX Authorizing 2025 Mowing Contract Extension for 2026 CHRISTIANSEN
- g. Consideration to Adopt Resolution 2026-XXX Approving 1100 W Widening Project Funding Extension and Federal Aid Agreements for 1100 W Widening Project CHRISTIANSEN

### 3. PUBLIC COMMENT

*Brief items that are not on the agenda or part of a scheduled Public Hearing. Limited to 3 minutes. If an item requires more than 3 minutes, please contact the City Recorder to request being added to a future agenda ([ahanson@woodscross.gov](mailto:ahanson@woodscross.gov))*

**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**

### 4. ACTION ITEMS

- a. None unless a CONSENT item is moved by the City Council

### 5. DISCUSSION ITEMS

- a. Employee Recognition, Council Kudos, and Policy Regarding Years of Service HADERLIE
- b. Mills Park Tennis Court Resurfacing Options CHRISTIANSEN
- c. Integrating the Citizens Corps Council into the City's Official Structure taking into Consideration Consistency, Funding, Membership Continuity, and Legal Protection LARRABEE

### 6. STAFF REPORTS *Staff reports are included in the Council Packet available each Council meeting at [WoodsCross.gov](http://WoodsCross.gov)*

- a. City Administrator Report HADERLIE

### 7. COUNCIL ITEMS

MAYOR

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

### 8. CLOSED MEETING

If needed, move to closed session to discuss items pursuant to UCA § 52-4-205.

Adjourn immediately following closed session

MAYOR

## ADJOURN

Type text here

I certify that copies of the agenda for the Woods Cross City Council meeting to be held February 3, 2026, were posted at Woods Cross City Hall, city website [www.Woodscross.com](http://www.Woodscross.com), and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn). Date Posted: January 29, 2026  
/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](mailto:AP@WoodsCross.com), at least 24 hours prior to the meeting.

# Consent Items

# **WOODS CROSS CITY STRATEGIC PLANNING MEETING**

Held at Utah Local Governments Trust Building – 55 S Highway 89, NSL,  
UT 84054 January 8, 2025 beginning at 4 pm

## **CONDUCTING:**

Ryan Westergard, Mayor

## **COUNCIL MEMBERS PRESENT:**

Ryan Westergard, Mayor  
Julie Checketts  
Eric Jones

Wally Larrabee  
Rachel Peterson  
Jim Grover

## **STAFF PRESENT:**

Bryce Haderlie, City Administrator  
James Bigelow, Chief of Police  
Dan Schultz, Assistant Chief of Police  
Brian Passey, Finance Director  
Annette Hanson, City Recorder

Cassandra Hart, HR/Risk Management Director  
Curtis Poole, Community Development Director  
Sam Christensen, Public Works Director  
LaCee Bartholomew, Com Services Coordinator

## **PUBLIC PRESENT**

Mindy Grover

George Peterson

The annual Strategic Planning work sessions of the Woods Cross City Council commenced the first of two days at the Utah Local Governments Trust building located at 55 South Highway 89, North Salt Lake, UT 84025, on Thursday, January 8, 2025, beginning at 4 pm. It was noted that the purpose of the annual Strategic Planning Work retreat is for the City Council and staff to strategize priorities and projects for the FY2027 budget process and that no voting or formal action would be taken by the City Council during the meeting.

The Mayor opened the meeting by welcoming all present and thanking them for their contributions to the city and for their time invested in the annual Strategic Planning process. He also welcomed guests attending to witness the official swearing in of newly elected officials.

The City Recorder was then asked to swear in the elected officials who were voted into office in the November 2025 election individually as follows:

Mayor, Ryan Westergard – 4-year term

Council Member Jim Grover – 4-year term

Council Member Eric Jones – 4-year term

Council Member Rachel Peterson – 2-year term

Following the elected officials swearing their Oaths of Office, those present from the public left the meeting.

The Mayor then led the Council and Staff in a brief team building exercise. After this activity, the Mayor turned the time over to Staff to report on their areas of service, including successes, challenges, future goals, and projected needs for the future.

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A link to the full presentations giving over the 2-day City Council Strategic Planning Work Sessions follows: [2026 1,8-9 CC Strategic Planning Packet.pdf](#). A summary of presentations is included below:

**Human Resources, Risk Management IT Report**

Cass Hart, Human Resource Director, reported the past year's successes, including the implementation of

BambooHR, a new policy manual draft, safety bonuses tied to performance, execution of the Trust Promise Program, which focuses on the Franklin Covey 7 habits of Highly Effective People Leadership system and proficient insurance claim handling. The Public Works Department was reorganized. We added to our employee team by hiring a Parks Manager, Water Operator, Parks Worker, Code Enforcement Officer, Planning and Permit Coordinator, Public Works Operation Manager, and multiple Police Officers, resulting in an entirely vacancy free Police Department.

**Community Services**

LaCee Bartholomew, Community Services Manager, shared the many channels she utilizes and manages to communicate with Woods Cross residents, including social media, direct messages, monthly newsletter, electronic reader board and Text My Gov. She also reported on other duties and is committed to development/implementation of the new website, promoting a healthy community, Youth City Council, monthly Senior Lunches, the recreation program, city events, seeking event sponsorships and grants, field reservations and invoicing, city news archiving, and handling special event permits.

The recreation program has grown by 25% and has 7 weeks of programming in the summer with 2 weeks of lower cost recreation programming at Woods Cross Elementary and adaptive programming for participants with special needs.

**Public Works – Water Streets, and Storm Water**

Sam Christiansen, Public Works Director, shared an overview of the dozens of areas that fall under the Public Works umbrella, including many tasks that are virtually unseen by the public observer, but which are critical to the City's infrastructure and resident quality of life.

He also shared the department's core values of respect, trust, and a focus on community. He outlined the modifications in the department's organizational structure and the changing of responsibilities with the implementation of the new operations manager position. Sam then shared details on the condition and maintenance of streets, storm water operations, challenges, and goals for the future year.

**Community Development**

Curtis Poole, Community Development Director, shared accomplishments for the Community Development Department including: 394 building permits issued, 715 existing business licenses issued/renewed through new online process, 177 code enforcement cases opened with 151 of those closed, 79 land use applications were submitted. During the prior year there were 26 Development Review meetings held, and the Planning

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Commission adopted 5 code amendments, the Station Area Plan, Moderate-Income Housing Report, and Wildlife Urban Interface plan. One of the biggest highlights/successes of the year was selecting Hogan Construction as the CM/CG and Method Studios as the Architect firm to work with the City to renovate Hogan park and build a new City Hall.

**Administration Department**

Bryce Haderlie, City Administrator, reviewed progress on priorities identified in last year's Strategic Planning sessions. He highlighted many successes including, reinstatement of the quiet zone, leasing of city properties, resolution of Alumiteck issue, and reauthorization of the Recreation, Arts and Parks (RAP) Tax. He then identified a number of projects the City will be working on in the next 12 months: Hogan Park/City Hall design, Legacy Trail resolution, Codification, finalizing the Employee Policy Manual, Website transition, updating utility

rates, 1100 West rebuild, Well #3 redrilling, water tank replacement, consideration to sell city property, examining employee wages, business license fees, and the quiet zone structure.

Attendees were invited to give input on projects and objectives that they would like to include as a priorities for planning FY26-27 and beyond via a the interactive platform slido.com. The results would be part of the discussion when the group reconvenes the following day. Everyone was asked to come back ready to discuss the ideas that were brought forward.

At 8:07 pm Council Member Peterson made a motion to adjourn the work session. Council Checketts seconded the motion, and all voted in favor of the motion through a roll call vote.

Approved by City Council 2/3/26

# **WOODS CROSS CITY STRATEGIC PLANNING MEETING**

Held at Utah Local Governments Trust Building – 55 S Highway 89, NSL, UT 84054

January 9, 2025 beginning at 8 am

## **CONDUCTING:**

Ryan Westergard, Mayor

## **COUNCIL MEMBERS PRESENT:**

Ryan Westergard, Mayor

Julie Checketts

Eric Jones

Wally Larrabee

Rachel Peterson

Jim Grover

## **STAFF PRESENT:**

Bryce Haderlie, City Administrator

Curtis Poole, Community Development Director

Sam Christensen, Public Works Director

LaCee Bartholomew, Community Services Coordinator

Annette Hanson, City Recorder

Cassandra Hart, HR/Risk Management Director

James Bigelow, Chief of Police

Dan Schultz, Assistant Chief of Police

Brian Passey, Finance Director

The Mayor welcomed everyone back to Strategic Planning and turned the time to Public Works.

A link to the full presentations giving over the 2-day City Council Strategic Planning Work Sessions follows [2026 1,8-9 CC Strategic Planning Packet.pdf](#). A summary of presentations is included below:

## **Public Works – Parks, Solid Waste and Facilities**

Sam Christiansen, Public Works Director shared information on Parks, garbage service, and city properties. He then recounted that the Community Emergency Response Team (CERT) is doing well with more attendees than they have had in the past. The Police Department is changing out some radios that will be moved to the use by CERT.

The transition to Ace for garbage services has gone well. Ace has been very responsive and highly engaged; they check driver reports daily and provide excellent customer service.

Additionally, Well 4 pump has a broken suction screen and the missing pump shaft bear. The scheduled repair is very needed and will ensure water quality for residents throughout the future.

Water and Storm Drain personnel are intentionally working to increase accountability, safety, efficiency, teamwork, and beatification.

## **Police Department**

Chief Bigelow and Assistant Police Chief Schultz collaboratively presented on behalf of the Police Department. They went over past goals and objectives created by officers and what the department has been able to achieve over the last year.

The department has been able to accomplish all their 2024 objectives apart from making OT opportunities available through specialties such as Davis Metro Narcotics and SWAT. They will continue to work to develop those opportunities.

The biggest accomplishments of the last year include: becoming accredited with the Utah Chiefs of Police Association (UCOPA), implementation of the new PD vehicle design for a uniformed fleet (same color, stickers, make/model), and for the first time in known history the department is fully staffed and working very well together.

### **Finance Department**

Finance Director Brian Passey presented information on City Finances and each specific fund, including the General Fund, RDA, Water, Garbage Funds, RDA, Class C Road Funds, Capital Improvement/Development Fund, Fleet Fund, Parks Fund, and Special Assessment Area Fund. He went on to share the definition of the General Fund, Special Funds, and Enterprise funds. He outlined opportunities and challenges associated with setting and maintaining comprehensive and appropriate Impact Fees. Parks Impact Fees were last assessed in 2013. Water and Culinary Impact Fees were addressed in 2025. He posed the that the city needs to determine if the current Water and Storm Water Impact Fees are set at an appropriate rate so that new development pays its own way.

Impact Fees in Utah have a six-year spending requirement: collected funds must generally be spent or committed (encumbered) on public infrastructure within six years of collection, or they must be refunded. Though extensions are possible for extraordinary reasons, ensuring fees specifically fund new growth's needs and don't subsidize general operations or fix old problems.

He also outlined debt responsibilities for the City, how bonds are tied to a revenue source, and the timeline for paying off current debt in the future.

A year ago, the Staff, supported by the Mayor and Council, decided to incrementally address needed increases to keep up with the cost of operations and services in order to fund and maintain current service levels. The group discussed the importance of creating easily digestible information to communicate the City's careful and strategic plan for funding and maintaining service levels.

### **City Hall Process and Participants**

Curtis Poole, Community Development Director and City Administrator, Bryce Haderlie, addressed the group to share that starting next week a design Park/City Hall design committee will be meeting with Method Studios and Hogan Construction to begin the process of the new city and redesign of Hogan Park,

including programming, design, guaranteed maximum price determination, and build to project completion. The Council will be involved at all stages providing review and approval.

The design team will meet on Thursdays of every week. The meeting time is currently set for 11 am. A limited design team is recommended to be effective when preparing to build a new project, primarily due to its ability to streamline communication, foster a cohesive vision, and increase agility. It was determined that Curtis and Bryce would be the Staff members for the City on design team. Mayor Westergard and Council Members Larrabee and Jones will also be on the design team, All city departments, Council, and even community members will be included in the process, as needed, to provide input and move forward in a comprehensive and timely manner. Curtis will be the project manager and point person to coordinate with the architect and the CM/CG. City Administrator, Bryce will take responsibility for organizing and communicating final decisions.

#### **Bamboo HR**

Cass Hart, Human Resources Director, demonstrated the Bamboo HR software that the city has recently implemented; It centralizes HR tasks (employee records, time off, hiring, performance) all in one place. It is meant to save time by automating workflows like onboarding, approvals, and benefits enrollment and will improve employee experience with self-service access to info and requests.

#### **New Website Rollout**

LaCee Bartholomew, Community Services Manager, showed the new website. It is going to be more dynamic, have a cleaner look, and be more searchable to give the end user a better overall experience. Full implementation is waiting for additional input from some departments and bios from elected officials to finalize. Currently the new website is set to go live in February.

#### **Revisit Strategic Priorities**

Bryce Haderlie , City Administrator, asked the group to evaluate and rank the priorities that were submitted at the previous night's meeting to help Staff and Council move forward planning attention, staff time, and budget. Those attending shared thoughts regarding these priorities as a way to guide the upcoming budget discussion.

#### **Strategic Planning Meeting Process**

The Mayor thanked everyone for their participation. He outlined that everyone present had a lunch together, the Mayor and Council would hold a Closed Meeting and that the meeting would adjourn at the conclusion of the Closed Meeting. He asked for a motion for the action.

**Move to Adjourn open City Council Meeting and to proceed with a Closed Meeting.**



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Council Member Jones made a motion to move to a Closed Meeting. Council Member Larrabee provided the 2<sup>nd</sup> to the motion. Council Members Larrabee, Peterson, Jones, Grover, and Checketts all voted in favor of moving to a closed meeting.

At 3:58 pm Council Member Larrabee made a motion to conclude the Closed Meeting and move to open session of City Council. The motion was seconded by Council Member Checketts and Council Members Larrabee, Peterson, Jones, Grover, and Checketts all voted in favor of ending the Closed Meeting and return to open session of City Council.

