



# WOODS CROSS CITY COUNCIL AGENDA

Tuesday, February 17, 2026 • 6:30 pm– Council Chambers Woods Cross City Hall  
This meeting will be held in person and via Zoom. You may access at <https://zoom.us/j/9358074960> or  
go to [zoom.us](https://zoom.us) > select JOIN A MEETING > Meeting ID: 935 807 4960

*Please mute your microphone* except during PUBLIC COMMENT period.

## Invocation/Pledge

PETERSON

## 1. REVIEW of AGENDA-WELCOME to CITY COUNCIL

MAYOR

## 2. GUESTS

- a. Introduce Sam Harris, Planning and Permit Coordinator
- b. Youth City Council Report
- c. Legislative Update

POOLE  
MANNING  
SENATOR WEILER

## 3. CONSENT AGENDA ITEMS

- a. Approve Minutes: 2/3/26
- b. Ratify Cash Disbursements: 1/30/26-2/12/26
- c. Adopt Resolution 2026–XXX Approving Purchase of Stalker Moving Radars
- d. Adopt Resolution 2026–XXX Approving Surplus of Police Vehicles (Original Resolution 2025-933)
- e. Adopt Resolution 2026–XXX Approving Council Kudos and Employee Recognition Policy
- f. Adopt Resolution 2026–XXX Updating the Consolidated Fee Schedule (CFS)
- g. Adopt Resolution 2026–XXX Authorizing The Northwood Group to Represent Woods Cross City in the Sale of Property Located at 1490 S Redwood Road (Old Public Works Shop)
- h. Adopt Resolution 2026–XXX Establishing Notice of Intent for Woods Cross City to Hold a Truth-In-Taxation Public Hearing

MAYOR  
MAYOR  
BIGELOW  
BIGELOW  
HADERLIE  
HADERLIE  
HADERLIE  
HADERLIE

## 4. PUBLIC COMMENT\*

MAYOR

Brief items not on the agenda or part of a scheduled Public Hearing. Limited to 3-5 minutes. If an item takes more than 3-5 minutes, please contact the City Recorder to be added to a future agenda. ([ahanson@woodscross.gov](mailto:ahanson@woodscross.gov))

**\*Please join us in our commitment to civility: We strive act and speak with dignity, courtesy, and respect at all times.**

## 5. ACTION ITEMS

- a. None unless a consent item is moved by City Council

## 6. DISCUSSION ITEMS

- a. City Hall Coordination and Committee
- b. Appointing Council Member to Attend Planning Commission

POOLE  
POOLE/HADERLIE

## 7. STAFF REPORTS

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

POOLE  
BARTHOLOMEW  
BIGELOW  
CHRISTIENSEN  
HADERLIE  
HADERLIE

I certify that copies of the agenda for the Woods Cross City Council meeting to be held February 17, 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: February 12, 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.

8. **COUNCIL ITEMS**
  - a. **Questions/Direction to City Administrator or Staff**
  - b. **Council Reports**
9. **ADJOURN CITY COUNCIL to go into REDEVELOPMENT AGENCY( RDA) MEETING** **MAYOR**
10. **RDA BUSINESS**
  - a. **Consideration to Approve RDA Minutes: May 20, 2025** **CHAIRMAN**
  - b. **Consideration to Adopt Resolution 2026-XXX Approving the Bid Award for BASEco to Perform a Subsidence Foundation Repair Project Using CDBG and RDA Funds** **HADERLIE**
11. **ADJOURN RDA Meeting**

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Guests

# Youth City Council Report

- Looking forward to Leadership Conference
- Preparing for Easter Eggstravaganza



# Consent Items

**WOODS CROSS CITY COUNCIL MEETING  
FEBRUARY 3, 2026**

The minutes of the Woods Cross City Council meeting held February 3, 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  
LaCee Bartholomew, Community Services Manager

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

**PUBLIC ATTENDANCE:**

LeGrande Blackley  
Wendy Hallstrom

Don Schrader  
George Peterson

Lois Schrader  
John Lubbers

**INVOCATION/PLEDGE:**

Wally Larrabee

**CONSENT AGENDA ITEMS**

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

**RATIFY CASH DISBURSEMENTS**

The Council ratified the cash disbursements for the time period of 1/16/26-1/29/26 through the consent agenda.

**PUBLIC COMMENT**

The Mayor then opened the meeting for public comments that would take less than three minutes.

Ms. Wendy Hallstrom addressed the Council and said she lives near Legacy Parkway and said she was disappointed the Council had not submitted a vote either for or against putting in a sound wall along the Legacy Parkway. She said it was their responsibility as elected officials to vote. She said her home does not back the parkway, so she did not get to vote, but she was in favor of the sound wall. She said she uses Mountain View Park, which would also benefit from the sound wall and she by not voting it felt like the Council did not care about residents.

Council Member Checketts said she would like to address the comment and that as a Council person she had not gotten the information regarding the vote. She expressed that Council should have been informed of the decision that was given on the city ballot. She wanted to know if the vote could be changed and if they could vote in favor of the sound wall.

Ms. Hallstrom said the vote is coming up fast and she said she feels like this decision affects the whole community, not just those that live where the sound wall would be built. She said many people in her

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WOODS CROSS CITY COUNCIL MEETING  
FEBRUARY 3, 2026  
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neighborhood have moved away because of the noise. Council Member Checketts said the Council had taken a stand in the past on the noise coming from Legacy Parkway when trucks were be considered to be allowed back onto Legacy Parkway. She said the Council had been against semi-trucks being allowed to use the roadway as well as concerns over safety since the police have responded to several serious accidents along that roadway in which cars have veered off the road onto property along the highway.

Ms. Hallstrom said safety of the properties along that roadway are affected by lack of proper barriers. She said with the roadway near her house she hears and smells the road and the pollution is just going to get worse. She said she felt the sound wall barrier would at least do something to help and she was surprised the Council did not even discuss it.

The City Administrator, noted that in defense of the Council, they did not receive the information regarding the vote on the sound wall as he had made the decision due to the short response time. He said he made that decision based on the fact there would be residents who were in favor of the and sound wall and against the construction of the sound wall and he felt it would be best to remain neutral on the ballot. He said he would take responsibility for that decision, but the Council did not deserve any ill will towards them. Ms. Hallstrom expressed that it was a big decision for one person to make. The City Administrator said the city owns park property in the area being considered for the sound wall and that is why the city got a vote on the ballot. He said he had felt the city would not have much weight in the outcome because it was only one vote, but if the Council wanted to give him directions to change the ballot he would do so.

Ms. Hallstrom said she would appreciate that. Ms. Hallstrom said there were quite a few people who wanted the wall to go in. The City Administrator said that if there were more votes cast for the portion of the wall to be built in the Woods Cross portion of the parkway, it would still be built regardless of the city's vote.

The City Administrator said this matter could be discussed further later in the meeting during the City Administrator's report and thanked Ms. Hallstrom for bringing her feelings forward.

Mr. Steffan Olsen then addressed the Council and asked what the position the City was taking regarding gravel parking is in the City.

The Mayor said normally he would direct the question to the Community Development Director, but he was not in attendance due to illness. The Mayor said he was not sure what the code says, but he said he would have the staff do some research on the code to see how it reads.

The City Administrator noted that the Code Enforcement Officer has increased efforts to enforce "no parking" in areas of the city that are not meeting code. There was discussion on gravel and setbacks. Mr. Olsen said he recently put in an addition to his home and is now required to put in a hard surface driveway to his shop in the back of his home. He also said he has an elderly neighbor who is now being told he needs to put in a hard surface replacing gravel for parking. Mr. Olsen said he is concerned about how his neighbor will be able to afford doing that. He said he was a little irritated with some of what is being required of people and putting in driveways.

The Mayor said he could have the Community Development Director reach out to Mr. Olsen. The Mayor shared that over the past few years the Council has been trying to elevate the city and help make it look nicer. The Code Enforcement Officer has been asked to notify residents when they are not meeting code.

Enforcement of the code is important. The Mayor said if one house starts to decline it seems like more homes deteriorate around it.

Council Member Checketts said there was an ordinance adopted in 2023 and it has always required asphalt and hard surface as part of the code for parking; the city had just not enforced it.

Mr. Olsen said he takes issue with code enforcement, and that a few years ago he got in trouble for weeds in his yard. He said he has a crazy work schedule, so it is hard for him to maintain his yard, and he felt there are situations, like this one, that might happen that might need consideration. The Mayor asked if Mr. Olsen would like to speak with the Code Enforcement Officer regarding some of these things. The City Administrator encouraged Mr. Olsen to communicate with the Code Enforcement Officer, and said she is reasonable and is happy to communicate and work with him. Mr. Olsen asked that Mr. Poole contact him.

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

#### **CONSIDERATION TO APPROVE MINUTES**

This item was moved from the consent agenda to an action item.

The Mayor called for a review of the minutes of the meetings held 1/8/26, 1/9/26, and 1/20/26.

The Mayor noted there was the word "tax" on page six that he would like changed to "fee" instead. He said he would like that change reflected in the minutes. The recorder said she would make that change.

Council Member Checketts made a motion to approve the minutes as corrected with Council Member Grover seconding the motion and all voted in favor of the motion through a roll call vote.

#### **CONSIDERATION TO ADOPT RESOLUTION 2026-960 AUTHORIZING THE NORTHWOOD GROUP TO REPRESENT WOODS CROSS CITY IN THE SALE OF PROPERTY LOCATED AT 735 W 500 S (OLD POST OFFICE)**

This item was moved from the consent agenda to an action item.

Council Member Checketts recused herself from this portion of the discussion and noted for the record she had not reviewed the portion of the packet discussing the contract.

The Mayor gave the floor to the City Administrator who noted during the past two City Council meetings, the Council discussed the possible sale of the old post office and old public works property. He said the staff was given directions to speak with Brandon Wood with the Northwood Group about a sales contract to sell the old post office at this time. The City Administrator reported he has spoken with Mr. Wood and received a contract to engage him for the sale of the property. He noted that Mr. Wood is also evaluating a list of questions regarding the old public works property that will be reviewed in the future. The City Administrator noted this contract was only for the potential sale of the old post office.

Council Member Grover then made a motion to adopt resolution 2026-960 authorizing the Northwood Group to represent Woods Cross City in the sale of property located at 735 W 500 S. Council Member Jones seconded the motion and all voted in favor of the motion through a roll call vote.

**CONSIDERATION TO ADOPT RESOLUTION 2026-961 AUTHORIZING 2025 MOWING CONTRACT EXTENSION FOR 2026**

This item we moved from the consent agenda to an action item.

The Public Works Director presented this information to the Council noting that 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.

The Public Works Director noted this renewal maintains a fixed pricing structure with no additional fuel surcharges. He said 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.

The Public Works Director said city staff have 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 and crew communication, and the prompt resolution of any issues by Lawn Butler.

Council Member Checketts asked if this was for fiscal year 2025. The Public Works Director said it would span two fiscal years, adding that this contract is to extend the 2025 lawn mowing contract into 2026. Council Member Checketts said she just wanted to make sure the budget year was correct on the resolution.

Council Member Jones asked staff if they were happy with their services and the Public Works Director reiterated that he felt like they had good success with the current company. He said they have saved money with them, and they are doing a good job with the mowing.

The Mayor asked about excluding Hogan Park from the mowing. The Public Works Director said they received two prices because there is a question of when construction will start with the new city hall. This construction would affect Hogan Park. This contract allows pulling out mowing Hogan Park from the price if the construction schedule begins before the mowing season ends.

**CONSDERAITON TO ADOPT RESOLUTION 2026-962 APPROVING 1100 W WIDENING PROJECT FUNDING EXTENSION AND FEDERAL AID AGREEMENT FOR 1100 W WIDENING PROJECT**

This item was moved from the consent agenda to an action item.

The Public Works Director noted 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.

The Public Works Director noted that as the grant funding from Wasatch Front Regional Council is Federal money, the project is transitioning from a city design to UDOT oversight and management, as they are a better fit for the federal funding requirements. He said once the Federal Aid Agreement has been approved, existing 60% plans will be transitioned to UDOT. He said all design/engineering work completed to date

counts toward the City Match. He said an updated Gantt Chart showing the anticipated schedule for the final design is included.

The Public Works Director also noted 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. The cost breakdown is:

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

Following the above information, Council Member Checketts asked about the County awarding \$1,400,000 and asked if the city needs to pay \$1,400,000 upfront and how the city will hold the county accountable for those funds when the county has not paid the city the \$70,000 for the Legacy Trail they owe presently.

The Public Works Director said the county has paid the city for the traffic light project and for the road widening projects. The City Administrator noted there was an issue with the contractor not performing and negotiations will solve some of those issues. He said the addendum does not change the contract; the addendum just extends the timeline for the project to be completed. He said it follows the city standards, and the trail is outside of the city.

Council Member Grover said he noticed the project would need to be done by the July 31, 2028. The Public Works Director said he is getting the schedule from UDOT because the project had been turned over to them to help navigate the federal funding better, and he expects it to go out to bid this fall.

Council Member Checketts asked how the city can be sure the deadline can be met with UDOT in charge. The Public Works Director said he has been in contact with the project manager with UDOT and let them know there are time requirements. He noted there is a little flexibility but that is why they have asked for an extension. He said he would talk to UDOT to make sure the project is completed by the final date. He noted Addendum #1 wording will be changed to Amendment # 1 and the federal aid agreement will come digitally to the Mayor after it is approved tonight.

Council Member Checketts made a motion to adopt resolutions 2026-962 and 2026-963 approving the 1100 W widening project funding extension and federal aid agreement for 1100 W widening project with the correction on the resolution 2026-963 changing the word "addendum" to "amendment." Council Member Peterson seconded the motion, and all voted in favor of the motion through a roll call vote.

### **EMPLOYEE RECOGNITION, COUNCIL KUDOS, AND POLICY REGARDING YEARS OF SERVICE**

The City Administrator noted he would like to discuss policy for employee awards for years of service. He said in the past it had been \$10 for every year of service. He proposed that Council increase that amount to \$50 for each year of service since they have funds they could draw from for those awards.

Council Member Checketts asked that the before tax award be made higher, so the employee gets the full amount of money for the recognition or perhaps giving cash instead of gift cards. The Mayor said they have

awarded the full amount on a gift card and withholdings are variable, so it does make it harder to determine the final amount.

Council Member Jones said he would not mind having allowance for a certain percentage for deductions that would help be a buffer.

The Mayor said he would not mind funding the FICA percentage of 1.45% because it is set but the other deductions are variable.

Council Member Larrabee said he felt like doing whatever is least complicated for staff to process and still meets federal requirements.

Council Member Grover shared that cash and gift cards are considered taxable wages by the IRS. That means when the city gives an employee a cash award, it must withhold federal taxes just like regular pay. If you try to increase the award so the employee "gets the full amount after taxes," you run into a problem because every additional dollar added to cover taxes is also taxable. That creates more tax which requires adding more money that is also taxable.

The City Administrator said he would talk with the HR Director and discuss the options and that he would take their suggestions into consideration and bring a new version of the policy back to the Council in the future.

The City Administrator then turned the discussion to Council Kudos. Council Member Checketts said there are two Council members and one city staff member who should be appointed to the committee and they can be changed at any time. She said it would also be good to use the city email for communication with Council Kudos rather than the [kudos@gmail.com](mailto:kudos@gmail.com) email that was previously used. It was noted that former Council Member Matt Terry was on the committee and he had moved so someone else needed to be chosen for the committee. She wanted Council Kudos to rollover if there isn't anyone awarded. It was noted it does say no more than 12 Council Kudos can be awarded in a one year. She said she didn't want to be stingy either if people were going above and beyond and were worthy of receiving an award. The City Administrator said that so far it has not been an issue, but they can revisit it does become an issue.

### **MILLS PARK TENNIS COURT RESURFACING OPTIONS**

The Mayor gave the floor to the Public Works Department. He noted the Council had approved resurfacing the tennis courts and basketball courts at Mills Park. He said while getting estimates for the resurfacing, there had been a suggestion to convert one of the tennis courts to a pickleball court.

The Public Works Director shared three options for this project.

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.

**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 meet 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.

The Mayor asked if pickleball courts were put in place of one of the tennis courts, would it be the same size as the current pickleball courts. The Public Works Director said it would be a little bit shorter than the standard-sized pickleball court. The Mayor asked if there would be a fence between the pickleball courts and tennis courts. The Council said if this were to happen, they would like to make sure there is a full fence separating the two courts.

Council Member Checketts said she would like to stay with the original plan of resurfacing the basketball courts and the tennis courts since there have been residents who have expressed concerns about removing the tennis courts from the city. She said she felt like pickleball courts are readily available throughout the neighboring communities that could be used while the park is under construction. She also said the basketball courts need to be done so they are available for the Summer Recreation Program to utilize. She also said there is a need for more sports and maybe there needs to be more park renovations to support the needs.

Council Member Grover also said he had received feedback that residents would still like to have the tennis courts available. He noted that only having two pickleball courts would not fill the needs of the community.

Council Member Larrabee said he agreed to stay with the original decision as it keeps the project in budget.

The Mayor said he also supported having the tennis courts as planned. He suggested working on getting new pickleball courts constructed on the extension piece of property at Mills Park and those could be utilized while the other pickleball courts at Hogan Park are dismantled.

The Public Works Director said the addition of pickleball courts would need to happen as soon as possible so they can be designed. He said there is another concern about additional parking at Mills Park and that would also need to be addressed. He said if they wanted to look at the Mills Park expansion there would need to be an addendum made to the current contracts or make some new contracts moving forward.

Council Member Larrabee said he did not feel like expanding Mills Park would be best at this time with the reconstruction of Hogan Park and City Hall.

Council Member Jones said even if they started the designs now for the Mills Park expansion, it would not be in place before the Hogan Park and City Hall construction takes place.



**INTEGRATING THE CITIZENS CORPS COUNCIL INTO THE CITY'S OFFICIAL STRUCTURE TAKING INTO CONSIDERATION CONSISTENCY, FUNDING, MEMBERSHIP CONTINUITY, AND LEGAL PROTECTION**

Council Member Larrabee gave the Council some background regarding this item. He noted that the Citizen Corps is an emergency preparedness group and is basically composed of two different groups. He said part of that group is composed of citizens who love HAM radio and love emergency preparedness. He said Woods Cross has a lot of potential events that can happen here. He said the second group is in place as a religious calling from the three different stakes in the area. He said there is one High Councilor from each of the three stakes that is given this assignment in times of need.

Council Member Larrabee said it has been a challenge over the past many years he has been involved in this program, to get people trained to takeover and help in the event of an emergency with the CERT program. He said it is a 13-week commitment for classes and instruction and also includes a half day of hands-on emergency training.

Council Member Larrabee said the Mayor had attended a meeting and helped update the EOP (Emergency Operations Plan) for Woods Cross City. He said they had found out that if there is an emergency, the Mayor is in charge. Council Member Larrabee said there are lots of things to be addressed in case of a major emergency and there would need to be all hands on deck to help.

Council Member Larrabee said Centerville city's police chief had looked at this program and viewed it through a new lens concentrating on the issues that seem to keep making this program such a challenge. He said one of those challenges is the continuity of leadership. Council Member Larrabee said with the High Councilors rotating through these assignments, they will have to start from square one. He also said they want to be able to reach out to every citizen regardless of what their faith is. He said the boundaries have been set up in the past to follow the LDS stake boundaries, but it needs to go beyond that. He said they could overcome both of those challenges by having some type of entity created within the structure of the city, and they would be appointed, much like the Planning Commission. The citizen corps would make a commitment to get trained, and they would serve in that capacity for several years. He said this came up in their Citizen Core meeting and he thought it would be good to discuss it with the Council. He said he would like to discuss ways to improve the Citizen Core.

The Public Works Director said the only way to get the correct information out and to get limited resources dispatched in time of emergency is through volunteers. He said he had worked with the High Counselors, and it does not seem to be the most effective way to utilize help in the event of an emergency. He said he agreed with Council Member Larrabee with having citizens appointed to an emergency type entity. He said the Mayor could appoint someone for each district and that would be a better way for the city to respond and get public safety dispatched to where they need to be in the event of an emergency. He said these types of individuals could be a real asset to supplement public safety individuals during a time of crisis.

Council Member Checketts asked if this would be a paid position like the Planning Commission and how many individuals would be on the committee.

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Council Member Larrabee said if the Council expected individuals to spend their time, it would be best to pay them a small amount for one meeting a month. He said three individuals from each district plus a City Council representative and the Public Works Director. He said the only responsibility for a block captain would be to check on their neighbors and report back what might be needed.

The Public Works Director said there are people who are passionate about doing these kinds of things and they could be a very good asset when they have enthusiasm to do this type of thing.

Council Member Larrabee said having networking in place would be very beneficial in the event of an emergency were to happen and might overlap with the nearby cities.

Council Member Jones asked if volunteers would need to be certified. The Public Works Director said that it would be best if they were certified because it would allow the city to operate in an independent way and then added it would be great to have as many people involved as possible that are interested.

Council Member Grover asked if there were other clubs or agencies that might be involved in this as well. The Public Works Director said they could check with the Jeep Posse and see if they would be interested in attending some of the meetings. Council Member Grover also said that education was important.

The Mayor said they could put out information on social media and in the newsletter and let people know who might be interested and that could become active with this group.

It was mentioned that it would be good to have someone from the refinery on the committee as well.

Council Member Peterson said it would be best if it could be a collaborative effort and get multiple agencies involved so information can be shared with everyone.

Council Member Jones asked how costs could be calculated.

The Public Works Director said there would need to be more information gathered.

Council Member Peterson asked if there were other cities that are doing this. The Public Works Director said he will check with the Chief in Centerville and see what information he has.

Chief Bigelow was asked how he felt about this recommendation and he said he had not previously been involved with this type of committee in the city where he worked.

The City Administrator said that in his years of experience he had not seen a major event where block captains had to go door to door. He suggested that we think about doing a reasonable amount of work going into this, while also safeguarding that this effort does not stretch the time and resources of the city. He said the ideas are good, but encouraged expectations to be realistic and to balance the resources that are available.

The Public Works Director said communication should be a key component of the plan and could be the primary goal, but they can discuss other options as well. He said he would continue to gather further information so this could be discussed with Council again in the future.

### **CITY ADMINISTRATOR'S REPORT**

After asking the Council if there were any questions on his report included in the packet he City Administrator noted the following:

The City Administrator said he wanted to apologize for the Legacy Parkway soundwall noise issue. He said he recalled there was a short window of time that the vote needed to be turned in, and he felt like since there were going to be people for it and against it, he would send in the neutral ballot since it was time sensitive. He said the voting period has now been extended and he can contact an individual to change the vote if the Council would like him to do so.

The Council reviewed where the sound wall would be going in on Legacy Parkway. Wall #4 on the drawings was the one that goes through the city of Woods Cross.