There being no further business before the City Council, at 3:59 pm Council Member Larrabee made a motion to conclude the Strategic Planning Session. Council Member Peterson seconded the motion and Council Members Larrabee, Peterson, Jones, Grover, and Checketts all voted in favor of adjourning the Strategic Planning session.

Approved by City Council 2/3/26

**WOODS CROSS CITY COUNCIL MEETING  
JANUARY 20, 2026**

The minutes of the Woods Cross City Council meeting held January 20, 2026, at 6:30 P.M. in the Woods Cross City Hall located at 1555 South 800 West, Woods Cross, Utah.

**COUNCIL MEMBERS PRESENT:**

Ryan Westergard, Mayor  
Julie Checketts  
Jim Grover

Eric Jones  
Wally Larrabee  
Rachel Peterson

**STAFF PRESENT:**

Bryce Haderlie, City Administrator  
Curtis Poole, Community Development Director  
Jim Bigelow, Police Chief

Sam Christiansen, Public Works Director  
Annette Hanson, City Recorder  
Brian Passey, Finance Director

**PUBLIC ATTENDANCE:**

Laura Bradshaw  
Josh Johnson  
Lois Schrader  
Sammie Varney  
Deann Westergard  
Sandy Crum  
Josh Johnson

George Peterson  
LeGrande Blackley  
Don Schrader  
Tamee Alpers  
Ann Peterson  
Kamela Miller

Andy Oblad  
Kayla Jessee  
Paul Tanner  
Julie Moses  
LeeAnn Hansen  
Nate Miller

**INVOCATION/PLEDGE:**

Wally Larrabee

**OATH OF OFFICE**

The Mayor noted there were four newly elected officials who were officially sworn in at the City Council's recent Strategic Planning meeting. The four officials would be ceremonially sworn in at tonight's meeting so that their families, supporters, and attendees could welcome them to their positions. He noted that he, as the Mayor, and Council Members Jim Grover, Eric Jones, would all be administered the Oath of Office to be sworn in for the next four years; and Rachel Peterson would be sworn in for the next two years. All elected officials expressed gratitude for the honor and a commitment to serving the community of Woods Cross City.

The City Recorder administered the Oath of Office to the Mayor and each of the above-mentioned Council Members. Those in attendance congratulated them on their appointments.

**YOUTH CITY COUNCIL REPORT**

The Mayor gave the floor to Youth Deputy Mayor Sammie Varney who reported on the activities of the Youth City Council. She reported the YCC leadership is getting ready to go to Utah State for their annual leadership conference and they are looking forward to doing that. They are also preparing for the Easter Eggstravaganza that will be taking place in March.

The Mayor thanked Deputy Mayor Varney for her report and for all that the Youth City Council does to help support the community.

**DAVIS COUNTY LIBRARY RENOVATION AND OFFSITE SERVICES UPDATE**

The Mayor gave the floor to Mr. Josh Johnson who is the library director for Davis County. Mr. Johnson noted the Bountiful Branch of the public library would be closed beginning January 26, 2026, for renovation and would remain closed for a minimum of 18 months. He said there would be an off-site branch located at 85 North Main Street in

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Bountiful, to serve the community while the old building is being renovated. He noted this branch had been serving the South Davis community for over 50 years and significant upgrades and design are intended to help ensure that it will continue to serve the public for another 50 years. He also noted there would be a See You Soon Party taking place this Saturday, January 24, 2026, from 1:00-3:00 PM to say goodbye to the old and hello to the new library.

**CONSENT AGENDA ITEMS**

Council Member Jones made a motion to approve the consent agenda items as presented with Council Member Checketts seconding the motion and all voted in favor of the motion through a roll call vote.

**CONSIDERATION TO APPROVE MINUTES**

The Mayor called for the review of the minutes of the meeting held 12/16/25. The minutes were approved as written through the consent agenda.

**RATIFY CASH DISBURSEMENTS**

The Council ratified the cash disbursements for the time period of 12/12/26-01/15/26 through the consent agenda.

**CONSIDERATION TO APPROVE DEVELOPMENT AGREEMENT AMENDMENT CHOICE LEARNING CENTER**

The Community Development Director noted for the Council that Mr. Paul Tanner is requesting an amendment of the Development Agreement for Choice Learning Center which authorized the development of a private school. Mr. Poole noted this property is located adjacent to 500 South, west of Westwood Mobile Home Park, and south of Legacy Highway Self-Storage, which is situated across 500 South. He said a single residence lies between the mobile home park and the subject property, and vacant land in the SFRT Zone is located to the south.

Mr. Poole noted that the applicant now desires to locate his commercial business within the same building as the private school. He said the applicant's business involves fitting custom prosthetics for individuals and is currently operating in Bountiful.

Mr. Poole noted that staff determined that the existing development agreement limits the use of the property solely to a private school. He said that while combining a business use within a school facility is uncommon, the CRT zone permits a mix of uses.

The existing development agreement includes the following language: D. Owner has razed a structure on the Project Property and desires to construct new improvements consisting of a private school or learning facility to be known as "Choice Learning Center" (the "Project").

The applicant proposes to amend this section to read as follows: D. Owner desires to and has razed a structure on the Project Property and desires to construct new improvements consisting of a **commercial structure primarily to be used as a private school or learning facility**, to be known as "Choice Learning Center" (the "Project"). **In addition to the private school use, Owner and City acknowledges that other uses permitted or conditionally permitted within the CRT (Community Residential Transition) zoning district may be allowed on the Project Property, subject to compliance with all applicable standards and requirements, including but not limited to parking, safety, traffic circulation, and any site plan and/or conditional use permits required by law.**

Mr. Poole noted the proposed language would provide additional flexibility to the property owner for future development of the property while not authorizing any uses beyond those already permitted in the CRT zone. He said that any future use of the property would be subject to site plan review and approval by the Planning Commission and would require compliance with all applicable zoning standards. He also noted that prior to the issuance of a business license, and in addition to approval of the amended development agreement, the applicant must obtain approval from

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the State Fire Marshal and South Davis Metro Fire Agency, and any modifications required by these agencies must also be reviewed and approved by the Building Official. He also said the City Attorney has reviewed the proposed amendment and supports its approval.

Mr. Poole said the staff recommends the City Council approve the proposed amendment to the Development Agreement for Choice Learning Center subject to the following conditions:

1. The applicant shall record the amended development agreement with Davis County.
2. The applicant shall obtain a business license prior to the operation of the commercial business.
3. The building shall comply with all requirements of the State Fire Marshal and South Davis Metro Fire Department prior to the operation of the business.
4. Any building improvements required by the State Fire Marshal and South Davis Metro Fire Department shall be reviewed and approved by the Building Official.

The Council reviewed this item and approved the Development Agreement amendment for Choice Learning Center through the consent agenda.

**CONSIDERATION TO ADOPT RESOLUTION 2026-958 APPROVING AWARDING CONTRACT FOR WELL 3 REPLACEMENT DRILLING**

The Public Works Director shared that this project is the 2<sup>nd</sup> of 3 steps for the Well 3 replacement. He said the well house and site demolition were previously completed in November 2025. He reported that after this project, staff will bid out the wellhouse and pump upfitting project.

The Public Works Director noted that as part of the 2025 Series Water Bond budget, this will be paid for by the Water Fund, which has a budget of \$2,500,000.00 for the entire Well 3 replacement project, including well-house demolition, well-drilling, and well-house construction. The recommendation by the Public Works Director was that High Plains Drilling be awarded the bid in the amount of \$590,685.00 contingent upon JUB engineering verifying the accuracy of the bid results.

The Council reviewed this item and adopted resolution 2026-958 approving the awarding of the contract for Well 3 replacement drilling to High Plains Drilling for the amount of \$590,685.00 through the consent agenda.

**CONSIDERATION TO ADOPT RESOLUTION 2026-959 APPROVING THE SUBMITTAL OF APPLICATION TO DAVIS COUNTY FOR CDBG FUNDS RELATED TO RAMP IMPROVEMENTS AND SUBSIDENCE REPAIRS**

The City Administrator reported the CDBG grant application period runs from January 19 to February 20, 2026. Staff is prepared to submit applications that will qualify for the home subsidence repairs, water line replacement, and ADA ramp installation in an area of the city that qualifies for CDBG funding.

He shared that this resolution meets the CDBG application requirements, showing that the City Council authorized the applications for projects that will take place in the FY27 budget year. He noted the staff will ensure that there will be adequate city matching funds, or we will not submit the applications.

The City Council reviewed this item and adopted resolution 2026-959 approving the submittal of application to Davis County for CDBG funds related to ramp improvements and subsidence repairs through the consent agenda.

**PUBLIC COMMENT**

The Mayor opened the meeting to anyone who would like to make a public comment that would take less than three minutes.

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Ms. LeeAnn Hansen, a city resident, said she wanted to talk about the winter parking restrictions which remain in place from November through March even though there had not been much winter weather this year. Ms. Hansen said parking on the street during this winter has not been as much of an issue, but she said she lives in a townhome and last winter she said her and her sons together had to pay \$950 for parking their extra vehicles for the winter, she said it has gone down to \$675 this year but she felt like it was money down the drain because there had been no snow so far this winter. She suggested that changes be made to the parking restrictions to fit in with the weather conditions with global warming.

She also said she felt that with new high-density projects, there needs to be more parking added to those projects. She said buses and light-rail do not take the place of cars. She said a possible solution would be to loosen the requirements, allowing street parking when there is no snow and then take advantage of the text option the city uses for announcements to let people know there is a storm coming and to not park on the street. She felt this would be better than a blanket parking ban for five months. She said she thought that Text MyGov would be a good solution to use to alert the city of an upcoming parking restriction.

Mr. Andy Oblad addressed the City Council and said he had enjoyed the swearing-in ceremony where an elected official swears an oath to uphold certain standards. He said he was running for county Sheriff and wanted to introduce himself to the Council. He said he lives in Farmington and has worked in law enforcement for 28 years. He said he works as a Chief Deputy right now and is hoping to replace the Sheriff he is retiring. He invited the Council to Meet-the-Candidate nights that would be coming up. He thanked the Council for their time.

There were no further public comments, and the Mayor closed the public comment period.

**PUBLIC HEARING—PROPOSED AMENDMENT TO UTILITY RATES FOR CULINARY WATER, STORM WATER, GARBAGE, AND GREEN WASTE SERVICES TO FUND ONGOING OPERATIONS AND SERVICES AND SYSTEMS**

The Mayor gave the floor to the Public Works Director who noted that rates were adjusted in March of 2025, as part of the rate study, a 5-year plan was put together for incrementally raising rates to meet future project expenses and stabilize the fund balances. He said over the past year, both funds have made progress but more is needed.

The Public Works Director said in 2025, staff has directed LRB to take the Council's direction and recalculate the water rate for the 2025 year and for the next 3-4 years.

He noted a portion of the water and storm water rate increase is due to inflation of materials and costs that went up in the last year by almost 1.1% (CPI-U water and sewer and trash collection services), and construction costs went up by 7.6% over the last year.

The Public Works Director also said that some of the aspects affecting the water and stormwater rate increases are regulatory. He said all costs to meet the updated drinking water regulations are conveyed to ratepayers as the EPA seeks to remove lead from water systems and reduce other contaminants in drinking water, and the EPA releases new containment reduction levels for "forever chemicals" (Microplastics, lithium, and other chemicals). He said the city's water meets all the current EPA and State Division of Drinking Water standards and regulations, thanks to the significant investment in the Treatment Plant. He shared that the state requires all public water suppliers to have water conservation plans, and the city to have a plan to reduce water usage to 200 gallons per capita per day, with the requirement to have tiered water rates to encourage wise water use. He noted the city does have a current Water Conservation plan in place. He noted current water rates are tiered, and there has been a positive response in helping eliminate water waste.

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The Wasatch Integrated Waste Management District Board approved a rate increase for the Household Use Fee (curbside pickup) for Garbage in February 2025. This \$ 1 increase, per can, took effect on January 1, 2026. The city will run this as a pass-through cost to the residents. This affects only the Garbage Cans (Black Cans).

The Finance Director noted the following for the City Council:

**Culinary Water**

Based on the Water Fund Forecast document that was updated again following completion of our most recent audited annual financial report, Staff recommends a 6.33% increase to all culinary water rates. This results is a \$2.00 per month increase to one connection, such as one single-family residence (SFR) base charge. A same percentage increase should apply to the volume charges. Zion's Public Finance, the City's Municipal Financial Advisor (MFA), suggested an increase of 6.5% in Year-1 of the City's new 2025 Series Water Bond debt schedule, which coincides with the current FY2025-2026 budget. This was also a suggestion of Bank of Utah, who purchased the City's 2025 Water Bond on 9/30/25. Per the updated Water

Fund Forecast, the City maintains and moderately grows its modest emergency and general cash reserves. Industry standards for highly rated bonds (AA or AAA) call for one year's revenues in reserve. At the present time, the City has three months revenue in reserve, or 25% of this recommended one-year standard. If the City continues its goal of increasing rates by 5- plus percent for each of the next 5 years, it will still only achieve a five-month revenue reserve (or 42% of long-term goal) to handle emergency repairs or other unforeseen events.

**Solid Waste**

Staff recommend that only the pass-through disposal costs of \$1 per household waste can (black can) be added to the current rates. Apparently, this pass-through cost does not apply to the recycling and green waste cans, so no increase to those can costs would be implemented at this time. The Solid Waste Fund has modestly improved its reserves, which were fortunate to cover can replacement costs that became necessary with the change to Ace Disposal in July 2025.

**Storm Water**

Staff recommend the LRB study increase to \$9.38 per ERU connection. It amounts to just under \$2 per SFR, or in the same range as the culinary water increase. The storm water system is multimillion dollars (\$16 million plus) in subsurface infrastructure, which can be easily out of sight as it is mostly invisible. The LRB study was well produced, and it is important to continue building an emergency repair reserve.

Following the above information given to the Council by report, the Finance Director said he had nothing specific to add but commented on the hefty tax increase a year ago, and said that was needed for funds to catch up the water fund because it was in a deficit position. He said there was a commitment to a five-year plan to add to the reserves, and this is year two years the five-year of the plan. While there is only a two-month reserve right now, Staff hope to have a one-year reserve so there are funds to pay for any type of emergency that may come up. He said they tried to keep it a modest increase to about \$2 per month for a single-family home.

The Mayor then opened the public hearing.

There were no public comments, and the Mayor closed the public hearing.

Council Member Larrabee said this tax increase was much needed.

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The Mayor said they were trying to be financially prepared to take care of the city's water system and provide for the future with this increase.

The City Administrator said there had been a series of grants that were needed to repair water lines to make the repairs which caused a situation that they were catching up. He also said in the consolidated fee schedule there was a fire hydrant rate for 1000-gallon use and if they chose to make these changes there would be a \$2.47 rate for 1000 gallons because it had not been updated. He said if this is adopted, he would be bringing back the consolidated fee schedule to the next meeting to ratify.

Council Member Grover thanked staff for what they had done. He said he had been comparing rates to other cities, and he noticed there are other cities that are not doing small increases and he is afraid they will have a significant increase in the future because they are not being proactive.

The Mayor said he has been impressed with staff and what they are doing with the water, in particular and replacing the water lines and updating the infrastructure. He said a neighboring city got in trouble and had to triple their water rates because they had issues and were not able to pay for them without that large increase. He said he felt like it is much better to be updated.

Council Member Peterson also said she was grateful for the proactivity of staff to get the water fund in a positive position for the future.

**CONSIDERATION TO APPROVE ORDINANCE 637 TO AMEND UTILITY RATES**

Following the discussion by the City Council on this matter, Council Member Grover made a motion to approve ordinance 637 to amend utility rates. Council Member Peterson seconded the motion, and all voted in favor of the motion through a roll call vote.

**SET DATE FOR STRATEGIC PLANNING 2027/ULCT SPRING CONFERENCE APRIL 22-24**

The Mayor noted the City Administrator needed to get direction on what the Council would like to plan for strategic planning for next year. The Council said January 7<sup>th</sup> and 8<sup>th</sup> would work for next year, with January 7<sup>th</sup> meeting starting at 4:30 pm instead of 4:00 pm.

The Mayor also noted the League Conference was in April and Council Members Checketts, Grover, Peterson, and Jones said they are going. The Mayor said he has a conflict, but he may be able to be there.

**COMMUNITY DEVELOPMENT DECEMBER REPORT**

**Building Permits and Land Use Applications**

- 14 Residential Building Permits (3 New Single-Family)
  - o \$2,151,560 total valuation
  - o \$63,448 total permit fees
- 3 Commercial Building Permits
  - o \$5,587,232 total valuation
  - o \$80,074 total permit fees
- 1 Miscellaneous Building Permits
  - o \$8,163 total valuation
  - o \$227 total permit fees
- 1 Site Plan Applications
- 4 Miscellaneous Land Use Applications

**Business Licenses**

- 5 new Business Licenses

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- 1 new Home Occupation Licenses
- 715 total

Code Enforcement

- 6 new Cases
- 24 total Active Cases
- Top Cases
  - o Parking violations – parking on lawn, inoperable vehicles, etc.
  - o 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 hired Samantha (Sam) Harris to fill Marcee's administrative role. She was doing a very similar job for Bountiful City, and we are very fortunate to get her. As a bonus she is a resident of Woods Cross!
- We held our first programming meeting with Method Studio and Hogan Construction last Thursday. Over the next few weeks, they will be surveying the departments moving into the new city hall to find out their needs.
- New construction projects underway
  - o DC Customs and the Boat Shack – next to Pace's Dairy Ann
  - o The Crossing townhomes – northeast of Woods Cross High and across 500 West from The Hills Apartments
  - o Salmon Electric office warehouse – 1379 S Redwood Road
  - o Auto Savvy – north of Woods Cross High (The dealership is expanding their lot to the east to accommodate more space for staging vehicles and more employee parking. There is no building being constructed; however, it has generated a lot of interest and inquiries by residents.)
- New retail business
  - o Indoor Golf of Utah – 2453 Wildcat Way, Suite

**COMMUNITY SERVICES REPORT**

COMMUNICATION—Website—Working on getting the information uploaded for the launch date. Thanks for sending your bios.

EGGSTRAVAGANZA—The next city event will be the Teen Glow in the Dark Egg Hunt and then the Easter Eggstravaganza. The YCC is working on baskets and prizes. Stay tuned for additional details.

SENIOR LUNCH—January Lunch—Just Serve city initiative is working! We are excited to have volunteers come and help with this great event.

YCC—The YCC t-shirts and hoodies are here-if you would like one, please email me your size. They are getting ready for the Easter Event and conference.

UPCOMING—Employee Dinner—January 23—Public  
Teen Egg Hunt—March 20—Mills Park  
Easter Eggstravaganza—March 21—Mills Park  
Arbor Day—April 25—Location TBD  
Memorial Day—May 25—Hogan Park



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**POLICE DEPARTMENT REPORT**

<b>Dispatched/On View Calls</b>			
<b>2025</b>		<b>2024</b>	
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-	426	December-	511

<b>Patrol Overview</b>			
<b>December 2025</b>		<b>November 2025</b>	
Calls for service-	426	Calls for service-	385
Reports-	205	Reports-	212
Citations-	61	Citations-	69
Physical Arrests-	09	Physical Arrests-	09
Use of Force-	02	Use of Force-	00

**DETECTIVE DIVISION**

34- New Persons Crimes/Sexual Assault/Death Investigations /C.A.N.R. cases (Child Abuse Neglect Report)  
 14- New Theft/Property/Fraud Cases  
 19- Cases closed with and without arrests.  
 01-Death Investigation.

**USE OF FORCE**

The Patrol sergeants and administration reviewed two use of force incidents for the month of December. The incidents were found to be within department policy and state law.

**DEPARTMENT ACTIVITY**

- Woods Cross Elementary came to City Hall for lunch with the chief.

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- The police department participated in the Santa Claus Parade and holiday lighting ceremony.
- Jaden Winstead and Saevrie Terzo were sworn in at council meeting
- Woods Cross Police participated in COPS for Kids at the Clinton Wal-Mart. This program is sponsored by the Fraternal Order of Police and has been a huge success for many decades.

**INVESTIGATIONS/ICAC**

The investigations division assisted with seven ICAC search warrants in the month of December.

Detective Zierse and Detective Timothy participated in an undercover chat operation that was held in Lehi. The undercover operation was a huge success resulting in the arrests of numerous individuals. One of those individuals brought his juvenile son to Woods Cross to have relations with an adult male, who was an undercover officer.

Detective Timothy is studying to take his drone pilot license.

**PUBLIC WORKS REPORT**

**Parks Tasks December**

- Christmas Party
- Removed Batteries From Sprinklers/Timers • Sorted Banners
- Updated Fleet Miles/Hours Doc
- Tool/Equipment Inventory
- Gopher Dragging
- Leaf Pick Up
- Pruning – 40+ Trees/Shrubs
- Police Report
- Chip Drop + Spread at Tank Farm - Loads
- Power Point – Help W/ Sam's Presentation
- New Running Boards Installed
- Public Works Wall Repair
- Park Inspections 20+
- Playground Inspections - 12
- Budget Work
- Storm Damage Inspection/Repair
- Franklin Coey Units – Countless

**Street Tasks December**

- Finished Park Strip Tree Trimming/Chipping
- Street Light Survey
- Sidewalk/Gutter Replacement 1200 W + 3 Sycamores
- Asphalt Patching ADA Ramp @ 940 W 1000 S
- Storm Drain Inlet Cleaning
- Filling Potholes
- Equipment Maintenance
- Garbage Can Work
- Backfill Topsoil In Areas of Replaced Concrete
- Hauled 10 + Loads of Asphalt and Concrete
- Sign Inventory For Next Phase of Replacement
- Trash Removal Along Wildcat Way Entrance
- Yard/Building Cleaning/Maintenance
- Service Trailers/Oil Decks
- Ongoing Franklin Covey
- Asphalt Patching for 2025
  - o 74 Tons/148,000lbs

**Water Tasks December**

- 140 Blue stake/Utility Locate Requests
- 2 Water Leaks • 3 After-Hour Call-Outs
- 1100 W Water Line Project (Completed)
- 8 shut off due to delinquent payments (8 paid and 2 still off)
- BSI Online Progress/Begin Start-up
- 1200 S Storm Drain Project On-Going (Complete)
- 5 SWPPP Site Inspections
- 36 Water Meter Endpoints Warrantied
- Clean, Organizing, and Shop Inventory of Tools
- Updated GIS Mapping
- Ongoing Franklin Convey Program
- Rural Water Apprenticeship Program (Marcus)

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Lead Service Line Survey

- Water Systems are required by the EPA to perform a service line inventory in 2 phases
- Phase 1 is complete – Big thanks to our Water Operators
- We achieved the “No Lead” status for Phase 1 by the Division of Drinking Water

1100 W Waterline

- Completed.
- Final costs came in under the contractor’s bid. Danny and the contractor worked together and saved almost \$70,000

1200 S Storm Drain

- Contractor is completed for the year.
- They will come back this spring to repair landscaping and sprinklers. We are withholding money until they are all done.
- The cost of this project is projected to be \$18,000 over budget due to Asphalt issues and an additional inlet box.

IN THE WORKS

- Development Review Committee
  - o Project management is transitioning to UDOT as per the terms of the grant award.
- Transportation Master Plan update in process
- The 2nd Open House is planned for January 20th.
- Well 3 Rehab and 1500 S water reservoir are in design.
  - o Currently out to bid for Well drilling
- The Reuse Plan application is still in process at the State Engineer’s office.
- Well 4 pump and motor on order
- Working with UDOT I-15 and Double Tracking Projects
  - Weber Basin Mainline and meters
    - o Will be installing a mainline and meters in the neighborhood north of Woods Cross Elementary
- 1100 W 2100 S to 2600 S Widening

CITY ADMINISTRATOR REPORT

1. The strategic planning meeting held on January 8th & 9th was a great success. Staff appreciated the opportunity to share the accomplishments from 2025 and highlight opportunities for the coming year.
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. I attended Legislative Policy Committee (LPC) meeting on Mon.Jan.15th.
  - a. There is a lot of discussion on the legislature making changes to the property tax process. These ideas include:
    - i. limiting the annual TNT to 5%,
    - ii. requiring the tax increase to be approved by a vote of the public during the general election,
    - iii. reducing the property tax on a primary residence from 55% to possibly 40%. However, this would shift that tax burden to commercial properties,
    - iv. Increasing the length of time to complete TNT which might make it a 6-month process.
  - b. Changes are likely coming to the transportation utility fund regulations.
4. The county approved the CDBG subsidence grant for FY26 so we will bring that project to you for approval in Feb.
5. Working to resolve past issues with the West Legacy Trail asphalt project.
6. The December finance report is included in the packet. We have received just over half of our property taxes, and none of the RDA property taxes. Development revenue has been strong as well as

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7. Class-C road funds, RAP tax, energy tax, park, and storm drain impact fees. We have seen sales tax softening over the past couple of months along with transient room tax. Overall, the budget looks great. Please let me know if you have any questions.

**FINANCE REPORT**

The City Council reviewed the Finance Report for December.

**QUESTIONS DIRECTION TO STAFF**

Council Member Checketts said that Weber Basin dug into the new road and patched it and they did not do a very good job. The Public Works Director said they would come back and do a better job when the asphalt plants are fully operating again and the weather is warmer.

Council Member Grover asked about hosting the transportation open house. The Public Works Director said they would be planning for safety items to look at for city owned roads. He said it will eventually be adopted through the General Plan as an appendices.

**COUNCIL REPORTS**

Council Member Grover said he had missed the mosquito abatement meeting due to the strategic planning meeting.

The Mayor said he had attended the sewer district, fire district, and recreation district meetings and everything was going as usual.

**CONSIDERATION TO PROCEED WITH SALE CITY OWNED PROPERTY/PROPERTIES**

The City Administrator said he did not have anything to share with the Council on this matter right now. He said he was going to look at more information moving forward. He said he would appreciate moving it to the next meeting.

**CLOSED MEETING**

There was no closed meeting needed at this time.

**ADJOURNMENT**

There being no further business before the City Council, Council Member Checketts made a motion to adjourn the meeting at 7:23 P.M. with Council Member Larrabee seconding the motion and all voted in favor of the motion through a roll call vote.