It was noted that it was Highway Patrol that responds to accidents on this road. Council Member Checketts said safety is a concern along this stretch of road in the city and a solid barrier opposed to the cable barrier would be more secure. Chief Bigelow said there have been a few cars that ended up in the park due to accidents.

Council Member Jones said he lived near a sound wall at one point, and you could not hear any roadway noise with the sound wall in place.

The Mayor noted he had also lived near a sound wall in Farmington, and the sound wall helped those within a few blocks of the freeway, but the sound went up and over the sound wall and negatively impacted homes further into the neighborhood. He said there are benefits for a sound wall, but he wanted to make everyone aware the sound is transferred and there are tradeoffs. He said he understood why the City Administrator had chosen to be neutral because all city residents need to be represented whether they are in support or not of the sound wall. He said with the votes that had been taken thus far, most residents from Woods Cross had voted for the sound wall.

There was further discussion on how the sound wall votes for the various cities might affect where the sound walls would be.

Council Member Checketts said for liability reasons it might be good to have a wall for safety. She said safety is her main concern, especially since cars have ended up in the park from accidents and that is good enough reason to vote for the sound wall.

Council Member Grover said he is a cyclist and he nearby this area often and he feels like it is a safety concern and it would be safer to put in the wall. He said he would vote for the wall.

Council Member Larrabee said he would be on favor of the wall.

Council Member Jones said he would be in favor of the wall as well.

It was the consensus of the Council that they would like to change the vote from abstaining to a yes vote for the sound wall #4 to be constructed along the Woods Cross City boundary. The City Administrator said he would reach out and have the vote changed to a yes vote if possible.

The City Administrator said he would like to also discuss the Front Runner and the double tracking. He said they would be having a meeting with staff to update them on construction, timelines, easements and those types of things. He said they would then attend a Council meeting to update the City Council, and then they would have a meeting following the City Council meeting to invite the public for questions or comments.

Council Member Jones asked if there would be nighttime construction when the double tracking is installed. The City Administrator said they are pushing for train horns only during daytime hours while construction is going on. He said the FRA is required to sound horns when there are people or equipment on the tracks. He said they are going to try not to have construction in the evenings, overnight, or on weekends. He said those horns will only be sounded where work is taking place. He said he is asking them to limit the horns being sounded.

There was some discussion on horns that had been recently sounding and the Public Works Director said they are trying to determine who has been sounding the horns. Council Member Checketts said it is on the Union Pacific tracks. Staff said they would continue working on finding out who it is.

The City Administrator said he was approached by UDOT where they are needing to acquire property near the end of Clark Street. He said they are asking if the city would be willing to donate the property. The City Administrator said this is a right-of-way piece of property, so it is different than the property that had been sold to UDOT previously. The Mayor asked if the fire district would allow that. The City Administrator said he has reached out to the fire chief for his input to see if it met code.

The Public Works Director said the T-portion of the property does not currently meet fire code so as part of the proposed land acquisition, the fire marshal would need to weigh in and have UDOT improve it to meet fire code so there is enough space for a safe turnaround for fire engines.

The City Administrator said the question would be if the city will dedicate the property or sell the property.

The Mayor said the city might be willing to exchange the property for betterment of the city near the on and off ramps located in the city. He said he felt like there would be a value to the property. The Council said they would agree with that as well. He said they would like to make sure if the property does go to UDOT, it is up to code as much as possible. He said he also wanted to make sure UDOT understood the value would be an addition to the improvements that the city has already put in and paid for.

The Council felt this property did have value and would like the City Administrator to take this to UDOT.

#### **QUESTIONS/DIRECTION TO STAFF**

Council Member Peterson noted that Woods Cross Elementary is experiencing extra amounts of dog droppings on their property and it is become a hazard for the children. She said the Davis County Health Department and the Davis County School District have a policy that there are no dogs allowed on school

property. She asked if that could be put out on social media to let people know dogs are not allowed on school property and if there are dogs in the park, please pick up after your dog.

Council Member Jones suggested the school put up “No Dogs” signs so people are aware. It was noted that notification could be put on social media that “No Dogs” are allowed in parks and public and dog owners be directed to the dog park located in the city.

The City Administrator asked if the school staff would like to send some language to the city to aid in the general messaging of “No Dogs” in parks and public places. Council Member Peterson said she could follow up with this.

Council Member Checketts said she noticed there were late fees refunded for the grace periods for business licensing and that could become costly to the city. She wanted to know why there was a problem. The City Administrator said it had been a system error, and it had been fixed and would not recur.

Council Member Checketts asked which Council Member had been asked to be on the Planning Commission. The Mayor said no one had been appointed to attend Planning Commission meetings at this point.

Council Member Checketts noted Council Kudos needed another Council Member assigned to that committee.

Council Member Checketts asked how Tara in the parks department was doing. The Public Works Director said she had been around to all of the parks and has she identified any immediate needs for the parks. The Public Works Director said he had spoken with Tara. She has good ideas but is not ready to present them quite yet. He said she has been through every park and is looking at beautification for the city and will have a lot to discuss once she has things laid out and how she would like to handle things.

The Council asked how the gopher problem is going. The Public Works Director said they continue to work on the problem and with the good weather they are going to address the issues especially at Mills Park.

The Mayor shared that he had some experience with gophers in the past and he said that grape Hubba Bubba worked well for a solution for residents many years ago. He said the gophers are attracted to the scent, but they cannot digest the gum once they have eaten it. He thought it might be worth a try. The Public Works Director said he would look into it and see if that might work.

Council Member Checketts asked about the sewer costs at the public works building. The Mayor noted the charges are based on calculations of the water that goes through that water system. It was noted there is quite a bit of volume going through that system with all the things that are tied to it.

### **CITY COUNCIL REPORTS**

Council Member Grover said the Mosquito Abatement District is concluding their executive director search with the retirement of the current director. He said there will be a meeting held to meet the candidates coming up.

**CLOSED MEETING**

Council Member Jones made a motion to move into closed session to discuss items pursuant to UCA § 52-4-205. Council Member Checketts seconded the motion and Council Members Grover, Peterson, Checketts, Jones, and Larrabee voted in favor of the motion.

**ADJOURNMENT**

There being no further business before the Council, Council Member Peterson made a motion to adjourn the meeting at 8:52 PM with Council Member Larrabee seconding the motion and all voted in favor of the motion.

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Ryan Westergard, Mayor

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Annette Hanson, City Recorder

# 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
31303	02/05/2026	ACE RECYCLING AND DISPOSAL	GREEN WASTE PICKUP	52-40-625	9,182.13	1277691
31303	02/05/2026	ACE RECYCLING AND DISPOSAL	RECYCLING PICK UP	52-40-624	14,665.05	1277691
31303	02/05/2026	ACE RECYCLING AND DISPOSAL	FIRST CAN PICK UP	52-40-620	17,715.92	1277691
31303	02/05/2026	ACE RECYCLING AND DISPOSAL	SECOND CAN PICK UP	52-40-620	1,193.50	1277691
31303	02/05/2026	ACE RECYCLING AND DISPOSAL	DUMPSTER PICKUP-CH, PW AND PARKS	52-40-622	637.94	1275709
31303	02/05/2026	ACE RECYCLING AND DISPOSAL	DOCUMENT DESTRUCTION THROUGH 1.31.26	10-51-250	152.78	1276531
Total 31303:					43,547.32	
31304	02/05/2026	ANAGO	CARPET CLEANING -PUBLIC WORKS MULTIPURPOSE ROOM	10-79-260	845.00	37054
31304	02/05/2026	ANAGO	SHOP MULTIPURPOSE ROOM/PW WINDOW CLEANING	10-79-260	425.00	37062
Total 31304:					1,270.00	
31305	02/05/2026	BEACON CODE CONSULTANTS	BUILDING INSPECTIONS AND PLAN REVIEWS JANUARY 2026	10-63-310	9,360.00	06042704
Total 31305:					9,360.00	
31306	02/05/2026	BELL JANITORIAL SUPPLY	CH HAND SOAP	10-51-260	203.92	1078577
Total 31306:					203.92	
31307	02/05/2026	BOUNTIFUL CITY CORP	330 W 1500 S Electric Power	51-40-270	38.18	2506166
31307	02/05/2026	BOUNTIFUL CITY CORP	180 E 1500 S Electric Power	51-40-270	28.32	2506921
Total 31307:					66.50	
31308	02/05/2026	BOUNTIFUL POLICE DEPARTMENT	34D QUARTER DISPATCH SERVICES 1/1/26-3/31/26	10-60-280	13,513.57	12326
Total 31308:					13,513.57	
31309	02/05/2026	BRADY PLUS	GARBAGE CAN LINERS FOR CH	10-51-260	84.34	11146555
Total 31309:					84.34	
31310	02/05/2026	CITY OF NORTH SALT LAKE	CITY'S SHARE DOG PARK CONSTRUCTION	23-40-732	56,538.24	2732



# Memo

To: Woods Cross Mayor and City Council

From: James Bigelow, Chief of Police

Date: 02/06/2026

Re: Authorization to Purchase Three Stalker Dual/DSR/SII/2X Moving Radar Systems



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I am requesting that WXPB be given the authorization to purchase three Stalker Dual/DSR/SII/2X moving radars using money from the beer tax/liquor account 28-40-740.

The quote for three radar systems is 10,908.00 from Stalker Radar Applied Concepts Inc. The purchase of the three systems will ensure each police patrol vehicle has the same radar and make all vehicles compatible with the new Axon dash cameras that were recently purchased. The previous radar systems have been purchased through grants that Sgt. Hanselman and Sgt. Boyle have secured through the State of Utah. Eight radar systems were asked for through the grant, but the police department was only awarded five, which is why the police department is asking to purchase three from the beer tax account. I have attached the quote and contract to answer any questions.



# Quote

# 2116382

855 E. Collins Blvd.  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Anthony Greene  
+1-972-801-4892  
anthony.greene@stalkerradar.com

Page 1 of 1  
Date: 12/26/2025

Reg Sales Mgr: Joe Bartels  
+1-720-456-2483  
jbartels@a-concepts.com

Effective From: 12/26/2025

Valid Through: 03/26/2026

Lead Time: 55 working days

<b>Bill To:</b> Woods Cross City Police Dept 1555 S 800 W Woods Cross, UT 84087-2160	<b>Customer ID: 105869</b>  Accounts Payable	<b>Ship To:</b> Woods Cross City Police Dept 1555 S 800 W Woods Cross, UT 84087-2160	<i>FedEx Ground</i>  Sergeant Corey Boyle
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Grp	Qty	Package	Description	Wrrnty/Mo	Price	Ext Price
1	3	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$3,435.00	\$10,305.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	3	200-0965-60	ASSY, 2X COUNTING UNIT, 1.5 PCB, ARM PROCESSOR			\$0.00
2	3	200-1570-00	2X Modular OSC Display			\$0.00
3	3	200-1468-00	Dual DSR Ka Antenna			\$0.00
4	3	200-1468-01	2X Rear Antenna			\$0.00
5	3	200-0919-00	2X Fast Lock Remote w/Screw Latch			\$0.00
6	3	200-0769-00	25 MPH/40 KPH KA Tuning Fork			\$0.00
7	3	200-0770-00	40 MPH/64 KPH KA Tuning Fork			\$0.00
8	3	200-0648-00	Display Sun Shield			\$0.00
9	3	200-1341-10	2021-2024 Ford F-150 Front Combo Mount, Ka Band		<del>\$189.00</del>	<del>\$567.00</del>
11	3	200-1342-00	2019-2024 Ford F150 KA Antenna Rear Mount		<del>\$91.00</del>	<del>\$273.00</del>
12	3	155-2591-08	8 Foot Antenna Cable, IP67			\$0.00
13	3	155-2591-20	20 Foot Antenna Cable, IP67			\$0.00
14	3	200-0622-00	VSS Cable Kit			\$0.00
15	3	200-0619-00	2X Documentation Kit			\$0.00
16	3	006-0094-00	Fan Noise Suppression Addendum - 2X			\$0.00
17	3	035-0361-00	Shipping Container, Dash Mounted Radar			\$0.00
18	3	060-1000-36	36 Month Warranty			\$0.00
19	3	006-0147-00	Certificate of Accuracy, Stalker Dual/DSR/SII/2X			\$0.00
20	3	200-1503-10	Stalker Speed Module		\$201.00	\$603.00
Group Total						\$11,748.00

Product	\$11,748.00	Sub-Total:	\$11,748.00
Discount	\$0.00	Sales Tax 0%	\$0.00
		Shipping & Handling:	\$0.00
Payment Terms: Net 30 days		<b>Total: USD</b>	<b><del>\$11,748.00</del></b>

Vehicle Information:  
2025 Ford F-150

10,908

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these terms and Conditions carefully before proceeding.

## **RESOLUTION 2026- 964**

### **A RESOLUTION APPROVING THE PURCHASING OF STALKER MOVING RADARS**

**WHEREAS**, Woods Cross City is in need of purchasing three Stalker Dual/DSR/SII/2X moving radar systems; and

**WHEREAS**, the police department is proposing the purchase of the radars from Stalker Radar Applied Concepts Inc. for the radars; and

**WHEREAS**, the radars will be used for many uses, such as speeding enforcement, DUI enforcement and education, and will make our fleet all on the same system.

**WHEREAS**, the police department is asking to use funds from our beer tax/liquor account 28-40-740.

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

1. That Mayor is authorized to sign the purchase of three Stalker Dual/DSR/SII/2X moving radar systems using funds from the beer tax/liquor account 28-40-740.
2. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 17th DAY OF FEBRUARY 2026.**

WOODS CROSS CITY  
A MUNICIPAL CORPORATION

ATTEST:

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

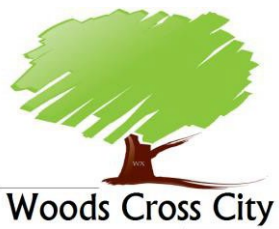
\_\_\_\_\_  
ANNETTE HANSON, CITY RECORDER

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]*





Ryan Westergard  
Mayor

Bryce K Haderlie  
City Administrator

## Police Department

James Bigelow  
Chief of Police

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

# Memorandum

**DATE:** February 6, 2026  
**TO:** Mayor and City Council  
**FROM:** Chief James Bigelow  
**SUBJECT:** Resolution Authorizing the Surplus of Vehicles – Updating one Vehicle on the Vehicle List Brought to Council July 15, 2025, Approved via Resolution 2025-933

### **STAFF RECOMMENDATION:**

As part of Resolution 2025-933 Staff recommended surplus of the old vehicles and equipment from the Police Department which included the four vehicles below.

2021 Ford F150	1FTFW1E88MFC81741
2021 Ford F150	1FTFW1E85MFC73001
2021 Ford F150	1FTFW1E88MFC73008
2021 Ford F150	1FTFW1E87MFC73002

### **UPDATE with this RESOLUTION:**

Upon further review of our police fleet, the 2021 Ford Expedition 1FMJU2AT0MEA85259 which was made a spare vehicle last year has more miles than the 2021 Ford F150 1FTFW1E87MFC73002.

As a result, we propose that the 2021 Ford Expedition 1FMJU2AT0MEA85259 be disposed of in accordance with the proposed resolution and the 2021 Ford F150 1FTFW1E87MFC73002 be moved to a spare vehicle in the police department.

## **RESOLUTION 2026-965**

### **A RESOLUTION APPROVING THE DISPOSAL OF CERTAIN PROPERTY OWNED BY THE CITY THAT IS DEEMED TO BE SURPLUS**

**WHEREAS**, Woods Cross City is charged with managing the financial resources of the City; and

**WHEREAS**, Woods Cross City has identified various items of city-owned property as being surplus to the needs of the City and has determined it to be in the public interest to offer them for sale.

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

1. In compliance with City Code 3-15-130 and Utah Code Ann. 10-8-1, the City manager is hereby directed to dispose of the surplus items enumerated in attached memos of this Resolution. If the following methods of sale of surplus property result in an unacceptable bid, the City Manager is authorized to dispose of the items as sold waste. The City Manager will determine the best method of sale to maximize the value of surplus property. Methods of sale of surplus items may include:
  - a. Third party public auction companies that are on the State cooperative contracts list or comply with the requirements listed in the cooperative contracts.
2. That Mayor is authorized to sign said resolution by the affirmative vote of the City Council.
3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE  
OF UTAH, ON THIS 17<sup>th</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]*



# **EXHIBIT A**

**To Resolution 26-  
(surplus property list)**



## Woods Cross Police Department

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

**James Bigelow**  
Chief of Police

**DATE:** February 6, 2026  
**TO:** City Council  
**FROM:** Woods Cross Police  
**SUBJECT:** Property Ready for Disposal

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Please find the following equipment to be declared surplus due to age/excessive wear/departments rotation procedure. J and J Auctions or another third party will pick these vehicles, prepare them for auction.

WXPID ID Description	Serial Number
----------------------	---------------

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### POLICE

2021 Ford F150	1FTFW1E88MFC81741
2021 Ford F150	1FTFW1E85MFC73001
2021 Ford F150	1FTFW1E88MFC73008
2021 Ford Expedition	1FMJU2AT0MEA85259

# Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: February 11, 2026

Re: Employee Recognition for Years of Service and Council Kudos

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Following the discussion at the February 3<sup>rd</sup> city council meeting, staff made the requested adjustments to the attached Council Kudos Award and Years of Service Employee Recognition policies.

If the policies meet the council's expectations, you can adopt the attached resolution memorializing the policies.



**RESOLUTION 2026 - \_\_\_\_\_**

**A RESOLUTION ADOPTING COUNCIL KUDOS AND YEARS OF SERVICE  
EMPLOYEE RECOGNITION**

**WHEREAS**, the Woods Cross City recognizes the importance of hiring and retaining skilled and talented employees to accomplish the work of the city; and

**WHEREAS**, the City Council strives to provide a mix of competitive wages, benefits, and other forms of recognition to recognize the efforts of excellent service and steady service through longevity; and

**WHEREAS**, the City Council has employed the Council Kudos award and Years of Service Recognition over the years and desires to update and memorialize those policies.

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

1. That the City Council approves the Council Kudos award and Years of Service Employee Recognition Policy as attached hereto.
2. 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 17<sup>TH</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]



# **Woods Cross City Council Kudos Policy**

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1. **PURPOSE.** It is the purpose of the Council Kudos Award (“Kudos”) 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 a 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 a Kudos 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 (“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 by city email to the members of the Board. While multiple people can be recognized in a given month, the Board shall select one (1) submission monthly to receive the Kudos Award (gift card). If multiple submissions are received, the 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 Kudos Awards (gift cards) will be awarded in a calendar year unless approved by a majority vote of the city council.

# **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 as defined in the Woods Cross Employee Personnel Policies Manual:

- Full-Time Employees
- Part-Time Employees

## **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:

- Full-Time Employees, \$50.00 per year of service
- Part-Time Employees, \$25.00 per year of service

An employee that has worked in both categories will receive the incentive amount for that category for the time that they worked in it (example: 5-year part-time (\$125) + 5-year full-time employee (\$250)= \$375). 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.

# Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: February 11, 2026

Re: Amendment #75 to the Consolidated Fee Schedule

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Staff recommends adoption of this resolution for the Consolidated Fee Schedule (revision #75) to memorialize the water, garbage and stormwater fees that were adopted by ordinance on January 20, 2026, and other fee and/or fee schedule language proposed by staff to cover the costs of providing city services and clarify how the fees are applied.

The changes are identified in the Markup Copy with strikeout for deleted items and bold for new. A summary of those changes includes:

1. Business License Late Fee, pg. 4 – Late fees are being proposed.
2. Street Trees, pg. 5. – With past changes to the city code, this section is modified for any case where a citizen or business does not comply with city code and the city has to install a tree by court order, code enforcement, or damage to a street tree by another party.
3. Police Reports, first 10 pages, pg. 5 – The PD proposes increasing the fee from \$15 to \$25 to cover actual costs of providing these reports.
4. Rental and Reservations, pg. 7 – Due to some of the challenges that we have faced, a new sentence has been added in the orange section under the heading that states, **“City facilities may not be rented for fundraising, sales, or camping purposes.”**
5. Rental and Reservations, pg. 7 – There are a number of proposed changes to this section that include:
  - a. City council and staff use of the facilities.
  - b. Changes from 3 to 4 hours, and use of 5 hours or more for multi-purpose rooms to match pavilion rental.
  - c. We’ve removed the hourly rental fee and are just using the flat fee due to the limitations of the reservation software.
  - d. We have added the \$35 per hour charge to Government and Community of Promise groups that use the public works facility after business hours in order to cover the cost of having a building monitor on premises.
6. Culinary Water Use Section, pgs. 9-11 – Changes that were adopted by ordinance on 1.20.26.
7. Garbage/Recycling/Green Waste Collection, pg. 11 – Fees updated per the ordinance on 1.20.26.
  - a. We are asking if the Roll-Off Dumpster Rental program should increase the \$100 fee to cover more of the cost that is ranging from \$400 to \$450 per load?
8. Storm Water, pgs. 11-12 – Fees increased per the ordinance adopted on 1.20.26.

**RESOLUTION 2026-\_\_\_\_\_**

**A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE  
FOR THE CITY OF WOODS CROSS**

**WHEREAS**, the City is authorized to establish fees to cover the cost of providing city services; and

**WHEREAS**, the City has updated and adopted a Consolidated Fee Schedule by resolution to identify these fees in one document; and

**WHEREAS**, the City Council held a public hearing on January 20, 2026, in a regular council meeting and adopted Ordinance 637 setting rates for water, storm water and garbage collection; and

**WHEREAS**, the City desires to memorialize these rate increases and modify other fees and language in the Consolidate Fee Schedule in order to provide these services.