Approved by City Council 2/3/26

# CASH      DISBURSEMENTS

<u>Funds: 1st &amp; 2nd digit of Account #</u>	<u>Departments: 3rd &amp; 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
31252	01/20/2026	SILVER SPUR CONSTRUCTION	1100 W WATERLINE 2100 2 - 2600 S	51-61-701	82,908.39-	55-24-092 PA
Total 31252:					82,908.39-	
31260	01/20/2026	SILVER SPUR CONSTRUCTION	1100 W WATERLINE 2100 2 - 2600 S	51-61-701	82,908.39	55-24-092 PA
Total 31260:					82,908.39	
31267	01/22/2026	BOUNTIFUL CITY CORP	339 W 2600 S Electric Power	51-40-270	31.16	2501899
Total 31267:					31.16	
31268	01/22/2026	BRAD BILLINGS	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50	25-0121
Total 31268:					37.50	
31269	01/22/2026	BRADY INDUSTRIES	TRASH LINERS	10-51-260	42.17	11146555
31269	01/22/2026	BRADY INDUSTRIES	TRASH LINERS	10-79-260	42.17	11146555
Total 31269:					84.34	
31270	01/22/2026	CARENOW	DRUG PANEL - S ANDERSON	56-40-620	75.00	UT6345-413
Total 31270:					75.00	
31271	01/22/2026	CHUTPOL CHANAROK	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50	25-0114
Total 31271:					37.50	
31272	01/22/2026	EMINENT TECHNICAL SOLUTIONS	MONTHLY CAMERA MONITORING-DEC 2025	10-51-280	240.00	CM-16849
Total 31272:					240.00	
31273	01/22/2026	JUSTIN JOHNSON	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50	24-6275

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 31273:					37.50	
31274	01/22/2026	LANCE WHITTEN	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50	25-0075
Total 31274:					37.50	
31275	01/22/2026	LEVIN SLIKER	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50	23-6276
Total 31275:					37.50	
31276	01/22/2026	LISA TERRY	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	12.50	09-3319
Total 31276:					12.50	
31277	01/22/2026	MALIYAH HERRIN	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	25.00	25-0041
Total 31277:					25.00	
31278	01/22/2026	MORGAN ASPHALT	2025 ROAD MILL/OVERLAY PROJECT PAY APP 3/FINAL	21-40-410	31,326.67	55-25-053 A
Total 31278:					31,326.67	
31279	01/22/2026	O'REILLY AUTOMOTIVE, INC.	W14 WIPER BLADES	51-40-250	39.62	6177-201762
Total 31279:					39.62	
31280	01/22/2026	RILEY SCHAAD	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50	24-6315
Total 31280:					37.50	
31281	01/22/2026	SOUTH DAVIS SEWER DISTRICT	Sewer Service MOUNTAIN VIEW PARK	10-83-270	162.00	00874-00 1/2
31281	01/22/2026	SOUTH DAVIS SEWER DISTRICT	Sewer Service HOGAN PARK	10-83-270	162.00	01630-00 1/2
31281	01/22/2026	SOUTH DAVIS SEWER DISTRICT	SEWER SERVICE-BLUE HOUSE	10-51-270	324.00	01829-00 1/2
31281	01/22/2026	SOUTH DAVIS SEWER DISTRICT	SEWER SERVICE-CITY HALL	10-51-270	648.00	01912-00 1/2
31281	01/22/2026	SOUTH DAVIS SEWER DISTRICT	Sewer Service Post Office Property	10-51-270	162.00	031466-00 1/
31281	01/22/2026	SOUTH DAVIS SEWER DISTRICT	Sewer Service OLD PW SHOPS	10-51-270	162.00	07910-00 1/2
31281	01/22/2026	SOUTH DAVIS SEWER DISTRICT	SEWER SERVICE-TREATMENT PLANT	51-40-270	162.00	10924-00 1/2

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
31281	01/22/2026	SOUTH DAVIS SEWER DISTRICT	Sewer Service LOWER MILLS	10-83-270	324.00	13985-00 1.2
31281	01/22/2026	SOUTH DAVIS SEWER DISTRICT	Sewer Service NEW PW SHOPS	10-79-270	1,296.00	17991-00 1/2
Total 31281:					3,402.00	
31282	01/22/2026	SOUTH FORK HARDWARE-NSL #87	STREETS MISC SUPPLIES	10-71-610	65.97	699153
Total 31282:					65.97	
31283	01/22/2026	STEP SAVER INC	CHLORINATION SALT	51-40-610	119.68	539331
31283	01/22/2026	STEP SAVER INC	LESS SALES TAX	51-40-610	7.16-	539331
Total 31283:					112.52	
31284	01/22/2026	TERRACON CONSULTANTS INC	GEOTECH HOGAN PARK/NEW CH BLDG AND DESIGN	46-40-720	13,200.00	TQ15325
Total 31284:					13,200.00	
31285	01/22/2026	THE FINAL SWEEP, LLC	FALL STREET SWEEPING	56-40-620	8,330.00	7708
Total 31285:					8,330.00	
31286	01/22/2026	UNIFIRST FIRST AID AND SAFETY	EYEWASH CARTRIDGES (4)	10-79-260	1,645.05	2221402-000
31286	01/22/2026	UNIFIRST FIRST AID AND SAFETY	RESTOCK FIRST AID SUPPLIES CITY HALL	10-51-260	126.77	D631128
Total 31286:					1,771.82	
31287	01/22/2026	VERIZON WIRELESS	PD AIR CARDS	10-60-280	820.44	6133350113
31287	01/22/2026	VERIZON WIRELESS	PW TABLETS	10-51-280	220.02	6133350113
Total 31287:					1,040.46	
31288	01/22/2026	PEHP HEALTH INSURANCE	RETRO - M EVANS	10-22410	2,036.37-	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	CRT GROUP INSURANCE	10-42-131	1,500.45	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	ADMIN GROUP INSURANCE	10-43-131	2,856.15	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	CD GROUP INSURANCE	10-57-131	1,275.38	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	PD GROUP INSURANCE	10-60-131	26,435.60	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	STREETS GROUP INSURANCE	10-71-131	429.02	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	PUBLIC WORKS GROUP INSURANCE	10-79-131	204.88	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	PARKS GROUP INSURANCE	10-83-131	2,286.71	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	REC GROUP INSURANCE	10-86-131	1,019.54	AC-0000004



Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
31288	01/22/2026	PEHP HEALTH INSURANCE	RDA GROUP INSURANCE	25-40-131	976.37	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	WTR GROUP INSURANCE	51-40-131	6,175.69	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	S WASTE GROUP INSURANCE	52-40-131	236.00	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	STRM WTR GROUP INSURANCE	56-40-131	2,486.90	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	MED GROUP INSURANCE	10-22410	820.96	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	VISION GROUP INSURANCE	10-22410	224.59	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	FLEX GROUP INSURANCE	10-22400	2.92	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	RETRO - M EVANS	10-22410	2,036.37	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	CRT GROUP INSURANCE	10-42-131	1,500.45	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	ADMIN GROUP INSURANCE	10-43-131	2,856.15	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	CD GROUP INSURANCE	10-57-131	1,275.38	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	PD GROUP INSURANCE	10-60-131	26,435.60	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	STREETS GROUP INSURANCE	10-71-131	429.02	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	PUBLIC WORKS GROUP INSURANCE	10-79-131	204.88	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	PARKS GROUP INSURANCE	10-83-131	2,286.71	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	REC GROUP INSURANCE	10-86-131	1,019.54	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	RDA GROUP INSURANCE	25-40-131	976.37	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	WTR GROUP INSURANCE	51-40-131	6,175.69	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	S WASTE GROUP INSURANCE	52-40-131	236.00	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	STRM WTR GROUP INSURANCE	56-40-131	2,486.90	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	MED GROUP INSURANCE	10-22410	820.96	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	VISION GROUP INSURANCE	10-22410	224.59	AC-0000004
31288	01/22/2026	PEHP HEALTH INSURANCE	FLEX GROUP INSURANCE	10-22400	2.92	AC-0000004
Total 31288:					.00	
31289	01/29/2026	DAN SCHULTZ	PER DIEM FOR UCOPA CONFERENCE 3.22-3.26.2026	10-60-230	169.00	032226
Total 31289:					169.00	
31290	01/29/2026	DAVIS COUNTY TREASURER	Truth in Taxation Notice - Standard Examiner 7/25	10-43-310	138.33	131861
Total 31290:					138.33	
31291	01/29/2026	EMINENT TECHNICAL SOLUTIONS	PW MICRODESKTOP W SETUP	10-46-740	1,005.00	EM-73811
31291	01/29/2026	EMINENT TECHNICAL SOLUTIONS	PD RUGGED LAPTOP W SETUP	10-46-740	3,280.00	EM-74051
31291	01/29/2026	EMINENT TECHNICAL SOLUTIONS	QUARTERLY IT SUBSCRIPTIONS	10-46-310	2,775.50	EM-74466
Total 31291:					7,060.50	
31292	01/29/2026	INTERFORM	SHIRTS & EMBROIDERY-T KINSER	10-83-610	196.00	572424

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
31292	01/29/2026	INTERFORM	SHIRTS & EMBROIDERY-M HUFF	51-40-610	342.32	572425
Total 31292:					538.32	
31293	01/29/2026	JAMES BIGELOW	PER DIEM FOR UCOPA CONFERENCE 3.22-3.26.2026	10-60-230	169.00	032226
Total 31293:					169.00	
31294	01/29/2026	JUB ENGINEERS, INC	92-25-02100 2025 GIS PARKS MAPS/SIDEWALK GRINDING	10-47-310	832.70	192618
31294	01/29/2026	JUB ENGINEERS, INC	55-20-13300 1100 W-2150 S STP RDWAY PROJECTS	21-40-737	5,395.29	192671
31294	01/29/2026	JUB ENGINEERS, INC	55-22-03800 1200 S STORM DRAIN	56-61-701	16,178.70	192676
31294	01/29/2026	JUB ENGINEERS, INC	DEPRECIATION PLAN UPDATE 2023	56-40-310	5,236.93	192677
31294	01/29/2026	JUB ENGINEERS, INC	DEPRECIATION PLAN UPDATE 2023	51-40-310	1,516.13	192677
31294	01/29/2026	JUB ENGINEERS, INC	DEPRECIATION PLAN UPDATE 2023	21-40-310	580.14	192677
31294	01/29/2026	JUB ENGINEERS, INC	55-23-16000 WELLS #3 REHABILITATION	51-61-702	12,173.48	192680
31294	01/29/2026	JUB ENGINEERS, INC	55-24-09200 1100 W 2600 S Waterline	51-61-701	4,478.02	192686
31294	01/29/2026	JUB ENGINEERS, INC	55-24-10500 2024 SUBSIDENCE MITIGATION	25-40-311	732.00	192688
31294	01/29/2026	JUB ENGINEERS, INC	55-25-03300 UTA DOUBLE TRACK REVIEW	10-47-310	186.50	192699
31294	01/29/2026	JUB ENGINEERS, INC	55-25-00800 2025 DEVELOPMENT REVIEWS	10-47-310	2,348.90	192702
31294	01/29/2026	JUB ENGINEERS, INC	55-25-04500 2025 WATER PROJECTS	51-40-310	2,426.60	192703
31294	01/29/2026	JUB ENGINEERS, INC	55-25-04900 1500 S Tank #2	51-61-703	25,103.61	192704
31294	01/29/2026	JUB ENGINEERS, INC	55-25-05000 STORM DRAIN PROJECTS	56-40-310	2,872.30	192705
31294	01/29/2026	JUB ENGINEERS, INC	55-25-05300 2025 STREETS PROJECTS	21-40-310	294.00	192706
31294	01/29/2026	JUB ENGINEERS, INC	RP-25-00269 1500 S RR XING SURVEY	51-40-310	1,783.33	192717
31294	01/29/2026	JUB ENGINEERS, INC	RP-25-00270 A-2 DRAIN MAINTENANCE	56-40-310	2,831.90	192718
31294	01/29/2026	JUB ENGINEERS, INC	RP-25-0366 CITY HALL/HOGAN PARK SURVEY	46-40-720	1,048.51	192721
Total 31294:					86,019.04	
31295	01/29/2026	MICHELLE ROWLEY	PER DIEM FOR UCOPA CONFERENCE 3.22-3.26.2026	10-60-230	169.00	032226
Total 31295:					169.00	
31296	01/29/2026	NICHOLAS & LINDA PETERSON	REFUND OVERPAYMENT-FINAL BILL	01-11750	36.33	22.0335.0.2
Total 31296:					36.33	
31297	01/29/2026	POINT S TIRE & AUTO SERVICE	PW VN 91491 P19 OIL CHANGE	10-83-250	73.95	0185574
Total 31297:					73.95	

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
31298	01/29/2026	RODDA PAINT	TOUCH UP PAINT PW MULTIPURPOSE ROOM	10-79-260	116.81	95007283
Total 31298:					116.81	
12092501	01/22/2026	PEHP HEALTH INSURANCE	RETRO - M EVANS	10-22410	2,036.37-	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	CRT GROUP INSURANCE	10-42-131	1,500.45	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	ADMIN GROUP INSURANCE	10-43-131	2,856.15	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	CD GROUP INSURANCE	10-57-131	1,275.38	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	PD GROUP INSURANCE	10-60-131	26,435.60	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	STREETS GROUP INSURANCE	10-71-131	429.02	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	PUBLIC WORKS GROUP INSURANCE	10-79-131	204.88	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	PARKS GROUP INSURANCE	10-83-131	2,286.71	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	REC GROUP INSURANCE	10-86-131	1,019.54	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	RDA GROUP INSURANCE	25-40-131	976.37	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	WTR GROUP INSURANCE	51-40-131	6,175.69	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	S WASTE GROUP INSURANCE	52-40-131	236.00	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	STRM WTR GROUP INSURANCE	56-40-131	2,486.90	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	MED GROUP INSURANCE	10-22410	820.96	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	VISION GROUP INSURANCE	10-22410	224.59	AC-0000004
12092501	01/22/2026	PEHP HEALTH INSURANCE	FLEX GROUP INSURANCE	10-22400	2.92	AC-0000004
Total 12092501:					44,894.79	
Grand Totals:					199,367.13	

Report Criteria:

Report type: GL detail

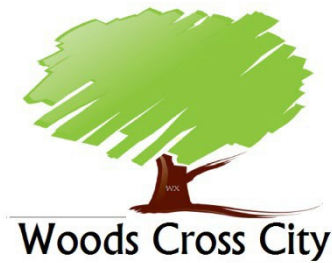
# Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: January 28, 2026

Re: Discussion and Possible Action on the Sale of Surplus Property



During the December 16<sup>th</sup> and January 9<sup>th</sup> city council meetings, the council discussed the possible sale of the old post office and old public works property. Staff was given direction to talk with Brandon Wood with the Northwood Group about a sales contract to sell the old post office at this time.

I've spoken with Brandon and received the attached contract to engage him for the sale of the property. He is also evaluating a list of questions regarding the old public works property that we will review in the future. This contract is only be for the potential sale of the old post office.

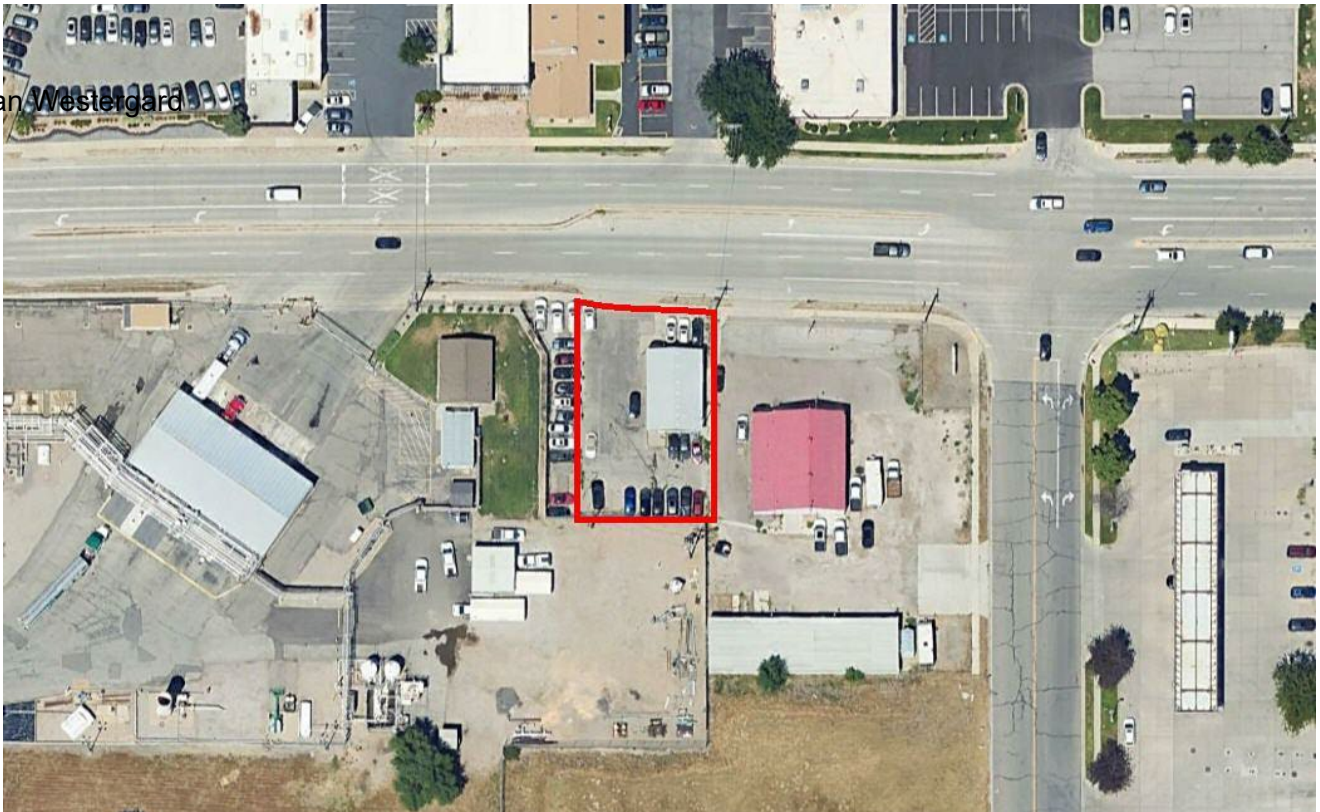
## The city property (old post office) that is being discussed:

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





Ryan Westergaard



ID: 060490256

**PROPERTY OWNERSHIP**

Owner	WOODS CROSS CITY
Mailing Address	1555 SOUTH 800 WEST
Mailing City	WOODS CROSS
Mailing State	UT
Mailing Zip	84087

**GENERAL INFO**

ID	060490256
Site Address	
Site City	
Site Zip	
Tax Legal Desc	COM AT A PT BEING 550.3 FT S & 34.85 FT ...
Acresage	0.186

[View Parcel Detail](#)

An aerial photograph of the same property, but with a blue outline instead of red. A data overlay is present on the left side of the image, providing property details. The property is situated between two roads, with a large white building and a parking lot visible. The data overlay includes the ID, ownership information, and general info.

## 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.

## RESOLUTION 2026 - 960

### A RESOLUTION APPROVING A CONTRACT WITH A REAL ESTATE PROFESSIONAL FOR THE POTENTIAL SALE OF CITY PROPERTY LOCATED AT 735 WEST 500 SOUTH

**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, held a public hearing on December 16, 2025, to allow comment on the proposed disposal of property located at 735 W 500 S in Woods Cross, Utah.

**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 engage Brandon Wood, President and Principal Broker with the Northwood Group, to market the property, manage a sealed bid or other process allowed by City and State code, 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 3<sup>RD</sup> DAY OF FEBRUARY 2026.**

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 _____
Rachel Peterson	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

Note: The Lot Size and Building Size information for the property 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.

Sales Contract To Be Attached Below





## EXCLUSIVE AUTHORIZATION FOR SALE OF REAL PROPERTY

### 1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 **Parties:** This Exclusive Authorization for Sale of Real Property, ("**Agreement**"), dated 1/16/2026 is made by and between Woods Cross City whose address is 1555 S 800 W, Woods Cross, UT 84087 ("**Owner**"), and The Northwood Group (a d.b.a. for Northwood, Inc.), whose address is PO Box 346, Kaysville, Utah 84037 ("**Agent**").

1.2 **Property/Premises:** The real property, or a portion thereof, which is the subject of this Agreement is commonly known by the address at 735 W 500 S, City of Woods Cross, County of Davis, State of Utah and generally described as (nature of the property) Approx. .19 acres Parcel 06-049-0256 ("**Property**"). The term "Property" shall include all permanent improvements and fixtures which are currently located on the Property to the extent owned by Owner, including all appurtenant rights.

1.3 **Term of Agreement:** The term of this Agreement shall commence on 2/4/2026 and shall expire at 5:00 p.m. on 8/31/2026 ("**Term**"). The Term shall automatically extend for successive ninety (90) day periods unless cancelled in writing at least (thirty) 30 days prior to the end of the current Term. Either party shall have the right to terminate this agreement at any time during the Term by providing 30 days prior written notice to the other party.

1.4 **Transaction:** A sale for the following price and terms: \$TBD ( Dollars) ("**Transaction**").

### 2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction with buyers ("**buyer**") for the Property and to market the Property in a commercially reasonable manner. Owner's and Agent's agency relationship is detailed in the Agency Relationship Disclosure attached as Exhibit B and hereby incorporated herein. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all inquiries or contacts received by Owner from any source regarding a possible Transaction.

2.2 Owner authorizes Agent to place advertising signs on the Property, to distribute information regarding the Property to any such persons or entities deemed appropriate by Agent, to cooperate with other real estate brokers (collectively "**Cooperating Broker**"), and to accept deposits from potential buyers. Owner shall identify in writing as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. After consummation of a Transaction, Agent may publicize the terms of such Transaction.

2.3 If Agent finds a prospective buyer for the Property that is not represented by a licensed real estate agent, Agent shall notify owner and not act as an agent for the potential buyer until Owner provides consent to such dual agency, which consent may be withheld but can be provided in Agency Relationship Disclosure (see Exhibit B). A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

2.4 Owner agrees that Agent may, during the ordinary and normal course of marketing the Property, respond to inquiries on the Property by showing and providing information on the Property, as well as other competing properties, to prospective buyers and that such activities may result in the payment of a commission to Agent by a third party.

### 3. DUTIES OF OWNER.

3.1 Within five business days after the commencement of the Term hereof, Owner shall provide Agent with the following:

- (a) Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents containing any other limitations on Owner's right, ability and capacity to consummate a Transaction, and
- (c) If available to Owner, copies of building plans, title reports, boundary surveys, and existing notes and trust deeds which will continue to affect the Property after consummation of a sale.

3.2 Owner shall have sole responsibility for maintenance, repair, replacement, operation, and security of the Property.

### 4. COMMISSION.

4.1 Owner shall pay Agent a commission in the amount of 6% of the gross sales price regardless of whether such Transaction is consummated as a result of the efforts of Agent, Owner, or some other person or entity ("**Agreed Commission**"). Such Agreed Commission is deemed earned and payable as follows:

(a) If during the Term, or for 180 days following the Term as provided in Paragraph 6.1, (i) Owner accepts an offer to purchase from a buyer; (ii) a buyer is procured who makes an offer to purchase the Property on the terms stated herein or upon any other terms or conditions acceptable to Owner; (iii) the Property or any interest therein is voluntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation; or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity; or

4.2 Commissions shall be paid at the time of escrow or within 180 days following any of the events listed in Paragraph 4.1(a) or (b), whichever occurs first; absent an intended escrow, commissions shall be paid upon execution and delivery of the agreement evidencing any such Transaction or Alternative Transaction.

**5. ALTERNATIVE TRANSACTION.** If the Transaction changes to any other type transaction, including, but not limited to, an exchange, option to buy, right of first refusal, ground lease, lease, sublease or assignment of lease ("**Alternative Transaction**"), then Agent shall automatically be Owner's sole and exclusive Agent for such Alternative Transaction and represent Owner in such Alternative Transaction under the same terms and conditions of this Agreement and shall be entitled to a commission.

## **6. REGISTERED PERSONS.**

6.1 Agent shall, within thirty days after the expiration of the Term hereof, provide Owner, in writing, with the name of those persons or entities with whom Agent either directly or through another broker had negotiated during the Term hereof ("**Registered Persons**"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically be deemed to be Registered Persons. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. The parties are aware that the registration of certain individuals and/or entities may create a Dual Agency. If Owner does not consent to a Dual Agency, Agent shall terminate any existing relationship and solely represent Owner. If, within one hundred eighty days after the expiration of the Term hereof, Owner enters into a Transaction or Alternative Transaction with a Registered Person, then Owner shall pay Agent the Agreed Commission. If, within one hundred eighty days after the expiration of the Term hereof, Owner enters into another owner agency or listing agreement with a broker other than Agent for any transaction concerning the Property, Owner shall provide to Owner's new broker the names of the Registered Persons, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a transaction with a Registered Person.

## **7. OWNER'S REPRESENTATIONS.**

7.1 Owner represents and warrants that:

- (a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;
- (b) Owner owns the Property and/or has the full right, power and authority to execute this Agreement and to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;
- (c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;
- (d) Owner has no notice or knowledge that any lessee or sublessee of the Property, if any, is the subject of a bankruptcy or insolvency proceeding; and
- (e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability or capacity to consummate a Transaction, except as disclosed in writing pursuant to Paragraph 3.1(b).

**8. OWNER'S ACKNOWLEDGEMENTS.** Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction or Alternative Transaction, as well as the physical, environmental or legal condition of the Property. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

## **9. MISCELLANEOUS.**

9.1 If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 10% per annum or the maximum rate allowed by law, whichever is less.

9.2 The prevailing party to any litigation brought to enforce the terms of this Agreement shall be entitled to an award of its attorney's fees and costs.

9.3 The parties of this Agreement agree to indemnify, defend (with counsel reasonably acceptable to the indemnified party), and hold the other party harmless from and against any claim or liability asserted against the party as a result of the failure of the other party to make a full and complete disclosure pursuant to law or paragraph 3.1(a) or as a result of the fact that any of the representations made by the party were not true at the time that this Agreement was signed.

9.4 Agent shall not be liable for any loss, damage, or injury to the person or property of Owner, any lessees of the Property, any buyer, prospective buyer, lessee, or prospective lessee.

"OWNER"

"AGENT" The Northwood Group  
(a d.b.a. for Northwood, Inc.)

---

By:

**Ryan Westergard**

---

Name Printed:

Mayor, Woods Cross City

---

Title:

---

By: Brandon L. Wood / Principal Broker

## EXHIBIT B

### AGENCY RELATIONSHIP DISCLOSURE, HAZARDOUS MATERIALS WARNING AND DISCLOSURE & AMERICANS WITH DISABILITIES ACT DISCLOSURE

THIS DISCLOSURE FORM IS INTENDED FOR USE BY REAL ESTATE LICENSEES IN DISCLOSING AGENCY RELATIONSHIP(S) TO BUYER AND SELLER

**When you enter into discussion with a real estate agent regarding a real estate transaction, you should from the outset understand whom the real estate agent is representing in the transaction. More importantly, you should understand how that agency relationship impacts your business with the real estate agent.**

#### Agency Relationship of Seller's Agent

**The Principal/Branch Broker and Agent agree to act for the Seller and will work diligently to locate a buyer for the Property. As the Seller's agent, they will act consistent with their fiduciary duties to the Seller of loyalty, full disclosure, confidentiality, and reasonable care. The seller understands, however, that the Principal/Branch Broker and Agent may now, or in the future, agree to act as agent for a buyer who may wish to negotiate a purchase of the Property. Then the Principal/Branch Broker and Agent would be acting as a Limited Agent representing both the Seller and prospective Buyer at the same time. Limited agency is allowed under Utah Law only with informed consent of the Seller and prospective Buyer.**

#### Agency Relationship of Buyer's Agent

**The Principal/Branch Broker and Agent agree to act as agent for the Buyer and will work diligently to locate a property acceptable to the Buyer, and to assist the buyer in negotiating the acquisition of a property. As the Buyer's agent, they will act consistent with their fiduciary duties to the buyer of loyalty, full disclosure, confidentiality, and reasonable care. The Buyer does, however, understand that the Principal/Branch Broker and Agent may now, or in the future, agree to act as agent for a Seller who may want to negotiate with the Buyer on the sale or lease of the Seller's property. Then the Principal/Branch Broker and Agent would be acting as a Limited Agent because they would be representing both the Broker and the Seller at the same time. Limited agency is allowed under Utah law only with the informed consent of the Buyer and Seller.**

#### Agency Relationship Representing both Buyer and Seller (Limited Agency)

**Limited agency is allowed under Utah law only with the informed consent of the Buyer and Seller. For consent to be informed, the Buyer and seller must understand that:**

**Conflicting Duties:** With limited agency, conflicting duties of disclosure, loyalty and confidentiality to each party will arise.