**NOW THEREFORE**, be it resolved by the Woods Cross City Council as follows:

1. That the fees set forth in the attached Consolidated Fee Schedule (version #75).
2. That the Mayor be authorized to sign this resolution that becomes effective immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS  
CITY, STATE OF UTAH, ON THIS 17<sup>th</sup> DAY OF FEBRUARY 2026.**

**WOODS CROSS CITY**

**ATTEST**

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

\_\_\_\_\_  
**Annette Hanson, City Recorder**

**COUNCIL VOTING:**

<b>Julie Checketts</b>	<b>Yea</b> ____	<b>Nay</b> ____	
<b>Eric Jones</b>	<b>Yea</b> ____	<b>Nay</b> ____	
<b>Wallace Larrabee</b>	<b>Yea</b> ____	<b>Nay</b> ____	
<b>Jim Grover</b>	<b>Yea</b> ____	<b>Nay</b> ____	
<b>Rachel Peterson</b>	<b>Yea</b> ____	<b>Nay</b> ____	
<b>Ryan Westergard</b>	<b>Yea</b> ____	<b>Nay</b> ____	<b>[tie vote only]</b>





# WOODS CROSS CITY

## CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
INDEX	
SERVICE - ACTIVITY	PAGE
<b>ADMINISTRATIVE FEES</b>	<b>1</b>
BUILDING	1 (See page 12 also)
IMPACT FEES	2
BUILDING BONDS	2
PUBLIC RIGHT OF WAY AND EXCAVATION PERMIT	2-3
DEVELOPMENT REVIEW SERVICES	3-4
SIGNS	4
BUSINESS LICENSE	4-5
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PUBLIC WORKS BILLING RATES	5
GRAMA REQUESTS	5-6
SEX OFFENDER ANNUAL REGISTRATION	6
FINGERPRINTS	6
CITY BAIL SCHEDULE	6
FALSE ALARM FEES/FINES	6
ATHLETIC FIELD/COURT USE	6
PARK CONCESSIONS	6-7
RECREATION FEE	7
RENTAL AND RESERVATIONS	7-8
WATER SERVICE	9-11
GARBAGE COLLECTION	11
STORM WATER	11-12
Exhibit 1 - Table 3 Building Permit Fees	13
<b>ADMINISTRATIVE FEES</b>	
Returned Check - Insufficient Funds Charge	\$20 minimum per occurrence or the actual cost of the charge paid by the city if it is over \$20
Utility Account Delinquency Charge	\$20 minimum per occurrence or the actual cost of the charge paid by the city if it is over \$20
<b>BUILDING</b>	
Building Valuation	Building valuation is derived utilizing current building
Building Permit Fees	Building permit fees are determined by following the procedures outlined in the 1997 Uniform Administrative
Plan Review Fee	65% of the Permit Fee



# WOODS CROSS CITY

## CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
Investigation Fee	100% of the Permit Fee
State Fee	1% of the Permit Fee
New Can Fee (Assessed at building permit issuance)	See "New Can Fee" in Garbage/Recycling/Green Waste Collection Section
Other Building Permit Fees -Additions or modifications to existing structures; structural, plumbing, mechanical, and/or electrical systems	Fees shall be assessed in accordance with the provisions of Section 304 of the 1997 Uniform Administrative Code
<b>IMPACT FEES</b>	
<b>Impact Fees must be paid by check or money order</b>	
<b>Park Development Impact Fee</b>	
Single Family Dwelling Detached (per unit)	\$2,929.00
All other Dwelling Units (per unit)	\$1,678.00
<b>Storm Sewer Impact Fee</b>	
Single Family Dwelling Detached (per unit)	
Base Fee	\$1,327.00
Detention Fee*	\$226.00
Combined Base & Detention Fee	\$1,552.00
Multi-Family Residential and all other uses (per developed acre)	
Base Fee	\$5,306.00
Detention Fee*	\$903.00
Combined Base & Detention Fee	\$6,209.00
*If a new development will be served by regional detention facilities, the developer would pay the base fee plus the detention fee. If a new development is not served by regional detention facilities, the develop would pay solely the base fee.	
<b>Water Impact Fee</b>	
Single Family Dwelling Detached (per unit)	\$2,568.00
Multi-Family Residential (per unit)	\$2,106.00
All other uses (meter size)	
3/4 inch	\$2,568.00
1 inch	\$6,422.00
1 1/2 inch	\$12,840.00
2 inch	\$20,544.00
3 inch	\$38,520.00
4 inch	\$64,200.00
Fire impact fees are established by South Davis Metro Fire and collected with the building permit fees.	
<b>BUILDING BONDS</b>	
As authorized in Section 10-3-110 , Woods Cross City	
Single Family Residential Dwellings	\$1,000 ea.
All other*	\$10.00 per linear feet of public street frontage



# WOODS CROSS CITY

## CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
* A bond will not be required for permits with a building valuation less than \$60,000. Regardless of valuation, a bond shall be required for all new residential dwellings.	
<b>PUBLIC RIGHT OF WAY AND EXCAVATION PERMIT</b>	
Commercial Encroachment Permit Fee Commercial Property, Utilities, Other Infrastructure	\$150.00
Residential Encroachment Permit Single Lot Fee for Driveway widening and Landscaping	\$50.00
Concrete Repair/Replacement Fee (per linear foot)	\$1.00
Boring pit or pothole fee	\$50.00
Road cut/excavation fee (per square foot of road restoration)	\$0.25
Road age 3 years or less minimum	\$500.00
Road age 4-6 years minimum	\$250.00
Road age 6 years or older minimum	\$150.00
Sealing of surfaces restoration	
For surface restorations perpendicular to roadway and in length less than the width of the roadway (per square foot of road restoration)	\$2.50
Bond Release Inspection Fee (For excavations parallel to roadway sealing must be completed by applicant before release of bond)	\$50.00
Cash Surety Bond for excavation restoration	
For boring pit, pothole or excavation unpaved area (per square foot of excavation area)	\$2.25
For excavation in paved roadway (per square foot of	\$4.59
Minimum Bond amount	\$2000 Landscape, \$5,000 Asphalt & Concrete
Restricted Truck Load Exception Permit	\$50.00
Note: No excavation will be authorized for roads 3 years following installation of new asphalt and /or preservation treatments. Emergency excavations are allowed in event of life, property damage, and to restore customers utilities.	
<b>DEVELOPMENT REVIEW SERVICES</b>	
Subdivisions <sup>1</sup>	
Preliminary Plat Review <sup>1</sup>	\$400.00 + \$40.00/lot, \$300.00 for each submittal after 2nd submittal, See Footnote 2
Final Plat Review <sup>1</sup>	\$400.00 + \$45.00/lot, \$300.00 for each submittal after 2nd submittal, See Footnote 2
PUD Preliminary Plat Review <sup>1</sup>	\$600.00 + \$50.00/lot, \$400.00 for each submittal after 2nd submittal, See Footnote 2
PUD Final Plat Review <sup>1</sup>	\$600.00 + \$55.00/lot, \$400.00 for each submittal after 2nd submittal, See Footnote 2
Plat Amendment <sup>1</sup>	\$300.00 + \$40.00/lot, \$200.00 for each submittal after 2nd submittal, See Footnote 2
Inspection of Improvements <sup>1</sup>	1% of the City Engineers estimate of the cost of public improvements





# WOODS CROSS CITY

## CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
Site Plan Review	
1 to 5 acres <sup>1</sup>	\$400.00 for first acre or fraction thereof + \$100.00 per acre or fraction thereof up to 5.0 acres, \$250 for each submittal after 2nd submittal, See Footnote 2
Greater than 5.0 acres <sup>1</sup>	\$400.00 + \$110.00 per acre or fraction thereof, \$250 for each submittal after 2nd submittal, See Footnote 2
Site Plan Amendment <sup>1</sup>	\$300.00 See Footnote 2
General Plan Amendment <sup>1</sup>	\$500.00 See Footnote 2
Rezone Request or Text Amendment <sup>1</sup>	\$400.00
Master Development Plan <sup>1</sup>	\$500.00
Annexation Petition <sup>1</sup>	\$800.00
<sup>1</sup> \$2,500 deposit required for each application to cover city contract employees (attorney, engineer, traffic engineer, etc.). Each applicant will cover 100% of the city contract employee expenses charged to the city in association with the project. <sup>2</sup> This fee covers the cost of staff time, notices, etc. for each submittal.	
Conditional Use Permit/ADU (Accessory Dwelling Unit)	\$150.00
Conditional Use Amendment	\$100.00
Hearing before Hearing Officer	\$200.00
Home Occupation Request	\$25.00
Urban Chicken/Bees Request	\$15.00
Noise Permit	\$100.00
<b>SIGNS</b>	
Street Identification Sign	\$200.00
Traffic Control/Regulatory Sign	\$200.00
Other Signs not regulatory or Street ID	\$200.00
Combination Street Identification & Traffic Control/Regulatory Sign	\$300.00
<b>BUSINESS LICENSE</b>	
Base Fee	\$75.00
<b>Late Business License Renewal Fee</b> (Fees will be charged according to City Code Section 6-01-080(b))	<b>Not paid by Jan. 31st- Additional 50% of base fee</b> <b>Not paid by Feb. 28th- Additional 75% of base fee</b> <b>Not paid by Mar. 31- 100% of base fee</b>
Home Occupation	\$25.00
Other	\$50.00
Temporary Use as defined in Section 12-21-112 Woods Cross City Code	\$50.00
Regulatory fees in addition to base fee:	
Beer License	
Class "A" - Bottled/Canned Beer off premise consumption	\$250.00
Class "B" - Bottled/Canned Beer served on premise or Special Event Beer License	\$200.00



# WOODS CROSS CITY

## CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
Sexually-oriented business/Employees of sexually-oriented business: In addition to the base business license fee and any other applicable variable fee, the following fees shall be charged to sexually-oriented businesses and employees of sexually-oriented businesses	
Outcall services	\$250.00 base fee + \$200.00 police/enforcement services
Outcall services employees (Except Outcall business employees	\$250.00 base fee + \$200.00 police/enforcement services
Semi-nude dancing agencies and semi-nude entertainment businesses	\$250.00 base fee + \$200.00 police/enforcement services
Semi-nude dancers/performers	\$250.00 base fee + \$200.00 police/enforcement services
Adult businesses	\$250.00 base fee + \$200.00 police/enforcement services
Adult business employees	\$250.00 base fee + \$200.00 police/enforcement services
Outcall business employees who do not perform any	\$250.00 base fee + \$200.00 police/enforcement services
Police/enforcement service, background investigation fee (required of all applicants for a sexually-oriented business license and all employees, performers, or dancers at the time of initial application).	\$200.00
<b>STREET TREES</b>	
<b>In the event that the city is forced to install a street tree due to citizen refusal to install or maintain a street tree in accordance with City Code Chapter 8-3 a minimum 2" Caliper Tree will be installed per Section 8-03 of Woods Cross City Code</b>	<b>\$600 The actual cost of the tree plus time and labor using the Public Works Billing Rates</b>
<b>PUBLIC WORKS BILLING RATES</b>	
Public Works Labor and Equipment Billing (Only to be billed when needed for emergency services and insurance claims). a. All public works billing for labor and equipment will follow the most recent FEMA Reimbursement rates for the area or actual labor costs, whichever is higher.	
<b>GRAMA REQUESTS</b>	
Compiling records in a form other than maintained by the city	Actual cost and expense for employee time, supplies and equipment with a minimum charge of \$30.00. If the time involved is less than 15 minutes, there is no charge.
Copy of record	
Electronic Record	No fee except as required for compiling a record as stated above
Single-sided sheet	\$0.25
Double-sided sheet	\$0.40
Certificate of record (per certification)	\$2.00
Provision of Record on a CD	\$20.00
Postage	Actual cost to City
Document Costs	
City Code (not including Zoning Ord.)	\$25.00
General Plan Amendment	\$50.00
Zoning Ordinance	\$15.00
Land Development Code	\$10.00
Zoning Map (11 x 17)	\$2.00



## WOODS CROSS CITY CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT	
General Plan Map (11 x 17)	\$2.00	
Police Records		
Police Report - first 10 pages	<del>\$25.00</del> \$15.00	
for each single sided page	\$0.25	
for each double sided page	\$0.40	
Police Accident Report	\$25.00	
(for driver or victim)	\$0.00	
Copy of in-car body cam video	\$100.00	
Photos - CD Format	\$50.00	
Photos - Printed		
4 per page	\$20.00	
2 per page	\$50.00	
SEX OFFENDER ANNUAL REGISTRATION		
Per Registration	\$25.00	
FINGERPRINTS		
Resident	\$15.00	
Business located in Woods Cross	\$15.00	
Non-Resident	\$30.00	
CITY BAIL SCHEDULE		
Violations of Chapter 14-15 of the Woods Cross City Code "Stopping, Standing and Parking"	\$25.00	
FALSE ALARM FEES/FINES		
	Residential	Commercial
Responding to up to two false alarms within 12-month	No Charge	No Charge
Third False Alarm in 12 months	\$50.00	\$100.00
Four+ False Alarms in 12 months	\$100.00 for each false alarm of four or more in the 12 month period	\$200.00 for each false alarm of four or more in the 12 month period
Late Fees	All fees and fines are due within 30 days after notice. A penalty of 10% of the original fee is assessed each 30-day period the fine remains unpaid. After 90-days, the claim goes to collection for all amounts, plus costs and attorney's fees.	
ATHLETIC FIELD/COURT USE		
Charge for field, tennis court & basketball use (per hour)	\$20.00	
Seasonal (3 month block) Reservation/Special Use Fee for League or parties over 150 people	\$300.00	
Seasonal (3 month block) Reservation for Recreation District or Davis School District	\$150.00	



# WOODS CROSS CITY

## CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
Individual Team	\$100.00
Rental of portable bathroom facilities during shoulder season	City will rent facilities at state contract rate. Cost will be divided by league/districts using each park and will be billed during the month of use.
Pickleball Courts (3 courts for 4 hours) - Must be rented in conjunction with an active pavilion rental and subject to pavilion rental rates as well.	\$450.00
PARK CONCESSIONS	
Mills Park Concession Stand	
Per Week	\$20.00
Refundable Deposit	\$50.00
Vendor Fee for vendors providing concessions at a city sponsored event (per event)	\$10.00
Farmers Market	
Farm produce booths	\$5.00
Craft & Artisan booths	\$10.00
Booths requiring electricity	\$15.00
Food Trucks	\$15.00
Permanent members of Farmers Market Committee booth fee	N/C
RECREATION FEE	
Due to program variables, fees will be established on a program-by-program basis by dividing the anticipated number of participants into the estimated program costs. Fees will be published on the City website.	
RENTAL AND RESERVATIONS	
A credit card may be held on file in lieu of a \$250.00 check for a deposit to the City to cover the cost of cleanup/damage for all facility	
Park Pavilion Rental	
4-hour block	
Resident	\$50.00
Resident (non-profit)	\$25.00
Non-Resident	\$100.00
All Day Rental	
Resident	\$100.00
Resident (non-profit)	\$50.00
Non-Resident	\$200.00
Government/Community of Promise Organizations	N/C
Woods Cross Elected Officials & Employees	
Rent (4 hours max per week plus reasonable time for setup and takedown)	N/C



# WOODS CROSS CITY

## CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
<b>Full Day Rental of more than 4 hours of actual use up to 12-hours</b>	<b>\$50.00</b>
<b>City Hall Multi-Purpose Room</b>	
Residents	
Rent ( <del>4</del> 3 hours)	\$50.00
Rent ( <del>per hour after 3</del> <b>5 hours or more</b> )	<del>\$15.00</del> <b>or \$150.00 for up to 12-hours</b>
Non-Resident	
Rent ( <del>4</del> 3 hours)	\$100.00
Rent ( <del>per hour after 3</del> <b>5 hours or more</b> )	<del>\$30.00</del> <b>or \$300.00 for up to 12-hours</b>
Government/Community of Promise Organizations	N/C
Woods Cross Elected Officials & Employees	
Rent ( <b>4 hours max per week plus reasonable time for setup and takedown</b> ) ( <del>3 hours max per week</del> )	N/C
Rent ( <del>per hour above the 3 hour max</del> )	<del>\$15.00</del>
<b>Full Day Rental of more than 4 hours of actual use</b>	<b>\$50.00</b>
<b>City Shop Multi-Purpose Room</b>	
Residents	
Rent ( <del>4</del> 3 hours)	\$250.00
Rent ( <del>per hour after 3</del> <b>5 hours or more</b> )	<del>\$75.00</del> <b>or \$500.00 for up to 12-hours</b>
After Hours Security Fee	\$35 Per hour <b>for any hours the building is not occupied by city staff</b>
Non-Resident	
Rent ( <del>4</del> 3 hours)	\$500.00
Rent ( <del>per hour after 3</del> <b>5 hours or more</b> )	<del>\$150.00</del> <b>or \$1,000.00 for up to 12-hours</b>
After Hours Security Fee	\$35 Per hour <b>for any hours the building is not occupied by city staff</b>
<del>Temporary Play Feature Permit i.e. bounce house, bubble machine, etc.</del>	<del>\$25.00</del>
Government/Community of Promise Organizations	\$35 Per hour <b>for any hours the building is not occupied by city staff</b>



# WOODS CROSS CITY CONSOLIDATED FEE SCHEDULE

DESCRIPTION		AMOUNT	
Woods Cross Elected Officials & Employees			
Rent (4 hours max per week plus reasonable time for setup and takedown)		\$250.00	
Rent (per hour after 3 5 hours or more)		<del>\$75.00</del> or \$500.00 for up to 12-hours	
WATER SERVICE			
Water Deposit			
Single Family Dwelling		\$100.00	
Multi-Family Dwelling (per unit)		\$50.00	
All other uses based on meter size			
3/4 inch		\$100.00	
1 inch		\$200.00	
1 1/2 inch		\$300.00	
2 inch		\$500.00	
3 inch		\$900.00	
4 inch		\$2,700.00	
Culinary Water Usage Charges			
Residential - Single Family - With Secondary Water		***With Secondary Water***	
Meter Size	Monthly Min. Rate	Maximum Gallons at Minimum Rate	Rate Per Usage Over Maximum Gallons
3/4"	\$33.56 <del>\$31.56</del>	2,000	<del>\$1.69</del> \$1.59 per 1,000 gal. from 2,001 gal. to 8,000 gal.
			<del>\$2.47</del> \$2.32 per 1,000 gal.-from 8,001 to 12,000 gal.
			<del>\$2.47</del> \$2.32 per 1,000 gal. from 12,001 to 20,000 gal.
			<del>\$4.47</del> \$4.20 per 1,000 gal. from 20,001 gal.+
1"	\$65.10 <del>\$61.22</del>	2,000	<del>\$1.69</del> \$1.59 per 1,000 gal. from 2,001 gal. to 8,000 gal.
			<del>\$2.47</del> \$2.32 per 1,000 gal.-from 8,001 to 12,000 gal.
			<del>\$2.47</del> \$2.32 per 1,000 gal. from 12,001 to 20,000 gal.
			<del>\$4.47</del> \$4.20 per 1,000 gal. from 20,001 gal.+
Residential - Single Family - <u>Without</u> Secondary Water		***Without Secondary Water***	



## WOODS CROSS CITY CONSOLIDATED FEE SCHEDULE

DESCRIPTION		AMOUNT	
Meter Size	Monthly Min. Rate	Maximum Gallons at Minimum Rate	Rate Per Usage Over Maximum Gallons
3/4"	<b>\$33.56</b> <del>\$31.56</del>	2,000	<b>\$1.69</b> <del>\$1.59</del> per 1,000 gal. from 2,001 gal. to 8,000 gal.
			<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal.-from 8,001 to 12,000 gal.
			<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal. from 12,001 to 60,000 gal.
			<b>\$4.47</b> <del>\$4.20</del> per 1,000 gal. from 60,001 gal.+
1"	<b>\$65.10</b> <del>\$61.22</del>	2,000	<b>\$1.69</b> <del>\$1.59</del> per 1,000 gal. from 2,001
			<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal.-from 8,001
			<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal. from 12,001 to 60,000 gal.
			<b>\$4.47</b> <del>\$4.20</del> per 1,000 gal. from 60,001 gal.+
Residential - Multi-Family (Per Dwelling Unit)			
Meter Size	Monthly Min. Rate	Maximum Gallons at	Rate Per Usage Over Maximum Gallons
Any Size	<b>\$33.56</b> <del>\$31.56</del>	2,000	<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal. from 2,001
			<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal. from 8,001
			<b>\$4.47</b> <del>\$4.20</del> per 1,000 gal. from 12,001
Commercial - Per Meter			
Meter Size	Monthly Min. Rate	Maximum Gallons at	Rate Per Usage Over Maximum Gallons
3/4"	<b>\$43.71</b> <del>\$41.11</del>	8,000	<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal.
1"	<b>\$89.73</b> <del>\$84.39</del>	20,000	<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal.
1 1/2"	<b>\$193.63</b> <del>\$182.1</del>	48,000	<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal.
2"	<b>\$311.23</b> <del>\$292.70</del>	80,000	<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal.
3"	<b>\$683.40</b> <del>\$642.72</del>	181,000	<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal.
4" and above	<b>\$2,056.36</b> <del>\$1,933.94</del>	552,500	<b>\$2.47</b> <del>\$2.32</del> per 1,000 gal.
Water Meter Installation			
3/4 inch meter		<b>\$465.00</b> <del>\$450.00</del>	
1 inch meter		<b>\$615.00</b> <del>\$600.00</del>	
1 1/2 inch meter		\$1,200.00	
2 inch meter		\$2,200.00	
3 inch meter		\$3,800.00	
4 inch meter		\$5,600.00	
6 inch meter or larger		Actual Cost of meter, radio, misc. install materials and labor	
Water Utility Delinquency Fee		\$20.00	
Water Utility Reconnect Fee (For customer requested shutoff, delinquent utility account shutoff and backflow shutoff.)		\$50.00	
Water Meter Tampering Fee		\$150.00	



# WOODS CROSS CITY

## CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
After-Hours Reconnect Fee	\$150.00
Fire Hydrant - For temporary use only	
Meter Usage Fee (non-refundable)	\$150.00
Usage per 1,000 gal. used	<del>\$2.47</del> \$2.21
Refundable Bond (if meter is returned and there is no damage)	\$3,000.00
Construction Water Usage Fee	
5/8" - 3/4" meter	\$30.00
1" meter	\$50.00
Over 1"	\$100.00
<b>GARBAGE/RECYCLING/GREEN WASTE COLLECTION</b>	
New Can Fee (Assessed at building permit issuance or when replacing can damaged by resident)	\$80.00
Base Monthly Service Charge for Residential Services	<del>\$25.79</del> \$24.79 (\$17.97 for garbage can & \$7.82 for recycling can)
First Recycling Can (Commercial or Multi-family property with the garbage service provided by others)	\$7.82
Each additional garbage can	<del>\$14.40</del> \$13.40
Each additional recycling can	\$4.13
Green Waste Charges	
Monthly Service Charge (per can)	\$8.22
Each Additional Can	\$8.22
Roll-Off Dumpster Rental	
Rental Fee (For single-family properties only, no commercial use)	\$100 (One rental per year per home/address)-first time, full cost on subsequent rentals in the same year <b>(Should this rate be increased? Average cost is \$400 - \$450 per container)</b>
Fee for violating rental requirements	\$100 plus \$75 hour for cleanup/contamination removal
<b>STORM WATER</b>	
Service Fee	
Monthly Fee (all customers) per ERU per month (An Equivalent Residential Unit (ERU) as defined in Chapter 9-02 in the Woods Cross City Code)	<del>\$9.38</del> \$7.50
Credit allowed for on-site-detention percentage of monthly fee	50%
Credit allowed for API separator system percentage of monthly fee	50%
Non SWPPP Illicit Discharge Fee	
First Occurrence	\$250.00 plus all costs incurred by the city response, including city supplies, equipment time, and staff time
Each Additional Occurrence	\$500.00 plus all costs incurred by the city response, including city supplies, equipment time, and staff time
<b>SWPPP Permit Related Violation Fee</b>	<b>Per Utah State Code 19-5-108.3(7)(c)</b>
Land Disturbance Permit Fee	





## WOODS CROSS CITY CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
New Residential (per lot)	
Review Fee	\$250.00
Inspection Fee (per month)	\$85.00
New Development/Commercial	
First Acre	
Review Fee	\$400.00
Inspection Fee (per month)	\$110.00
Additional Acres (rounded to nearest whole acre)	
Review Fee (per acre)	\$135.00
Inspection Fee (per acre per month)	\$45.00



# WOODS CROSS CITY CONSOLIDATED FEE SCHEDULE

DESCRIPTION	AMOUNT
Fill Permit	
Review	\$2,551.00
Inspections (per month)	\$640.00

## Exhibit 1

Table 3-A – BUILDING PERMIT FEES

### TOTAL VALUATION

### FEE

\$1.00 to \$500.00	\$24.70
\$501.00 to \$2,000.00	\$24.70 for the first \$500.00 plus \$3.20 for each additional \$100.00, or fraction thereof; to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$72.70 for the first \$2,000.00 plus \$14.70 for each additional \$1,000.00 or fraction thereof; to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$410.80 for the first \$25,000.00 plus \$10.60 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$675.80 for the first \$50,000.00 plus \$7.40 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,045.80 for the first \$100,000.00 plus \$5.90 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,405.80 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,905.80 for the first \$1,000,000.00 plus \$3.80 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge - two hours) . . . . .	\$47.00 per hour*
2. Reinspection fees assessed under provisions of Section 305.8 . . . . .	\$47.00 per hour*
3. Inspections for which no fee is specifically indicated (minimum charge - one-half hour) . . . . .	\$47.00 per hour*
4. Additional plan review required by changes, additions or revisions to plans . . . . . (minimum charge - one-half hour)	\$47.00 per hour*
5. For use of outside consultants for plan checking and inspections, or both . . . . .	Actual Costs **

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved

\*\*Actual costs include administrative and overhead costs.