**Duty of Neutrality:** To resolve these conflicting duties, the limited agent will be bound by further duty of neutrality. Being neutral, the limited agent will not disclose to either party information likely to weaken the bargaining position of the other, for example, the highest price the Buyer will offer or the lowest price the Seller will accept. However, the limited agent will disclose to both parties material information known to the limited agent regarding a defect in the property and the ability of the other to fulfill all obligations under their agreement

**Conditions for Buyer's and Seller's Consent:** If the Buyer and Seller consent to limited agency as described above, the consent is conditioned upon the Principal/Branch Broker and Agent: (i) having obtained from the Buyer and Seller informed consent of the limited agency as described above; and (ii) informing the Buyer and Seller of the limited agency when the Buyer first expresses an interest in the Seller's property.

#### Duties of Buyer and Seller

**The above duties of real estate agents in a real estate transaction do not relieve a Seller or Buyer from the responsibility to exercise good business judgment in protecting their respective interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional attorney or accountant.**

#### Hazardous Materials & ADA Disclosure

The real estate salespersons and brokers in this transaction have no expertise with respect to toxic wastes, hazardous materials or undesirable substances. Proper inspections of the Property by qualified experts are an absolute necessity to determine whether or not there are any current or potential toxic wastes, hazardous materials or undesirable substances in or on the Property. The real estate salespersons and brokers in this transaction have not made, nor will make, any representations, either express or implied, regarding the existence or nonexistence of toxic wastes, hazardous materials or undesirable substances, and these conditions can be extremely costly to correct. It is the responsibility of Sellers/ Lessors/Sublessors and Buyers/Lessees/Sublessees to retain qualified experts to deal with the detection and correction of such matters.

The Americans With Disabilities Act is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required. State and local laws also may mandate changes. The real estate brokers in this transaction are not qualified to advise you as to what, if any, changes may be required now, or in the future. Owners and tenants should consult the attorneys and qualified design professionals of their choice for information regarding these matters. Real estate brokers cannot determine which attorneys or design professionals have the appropriate expertise in this area.

CONFIRMATION OF DISCLOSURE

At the signing of this agreement, the following agency relationship(s) is/are confirmed.

The real estate agent: Brandon L. Wood is the agent of (CIRCLE which applies):      Seller      Buyer      Buyer & Seller

Brandon L. Wood  
(Print AGENT Name)

  
(Signature of Real Estate Agent)

Acknowledgement

I/We acknowledge receipt of a copy of this disclosure and confirmation, and understand and agree with the agency relationship confirmed herein.

Buyer/Seller: Woods Cross City      By: \_\_\_\_\_      Print Name: Ryan Westergard      Date: 2/3/26

Buyer/Seller: \_\_\_\_\_      By: \_\_\_\_\_      Print Name: \_\_\_\_\_      Date: \_\_\_\_\_

**Attention Agents/Buyers/Sellers – Refer to Utah State Department of Commerce**  
Division of Real Estate Administrative Rule Nos. 6.1.11, 6.1.11.1, 6.1.11.3.  
All licensees are required to have a written agency agreement with their principals.



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:** January 28, 2026

**TO:** Mayor and City Council

**FROM:** Sam Christiansen, Public Works Director

**SUBJECT:** A RESOLUTION AUTHORIZING ADDENDUM #1 TO THE 2025 LAWN CARE SERVICES AGREEMENT WITH LAWN BUTLER HOLDINGS LLC FOR THE 2026 MOWING SEASON

### Recommendation

City Staff recommends that the City Council approve this Resolution authorizing Addendum #1 to the 2025 Lawn Care Services Agreement with Lawn Butler Holdings LLC for the 2025 mowing season.

### Budget

The Contract Mowing Services are funded through the Parks Operating Fund, account 10-83-310, which has allocated a budget of \$120,000 for Fiscal Year 2025-26.

### Background

In accordance with the existing mowing contract from 2022, which includes provisions for annual extensions, the renewal for 2025 is designated at the price of \$95,970.14. This reflects an increase of \$2,795.24 (3%) over the previous year's cost of \$93,174.90. The increase is justified by the Consumer Price Index for Services, excluding Energy Services, as reported by the Bureau of Labor Statistics for December 2024 through December 2025, which indicates a 3.0% increase. This marks the first renewal with Lawn Butler, who is exercising the price adjustment option as stipulated in the contract.

This renewal maintains a fixed pricing structure with no additional fuel surcharges. Lawn Butler has provided two options: mowing all designated properties from April 1 through October 31, and mowing all properties except Hogan Park, to accommodate upcoming construction projects.

City Staff has thoroughly reviewed the submitted documentation and verified the justification for the 3% price increase. Furthermore, staff have been pleased with the quality of mowing services, crew communication, and the prompt resolution of any issues.

We endorse approval of this resolution to ensure continued high-quality lawn care services while maintaining fiscal responsibility.

**RESOLUTION 2026-961**  
**A RESOLUTION AUTHORIZING ADDENDUM #1 TO THE 2025 LAWN CARE**  
**SERVICES AGREEMENT WITH LAWN BUTLER HOLDINGS LLC FOR THE 2026**  
**MOWING SEASON**

**WHEREAS**, Woods Cross City and Lawn Butler Holdings LLC have executed the 2025 Lawn Care Services Agreement on February 18, 2025; and

**WHEREAS**, Lawn Butler has extended the agreement through Addendum 1 for the 2025 Mowing season; and

**WHEREAS**, Lawn Butler and City staff recommend exercising the contract extension as stated in the 2025 Lawn Care Services Agreement, section 1, page 1, extending Mowing Services for the 2026 Calendar year .

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

1. That the Mayor is authorized to sign the RESOLUTION, APPROVING ADDENDUM #1 TO THE 2025 LAWN CARE SERVICE AGREEMENT.
2. Approves the pricing per Addendum #1, which includes pricing for mowing City properties, including Hogan Park, and a second pricing structure that excludes Hogan Park to accommodate anticipated construction, as attached to this resolution.
3. This resolution becomes effective immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 3RD DAY OF FEBRUARY 2026.**

**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 ____
Rachel Peterson	Yea ____	Nay ____
Ryan Westergard	Yea ____	Nay ____

*[tie vote only]*



My Commission Expires:\_\_\_\_\_



# EXHIBIT "B"

## PRICE SCHEDULE 2026 - NO FUEL SURCHARGE

### LAWN CARE SERVICES

#### I. GENERAL

- A. Prices are stated to include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.
- C. Prices stated shall be firm for the term of this Agreement. In the event that the City adds or removes any property areas from the responsibility of Contractor prices may be negotiated.

#### II. PRICING

Lawn care services as listed in Exhibit "A":

April	\$13,710.02 per month
May	\$13,710.02 per month
June	\$13,710.02 per month
July	\$13,710.02 per month
August	\$13,710.02 per month
September	\$13,710.02 per month
October	\$13,710.02 per month
Annual Total	\$95,970.14 per year (Sum of fees stated above)

#### III. PRICE ADJUSTMENT.

Prices stated are firm for the initial 1-year term of this Agreement. If this Agreement is extended for additional periods, price adjustments may be made; however, any request for a price adjustment shall be made at least 30 days before the beginning date of the contract renewal period. Contractor may calculate and make a written request to City that the prices for the next renewal year be increased by the lesser of five percent (5%) or the percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "U.S. City Average" published by the Bureau of Labor Statistics of the U.S. Federal Government for the most recent twelve (12) month period, and City shall respond to such request. Price adjustment requests received at least 30 days before the beginning date of any subsequent contract year may become effective on the beginning date of the next contract year and price adjustment requests received fewer than 30 days before the beginning date of the next contract year may, at City's discretion, become effective 30 days after City's receipt of the price adjustment request.

If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties. Contractor shall send all requests for price adjustment to the Public Works Director at the address listed in Section 15 (Notices) of this Agreement.

#### **IV. INVOICING AND PAYMENT**

City shall pay Contractor for all products and services provided by Contractor pursuant to this Agreement. Contractor shall submit a written invoice, in duplicate, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City. Contractor shall list the City contract number on all invoices, quotes, correspondence, and documentation relating to this contract.

Invoices shall be submitted to:

Woods Cross City  
Attention: Annette Hanson  
1555 S. 800 W.  
Woods Cross, Utah 84087

# EXHIBIT "B"

## PRICE SCHEDULE 2026 - NO FUEL SURCHARGE

### Without Mowing Hogan Park Property #4

#### LAWN CARE SERVICES

##### I. GENERAL

- A. Prices are stated to include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. City is exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.
- C. Prices stated shall be firm for the term of this Agreement. In the event that the City adds or removes any property areas from the responsibility of Contractor prices may be negotiated.

##### II. PRICING

Lawn care services as listed in Exhibit "A":

April	\$ <u>13,710.02</u> per month
May	\$ <u>13,710.02</u> per month
June	\$ <u>13,710.02</u> per month
July	\$ <u>13,710.02</u> per month
August	\$ <u>12,272.22</u> per month
September	\$ <u>12,272.22</u> per month
October	\$ <u>12,272.22</u> per month
Annual Total	\$ <u>91,656.74</u> per year (Sum of fees stated above)

##### III. PRICE ADJUSTMENT.

Prices stated are firm for the initial 1-year term of this Agreement. If this Agreement is extended for additional periods, price adjustments may be made; however, any request for a price adjustment shall be made at least 30 days before the beginning date of the contract renewal period. Contractor may calculate and make a written request to City that the prices for the next renewal year be increased by the lesser of five percent (5%) or the percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "U.S. City Average" published by the Bureau of Labor Statistics of the U.S. Federal Government for the most recent twelve (12) month period, and City shall respond to such request. Price adjustment requests received at least 30 days before the beginning date of any subsequent contract year may become effective on the beginning date of the next contract year and price adjustment requests received fewer than 30 days before the beginning date of the next contract year may, at City's discretion, become effective 30 days after City's receipt of the price adjustment request.

If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties. Contractor shall send all requests for price adjustment to the Public Works Director at the address listed in Section 15 (Notices) of this Agreement.

#### **IV. INVOICING AND PAYMENT**

City shall pay Contractor for all products and services provided by Contractor pursuant to this Agreement. Contractor shall submit a written invoice, in duplicate, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City. Contractor shall list the City contract number on all invoices, quotes, correspondence, and documentation relating to this contract.

Invoices shall be submitted to:

Woods Cross City  
Attention: Annette Hanson  
1555 S. 800 W.  
Woods Cross, Utah 84087



Ryan Westergard  
Mayor

Bryce K Haderlie  
City Administrator

## Public Works Department

Sam Christiansen  
Public Works Director

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

# Memorandum

**DATE:** February 29, 2026

**TO:** Mayor and City Council

**FROM:** Sam Christiansen, Public Works Director

**SUBJECT:** Approving Resolutions for the Approving Federal Aid Agreement for the 1100 W:2185 S to 2600 S Road Widening Project, and Approving Amendment No. 1 to Interlocal Cooperation Transportation Agreement Between Woods Cross City and Davis County for the Roadway Reconstruction:2100 S to 2600 S

### Recommendation

City Council approves both resolutions for the Approving Federal Aid Agreement for the 1100 W:2185 S to 2600 S Road Widening Project, and Approving Amendment No. 1 to Interlocal Cooperation Transportation Agreement Between Woods Cross City and Davis County for the Roadway Reconstruction:2100 S to 2600 S

### Budget

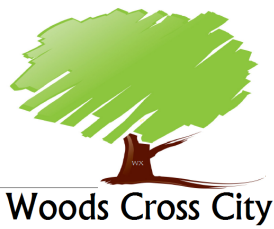
The cost breakdown is:

- Project Total Estimate is \$4,507,327 (Includes Contingency and Engineering costs, 1/29/25)
  - WFRM Award \$2,000,000 paid directly to UDOT
  - County Award \$1,400,000 Reimbursement once the project is completed
  - City Portion \$1,000,000 Budgeted in B&C Funds 21-40-737 with funds from the Road Bond.
  - WFRM has offered to add additional funds up to \$400,000 to cover more if needed.

### Background

The city applied for and received 2 funding grants for widening 1100 W from 2100 S to 2600 S and installing curb/gutter, sidewalks, park strips, and widening the asphalt, increasing safety for pedestrians, cyclists, and roadway users.

As the grant funding from Wasatch Front Regional Council is Federal monies, the project is transitioning from a city design to UDOT oversight and management, as they are a better fit for the federal funding requirements. Once the Federal Aid Agreement has been approved, existing 60% plans will be transitioned to UDOT. All design/engineering work completed to date counts toward the City Match. An updated Gantt Chart showing the anticipated schedule for the final design is included.



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

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As part of this project, the City was awarded a \$1,400,000 grant from Davis County that will go towards the city match. The original agreement between the city and Davis County expires this July, before construction can start due to federal funding. Staff have worked with Davis County and received a 2-year extension to the original agreement.

**RESOLUTION 2026- 962** text here

**A RESOLUTION APPROVING THE FEDERAL AID AGREEMENT FOR THE 1100 W:  
2185 S TO 2600 S ROAD WIDENING PROJECT**

**WHEREAS**, the Utah Interlocal Cooperation Act, codified at *Utah Code Ann § 11-13-101, et seq.*, as amended (the “Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

**WHEREAS**, in accordance with the terms and conditions of the Act, the Utah Department of Transportation and Woods Cross City desire to supplement the agreement for Federal Aid for the 1100 W: 2185 S to 2600 S Road Widening Project; and

**WHEREAS**, Woods Cross City and the Utah Department of Transportation have agreed to cooperate in reconstructing the 1100 W Right of Way to increase public safety and to install drainage, curb, gutter, and sidewalks; and

**WHEREAS**, Woods Cross City and the Utah Department of Transportation have determined that it is desirable and in the best interests of the community and the public to sign the Federal Aid Agreement for Local Agency Project for the 1100 W: 2185 S to 2600 S Road Widening Project which is attached hereto as Exhibit A,

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

1. The Federal Aid Agreement Supplement for Local Agency Project between Woods Cross City and the Utah Department of Transportation is approved by the Woods Cross City Council and authorizes the Mayor, or designee, to sign the attached agreement and
2. This Resolution shall become effective immediately upon its adoption.

This Resolution was duly PASSED, ADOPTED, and/or APPROVED this 3rd day of February 2026.

\_\_\_\_\_  
RYAN WESTERGARD, MAYOR

\_\_\_\_\_  
ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea ____	Nay ____
Eric Jones	Yea ____	Nay ____
Wallace Larrabee	Yea ____	Nay ____
Jim Grover	Yea ____	Nay ____
Rachel Peterson	Yea ____	Nay ____
Ryan Westergard	Yea ____	Nay ____

[tie vote only]



**State of Utah  
Department of Transportation**

<b>Federal Aid Agreement for Local Agency Project</b> CFDA No. 20.205 Highway Planning and Construction	Woods Cross City - Bryce Haderlie	Maximum Project Value Authorized  <b>\$3,942,600</b>
PIN Number <b>20302</b> FINET Number <b>56071</b> FMIS Number <b>F017328</b> DUNS Number <b>051820397</b>	Project Number <b>F-1384(3)1</b> PIN Description <b>1100 West; 2185 South to 1100 North (2600 South)</b>	Agreement Number (Assigned By Comptrollers)  Date Executed

This Agreement is entered into this February 3, 2026 by and between the Utah Department of Transportation ("UDOT") and Woods Cross City "Local Agency", a political subdivision(s) of the State of Utah.

The Local Agency has a project that will receive financing from federal-aid highway funds. The Project consists of 1100 West; 2185 South to 1100 North (2600 South), located at Woods Cross City and identified as project number F-1384(3)1;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the Local Agency to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

**State Wide Transportation Improvement Program STIP 2026 - 2029**

Fund*	Prior	2026	2027	2028	2029	Total	Fed Aid	State	Other	Pct
LOCAL GOVT	\$0	\$0	\$0	\$0	\$0	\$1,797,368	\$0	\$0	\$1,797,368	100.00%
STP_URB_O/L	\$10,000	\$1,072,616	\$0	\$0	\$0	\$2,145,232	\$2,000,000	\$0	\$145,232	6.77%
Total:	\$10,000	\$1,072,616	\$0	\$0	\$0	\$3,942,600	\$2,000,000	\$0	\$1,942,600	49.27%



## **AGREEMENT**

Now, therefore, the parties agree as follows:

**I. Description of the Project.**

**II. UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

- A. Oversee compliance with federal and state regulations.
- B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
- C. Assign a UDOT Project Manager to:
  - 1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
  - 2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
  - 3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
  - 4. Prepare and process the federal aid agreement before project initiation.
  - 5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
  - 6. Assist the local agency to process and approve Consultant Pay Requests.
  - 7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
  - 8. Coordinate to ensure ongoing communication with the local project sponsor.
  - 9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
  - 10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
  - 11. Coordinate betterment items and finalize agreements prior to construction advertising.
  - 12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
  - 13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
  - 14. Coordinate the UDOT project closeout process.

**III. Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

- A. The Local Agency shall assign a representative to serve as the Local Project Manager to:
  - 1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
  - 2. Coordinate with the UDOT Project Manager concerning the funding.
  - 3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
  - 4. Manage the day-to-day activities of the Project as follows:
    - a. Consultant and professional services used on the Project.
    - b. The Local Agency shall recommend and approve consultant pay requests.
    - c. Project scope, schedule, budget, and quality.
    - d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
    - e. Coordination with the assigned UDOT Project Manager.
    - f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
    - g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
    - h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
    - i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

- 1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
  - 2) Participate as the active lead in project team meetings as well as all field and plan reviews.
  - 3) Ensure NEPA Environmental clearances and approvals are obtained.
  - 4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
  - 5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
  - 6) Ensure construction standards and specifications are met.
  - 7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.
- j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
  - k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
  - l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
  - m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
  - n. Approve the final advertising package and obtain local signature approval advertisement.
  - o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
  - p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
  - q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
  - r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
  - s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
  - t. Assist to provide all documentation needed for construction project close out including Buy America certification.
  - u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

**IV. Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed **\$3,942,600** and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to [Bryce Haderlie at BHADERLIE@WOODSCROSS.COM](mailto:Bryce.Haderlie@WOODSCROSS.COM), the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

**V. Local Agency's Reimbursement Claims.** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

**VI. Federal Aid Project Compliance.** Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

**VII. Compliance with the John S. McCain National Defense Authorization Act:** The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

**VIII. Project Authorization for Federal Aid.** The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and the Local Agency will be required to pay 100% of those costs. This end date can be

found on the UDOT website at the following link: [Local Government Close Out Dates](#). FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

IX. **Title VI Provisions.** Where Title VI **APPENDICES A** and **E** in the remainder of this section use contractor, substitute Local Agency. Where the Title VI **APPENDICES A** and **E** in the remainder of this section use the recipient, substitute UDOT.

**APPENDIX A:** During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. canceling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**APPENDIX E** – During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

X. **Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XI. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

**XII. Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

**XIII. Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

**XIV. Availability of Records.** For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

**XV. Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of- way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: <https://www.udot.utah.gov/connect/business/design/project-advertising-tools/>.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to <https://www.ecfr.gov/cgi-bin/ECFR?page=browse> for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

**XVI. Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if

the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

**XVII. UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

**XVIII. Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

**XIX. Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

**XX. Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties.
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XXI. **Content Review.**

Language content was reviewed and approved by the Utah AG's office on June 29, 2022.

**LOCAL AGENCY**

By Do Not Sign this Document

Date A digital e-sign Doc will be sent.

Woods Cross City Official  
Mr Bryce Haderlie

**Utah Department of Transportation**

By \_\_\_\_\_  
Region Director

Date \_\_\_\_\_

**UDOT Comptroller**

By \_\_\_\_\_  
Comptroller's Office

Date \_\_\_\_\_





**Consultant Services  
Federal Aid Agreement Review/Approval Routing Form**

**STATE OF UTAH  
UTAH DEPARTMENT OF TRANSPORTATION  
CONSULTANT SERVICES**

**TODAY'S DATE** 1/29/2026  
**PM REQUEST DATE** 1/26/2026

**FEDERAL AID  
AGREEMENT NO.**

**Project No.:** F-1384(3)1

**PIN No.:** 20302

**PIN Description:** 1100 West; 2185 South to 1100 North (2600 South)

**FINET Prog Code No.:** 56071

UDOT Project Manager	UDOT Contract Administrator
David Adamson 166 West Southwell Street Ogden, UT 84404 (801)620-1684 deadamson@utah.gov	Devon Tonks (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)867-0533 devon@elevatedconsultinggroup.net

Local Government
Woods Cross City 1555 S 800 W Woods Cross, UT 84087 Bryce Haderlie, (801) 292-4421 BHADERLIE@WOODSCROSS.COM

Project Value	\$3,942,600
Federal Match	\$2,000,000
Local Government Match	\$1,942,600
State Match	\$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

## **RESOLUTION 2026- 963**

### **A RESOLUTION APPROVING AMENDMENT NO. 1 TO INTERLOCAL COOPERATION TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT BETWEEN WOODS CROSS CITY AND DAVIS COUNTY RELATING TO THE 1100 W ROADWAY RECONSTRUCTION:2100 S TO 2600 S**

**WHEREAS**, the Utah Interlocal Cooperation Act, codified at *Utah Code Ann § 11-13- 101, et seq.*, as amended (the “Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

**WHEREAS**, in accordance with the terms and conditions of the Act, Davis County and Woods Cross City desire to cooperate with Davis County Council of Governments as described in the Interlocal Cooperation Transportation Project Reimbursement Agreement between Woods Cross City and Davis County (the “Interlocal Cooperation Transportation Agreement Project Reimbursement Agreement”), as passed by Resolution number 2023-835; and

**WHEREAS**, Woods Cross City has requested a 2-year extension of the dates as described in Section 2 of the Interlocal Cooperation Transportation Reimbursement Agreement for the construction of the project; and

**WHEREAS**, Woods Cross City and Davis County have determined that it is desirable to amend the Interlocal Cooperation Transportation Project Reimbursement Agreement with Amendment No.1 to, which is attached hereto as Exhibit A,

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

1. The Amendment No.1 to Interlocal Cooperation Transportation Project Reimbursement Agreement between Woods Cross City and Davis County for the 1100 W Roadway Reconstruction: 2100 S to 2600 S is approved by the Woods Cross City Council and authorizes the Mayor, or designee, to sign the attached Addendum No. 1 and
2. This Resolution shall become effective immediately upon its adoption.

This Resolution was duly PASSED, ADOPTED, and/or APPROVED this 3rd day of February 2026.

\_\_\_\_\_  
RYAN WESTERGARD, MAYOR

\_\_\_\_\_  
ANNETTE HANSON, CITY RECORDER

Voting:

Julie Checketts	Yea ____	Nay ____
Eric Jones	Yea ____	Nay ____
Wallace Larrabee	Yea ____	Nay ____
Jim Grover	Yea ____	Nay ____
Rachel Peterson	Yea ____	Nay ____
Ryan Westergard	Yea ____	Nay ____

[tie vote only]



**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION  
TRANSPORTATION PROJECT REIMBURSEMENT AGREEMENT**

This Amendment No. 1 to Interlocal Cooperation Transportation Project Reimbursement Agreement (this "Amendment") is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah ("County"), and Woods Cross City, a municipal corporation, body politic, and political subdivision of the State of Utah ("City"). The County and the City may be referred to collectively as the "Parties" in this Amendment.

WHEREAS, the Parties previously entered into an Interlocal Cooperation Transportation Project Reimbursement Agreement, dated January 23, 2024, by the County, and identified in the County's records as Resolution #23/2024 (the "Agreement").

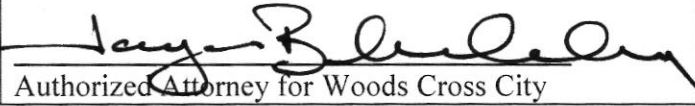
WHEREAS, the Parties, through this Amendment, desire to amend the Agreement as set forth below.

The Parties therefore agree as follows:

1. Section 2 of the Agreement is omitted and replaced with the following:
  2. **The County's Duties, Obligations, Responsibilities, or Otherwise.** The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs or expenses of the Project, not to exceed \$1,400,000.00, only upon all of the following being timely and completely satisfied by the City:
    - 2.1. The City commences and completes the full scope of the Project in a manner consistent with the Application on or before July 31, 2028;
    - 2.2. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.
2. The effective date of this Amendment will be the date that this Amendment is signed by both Parties.
3. Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract. Digital signatures and signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

[Signature Page Follows]

The Parties hereto have caused this Amendment to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	WOODS CROSS CITY
By: _____ John Crofts, Chair Board of Davis County Commissioners Date: _____	By: _____ Printed Name: <u>Ryan Westergard</u> Title: <u>Mayor</u> Date: <u>February 3, 2026</u>
ATTEST:  _____ Brian McKenzie Davis County Clerk Date: _____	ATTEST:  _____ Printed Name: <u>Annette Hanson</u> Title: <u>City Recorder</u> Date: <u>February 3, 2026</u>
Reviewed as to Proper Form and Compliance with Applicable Law:  _____ Authorized Attorney for Davis County	Reviewed as to Proper Form and Compliance with Applicable Law: <u>Jayne Blakesly</u>  Authorized Attorney for Woods Cross City

# Action Items

None unless a consent agenda item is moved by City Council for further discussion

Type text here

# Discussion Items

# Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: January 28, 2026

Re: Discussion Employee Recognition for Years of Service and Council Kudos

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There are two forms of employee recognition currently employed by the city that include Council Kudos and five-year service awards. The application of both could be improved for clarity and consistency with updated policies. The purpose of this discussion is to review the current Council Kudos Award policy and consider the proposed revisions.

We are unable to find a written Years of Service policy, so this example has been created from word of mouth on how it has been applied in the past (although, admittedly, inconsistently). We will discuss the proposed draft and possible revisions.

Following the discussion, final drafts will be brought forward for adoption at a future council meeting.

## **Woods Cross City Council Kudos**

1. **PURPOSE.** It is the purpose of this reward program to build working relationships and improve morale between council members and city employees. It is designed to recognize employees who go above and beyond their normal duties or job description.
2. **ELIGIBILITY.** Persons eligible for the Woods Cross City Council Kudos include all employees and volunteers of Woods Cross City.
3. **RECIPIENT SELECTION.** Nominations will be received by a Council Kudos Board, which is comprised of two City Council Members appointed by the Mayor and the Assistant City Administrator. Nominations shall be submitted, in writing, to [councilkudos@gmail.com](mailto:councilkudos@gmail.com) and one of the City Council Members shall serve as the administrator of the email. The Council Kudos Board shall select one (1) submission monthly to receive a Council Kudos award. If multiple submissions are received the Council Kudos Board may elect to hold submissions to award in a future month.
4. **AWARD.** The selected recipient will be invited to City Council Meeting and awarded a Twenty-five (\$25) Dollar gift card, along with public recognition for a job well done. The gift cards will be purchased out of the City's legislative budget and the City will pay the applicable taxes on the gift card through the payroll process.



# Proposed Policy Draft

## **Woods Cross City Council Kudos**

1. **PURPOSE.** It is the purpose of this reward program to build working relationships and improve morale between council members and city employees. It is designed to recognize employees who go above and beyond their normal duties or job description.
2. **ELIGIBILITY.** People eligible for the Woods Cross City Council Kudos include all employees and volunteers of Woods Cross City. While any eligible person can be nominated and recognized multiple times in a 12-month calendar year, the person can only receive the cash award once in that 12-month period.
3. **QUALIFICATION.** An eligible person can be nominated for recognition by a citizen, council member, or fellow employee of the city for actions that go above and beyond their normal duties or job description. Examples may include:
  - Providing outstanding assistance to a citizen during a difficult situation.
  - Solving a citizen's problem quickly, creatively, or with exceptional courtesy.
  - Voluntarily taking on extra responsibilities to help the team.
  - Identifying and resolving an issue before it becomes a larger problem.
  - Taking immediate action to prevent an accident or protect property.
  - Develop a process improvement that enhances city services and efficiency.
4. **RECIPIENT SELECTION.** Nominations will be received by a Council Kudos Board, which is comprised of two City Council Members and one city staff member, appointed in agreement by the Mayor and City Administrator. Nominations shall be submitted, in writing, to [councilkudos@gmail.com](mailto:councilkudos@gmail.com) and one of the City Council Members shall serve as the administrator of the email. While multiple people can be recognized in a given month, the Council Kudos Board shall select one (1) submission monthly to receive the Council Kudos Award (gift card). If multiple submissions are received, the Council Kudos Board may elect to hold submissions to award in a future month.
5. **AWARD.** The selected recipient will be invited to City Council Meeting and awarded a Twenty-five (\$25) Dollar gift card, along with public recognition for a job well done. The gift cards will be purchased out of the City's legislative budget and the City will deduct the applicable taxes on the gift card through the payroll process. Not more than 12 Council Kudos Awards (gift cards) will be awarded in a calendar year.