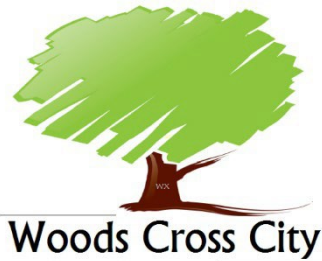
# Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: February 11, 2026

Re: Consideration to Approve a Sales Contract for 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 directed to talk with Brandon Wood with the Northwood Group about the benefits and challenges of selling the old public works property at this time, and following a report on February 3<sup>rd</sup>, staff was given direction to obtain a draft sales contract for the city council to consider.

## The city property (old public works property) that is being discussed:

Address	1490 S. Redwood Rd. Woods Cross, Davis County, Utah 84087
Property Type	Land - Multifamily
Owner of Record	Woods Cross City
Tax ID	06-079-0016
Legal Description	BEG AT A PT ON W LINE OF REDWOOD RD, SD PT BEING N 0°14'55" E 1332.92 FT & N 89°45'05" W 50.97 FT FR THE SE COR OF SEC 27-T2N-R1W, SLM (FR WH THE S 1/4 COR OF SD SEC 27 IS N 89°48'31" W 2630.28 FT); & RUN TH ALG BNDRY AGMTS E# 2196074 & 2196075, ALSO THE N'LY LINE OF MOUNTAIN VIEW PH 1, N 89°56'02" W 590.35 FT; TH N 0°14'55" E 221.36 FT; TH S 89°45'05" E 590.35 FT; TH S 0°14'55" W 221.36 FT ALG SD W LINE OF REDWOOD RD TO THE POB. CONT 3.00 ACRES
Land Area	3.00 acres; 130,680 SF
Gross Building Area	12,500 SF
Rentable Area	12,500 SF
Percent Leased	100%
Year Built	1980
Zoning Designation	CRT, Commercial/Residential Transition



Images of the property:



Figure.7\_Property.viewed.from.Redwood.Road





Figure.8\_Property.viewed.from.7066.S.looking.NE



Figure.9\_Property.viewed.from.7066.S.looking.NW

## 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 - 968**

**A RESOLUTION APPROVING A CONTRACT WITH A REAL ESTATE  
PROFESSIONAL FOR THE POTENTIAL SALE OF CITY PROPERTY LOCATED AT  
1490 S REWOOD ROAD**

**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 1490 S Redwood Road 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 17<sup>TH</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 Public Works Shop Property

Address	1490 S. Redwood Rd. Woods Cross, Davis County, Utah 84087
Property Type	Land - Multifamily
Owner of Record	Woods Cross City
Tax ID	06-079-0016
Legal Description	BEG AT A PT ON W LINE OF REDWOOD RD, SD PT BEING N 0°14'55" E 1332.92 FT & N 89°45'05" W 50.97 FT FR THE SE COR OF SEC 27-T2N-R1W, SLM (FR WH THE S 1/4 COR OF SD SEC 27 IS N 89°48'31" W 2630.28 FT); & RUN TH ALG BNDRY AGMTS E# 2196074 & 2196075, ALSO THE N'LY LINE OF MOUNTAIN VIEW PH 1, N 89°56'02" W 590.35 FT; TH N 0°14'55" E 221.36 FT; TH S 89°45'05" E 590.35 FT; TH S 0°14'55" W 221.36 FT ALG SD W LINE OF REDWOOD RD TO THE POB. CONT 3.00 ACRES
Land Area	3.00 acres; 130,680 SF
Gross Building Area	12,500 SF
Rentable Area	12,500 SF
Percent Leased	100%
Year Built	1980
Zoning Designation	CRT, Commercial/Residential Transition

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 2/4/2026 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 1490 S. Redwood Rd., City of Woods Cross, County of Davis, State of Utah and generally described as (nature of the property) Approx 12,500 sf buildings, Approx 3 acres site, Parcel 06-079-0016 ("**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 2/17/2026 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: \_\_\_\_\_

By: Brandon L. Wood / Principal Broker \_\_\_\_\_

Name Printed: \_\_\_\_\_

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

## 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: \_\_\_\_\_ By: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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.

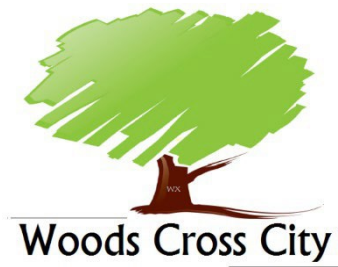
# Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: February 13, 2026

Re: Giving Notice and Setting the Date and Time for the 2026 Truth In Taxation Public Hearing



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The Utah State Code 59-2-919(8)(a)(i) requires any municipality that will be going through the Truth In Taxation (TNT) process to notify the county auditor and Utah State Tax Commission by June 1 of the intent to hold a TNT public hearing.

Annette has spoken with the Davis County Tax Administration Manager, Chari Mayer and confirmed that Woods Cross can have Tuesday, Aug. 4<sup>th</sup> 2026, at 7:30 p.m. for our public hearing.

Setting the date and time does not obligate the city to raise taxes, and the public hearing can be cancelled at a later date if needed. The benefit of passing this resolution now ensures that we get the desired date and that we comply with the state requirement to notify the county.

Staff recommend adopting this resolution and sending it to the county auditor and state tax commission to confirm the date and time of the TNT public hearing.

**RESOLUTION NO   2026- 969**

**A RESOLUTION GIVING NOTICE TO THE DAVIS COUNTY AUDITOR AND  
UTAH STATE TAX COMMISSION SETTING THE DATE AND TIME FOR THE  
WOOD CROSS CITY TRUTH-IN-TAXATION PUBLIC HEARING FOR 2026**

**WHEREAS**, it is necessary for the Woods Cross City Council to give notice to the Davis County Auditor and Utah State Tax Commission by June 1, 2026, of the City's intent to hold a Truth-In-Taxation public hearing; and

**WHEREAS**, the Woods Cross City Council has determined that it is in the best interest of the City to establish the date and time now for the public hearing; and

**WHEREAS**, the Woods Cross City Council has confirmed with the Davis County Auditor's office that the date and time are available and will comply with Utah Code Annotated 59-2-919. Notice and public hearing requirements for certain tax increases.

**NOW THEREFORE, BE IT RESOLVED** that the Woods Cross City Council sets Tuesday, August 4, 2026 at 7:30 p.m. as the date and time for the Truth-In-Taxation public hearing in the Woods Cross City Council Chambers, located at 1555 South 800 West Woods Cross, UT 84087.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY,  
STATE OF UTAH, ON THIS 17<sup>th</sup> DAY OF FEBRUARY 2026.**

**WOODS CROSS CITY**

**ATTEST**

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

\_\_\_\_\_  
Annette Hanson, City Recorder

**COUNCIL VOTING:**

<b>Julie Checketts</b>	<b>Yea</b> _____	<b>Nay</b> _____	
<b>Eric Jones</b>	<b>Yea</b> _____	<b>Nay</b> _____	
<b>Wallace Larrabee</b>	<b>Yea</b> _____	<b>Nay</b> _____	
<b>Jim Grover</b>	<b>Yea</b> _____	<b>Nay</b> _____	
<b>Rachel Peterson</b>	<b>Yea</b> _____	<b>Nay</b> _____	
<b>Ryan Westergard</b>	<b>Yea</b> _____	<b>Nay</b> _____	<b>[tie vote only]</b>



# Action Items



# Discussion Items

# MEMORANDUM

**To:** Mayor Westergard, Council Members

**From:** Bryce Haderlie, City Administrator

**Date:** February 17, 2026

**Re:** City Council Liaison to the Planning Commission



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## Background

For years the Mayor has appointed a member of the City Council to attend the Planning Commission meetings and act as a non-voting liaison between the two bodies. With the retirement of Gary Sharp, who was the last Council member appointed, there is not a Council representative currently attending Planning Commission meetings.

Staff has considered this topic, reviewed how other city Councils work with their Commissions and provides the following analysis.

## Potential Benefits of a City Council Liaison

### 1. Improved Communication

A liaison can enhance the flow of information between the Council and Planning Commission, ensuring:

- Early awareness of upcoming land use issues.
- Better alignment between Commission recommendations and Council priorities.
- More consistent interpretation of policy direction.

### 2. Stronger Policy Coordination

A liaison may help maintain continuity as the city implements the General Plan, development codes, and strategic initiatives. This can:

- Reduce misalignment in long-term planning.
- Provide the Commission with context regarding Council intent on recent policy decisions.

### 3. Relationship Building and Support

Having a Council representative present can:

- Strengthen rapport between elected and appointed officials.
- Provide a non-voting resource for questions about city policy or Council priorities.
- Increase Council understanding of the workload, challenges, and procedural nuances of the Commission.

### 4. Real-Time Issue Spotting

A liaison may identify potential concerns early, helping avoid:

- Miscommunication on sensitive projects.
- Surprises during Council consideration.
- Potential for items returning to Commission after Council review.

Many cities like West Point, Kaysville, Roy, Clearfield, and Tooele have a Council member serving as a liaison to the Planning Commission.

### **Potential Drawbacks of a City Council Liaison**

#### **1. Risk to Commission Independence**

The Planning Commission carries quasi-judicial responsibilities. A liaison—even without voting authority—may unintentionally influence:

- Commission deliberations.
- Public perception of neutrality.
- The independence required for fair land use decision making.

This perception risk may be heightened on controversial projects.

#### **2. Potential Conflicts of Interest**

A Councilmember who participates or appears to participate in planning discussions may face:

- Challenges related to ex parte communications and potential feeling by applicants that discussions are occurring outside the public meetings between the Council liaison and Commission members, or between the liaison and other Council members.
- Potential need for recusal when the Council reviews an item referred by the Commission or on items where the Council acts on an appeal of a decision made by the Commission.
- Increased legal scrutiny on due-process grounds.

#### **3. Confusion About Roles**

Without clear guidelines, the liaison role can blur governance lines:

- Commissioners may interpret comments as directives rather than information-sharing.
- Commissioners may face conflicting input from a Council liaison versus full Council decision on goals and priorities.
- The public may misinterpret a liaison as an additional voting member or decision-maker.

#### **4. Additional Time Commitment**

Serving as liaison requires:

- Attendance at regular Commission meetings, second and fourth Tuesdays.
- Preparation time to remain informed on related items.
- Additional communication with staff and Council.

This may strain a Council member's already full schedule.

Cities like Layton, Syracuse, Salt Lake, West Valley, and Heber City do not have a Council liaison.

The Planning Commission feels it is valuable to have a member of the Council attend meetings to relay Council initiatives and goals. The Commission should not ask the Council member for directions of how the Council may lean on a particular issue or their view on any application being reviewed by the Commission.

Staff recommends the Council discuss the advantages and disadvantages and provide direction on whether a liaison to the Planning Commission would help support the city's land use goals.

# Staff Reports

# Community Services Report

# COMMUNITY SERVICES

## Communication

### Website

New today 2/17! Please send any changes to me!

## Eggstravanga

The next city event will be the Teen Glow in the Dark Egg Hunt on March 20 and the Easter Eggstravaganza March 21 @ 9:00

Both activities will be at Mills Park

## Senior Lunch

### February Lunch

Lots of people we had a great band come for the entertainment.  
Lots of new faces!

## YCC

USU conference is upcoming the first weekend in March - 18 young attending. Sammie Varney and Molly Kelsey are heading to Washington DC for a youth leadership conference.  
The kids have been busy stuffing eggs and gathering baskets.

## Upcoming

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



**Suggested Speaker:**  
**Max J. Stitzer**



## MAX J. STITZER

BRIGADIER GENERAL, UNITED STATES AIR FORCE, RETIRED.

Brigadier General Max J. Stitzer (USAF, ret.) is the owner of Mentorprise Advisors, LLC, headquartered in Pleasant View, Utah. A native of Ogden, Utah, and a graduate of Weber State University, he enlisted in the U.S. Air Force before completing high school. Recognized as the Outstanding Intelligence Airman of the Year, he rose through the ranks, commanding diverse squadrons and groups. As a Colonel, he contributed to logistics and defense policy at the Pentagon. After retiring with thirty-nine years of service, he founded Mentorprise Advisors, excelling as an advisor in Utah's defense and aerospace sectors. A lifelong learner, Max holds a Master's degree and remains active in various leadership roles and charitable endeavors, embodying patriotic principles. We are happy to welcome Maz to the Major Brent Taylor Foundation team as part of our Board.

**Please vote for a race medal...**

**Option 1**



**Option 2**







## Summer Recreation

Schedule will be ready on the March 2 , Many new classes - several adaptive options will be available. Partnership with the U of U is moving forward Applied for several grants to have a few more opportunities for programming.

## Summer Literacy

Several awesome options have lined up and stay tuned!

Woods Cross City

# TEEN EGG HUNT

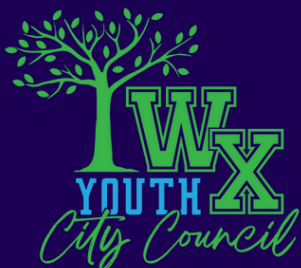
*One Hunt - Age 12 - 18*

**MARCH 20 @ 8:30 PM**

MILLS PARK - LARGE PAVILION

Bring a flashlight and basket!!!

**FREE EVENT**



*Woods Cross City*

# EASTER EGGSTRAVAGANZA

**MILLS PARK**

**MARCH 21 2025 | 9:00 AM**

**RAFFLE  
TICKETS \$1**

**CASH & CARD  
ACCEPTED**

**Easter Basket Raffle**

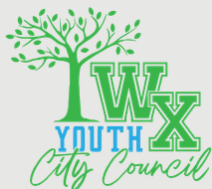
**Silent Auction**

**Carnival Games**

**Sports**

**Easter Bunny Photo Booth**

Thanks to our many  
community sponsors for  
gift baskets, silent auctions  
and egg hunt prizes.



ALL MONEY RAISED SUPPORTS THE YCC SUB 4 SANTA PROGRAM

*Don't forget your easter baskets*

**Egg hunts:**

**Age 0-4 @ 9:15 AM**

**Age 5-8 @ 9:30 AM**

**Age 9-12 @ 9:45 AM**

# Community Development Report

# MEMORANDUM

**To:** Mayor Westergard, City Council Members  
**From:** Curtis Poole, Community Development Director  
**Date:** February 17, 2026  
**Re:** Community Development Department Report

---



Below is the report for the month of January.

## Building Permits and Land Use Applications

- 8 Residential Building Permits (4 New Single-Family)
  - \$2,034,137 total valuation
  - \$55,799 total permit fees
- 1 Miscellaneous Building Permits
  - \$4,178 total valuation
  - \$173 total permit fees
- 1 Site Plan Applications
- 6 Miscellaneous Land Use Applications

## Business Licenses

- 15 new Business Licenses
- 10 new Home Occupation Licenses
- 719 total Business Licenses

## Code Enforcement

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

## Updates

- We have seen an alarming increase in parking violations as Leah has been proactively enforcing the code. Residents most common response after being informed of how they are in violation is, “I have been doing this for decades and nobody has said anything about it.” Leah has been compiling a pretty extensive list

of parking violations as she drives through the city. Some of the most common violations are:

- Parking on the grass or dirt
- Jumping the curb to park on grass or a gravel “patch” by the side of the home
- Parking non-recreational vehicles on a gravel “RV pad”
- Installing an illegal second driveway. This is usually a driveway on the opposite side of the home from the existing driveway, with gravel used most often. The property owner may install steel risers or lay wood beams in the gutter to allow them to jump the curb. Some of these have existed for many years, a few are newer.

In March’s newsletter I will write a section regarding this so that residents know and understand the code and to provide notice to residents that enforcement will occur.

With this proactive enforcement approach, members of the Council will most likely be contacted by residents with concerns or frustrations. Please refer them to Leah or me.

- Sam is currently working with our building permit and business license software provider to add all land use applications to the portal. This will allow applicants to upload, pay for, and track their applications from the portal. This will also allow all reviews to occur electronically.
- We have held four design meetings for the new city hall and Hogan Park project. Currently the architect has been gathering information on needs for the building and park and compiling a list of wants. The architect has indicated we are still a couple of weeks away from seeing any renderings or building layouts. Hogan Construction will provide a first cost estimate at our next meeting.
  - Tara Kinser and I have worked with Rivendell Tree Experts to evaluate trees throughout the park and provide recommendations on tree health. This will help the architect in location of buildings and park amenities.
    - The goal is to keep as many trees as possible and not to “wipe the board clean”
- New construction projects underway
  - DC Customs and the Boat Shack – next to Pace’s Dairy Ann
  - The Crossing townhomes – northeast of Woods Cross High and across 500 West from The Hills apartments
  - Salmon Electric office warehouse – 1379 S Redwood Road
  - 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 businesses coming to the city
  - GEIA Solutions – 2173 S 1640 W – This is dry misting sanitizing system business that installs products in hospitals, universities, homes, and businesses. This is the only company in the world that provides this system.

- SLC Padel Club – 2269 S 1200 W – While not a new business, SLC Padel Club is expanding their business to add additional courts. This is the only location for this sport in the western United States.
- InteriorWorx Moulding – 1376 W 2600 S – They manufacture and sells moldings and trim for residential and commercial. They will be the largest single occupant of the Phelan building.
- Prestige Contracting – 1901 W 2425 S – A roofing contractor relocating from North Salt Lake.

# Police Report





# WOODS CROSS CITY POLICE DEPARTMENT

**SERVICE - LOYALTY - PRIDE**

**801-292-4422**



## Police Department



## City Council Report January 2026

# Dispatched/On View Calls

2026		2025	
January-	441	January-	475
February-		February-	420
March-		March-	474
April-		April-	530
May-		May-	595
June-		June-	503
July-		July-	568
August-		August-	578
September-		September-	639
October-		October-	520
November-		November-	385
December-		December-	426

# Patrol Overview

January 2026		December 2025	
Calls for service-	441	Calls for service-	426
Reports-	199	Reports-	205
Citations-	124	Citations-	61
Physical Arrests-	07	Physical Arrests-	09
Use of Force-	03	Use of Force-	02

# Detective Division

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

# Use of Force Reviews

The patrol sergeants and administration reviewed three use of force incidents for the month of January. 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.
- The police department participated in a planning meeting for the new building.
- Woods Cross City Employee Appreciation Dinner.
- Officers and Detectives investigated several violent and traumatic deaths.

# INVESTIGATIONS/ICAC

- ❑ The investigations division assisted with one ICAC search warrants in the month of January.
- ❑ Detective Zierse, Detective Timothy and Michelle Rowley were extremely busy this past month. They were called out numerous times throughout the month for a robbery and numerous death investigations. Their compassion and professionalism were noted by the families of the deceased.
- ❑ Detective Zierse obtained another conviction on the second suspect from the robbery at the Fast Stop which occurred last year.



# WOODS CROSS CITY POLICE DEPARTMENT

**SERVICE - LOYALTY - PRIDE**

**801-292-4422**



# *Questions?*



# Public Works Report

# Public Works Department Report

January 2026

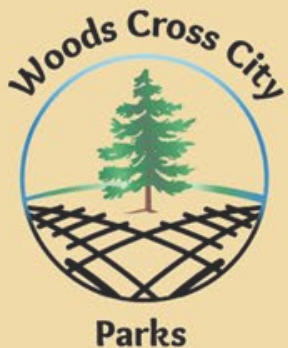
Danny Rhodes  
&  
Sam Christiansen

All Public Works Employees Completed the  
Franklin Covey 7 Habits Program



## Parks Tasks January

- Multipurpose Room Patching - 20 hours
- M.P. Room Sanding - 10 hours
- M.P. Room Wall Painting - 20 hours
- Break Room Wall Repair - 4 hours
- Break Room Painting - 4 hours
- Christmas Light Removal - 48 hours
- Christmas Tree Pick-Up - 32 hours
- Chip Drops @ Tank Farm Trees 10 loads
- CPSI Class + Exam (Jake/Johnny)
  - 21 hours each
- Franklin Covey 50+ hours
  - Parks Department 100% complete
- Blinds installed @ PW Building 16 hours
- M.P. Room Ceiling Tile Replacement
  - 16 Tiles
- Cleaned Interior M.P. Windows 30
- Scissor Lift Rental – 2 Days
- Employee Party Prep – 5 hours
- Employee Party Clean-up – 2 hours
- Trash Cans Checked/Changed 40+
- Park Inspections 20+



# Parks Goals Spring

## Beautification

Gopher tunnels are going away, weeds are being wiped out, grass is getting the goods to green up, seed is being sown, and ballfields are looking their best!

## Efficiency

Johnny and Jake are attending sprinkler/water efficiency classes. We are taking inventory of our supplies and ordering what we need. Thank you for the funding!

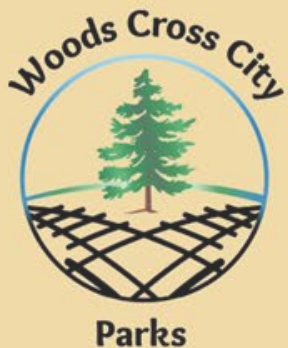
## Accountability

The tracking documents we will use throughout the season are being updated and expanded. Johnny and Jake are studying for and taking the pesticide applicators licensing exam.

## Teamwork

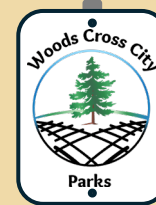
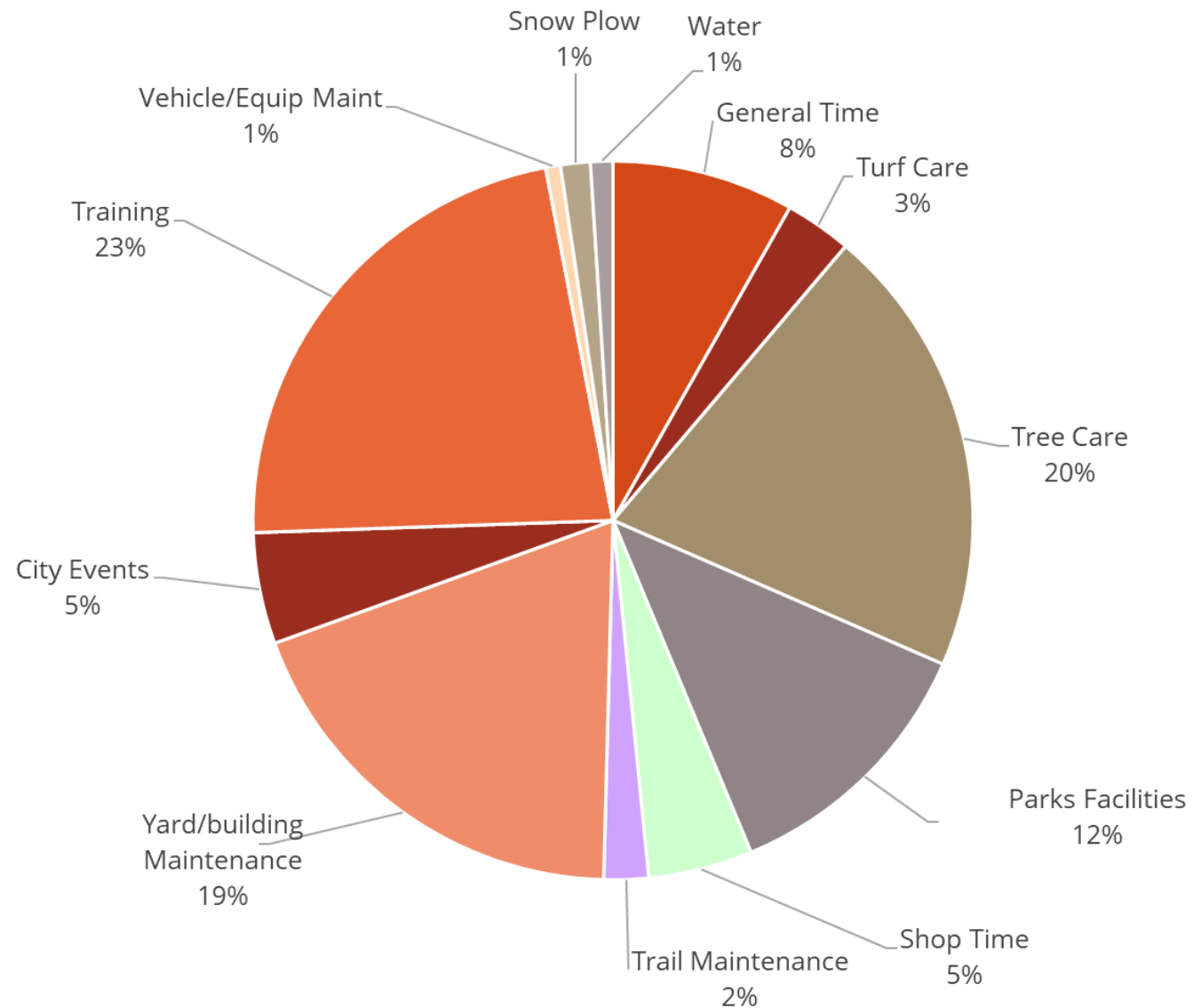
We are beginning the process of seasonal hiring. Training protocols are being updated, Tara is attending the DTC job fair, and the word is being spread that we are looking for folks ready to help us reach our goals!

All PW divisions will have these next month



# Parks Tasks January 2026

Parks January 2026



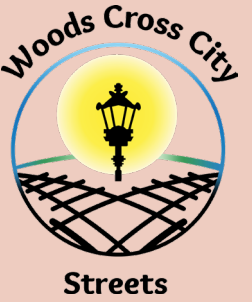
# Street/Storm Tasks January

- Finished Franklin Covey
- Equipment Maintenance
- Replaced Wood Deck On PW Trailers
- Fabricated and Installed Water Key holders
  - Multiple Trucks
- Asphalt Patching (Temp Patch on 1500 S)
- Garbage Can Work Orders
- Potholes – Multiple locations/streets
- Storm Drain Inlet Maintenance
- Yard/Building Cleaning/Maintenance
- Forklift Re-Certification
- Plow Truck Maintenance and Cleaning.
- New Employee (Seth Anderson)
- Seth RSI (Registered Storm Water Inspector)
- Seth CDL Training
- Seth Franklin Covey (halfway through)
- Mapping/GIS updates (SW Map)
- 5 SWPPP Site Inspections

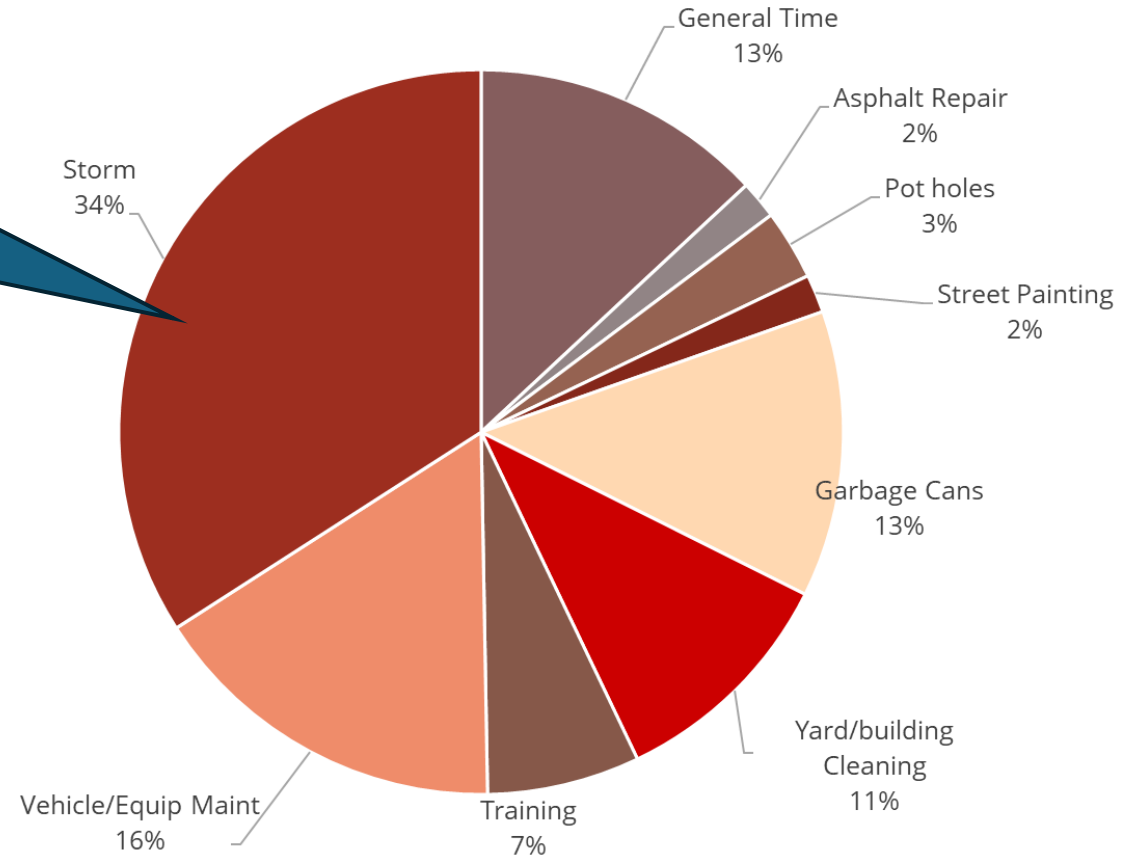




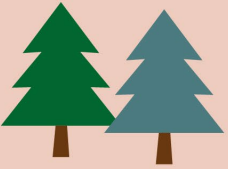
## Streets/Storm January 2026



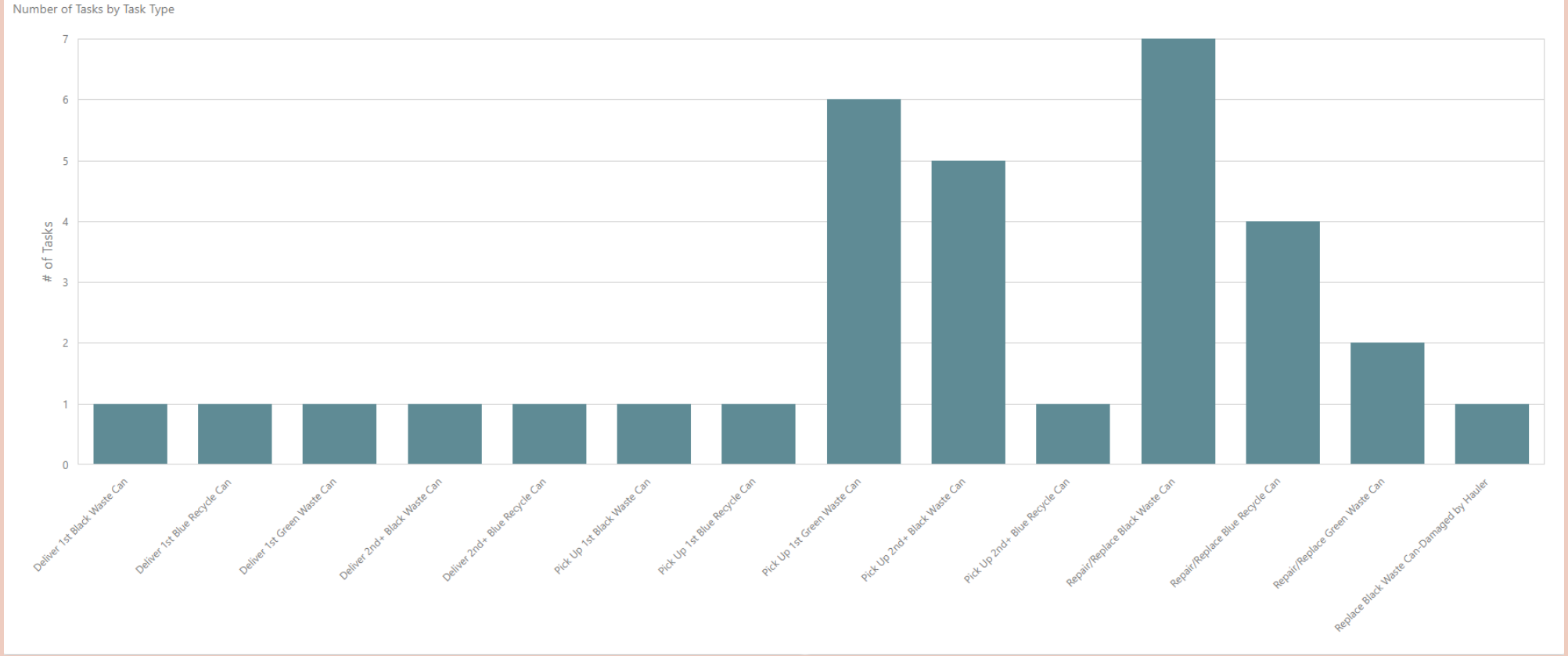
Storm Water  
Coordinator, Seth  
Anderson's impact



Street Tasks January 2026



# Street Tasks January 2026



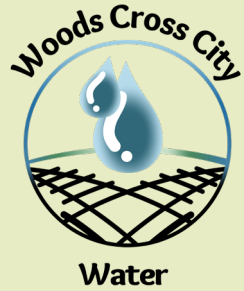




## ACE Disposal Curbside Tonnage

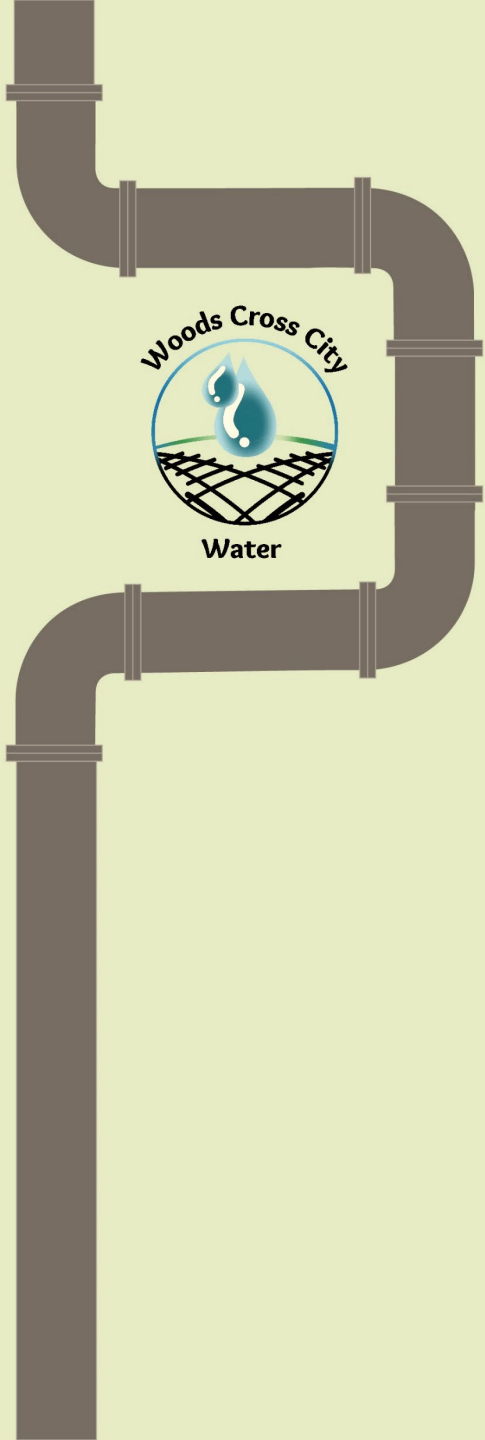
### Monthly Weight in Tons

	Garbage	Recycling	Green Waste
July	340.98	33.55	72.10
August	299.64	29.1	73.33
September	313.58	36.13	91.86
October	341.27	49.54	88.32
November	Waiting on Numbers from ACE		
December			
<b>Totals</b>	<b>1,295.47</b>	<b>148.32</b>	<b>325.61</b>

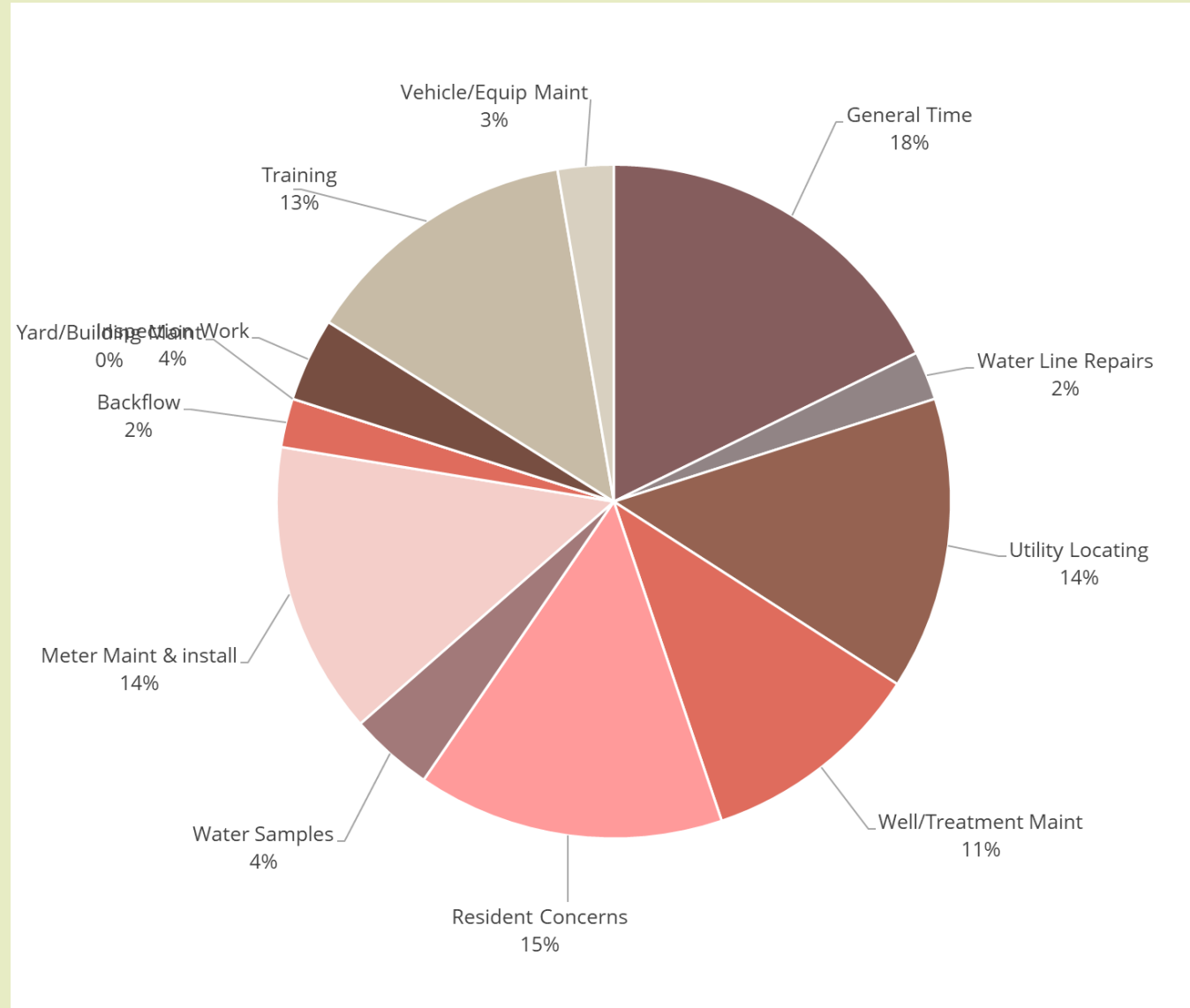


## Water Tasks January

- 173 Bluestakes/Utility Locating
- 4 After Hours Call-Outs
- 22 Water Meter Endpoints (Radios) Warrantied
- Updates to GIS/Mapping 40 + hours
- BSI Online Start-Up (ongoing)
- Franklin Covery Program 100% Complete
- Rural Water Apprenticeship Program (Marcus)
- 60 Door Tags Hung For Non-Payment
- 7 Shut-Offs Due To Non-Payment
- Inventory Checks of Water Emergency Parts
- Water Bay Cleaning
- Began Hydrant/Valve Maintenance
- Well Level Checks
- Well 4 Pump/Motor Replacement (ongoing)

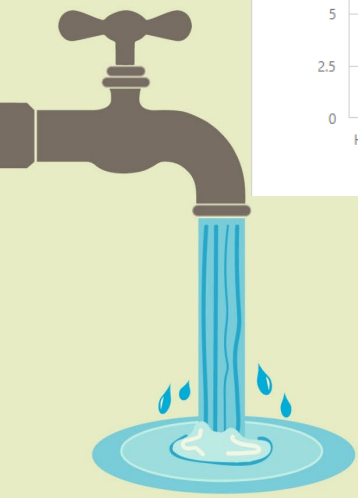
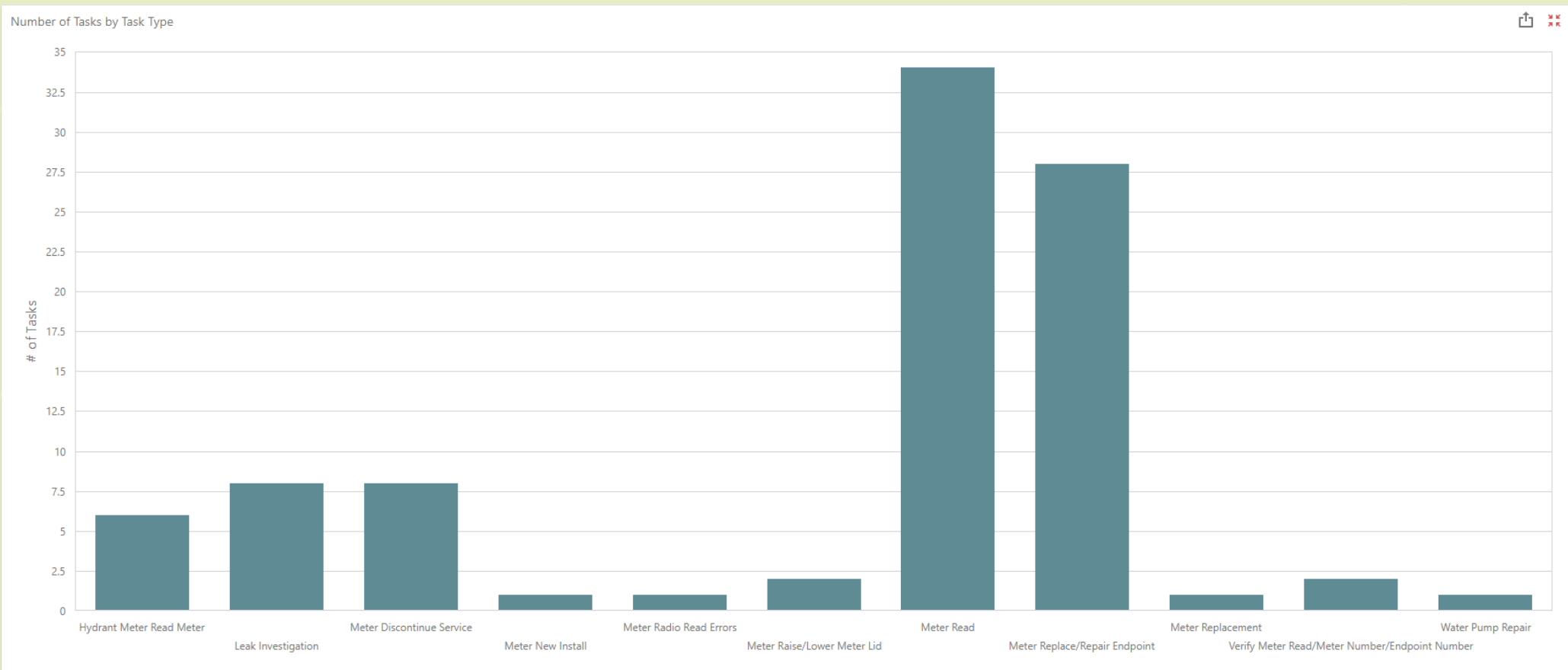