# **Woods Cross City - Years of Service - Employee Recognition Policy**

## **1. Purpose**

The purpose of this policy is to establish a consistent and equitable recognition program for City employees who will be recognized at the annual Employee Appreciation Dinner that is typically held in January of each year. This program acknowledges the valuable contributions of full-time employees, part-time employees, and paid volunteers who support the City's mission, values, and community services.

## **2. Applicability**

This policy applies to the following categories of City personnel:

- **Full-Time Employees:** Employees scheduled to work **30 to 40 hours per week**.
- **Part-Time Employees:** Employees scheduled to work **10 to 30 hours per week**.
- **Paid Volunteers:** Individuals who typically work **less than 10 hours per week or no more than 40 hours per month** and receive hourly pay or a stipend for service.

## **3. Service Milestones**

Woods Cross City will recognize years-of-service for every 5-year milestone. Each milestone will be recognized with a financial incentive identified in Section 4.

## **4. Recognition Incentive Amounts**

Eligible individuals may receive the following incentive amounts following the anniversary date of each Years of Service Milestone in the following amounts:

1. **Full-Time Employees:**
  - **\$50.00 per year of service**
2. **Part-Time Employees:**
  - **\$25.00 per year of service**
3. **Paid Volunteers:**
  - **\$10.00 per year of service**

An employee that has worked one of more of these categories will receive the incentive amount for that category for the time that they worked in it (example: 5 yr paid volunteer (\$50) + 5 year full-time employee (\$250)= \$300). These amounts are reviewed periodically and may be adjusted based on budget availability and City Council budget approval.

## **5. Tax Implications**

All incentives are subject to applicable federal, state, and local tax requirements. The City will process incentives in accordance with IRS regulations.



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:** January 29, 2026  
**TO:** Mayor, City Council and Public Works Director  
**FROM:** Tara Kinser, Parks Manager  
**SUBJECT:** Discussion On Resurfacing Mills Park Tennis Courts

### Recommendation

The two tennis courts and the basketball court at Mills Park are scheduled to be resurfaced in FY26. We are looking for feedback from the council on potential options so we can draft the RFP and begin the bidding process.

### Budget

It is part of the adopted FY26 budget, paid out of the RAP tax fund, 23-40-731, with a one-time cost of \$55,000.

### Background

The resurfacing of the tennis and basketball courts at Mills Park were approved as a RAP tax expenditure previously. As we move forward with this process, we, along with input from LaCee, see the potential need to adapt the project to match the needs of our community. We therefore present the following options:

**Option 1** – Keep the tennis court design as it is currently.

This option will allow us to stay under budget while still updating and refreshing the two tennis courts and the basketball court.

**Option 2** – Convert one of the tennis courts into two pickleball courts.

This option will potentially put us over budget. Per Brian, there are RAP tax funds available to cover overage.

Pickleball continues to be one of the most popular forms of recreation for our patrons. The possible demolition of the pickleball courts at Hogan Park/City Hall will leave these patrons without local access to courts. Converting one tennis court at Mills Park into two pickleball courts will demonstrate to the community that we recognize their needs and support their efforts



Ryan Westergard  
Mayor

Bryce K Haderlie  
City Administrator

## Public Works Department

Sam Christiansen  
Public Works Director

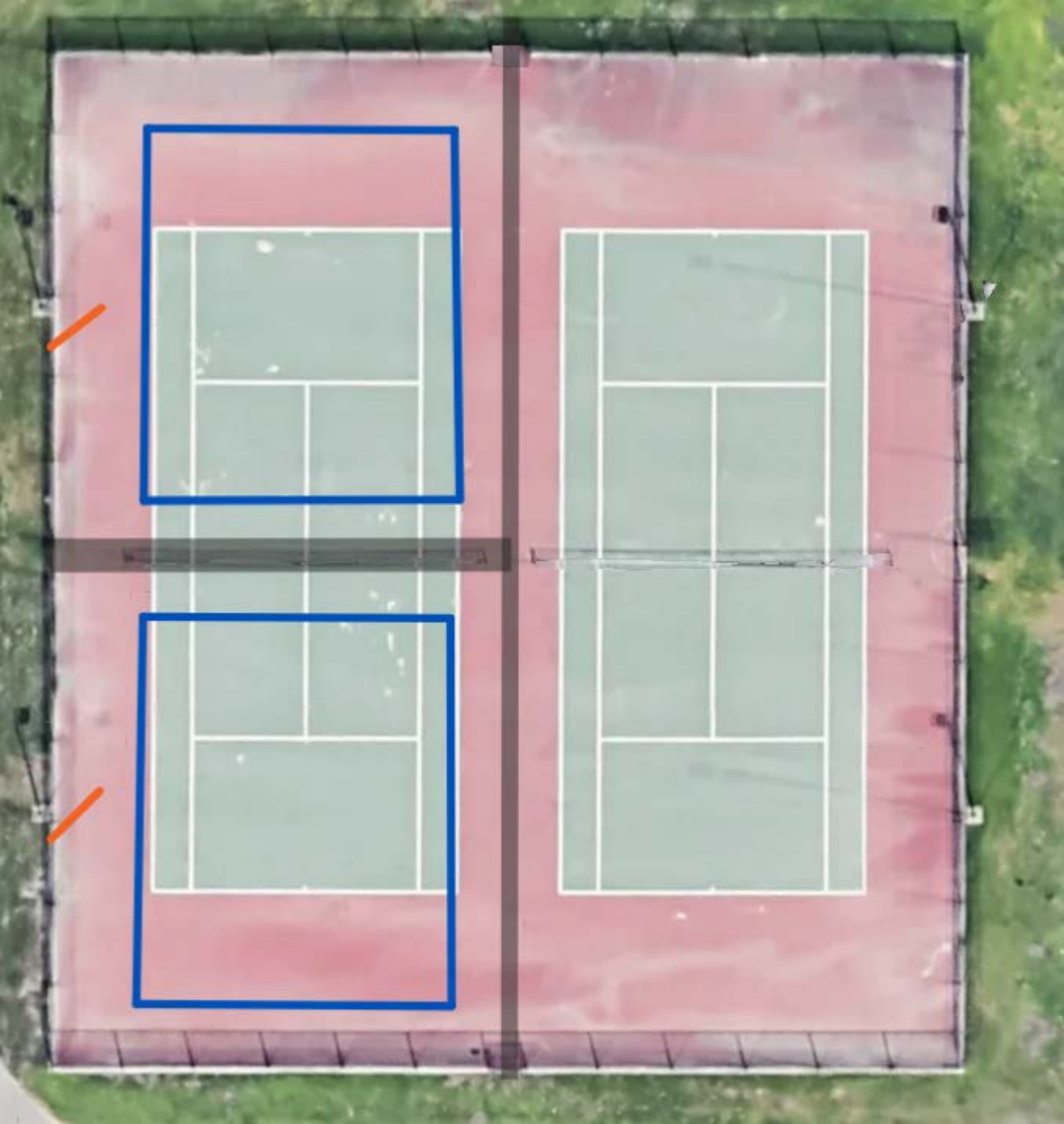
1555 South 800 West, Woods Cross, Utah 84087  
Phone: 801-292-4421 Fax: 801-292-2225

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to recreate in their desired manner.

**Option 3** – Hold off on resurfacing the basketball court until FY27.

This option will allow us to stay under budget and update the tennis courts to fill the needs of the many community members playing pickleball, potentially mitigating the dissatisfaction with the court removal at Hogan Park. However, this option does not meet the current needs for LaCee's youth basketball program.



# City looks at formal role for emergency preparedness group after 17 years

*Centerville City officials are considering formally integrating the 17-year-old Centerville Citizen Corps Council into the city's official structure to resolve issues related to funding, membership continuity, and legal protection.*

By Linda Petersen  
lpetersen@mycityjournals.com

CENTERVILLE—City officials are considering action to formally make the Centerville Citizen Corps Council, established in 2008, part of the city's official structure.

On Oct. 7 Police Chief Allen Ackerson asked the city council to consider transforming the long-standing volunteer council into an official city committee. This would resolve issues of funding, membership continuity and legal protection, he said.

The CCC's original purpose was to foster collaboration between community leaders and Centerville City Emergency Management to prepare for and respond to emergencies. Though the city council formally recognized the CCC when it was formed, it never established a formal relationship. However, for its 17 years in existence, city staff and council mem-

bers have provided informal guidance and support to the CCC, but the lack of formal status has led to recurring challenges, Ackerson said.

This council meets once a month to discuss emergency management within their areas and districts, he said. "Talk about communications, that communications will take right from the areas of districts to the city and us, we can push information out in the event of emergency, and this has been working off and on for varying levels of success."

"One of the difficulties we've had is continuity," he said, noting that CCC leaders who have often been appointed through religious callings frequently change, leading to inconsistent participation and knowledge transfer.

Funding has also been difficult, Ackerson said. "It gets very difficult when they're not a city organization. We're basically donating this to this council that's loosely defined."

Ackerson also suggested the committee be made more inclusive and less reliant on one religious organization, specifically The Church of Jesus Christ of Latter-day Saints, which has traditionally provided area leaders based on its geographical stakes and wards.

Council members expressed strong support for utilizing the valuable organizational structure provided by the Church, while also ensuring a clear separation of church and state within a city-sanctioned committee.

"The way that we avoid a problem of church and state is not favor any one church, and so that's what we say to every church, every faith-based organization and every community organization... I would include the rotary in this," Ackerson said. "What we do is we say, 'What can you do?' And if we say, 'What can you do?' And one of those faith-based and com-

This proposed change would allow for mayor-appointed committee members with longer terms, ensuring better consistency than with the current system.

Police Chief  
Allen Ackerson

munity organizations says, 'We can tell you, in the first couple hours after a major disaster, how the city is doing, we say, good.'"

This proposed change would allow for mayor-appointed committee members with longer terms, ensuring better consistency than with the current system, Ackerson said. This

would also allow for outreach to other community groups, including business leaders and non-religious residents, creating "more of a broad spectrum" of talent and experience.

City Manager Brant Hanson underscored the city's ultimate responsibility, stating, "We want to take ownership a little bit more, because it really falls on us to make sure our city is taken care of, not the churches... our responsibilities [are] the city."

However, all agreed that it would be important to maintain the relationship with existing organizations, most notably The Church of Jesus Christ of Latter-day which has an extensive emergency preparedness program and network.

"The last thing we want to do is to lose support from any religions in the area and the structure they have set up," Ackerson said.

These changes are also being requested in response to financial accounting rules which require the city to formally recognize committees that make recommendations on how to spend funds.

The shift is the "first step to having a really good, strong emergency management program" by outlining responsibilities and enhancing the city's ability to coordinate disaster response, Ackerson said.

The city council did not take any action on the issue that evening. ✦

# Staff Reports

# Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: January 29, 2026

Re: City Administrator Report for February 3<sup>rd</sup> City Council Meeting



1. I attended LPC meeting on Mon. Jan. 26<sup>th</sup>.
  - a. You can see the [LPC agendas and minute here](#).
  - b. You can see the [ULCT Bill Tracker here](#). This includes links to the bills and the ULCT position on the bill (Support, Neutral, Oppose, Position Pending).
  - c. [Legislator Contact](#) information can be found here.If the links aren't working, the ULCT website address is: <https://www.ulct.utah.gov/>
2. Council Member Jim Grover and I were able to attend Local Officials Day at the Salt Palace.
3. Prepared city newsletter article.
4. Attended City Hall Design meeting on Thursday January 22<sup>nd</sup> and 29<sup>th</sup>.
5. Attended Employee Appreciation Dinner on Friday, January 23<sup>rd</sup>.
6. Reviewed codification proposals obtained by LaCee and shared with senior staff for review.
7. Met with realtor on old post office sale.
8. Made arrangements with HGB Law (city's legal firm) to have Jayme Blakesley assume responsibilities for handling city legal matters.
9. Attended Utah Local Governments Trust Training on Harassment, Discrimination, and Workplace Violence Prevention.
10. Prepared draft policy for years of service awards and updated draft for Council Kudos.

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



# Council Reports

## Directions to Staff

## WOODS CROSS CITY

### Sworn Statement Regarding Closed Meeting of City Council

Location: 55 South Highway 89, North Salt Lake, UT 84054

STATE OF UTAH )

: § February 3, 2026

COUNTY OF DAVIS)

I, Ryan Westergard, hereby affirm as follows:

1. I am the Mayor of Woods Cross City and make the following averments based on personal knowledge.  
I presided at a duly noticed meeting of the Woods Cross City Council on February 3, 2026
2. Upon motion and a unanimous vote, the City Council closed the regular meeting and held a closed session for the sole purpose of discussing the acquisition or sale of real property, deployment of security systems, pending litigation and/or to discuss the character and/or competence of an individual(s) (Utah Code §52-4-205).
3. Upon conclusion of that discussion, the City Council meeting adjourned.

Subscribed and sworn to before me this February 3, 2026



\_\_\_\_\_  
Ryan Westergard, Mayor

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Annette Hanson, City Recorder

Vote in favor of closed meeting:

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