## Water January 2026



Water Tasks January 2026

# Water Tasks January 2026



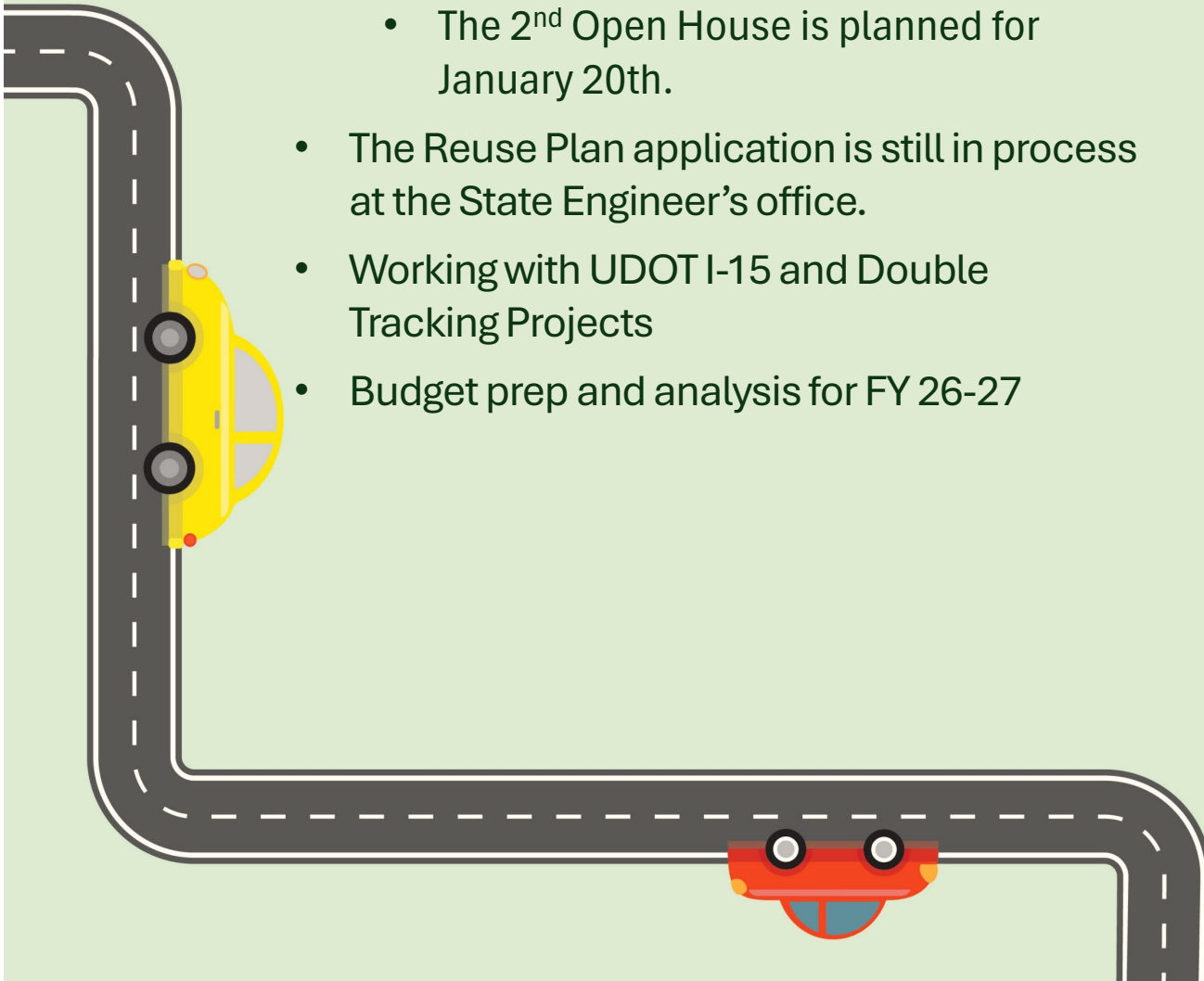
# 2026 Clean-up Dates

- Spring Clean-up
  - Monday, April 13<sup>th</sup>, through Saturday, April 18<sup>th</sup>
  - Hours: Mon thru Friday, 4 pm to 8 pm, Saturday, 9 am to 6 pm
- Fall Cleanup
  - Monday, October 5<sup>th</sup> through Saturday, October 10<sup>th</sup>
  - Hours: Mon thru Friday, 4 pm to 8 pm, Saturday, 9 am to 6 pm
- 2<sup>nd</sup> Saturday Drop off
  - March 14<sup>th</sup>, May 10<sup>th</sup>, June 13<sup>th</sup>, July 11<sup>th</sup>, August 8<sup>th</sup>, September 12<sup>th</sup>, and November 14<sup>th</sup>
- Dumpster Rental (1 dumpster, 2 openings a week)
  - 1 rental, per year, per home. For owner-occupied single-family homes and townhomes.
  - Available April 1 through October 31<sup>st</sup>
- Curbside Chipping requests
  - Available on the 2<sup>nd</sup> Monday in March, May, June, July, August, September, and November



# In the Works

- Development Review Committee
- Transportation Master Plan update in process
  - The 2<sup>nd</sup> Open House is planned for January 20th.
- The Reuse Plan application is still in process at the State Engineer's office.
- Working with UDOT I-15 and Double Tracking Projects
- Budget prep and analysis for FY 26-27
- 1100 W 2100 S to 2600 S Widening
  - Project management is transitioning to UDOT as per the terms of the grant award.
- Well 3 Rehab and 1500 S water reservoir are in design.
  - Well Driller is ordering materials, and the start date will be decided soon
  - The Reservoir Project is at 90% design and plans to bid out in mid to late March, pending state approval.
- Well 4 pump and motor on order.
  - Vendor expects all parts to arrive on Feb 20<sup>th</sup>, and the install has been scheduled for Feb 23-24th
- Weber Basin Mainline and meters
  - Will be installing a mainline and meters in the neighborhood north of Woods Cross Elementary



# City Administrator Report

# Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: February 13, 2026

Re: City Administrator Report for February 17th City Council Meeting



- 
1. Continuing LPC meetings:
    - 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. Attending City Hall Design meetings on Thursdays. The meeting was cancelled on Feb. 12<sup>th</sup> because one of the architects had a death in the family.
    - a. Coordinating with utilities and others to move the design and site preparation forward. This has included discussions with Rocky Mountain Power to move powerlines below ground on 1500 S, tree health evaluation, gathering info. on the cemetery, etc.
  3. Work on the CDBG subsidence application.
  4. Coordination with UDOT representatives on Clark Street ROW dedication.
  5. Sam is maintaining communication with North Salt Lake and Salt Lake on the progress of the crossing construction projects and the FRA quiet zone extension. The progress on both projects is entirely on Union Pacific and Sam is doing a great job to gather information.
  6. We have settled on a codification company and I have reached out to them to obtain a contract for the council to consider in the future. I've also called an spoken with a customer of the codification software to verify that the company is qualified to contract with.

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



# Financial Report

# WOODS CROSS CITY

## BUDGET REPORT

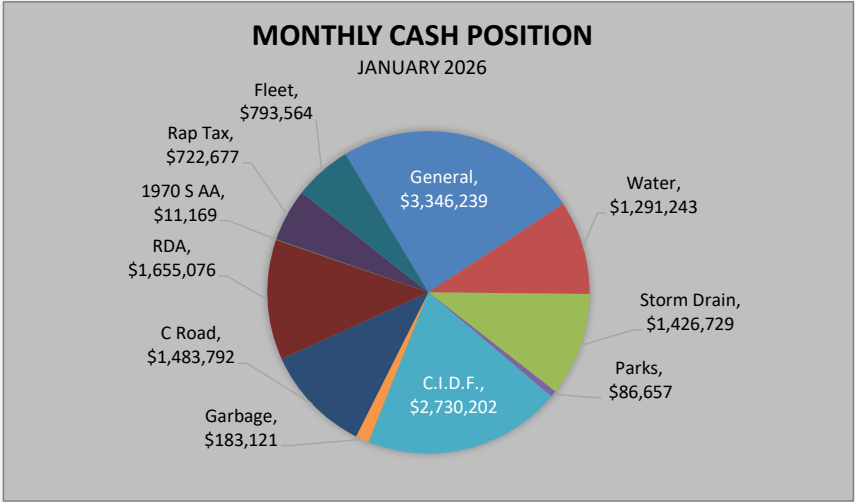
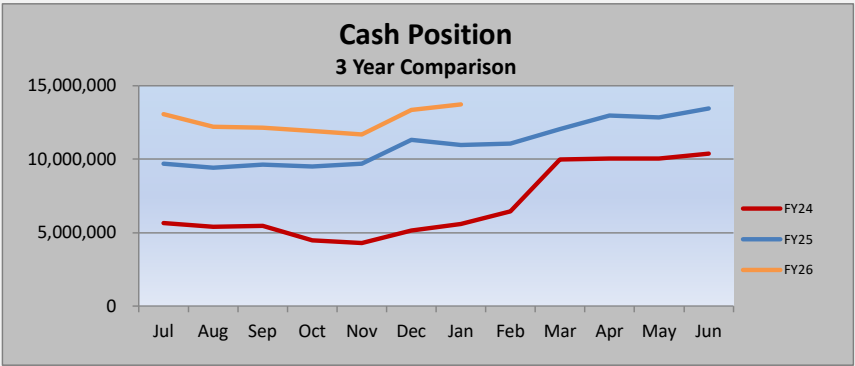
and

## RELATED FINANCIAL INFORMATION

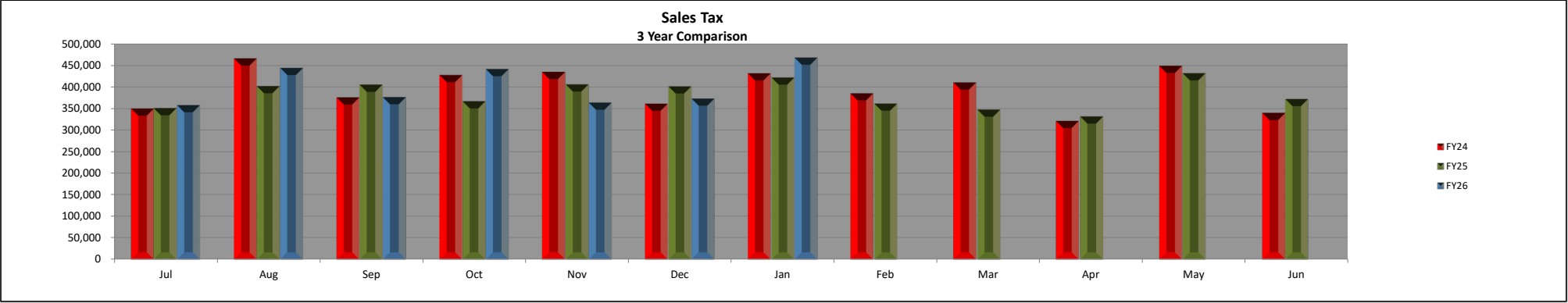
January 2026

Item	Page
1. Cash Position by Fund and in Total	1
2. 3-Year Sales Tax Comparison	2
3. Transient Room Tax	3
4. Energy Tax	4
5. EMS & Fire Services Impact Fees	5
6. RAP Tax Revenue	6
7. Court Fines	7
8. Mayor & City Council Financial Summary	8-10
9. Budget Report	11-39

Funds															St Treas
Month	General	Water	Water	Garbage	Road	Subsurface	RAP	RDA	1970 S AA	C.I.D.F.	Prk Impv	Storm Drain	Fleet	Total	Int. Rate
			Impact			Stm Dm	Tax								
Jul	\$2,131,890	\$667,046	\$568,836	\$79,417	\$2,153,705	\$0	\$499,823	\$1,737,894	\$7,442	\$2,707,537	\$57,850	\$1,608,317	\$860,167	\$13,079,923	4.4692%
Aug	\$2,039,276	\$92,942	\$606,062	\$95,679	\$1,783,735	\$0	\$531,045	\$1,726,876	\$5,462	\$2,717,338	\$53,385	\$1,660,765	\$893,922	\$12,206,486	4.4658%
Sep	\$2,292,938	\$219,156	\$588,380	\$107,994	\$1,392,662	\$0	\$554,945	\$1,714,870	\$5,480	\$2,726,348	\$53,562	\$1,712,906	\$779,710	\$12,148,951	4.3833%
Oct	\$2,128,102	\$84,641	\$585,455	\$97,580	\$1,405,494	\$0	\$601,598	\$1,698,194	\$5,498	\$2,735,627	\$53,745	\$1,726,259	\$813,112	\$11,935,305	4.2704%
Nov	\$1,691,349	\$144,544	\$583,645	\$108,669	\$1,517,206	\$0	\$624,373	\$1,684,043	\$5,516	\$2,743,538	\$62,727	\$1,684,482	\$834,808	\$11,684,898	4.1330%
Dec	\$3,179,073	\$454,688	\$597,284	\$142,653	\$1,506,083	\$0	\$662,872	\$1,668,437	\$11,135	\$2,736,102	\$74,676	\$1,467,423	\$868,332	\$13,368,758	4.0116%
Jan	\$3,346,239	\$693,192	\$598,051	\$183,121	\$1,483,792	\$0	\$722,677	\$1,655,076	\$11,169	\$2,730,202	\$86,657	\$1,426,729	\$793,564	\$13,730,469	3.8579%
Feb														0	0.0000%
Mar														0	0.0000%
Apr														0	0.0000%
May														0	0.0000%
Jun														0	0.0000%



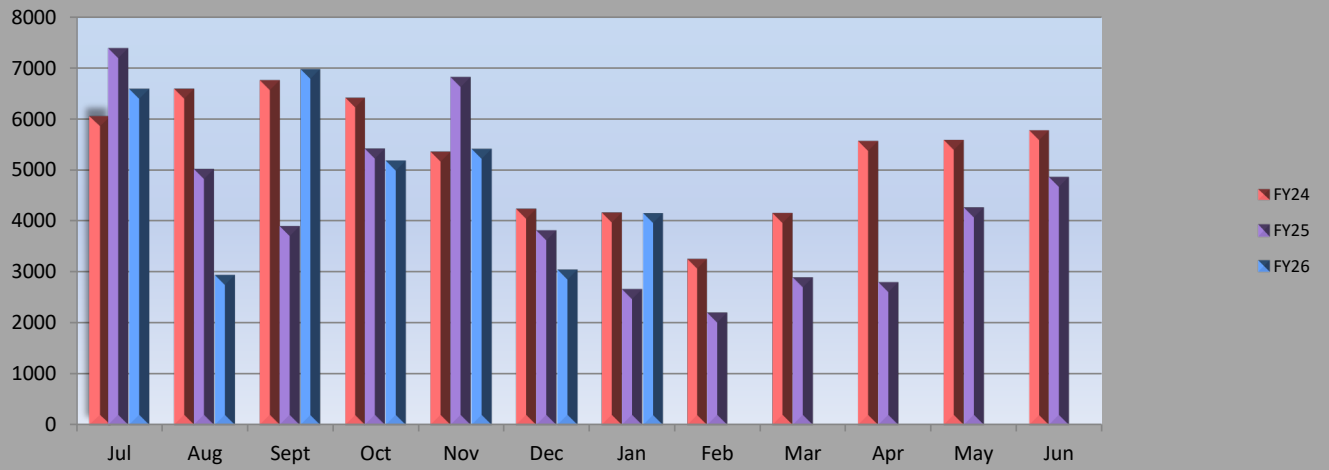
Woods Cross City Sales Tax Collection FY 2026																	
BUSINESS	July	Aug	Sep	Quarter Total	Oct	Nov	Dec	Quarter Total	Jan	Feb	Mar	Quarter Total	Apr	May	June	Quarter Total	Total
Total Point of Sale	530,644	559,560	492,213	1,582,417	586,432	452,126	478,218	1,516,776	614,956			614,956				0	3,714,149
Share of POS to City (50%)	265,322	279,780	246,107	791,208	293,216	226,063	239,109	758,388	307,478			307,478				0	1,857,074
Share of 50% Statewide Collections	143,715	172,902	136,592	453,208	155,330	143,921	140,695	439,946	168,535			168,535				0	1,061,689
Deductions & non nexus	(51,985)	(9,374)	(6,936)	(68,295)	(8,190)	(6,790)	(7,414)	(22,394)	(8,953)			(8,953)				0	(99,642)
FY2026 Final Distribution	357,052	443,308	375,762	1,176,122	440,357	363,318	372,390	1,176,065	467,060	0	0	467,060	0	0	0	0	2,819,247
FY 2025 Monthly Distribution	350,604	401,186	404,495	1,156,285	366,385	405,394	400,819	1,172,598	421,426	360,906	347,308	1,129,641	331,445	431,588	371,433	1,134,466	4,592,989
Better/(Worse)	6,448	42,122	(28,733)	19,837	73,972	(42,075)	(28,430)	3,467	45,634	0	0	45,634	0	0	0	0	0
FY 2026 Cumulative	357,052	800,360	1,176,122	1,176,122	1,616,479	1,979,797	2,352,187	2,352,187	2,819,247	0	0	0	0	0	0	0	2,819,247
FY 2025 Cumulative	350,604	751,790	1,156,285	1,156,285	1,522,670	1,928,064	2,328,883	2,328,883	2,750,309	3,111,215	3,458,523	3,458,523	3,789,968	4,221,556	4,592,989	4,592,989	4,592,989
Cumulative Better(Worse)	6,448	48,570	19,837	19,837	93,809	51,733	23,304	23,304	68,938	0	0	0	0	0	0	0	0



**Woods Cross City  
Transient Room Tax  
FY 26**

YTD	\$ 34,302	% Budget	68.6%
Budget	\$ 50,000	% Year	58.3%

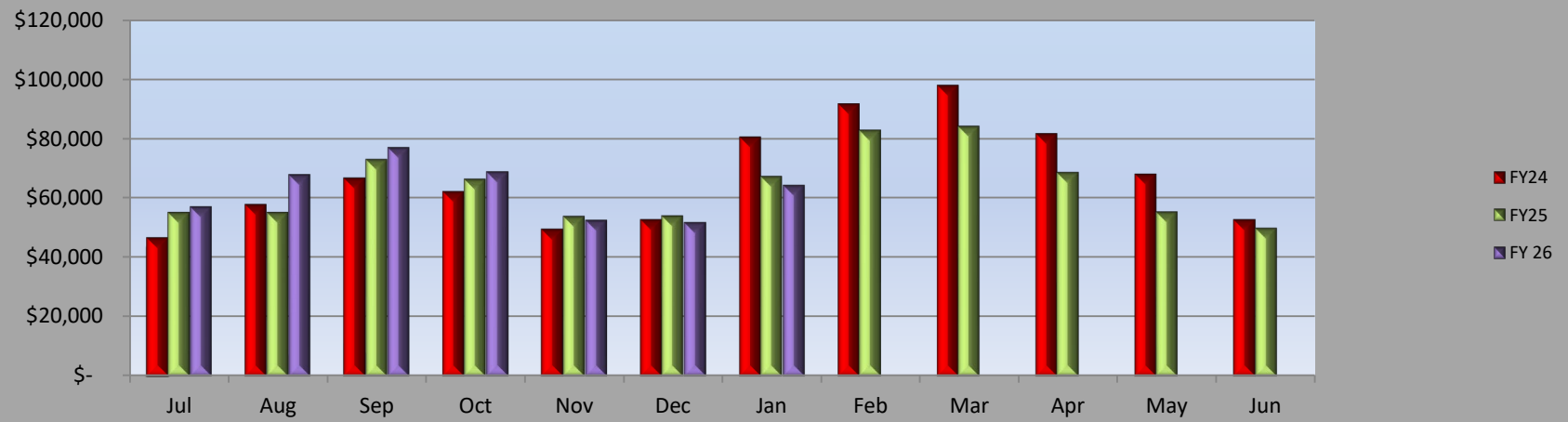
**Transient Room Tax  
3 Year Comparison**



**WOODS CROSS CITY**  
**Energy Use Taxes**  
**FY 26**

YTD	\$	438,946	% Budget	56.6%
Budget	\$	775,000	% Year	58.3%

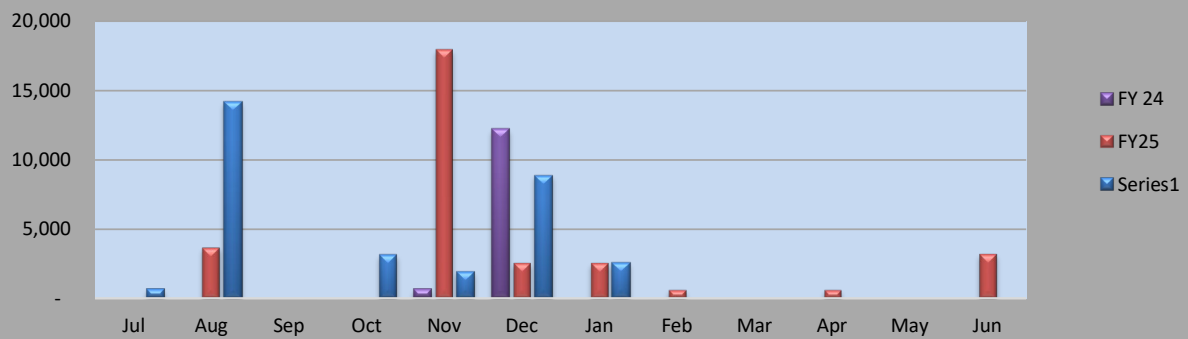
**Energy Use Tax**  
**3 Year Comparison**



**WOODS CROSS CITY**  
Public Safety Impact Fees Collected  
FY 26

		Amount		Cumulative Total		Prior Year Cumulative Total
Jul	\$	644	\$	644	\$	-
Aug	\$	14,168	\$	14,812	\$	3,692
Sep	\$	-	\$	14,812	\$	3,692
Oct	\$	3,125	\$	17,937	\$	3,692
Nov	\$	1,932	\$	19,869	\$	21,665
Dec	\$	8,883	\$	28,752	\$	24,241
Jan	\$	2,576	\$	31,328	\$	26,817
Feb	\$	-	\$	-	\$	27,461
Mar	\$	-	\$	-	\$	27,461
Apr	\$	-	\$	-	\$	28,105
May	\$	-	\$	-	\$	28,105
Jun	\$	-	\$	-	\$	31,325

**Public Safety Impact Fees**  
3 Year Comparison



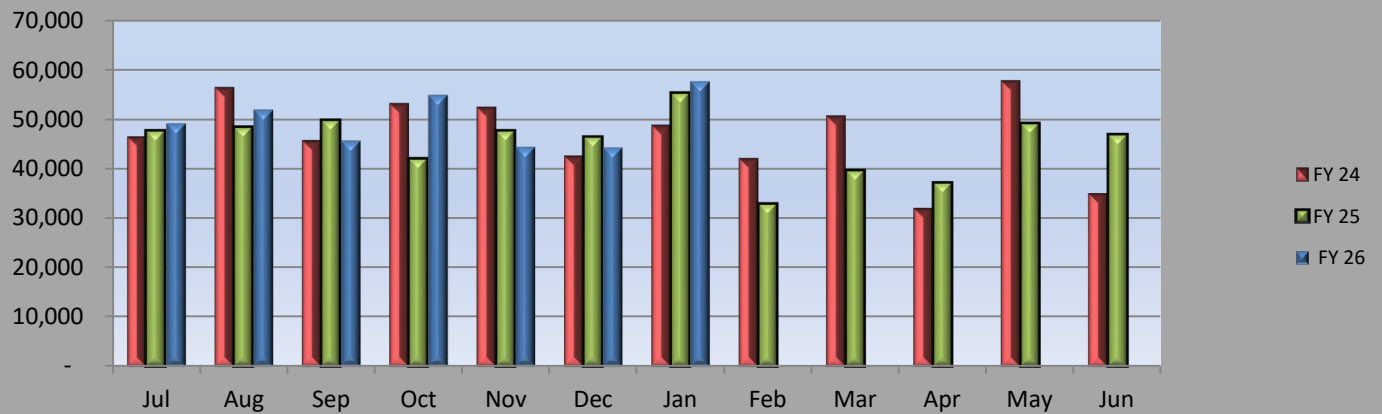
# WOODS CROSS CITY

RAP Tax Revenue  
FY 26

		Amount		Cumulative Total		Prior Year Cumulative Total
Jul	\$	49,109	\$	49,109	\$	47,545
Aug	\$	51,809	\$	100,918	\$	95,818
Sep	\$	45,587	\$	146,505	\$	145,495
Oct	\$	54,840	\$	201,345	\$	187,494
Nov	\$	44,277	\$	245,622	\$	235,066
Dec	\$	44,227	\$	289,849	\$	281,408
Jan	\$	57,595	\$	347,444	\$	336,548
Feb	\$	-	\$	-	\$	369,350
Mar	\$	-	\$	-	\$	408,940
Apr	\$	-	\$	-	\$	446,067
May	\$	-	\$	-	\$	495,076
Jun	\$	-	\$	-	\$	541,880

YTD	\$	347,444	% Budget	64.3%
Budget	\$	540,000	% Year	58.3%

**RAP Tax**  
3 Year Comparison



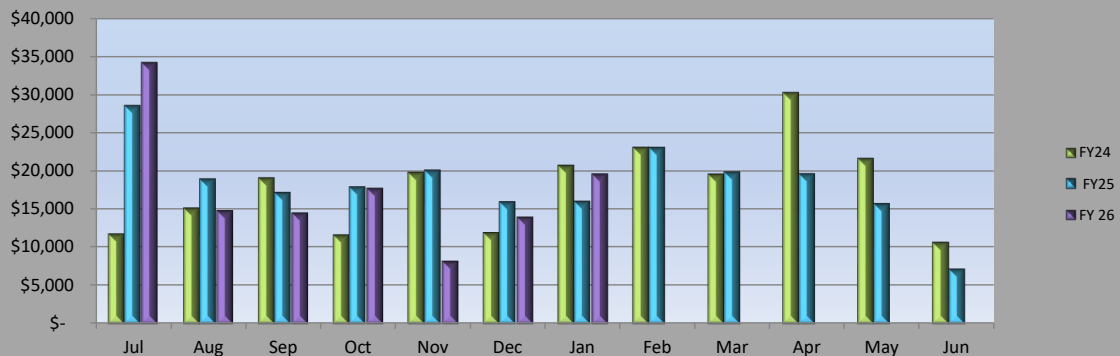


Woods Cross City  
Net Court Fines Collected  
FY 26

	Amount	Cumul Amt	Prior Year Cumul Amt
Jul	\$ 34,225	\$ 34,225	\$ 28,602
Aug	\$ 14,884	\$ 49,109	\$ 47,595
Sep	\$ 14,574	\$ 63,683	\$ 64,852
Oct	\$ 17,789	\$ 81,472	\$ 82,797
Nov	\$ 8,286	\$ 89,758	\$ 102,962
Dec	\$ 14,015	\$ 103,773	\$ 118,976
Jan	\$ 19,660	\$ 123,433	\$ 135,060
Feb	\$ -	\$ -	\$ 158,176
Mar	\$ -	\$ -	\$ 178,115
Apr	\$ -	\$ -	\$ 197,784
May	\$ -	\$ -	\$ 213,598
Jun	\$ -	\$ -	\$ 190,851

<b>YTD</b>	<b>\$</b>	<b>123,433</b>	<b>% Budget</b>	<b>54.9%</b>
<b>Budget</b>	<b>\$</b>	<b>225,000</b>	<b>% Year</b>	<b>58.3%</b>

**Court Fines**  
3 Year Comparison



**Woods Cross City**  
**City Council Financial Summary Fiscal Year 2025-26**  
**January 31, 2026**

58% of the year expired

Line No.	Fund	YTD FY 2026	Annual Budget	% of Budget	Page No.	Comments
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**\*\*\*\*\* 10-General Fund \*\*\*\*\***

Revenue						
1	Property Taxes	1,901,743	2,338,274	81%	1	
2	Sales & Use Taxes	2,819,247	4,450,000	63%	1	
3	Energy & Other Taxes	512,683	925,000	55%	1	
4	Licenses & Permits	270,193	176,500	153%	1	
5	Fines & Forfeitures	123,433	225,000	55%	1	
6	All Other General Fund Revenue	211,744	330,300	64%	1-2	
7	Transfers In from Other Funds	242,284	415,344	58%	2	
8	Fund Balance Decrease/(Increase)	0	(45,329)	0%	2	
8	Total Revenue	6,081,328	8,815,089	69%	2	
Expenditures						
9	Legislative	52,643	108,455	49%	2	ULCT Dues
10	Judicial	161,006	285,501	56%	3	
11	Administration	375,609	702,311	53%	3	
12	Data Processing	112,748	276,200	41%	4	Caselle Annual Payment
13	Non Departmental	123,903	386,000	32%	4	
14	City Attorney	22,993	114,000	20%	4	Zoning Ordinance Update
15	City Hall	54,565	177,800	31%	4	
16	Election	5,185	11,000	47%	5	
17	Community Development	174,869	313,555	56%	5	
18	Police Department	1,929,738	3,502,855	55%	6	
19	Fire Department	657,134	876,178	75%	6	Quarterly Payment
20	Building Inspector	59,215	100,000	59%	6	
21	Volunteer Services	925	3,000	31%	6	
22	Street Department	256,648	493,158	52%	7	
23	City Shop	47,448	96,052	49%	7	
24	Parks	478,587	719,195	67%	8	
28	Recreation	53,939	97,651	55%	8	Summer Rec Program
27	Debt Service	140,156	203,313	69%	8	
29	Transfers	214,188	348,865	61%	9	
30	Total Expenditures	4,921,501	8,815,089	56%	9	
31	Revenues Over/(Under) Expenditures	1,159,827	-	0%	9	

**\*\*\*\*\* 51-Water Fund \*\*\*\*\***

32	Water Sales	1,363,555	2,340,229	58%	20	
33	Other Revenue	217,777	7,871,500	3%	20	ARPA Funds
34	Transfer from the Impact Fund	79,333	136,000	58%	20	
	Fund Balance Decrease/(Increase)	-	47,841		20	
35	Total Revenue	1,660,665	10,395,570	16%	20	
36	Expenditures excluding Depreciation	2,085,095	9,340,407	22%	21	
37	Depreciation	0	455,000	0%	21	
38	Debt Service	518,823	600,163	86%	22	
39	Revenues Over/(Under) Expenditures	(943,253)	-	0%	22	

**\*\*\*\*\* 53-Water Impact Fee Fund \*\*\*\*\***

40	Impact Fees	109,250	47,000	232%	24	
41	Interest Earnings	13,736	26,000	53%	24	
42	Fund Balance Appropriation	-	96,500	0%	24	
43	Total Revenue	122,986	169,500	73%	24	
44	Prof. Tech. Svcs & Water Line Projects	21,170	33,500	63%	24	
45	Transfer to Bond Fund	79,333	136,000	58%	24	
46	Total	100,504	169,500	59%	24	
47	Revenues Over/(Under) Expenditures	22,482	-	0%	24	

**\*\*\*\*\* 52-Garbage Fund \*\*\*\*\***

48	Garbage Pickup Fees	421,623	725,000	58%	23	
49	Green Waste Pickup Fees	96,823	165,000	59%	23	
51	Curbside Recycling Fees	173,070	300,000	58%	23	
50	Other Revenue	24,040	57,000	42%	23	
52	Fund Balance Decrease/(Increase)	0	0	0%	23	
53	Total Revenue	715,557	1,247,000	57%	23	
54	Expenditures	583,775	1,247,000	47%	23	
55	Revenues Over/(Under) Expenditures	131,782	0	0%	23	

# Woods Cross City

City Council Financial Summary Fiscal Year 2025-26

January 31, 2026

58% of the year expired

Line No.	Fund	YTD FY 2026	Annual Budget	% of Budget	Page No.	Comments
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## \*\*\*\*\* Other Funds \*\*\*\*\*

### \*\*\*21- Roadway Special Revenue Fund \*\*\*

56	Revenues	861,710	1,300,000	66%	10	
57	Fund Balance Decrease/(Increase)	0	983,507	0%	10	
58	Expenditures	1,428,896	2,283,507	63%	10	
59	Revenues Over/(Under) Expenditures	(567,186)	0	0%	11	

### \*\*\* 23-RAP TAX FUND\*\*\*

60	Revenues	361,241	562,000	64%	12	
61	Fund Balance Decrease/(Increase)	0	(180,500)	0%	12	
62	Expenditures	86,777	381,500	23%	12	
63	Revenues Over/(Under) Expenditures	274,464	0	0%	12	

### \*\*\* 24-Park Dvlpmnt Spec Rev Fund \*\*\*

64	Revenues	73,367	11,500	638%	13	
65	Fund Balance Decrease/(Increase)	0	(9,000)	0%	13	
66	Loan from Other Funds	0	0	0%	13	
67	Expenditures	0	2,500	0%	13	
68	Revenues Over/(Under) Expenditures	73,367	0	0%	13	

### \*\*\* 25-RDA Operating \*\*\*

69	Project Area Tax Increment	0	840,700	0%	14	
70	Other Revenue	42,578	69,000	62%	14	
71	Fund Balance Decrease/(Increase)	0	(167,981)	0%	14	
72	Total Revenue	42,578	741,719	6%	14	
73	Operating Expenses	141,306	491,719	29%	14	
74	Special Projects	0	50,000	0%	14	
75	Project Area Agreement Payments	0	200,000	0%	14	
76	Total Expenditures	141,306	741,719	19%	14	
77	(Decrease)Increase in Fund Balance	0	155,001	0%	14	
78	Revenues Over/(Under) Expenditures	(98,728)	0	0%	14	

**Woods Cross City**  
**City Council Financial Summary Fiscal Year 2025-26**  
**January 31, 2026**

58% of the year expired

Line No.	Fund	YTD FY 2026	Annual Budget	% of Budget	Page No.	Comments
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**\*\*\*\*\* Other Funds \*\*\*\*\***

**\*\*\* 26-Youth City Council Fund \*\*\***

79	Revenues	12,202	20,325	60%	15	
80	Expenditures	4,456	20,325	22%	15	
81	Revenues Over/(Under) Expenditures	7,746	0	0%	15	

**\*\*\* 27-Community of Promise Fund \*\*\***

82	Revenues	36,955	65,000	57%	16	
83	Fund Balance Decrease/(Increase)	0	0	0%	16	
84	Expenditures	12,900	65,000	20%	16	
85	Revenues Over/(Under) Expenditures	24,055	0	0%	16	

**\*\*\* 28-State Liquor Allotment Fund \*\*\***

86	Revenues	1,110	14,500	8%	17	
87	Fund Balance Decrease/(Increase)	0	(1,500)	0%	17	
88	Expenditures	33,520	13,000	258%	17	
89	Revenues Over/(Under) Expenditures	(32,410)	0	0%	17	

**\*\*\* 41-1960 South Assessment Area Fund \*\*\***

90	Revenues	28,266	193,785	15%	18	
91	Fund Balance Decrease/(Increase)	0	(16,910)	0%	18	
92	Expenditures	119,800	176,875	68%	18	
93	Revenues Over/(Under) Expenditures	(91,534)	0	0%	18	

**\*\*\* 46-Cap Improvement Development Fund \*\*\***

94	Revenues	63,189	100,000	63%	19	
95	Fund Balance Decrease/(Increase)	0	(100,000)	0%	19	
96	Improvements	30,849	0	0%	19	
97	Transfers Out & Loans to Other Funds	0	0	0%	19	
98	Revenues Over/(Under) Expenditures	32,341	0	0%	19	

**\*\*\* 56-Storm Drain Enterprise Fund \*\*\***

99	Revenues	493,153	838,824	59%	26	
100	Fund Balance Decrease/(Increase)	0	389,364	0%	26	
101	Expenditures	707,732	1,228,188	58%	27	
102	Revenues Over/(Under) Expenditures	(214,579)	0	0%	27	

**\*\*\* 57 Storm Drn Impact Fee Ent Fund \*\*\***

103	Revenues	72,606	57,500	126%	28	
104	Fund Balance Decrease/(Increase)	0	(52,500)		28	
105	Expenditures	0	5,000	0%	28	
106	Revenues Over/(Under) Expenditures	72,606	0	0%	28	

**\*\*\* 61 Fleet Fund \*\*\***

107	Revenues	19,117	36,000	53%	29	
108	Transfers In	250,775	429,900	58%	29	
109	Sale of Assets	0	125,000	0%	29	
110	Fund Balance Decrease/(Increase)	0	506,290	0%	29	
111	Total Revenue	269,892	1,097,190	25%	29	
112	Purchases	70,734	445,000	16%	29	
113	Vehicle Upfits	0	0	0%	29	
114	Lease Payments	349,169	652,190	54%	29	
115	Revenues Over/(Under) Expenditures	(150,010)	0	0%	29	

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>					
10-31-100 PROPERTY TAXES- REAL PROPERTY	379,341.61	1,755,394.66	2,157,774.00	402,379.34	81.4
10-31-150 FEES IN LIEU- MOTOR VEHICLES	10,451.49	63,062.15	85,000.00	21,937.85	74.2
10-31-200 PROPERTY TAXES- PERSONAL PROP	154.79	83,285.72	95,500.00	12,214.28	87.2
10-31-300 SALES AND USE TAXES	467,060.42	2,819,246.93	4,450,000.00	1,630,753.07	63.4
10-31-400 DATA FRANCHISE FEES	.00	14,923.00	70,000.00	55,077.00	21.3
10-31-500 TRANSIENT ROOM TAX	4,121.89	34,269.69	50,000.00	15,730.31	68.5
10-31-600 TELECOMMUNICATION TAX	3,903.27	24,544.55	30,000.00	5,455.45	81.8
10-31-700 ENERGY TAX	64,347.16	438,946.23	775,000.00	336,053.77	56.6
TOTAL TAXES	929,380.63	5,233,672.93	7,713,274.00	2,479,601.07	67.9
<u>LICENSES AND PERMITS</u>					
10-32-100 BUSINESS LICENSES AND PERMITS	2,362.50	32,595.50	25,000.00	( 7,595.50)	130.4
10-32-210 BUILDING PERMITS	12,751.12	136,223.12	75,000.00	( 61,223.12)	181.6
10-32-260 PLAN CHECK FEES	6,265.97	85,384.41	50,000.00	( 35,384.41)	170.8
10-32-270 PLANNING & ZONING FEES	3,215.00	7,960.00	7,000.00	( 960.00)	113.7
10-32-280 INSPECTION FEES	.00	.00	9,500.00	9,500.00	.0
10-32-290 OTHER PERMITS	1,400.00	8,030.00	10,000.00	1,970.00	80.3
TOTAL LICENSES AND PERMITS	25,994.59	270,193.03	176,500.00	( 93,693.03)	153.1
<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-400 STATE GRANT- GENERAL	1,500.00	1,500.00	.00	( 1,500.00)	.0
10-33-450 STATE GRANTS- POLICE	.00	.00	5,000.00	5,000.00	.0
10-33-540 PUBLIC SAFETY GRANT	.00	1,200.00	.00	( 1,200.00)	.0
10-33-550 REIMBURSED POLICE TIME	58,649.00	61,879.33	70,000.00	8,120.67	88.4
10-33-555 RESTITUTION TO POLICE DEPT	.00	.00	7,000.00	7,000.00	.0
TOTAL INTERGOVERNMENTAL REVENUE	60,149.00	64,579.33	82,000.00	17,420.67	78.8
<u>CHARGES FOR SERVICES</u>					
10-34-150 SALE OF MAPS AND PUBLICATIONS	425.00	3,865.00	5,000.00	1,135.00	77.3
10-34-710 PARK USE FEES	250.00	1,450.00	3,000.00	1,550.00	48.3
10-34-740 FIELD USE FEES	.00	15,430.00	15,000.00	( 430.00)	102.9
10-34-750 MULTI-PURPOSE ROOM USE FEES	954.99	2,827.48	5,000.00	2,172.52	56.6
TOTAL CHARGES FOR SERVICES	1,629.99	23,572.48	28,000.00	4,427.52	84.2
<u>FINES AND FORFEITURES</u>					
10-35-100 COURT FINES	19,660.14	123,433.45	225,000.00	101,566.55	54.9
TOTAL FINES AND FORFEITURES	19,660.14	123,433.45	225,000.00	101,566.55	54.9

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MISCELLANEOUS REVENUE</u>						
10-36-100	INTEREST EARNINGS	9,557.12	50,634.92	97,000.00	46,365.08	52.2
10-36-110	INTEREST- BONDS (STAX, EXCISE)	590.69	1,886.14	3,000.00	1,113.86	62.9
10-36-200	RENTAL INCOME	4,949.83	35,433.12	51,600.00	16,166.88	68.7
10-36-300	MEMORIAL DAY CELEBRATION REV	.00	.00	2,500.00	2,500.00	.0
10-36-330	RECREATION REVENUES	.00	230.00	30,000.00	29,770.00	.8
10-36-340	SNACK SHACK REVENUES	.00	.00	1,200.00	1,200.00	.0
	TOTAL MISCELLANEOUS REVENUE	15,097.64	88,184.18	185,300.00	97,115.82	47.6
<u>OTHER REVENUE</u>						
10-38-400	SALE OF FIXED ASSETS	.00	12,142.50	20,000.00	7,857.50	60.7
10-38-410	SALE OF UNCLAIMED PROP- POLICE	.00	4,050.00	.00	( 4,050.00)	.0
10-38-700	CONTRIBUTIONS- PRIVATE SOURCES	.00	1,250.00	.00	( 1,250.00)	.0
10-38-900	MISCELLANEOUS REVENUE	( 6,370.16)	11,495.22	15,000.00	3,504.78	76.6
10-38-935	MISC- USBANK P-CARD PROGRAM	6,470.62	6,470.62	.00	( 6,470.62)	.0
	TOTAL OTHER REVENUE	100.46	35,408.34	35,000.00	( 408.34)	101.2
<u>TRANSFERS</u>						
10-39-300	TRANSFER IN FROM OTHER FUNDS	34,612.00	242,284.01	415,344.00	173,059.99	58.3
	TOTAL TRANSFERS	34,612.00	242,284.01	415,344.00	173,059.99	58.3
	TOTAL FUND REVENUE	1,086,624.45	6,081,327.75	8,860,418.00	2,779,090.25	68.6
<u>LEGISLATIVE</u>						
10-41-110	SALARIES AND WAGES	4,686.80	33,367.98	57,200.00	23,832.02	58.3
10-41-130	RETIREMENT	351.49	2,482.58	4,440.00	1,957.42	55.9
10-41-132	WORKERS COMP INSURANCE	69.62	290.96	1,050.00	759.04	27.7
10-41-134	MEDICARE TAX	185.15	1,141.21	765.00	( 376.21)	149.2
10-41-210	BOOKS, SUBSCRIPTIONS, MEMBERSH	.00	11,670.71	16,000.00	4,329.29	72.9
10-41-230	SCHOOLS, SEMINARS & TRAINING	1,267.93	1,889.79	13,000.00	11,110.21	14.5
10-41-610	MISCELLANEOUS SUPPLIES	16.29	227.40	1,000.00	772.60	22.7
10-41-620	MISCELLANEOUS SERVICES	1,272.73	1,572.73	15,000.00	13,427.27	10.5
	TOTAL LEGISLATIVE	7,850.01	52,643.36	108,455.00	55,811.64	48.5

WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>JUDICIAL</u>					
10-42-110 SALARIES AND WAGES	15,091.95	113,520.67	196,162.00	82,641.33	57.9
10-42-111 TEMP LABOR	.00	.00	2,000.00	2,000.00	.0
10-42-112 OVERTIME	400.00	3,000.00	6,000.00	3,000.00	50.0
10-42-130 RETIREMENT	3,091.86	23,207.98	44,462.00	21,254.02	52.2
10-42-131 GROUP HEALTH INSURANCE	1,556.63	12,093.61	19,442.00	7,348.39	62.2
10-42-132 WORKERS COMP INSURANCE	16.42	80.99	222.00	141.01	36.5
10-42-133 LTD INSURANCE	139.77	991.15	1,752.00	760.85	56.6
10-42-134 MEDICARE TAX	473.98	3,605.86	6,311.00	2,705.14	57.1
10-42-210 BOOKS, SUBSCRIPTIONS, MEMBERSH	.00	.00	1,000.00	1,000.00	.0
10-42-230 SCHOOLS, SEMINARS & TRAINING	300.00	1,105.57	750.00	( 355.57)	147.4
10-42-240 OFFICE SUPPLIES AND EXPENSE	37.06	131.08	900.00	768.92	14.6
10-42-310 PROFESSIONAL & TECHNICAL	314.00	3,016.60	1,000.00	( 2,016.60)	301.7
10-42-610 MISCELLANEOUS SUPPLIES	.00	.00	5,000.00	5,000.00	.0
10-42-621 JURY & WITNESS FEES	.00	252.86	500.00	247.14	50.6
TOTAL JUDICIAL	21,421.67	161,006.37	285,501.00	124,494.63	56.4
<u>ADMINISTRATION</u>					
10-43-110 SALARIES AND WAGES	32,824.58	241,552.46	410,902.00	169,349.54	58.8
10-43-112 OVERTIME	501.85	2,718.36	3,000.00	281.64	90.6
10-43-130 RETIREMENT	5,343.76	39,593.02	80,101.00	40,507.98	49.4
10-43-131 GROUP HEALTH INSURANCE	2,956.64	22,651.82	42,702.00	20,050.18	53.1
10-43-132 WORKERS COMP INSURANCE	260.85	1,776.61	968.00	( 808.61)	183.5
10-43-133 LTD INSURANCE	319.62	2,263.97	5,041.00	2,777.03	44.9
10-43-134 MEDICARE TAX	782.94	6,361.67	10,747.00	4,385.33	59.2
10-43-135 EMPLOYEE HEALTH FITNESS	10.00	70.00	100.00	30.00	70.0
10-43-210 BOOKS, SUBSCRIPTIONS & MEMBERS	125.00	154.00	3,600.00	3,446.00	4.3
10-43-220 PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
10-43-230 SCHOOLS, SEMINARS & TRAINING	46.97	3,139.67	8,000.00	4,860.33	39.3
10-43-231 AUTO MILEAGE REIMBURSEMENT	.00	.00	1,500.00	1,500.00	.0
10-43-240 OFFICE SUPPLIES AND EXPENSE	2,637.33	5,860.98	12,000.00	6,139.02	48.8
10-43-250 EQUIP MAINTENANCE & REPAIRS	48.00	884.34	4,000.00	3,115.66	22.1
10-43-252 FUEL PURCHASES	124.80	1,133.99	.00	( 1,133.99)	.0
10-43-310 PROFESSIONAL & TECHNICAL SERVI	996.33	16,677.29	86,000.00	69,322.71	19.4
10-43-510 INSURANCE AND SURETY BONDS	.00	603.10	650.00	46.90	92.8
10-43-610 MISCELLANEOUS SUPPLIES	584.20	4,713.74	8,000.00	3,286.26	58.9
10-43-620 MISCELLANEOUS SERVICES	.00	24,150.00	22,000.00	( 2,150.00)	109.8
10-43-741 EQUIPMENT UNDER \$5000	.00	1,304.02	2,000.00	695.98	65.2
TOTAL ADMINISTRATION	47,562.87	375,609.04	702,311.00	326,701.96	53.5

WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DATA PROCESSING</u>					
10-46-240 SOFTWARE UPDATES	.00	.00	20,000.00	20,000.00	.0
10-46-250 COMPUTER EQUIPMENT MAINT & REP	.00	.00	2,000.00	2,000.00	.0
10-46-310 COMPUTER SYSTEMS SUPPORT	8,314.23	79,130.75	150,000.00	70,869.25	52.8
10-46-312 SUPPORT - POLICE SYSTEM	.00	19,559.10	55,000.00	35,440.90	35.6
10-46-740 EQUIPMENT OVER \$5000	4,285.00	11,467.15	40,000.00	28,532.85	28.7
10-46-741 EQUIPMENT - POLICE	.00	19.97	8,000.00	7,980.03	.3
10-46-745 EQUIPMENT UNDER \$5000	.00	2,570.79	1,200.00	( 1,370.79)	214.2
TOTAL DATA PROCESSING	12,599.23	112,747.76	276,200.00	163,452.24	40.8
<u>NON DEPARTMENTAL</u>					
10-47-250 STREET LIGHT MAINTENANCE	.00	15,052.81	93,000.00	77,947.19	16.2
10-47-270 STREET LIGHTS ELECTRICITY	5,626.19	37,122.68	59,000.00	21,877.32	62.9
10-47-310 CITY ENGINEER	5,136.10	20,253.00	130,000.00	109,747.00	15.6
10-47-510 LIABILITY INSURANCE	.00	37,244.36	37,500.00	255.64	99.3
10-47-620 POST OFFICE EXPENSES	.00	486.00	1,000.00	514.00	48.6
10-47-621 EDUCATION REIMBURSEMENT	.00	.00	2,000.00	2,000.00	.0
10-47-622 CREDIT CARD FEES	2,938.12	13,075.23	25,000.00	11,924.77	52.3
10-47-625 SICK LEAVE CONVERSION-RETIREMT	.00	.00	32,000.00	32,000.00	.0
10-47-630 SAFETY PROGRAM INCENTIVES	.00	.00	6,500.00	6,500.00	.0
10-47-635 EMPLOYEE RECOGNITION & APPREC	630.73	669.41	.00	( 669.41)	.0
TOTAL NON DEPARTMENTAL	14,331.14	123,903.49	386,000.00	262,096.51	32.1
<u>CITY ATTORNEY</u>					
10-49-310 LEGAL - GENERAL	.00	3,292.50	80,000.00	76,707.50	4.1
10-49-311 LEGAL - JP COURT	2,600.00	18,200.00	27,000.00	8,800.00	67.4
10-49-312 LEGAL - PUBLIC DEFENDER	.00	1,500.00	7,000.00	5,500.00	21.4
TOTAL CITY ATTORNEY	2,600.00	22,992.50	114,000.00	91,007.50	20.2
<u>CITY HALL</u>					
10-51-134 MEDICARE TAX	3.41	19.89	200.00	180.11	10.0
10-51-250 EQUIPMENT-SUPPLIES & MAINTENAN	755.26	3,384.41	10,000.00	6,615.59	33.8
10-51-255 LEASED EQUIPMENT	195.12	390.24	1,000.00	609.76	39.0
10-51-260 BLDGS & GROUNDS - SUPPLIES & M	295.36	6,560.82	65,000.00	58,439.18	10.1
10-51-270 UTILITIES	2,870.63	10,798.12	18,000.00	7,201.88	60.0
10-51-280 TELEPHONE	3,537.40	19,670.63	43,000.00	23,329.37	45.8
10-51-610 MISC. SUPPLIES	9.98	31.19	200.00	168.81	15.6
10-51-620 MISC. SERVICES	.00	3,510.00	8,200.00	4,690.00	42.8
10-51-720 BUILDINGS	.00	.00	10,000.00	10,000.00	.0
10-51-740 EQUIPMENT OVER \$5000	.00	6,000.00	15,000.00	9,000.00	40.0
10-51-961 TRANSFER TO FLEET FUND	600.00	4,200.00	7,200.00	3,000.00	58.3
TOTAL CITY HALL	8,267.16	54,565.30	177,800.00	123,234.70	30.7



WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTION</u>						
10-55-220	PUBLIC NOTICE	.00	.00	1,000.00	1,000.00	.0
10-55-620	MISC. SERVICES	.00	5,184.63	10,000.00	4,815.37	51.9
	TOTAL ELECTION	.00	5,184.63	11,000.00	5,815.37	47.1
<u>COMMUNITY DEVELOPMENT</u>						
10-57-110	SALARIES AND WAGES	27,712.56	129,275.95	207,356.00	78,080.05	62.3
10-57-111	TEMPORARY LABOR	.00	.00	8,000.00	8,000.00	.0
10-57-130	RETIREMENT	3,588.50	24,633.16	43,776.00	19,142.84	56.3
10-57-131	GROUP HEALTH INSURANCE	1,323.13	10,287.35	22,180.00	11,892.65	46.4
10-57-132	WORKERS COMP INSURANCE	62.43 (	228.13)	3,199.00	3,427.13 (	7.1)
10-57-133	LTD INSURANCE	162.40	1,144.84	1,752.00	607.16	65.3
10-57-134	MEDICARE TAX	555.38	3,132.33	5,742.00	2,609.67	54.6
10-57-210	SUBSCRIPTIONS, MEMBERSHIPS, DUES	.00	330.00	800.00	470.00	41.3
10-57-230	MEETING ALLOWANCE	319.50	2,395.00	9,000.00	6,605.00	26.6
10-57-231	SCHOOLS, SEMINARS & TRAINING	.00	1,248.00	3,000.00	1,752.00	41.6
10-57-232	AUTO MILEAGE REIMBURSEMENT	.00	.00	50.00	50.00	.0
10-57-240	OFFICE SUPPLIES AND EXPENSE	.00	126.69	500.00	373.31	25.3
10-57-250	EQUIP MAINT, REPAIRS & FUEL	399.00	553.18	1,600.00	1,046.82	34.6
10-57-252	FUEL PURCHASES	( 7.12)	193.56	400.00	206.44	48.4
10-57-310	PROFESSIONAL SERVICES	695.00	1,340.00	4,300.00	2,960.00	31.2
10-57-510	INSURANCE AND SURETY BONDS	.00	368.17	400.00	31.83	92.0
10-57-610	MISCELLANEOUS SUPPLIES	68.93	68.93	.00 (	68.93)	.0
10-57-741	EQUIPMENT UNDER \$5000	.00	.00	1,500.00	1,500.00	.0
	TOTAL COMMUNITY DEVELOPMENT	34,879.71	174,869.03	313,555.00	138,685.97	55.8

WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-60-110 SALARIES AND WAGES	129,439.75	951,495.53	1,693,583.00	742,087.47	56.2
10-60-111 PARTTIME WAGES (X-GUARDS, ETC)	4,235.68	33,645.32	60,000.00	26,354.68	56.1
10-60-112 OVERTIME	8,098.38	73,768.21	120,000.00	46,231.79	61.5
10-60-130 RETIREMENT	40,705.56	292,955.24	518,664.00	225,708.76	56.5
10-60-131 GROUP HEALTH INSURANCE	27,181.09	198,956.18	372,672.00	173,715.82	53.4
10-60-132 WORKERS COMP INSURANCE	1,913.51	9,588.97	27,464.00	17,875.03	34.9
10-60-133 LTD INSURANCE	1,648.07	11,087.88	19,105.00	8,017.12	58.0
10-60-134 MEDICARE TAX	2,301.54	17,948.94	27,167.00	9,218.06	66.1
10-60-135 EMPLOYEE HEALTH FITNESS	10.00	50.00	200.00	150.00	25.0
10-60-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	4,947.57	12,000.00	7,052.43	41.2
10-60-230 SCHOOLS, SEMINARS & TRAINING	866.00	14,183.34	25,000.00	10,816.66	56.7
10-60-240 OFFICE SUPPLIES AND EXPENSE	112.79	904.58	5,000.00	4,095.42	18.1
10-60-250 EQUIPMENT OPERATIONS	.00	.00	12,000.00	12,000.00	.0
10-60-251 EQUIPMENT MAINT. & REPAIRS	2,706.27	14,954.81	20,000.00	5,045.19	74.8
10-60-252 FUEL PURCHASES	3,603.44	22,869.18	48,000.00	25,130.82	47.6
10-60-280 ACCESS CHARGES	820.44	32,770.40	95,000.00	62,229.60	34.5
10-60-310 PROFESSIONAL & TECHNICAL SERVI	73.00	47,023.45	86,000.00	38,976.55	54.7
10-60-450 UNIFORM ALLOWANCE	62.07	12,291.45	24,000.00	11,708.55	51.2
10-60-455 SPECIAL DEPARTMENTAL SUPPLIES	598.47	11,034.10	38,000.00	26,965.90	29.0
10-60-456 SPEC DEPT SUPP- FIREARMS/AMMO	.00	7,371.68	30,000.00	22,628.32	24.6
10-60-460 K9 PROGRAM EXPENSES	.00	.00	6,000.00	6,000.00	.0
10-60-510 INSURANCE AND SURETY BONDS	.00	22,610.81	25,000.00	2,389.19	90.4
10-60-620 MISC. SERVICES OR EVENTS	.00	150.00	2,000.00	1,850.00	7.5
10-60-740 EQUIPMENT OVER \$5000	.00	44,130.60	56,000.00	11,869.40	78.8
10-60-961 TRANSFER TO FLEET FUND	15,000.00	105,000.00	180,000.00	75,000.00	58.3
TOTAL POLICE DEPARTMENT	239,376.06	1,929,738.24	3,502,855.00	1,573,116.76	55.1
<u>FIRE DEPARTMENT</u>					
10-62-310 PROFESSIONAL SERVICES	219,044.50	657,133.50	876,178.00	219,044.50	75.0
TOTAL FIRE DEPARTMENT	219,044.50	657,133.50	876,178.00	219,044.50	75.0
<u>BUILDING INSPECTION</u>					
10-63-310 BUILDING INSPECTIONS	8,895.00	59,215.00	100,000.00	40,785.00	59.2
TOTAL BUILDING INSPECTION	8,895.00	59,215.00	100,000.00	40,785.00	59.2
<u>VOLUNTEER SERVICES</u>					
10-67-230 SCHOOLS. SEMINARS & TRAINING	.00	180.00	1,000.00	820.00	18.0
10-67-610 MISC SUPPLIES-MEDICAL & PARTIE	745.00	745.00	1,000.00	255.00	74.5
10-67-740 EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
TOTAL VOLUNTEER SERVICES	745.00	925.00	3,000.00	2,075.00	30.8

WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET DEPARTMENT</u>					
10-71-110 SALARIES AND WAGES	13,591.76	98,734.02	161,701.00	62,966.98	61.1
10-71-112 OVERTIME	.00	294.20	10,000.00	9,705.80	2.9
10-71-130 RETIREMENT	2,617.82	18,908.89	31,576.00	12,667.11	59.9
10-71-131 GROUP HEALTH INSURANCE	499.03	16,791.33	41,135.00	24,343.67	40.8
10-71-132 WORKERS COMP INSURANCE	206.72	1,042.12	2,615.00	1,572.88	39.9
10-71-133 LTD INSURANCE	151.67	1,097.80	1,941.00	843.20	56.6
10-71-134 MEDICARE TAX	185.84	1,382.02	2,490.00	1,107.98	55.5
10-71-210 BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	500.00	500.00	.0
10-71-230 SCHOOLS, SEMINARS & TRAINING	300.00	300.00	2,000.00	1,700.00	15.0
10-71-240 OFFICE SUPPLIES AND EXPENSE	.00	33.95	.00	( 33.95)	.0
10-71-250 EQUIPMENT-SUPPLIES & MAINTENAN	661.81	9,138.28	32,000.00	22,861.72	28.6
10-71-252 FUEL PURCHASES	284.28	1,734.33	8,000.00	6,265.67	21.7
10-71-280 ACCESS CHARGES	.00	.00	1,300.00	1,300.00	.0
10-71-410 SPECIAL DEPARTMENT SUPPLIES	.00	555.85	22,500.00	21,944.15	2.5
10-71-510 INSURANCE	.00	8,032.05	8,500.00	467.95	94.5
10-71-610 MISCELLANEOUS SUPPLIES	453.44	1,303.92	13,500.00	12,196.08	9.7
10-71-611 ROAD SALT	.00	2,396.16	15,400.00	13,003.84	15.6
10-71-620 MISCELLANEOUS SERVICES	27,824.25	35,369.89	30,000.00	( 5,369.89)	117.9
10-71-741 EQUIPMENT UNDER \$5000	.00	33.34	6,000.00	5,966.66	.6
10-71-961 TRANSFER TO FLEET FUND	8,500.00	59,500.00	102,000.00	42,500.00	58.3
TOTAL STREET DEPARTMENT	55,276.62	256,648.15	493,158.00	236,509.85	52.0
<u>CITY SHOP</u>					
10-79-110 SALARIES AND WAGES	1,175.70	9,052.89	15,284.00	6,231.11	59.2
10-79-130 RETIREMENT	227.14	1,703.55	2,953.00	1,249.45	57.7
10-79-131 GROUP HEALTH INSURANCE	210.87	1,587.95	2,615.00	1,027.05	60.7
10-79-132 WORKERS COMP INSURANCE	19.90	103.71	259.00	155.29	40.0
10-79-133 LTD INSURANCE	14.12	98.84	169.00	70.16	58.5
10-79-134 MEDICARE TAX	16.31	127.04	222.00	94.96	57.2
10-79-250 EQUIPMENT-SUPPLIES & MAINTENAN	198.40	2,407.30	1,500.00	( 907.30)	160.5
10-79-255 EQUIPMENT LEASE	.00	.00	5,000.00	5,000.00	.0
10-79-260 BLDGS & GROUNDS - SUPPLIES & M	2,822.68	18,688.96	34,000.00	15,311.04	55.0
10-79-270 UTILITIES	4,130.25	12,741.58	28,000.00	15,258.42	45.5
10-79-510 INSURANCE	.00	936.60	650.00	( 286.60)	144.1
10-79-610 MISC. SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-79-620 MISC. SERVICES	.00	.00	2,300.00	2,300.00	.0
10-79-741 EQUIPMENT UNDER \$5000	.00	.00	2,100.00	2,100.00	.0
TOTAL CITY SHOP	8,815.37	47,448.42	96,052.00	48,603.58	49.4

WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS</u>					
10-83-110 SALARIES AND WAGES	17,467.98	121,786.95	213,771.00	91,984.05	57.0
10-83-111 PARTTIME WAGES	.00	43,260.99	42,000.00	( 1,260.99)	103.0
10-83-112 OVERTIME	.00	4,515.98	4,000.00	( 515.98)	112.9
10-83-130 RETIREMENT	3,370.76	32,513.87	42,842.00	10,328.13	75.9
10-83-131 GROUP HEALTH INSURANCE	3,809.14	29,581.27	57,320.00	27,738.73	51.6
10-83-132 WORKERS COMP INSURANCE	286.69	2,186.27	3,504.00	1,317.73	62.4
10-83-133 LTD INSURANCE	282.81	1,253.71	2,691.00	1,437.29	46.6
10-83-134 MEDICARE TAX	245.41	5,097.68	3,767.00	( 1,330.68)	135.3
10-83-230 SCHOOLS, SEMINARS & TRAINING	680.00	2,460.90	2,500.00	39.10	98.4
10-83-250 EQUIPMENT-SUPPLIES & MAINTENAN	1,272.22	9,210.30	15,000.00	5,789.70	61.4
10-83-252 FUEL PURCHASES	192.15	4,976.00	5,000.00	24.00	99.5
10-83-260 MAINTENANCE & REPAIRS: BLDG'S	107.69	6,147.39	40,000.00	33,852.61	15.4
10-83-261 MAINTENANCE & REPAIRS: GROUNDS	1,130.99	61,503.14	35,000.00	( 26,503.14)	175.7
10-83-262 MAINT & REPAIRS: SPORTS FIELDS	.00	184.78	2,000.00	1,815.22	9.2
10-83-270 UTILITIES	1,434.55	4,484.63	7,500.00	3,015.37	59.8
10-83-280 ACCESS CHARGES	.00	.00	1,300.00	1,300.00	.0
10-83-310 PROFESSIONAL SERVICES	.00	53,242.80	120,000.00	66,757.20	44.4
10-83-410 BEAUTIFICATION PROJECTS	.00	.00	2,500.00	2,500.00	.0
10-83-510 INSURANCE	.00	1,880.95	2,000.00	119.05	94.1
10-83-610 MISC. SUPPLIES	653.66	3,820.17	2,500.00	( 1,320.17)	152.8
10-83-620 MISC. SERVICES	.00	51,828.40	43,000.00	( 8,828.40)	120.5
10-83-730 IMPROVEMENTS	.00	17,188.04	30,000.00	12,811.96	57.3
10-83-741 EQUIPMENT UNDER \$5000	297.97	463.27	5,000.00	4,536.73	9.3
10-83-961 TRANSFER TO FLEET FUND	3,000.00	21,000.00	36,000.00	15,000.00	58.3
TOTAL PARKS	34,232.02	478,587.49	719,195.00	240,607.51	66.5
<u>RECREATION</u>					
10-86-110 SALARIES AND WAGES	2,892.96	21,859.93	37,609.00	15,749.07	58.1
10-86-112 OVERTIME	189.84	2,006.95	1,000.00	( 1,006.95)	200.7
10-86-130 RETIREMENT	540.71	4,102.92	7,266.00	3,163.08	56.5
10-86-131 GROUP HEALTH INSURANCE	1,049.45	7,882.69	13,073.00	5,190.31	60.3
10-86-132 WORKERS COMP INSURANCE	45.78	282.28	965.00	682.72	29.3
10-86-133 LTD INSURANCE	36.99	261.37	846.00	584.63	30.9
10-86-134 MEDICARE TAX	43.66	1,103.25	942.00	( 161.25)	117.1
10-86-230 AUTO MILEAGE	.00	.00	500.00	500.00	.0
10-86-610 REC PROGRAM SUPPLIES	59.98	6,368.21	8,000.00	1,631.79	79.6
10-86-621 REC PROGRAM STAFFING COSTS	.00	10,071.75	26,350.00	16,278.25	38.2
10-86-622 SNACK SHACK EXPENSES	.00	.00	1,100.00	1,100.00	.0
TOTAL RECREATION	4,859.37	53,939.35	97,651.00	43,711.65	55.2

WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
10-89-800 ALLOCATION TO BOND PAYMENT	.00	( 200,000.00)	( 200,000.00)	.00	(100.0)
10-89-810 PUB WKS FACILITY PRINCIPAL PMT	.00	275,000.00	275,000.00	.00	100.0
10-89-820 PUB WKS FACILITY INTEREST PMT	.00	64,406.25	123,313.00	58,906.75	52.2
10-89-830 PUB WKS FACILITY OTHER COSTS	.00	750.00	5,000.00	4,250.00	15.0
TOTAL DEBT SERVICE	.00	140,156.25	203,313.00	63,156.75	68.9
<u>TRANSFERS</u>					
10-90-910 TRANSFERS OUT TO OTHER FUNDS	26,935.42	214,187.93	348,865.00	134,677.07	61.4
10-90-990 FUND BALANCE-INCREASE/DECREASE	.00	.00	45,329.00	45,329.00	.0
TOTAL TRANSFERS	26,935.42	214,187.93	394,194.00	180,006.07	54.3
TOTAL FUND EXPENDITURES	747,691.15	4,921,500.81	8,860,418.00	3,938,917.19	55.5
NET REVENUE OVER EXPENDITURES	338,933.30	1,159,826.94	.00	( 1,159,826.94)	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

CLASS C SPECIAL REVENUE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>						
21-33-560	C ROAD FUND ALLOTMENT	.00	295,381.12	500,000.00	204,618.88	59.1
21-33-600	TRANSIT TAX- LOCAL	43,962.89	268,665.35	435,000.00	166,334.65	61.8
	TOTAL INTERGOVERNMENTAL REVENUE	43,962.89	564,046.47	935,000.00	370,953.53	60.3
<u>MISCELLANEOUS REVENUE</u>						
21-36-100	INTEREST EARNINGS	4,537.08	37,314.05	75,000.00	37,685.95	49.8
21-36-110	INTEREST EARNINGS- 2022 BOND	3,775.45	28,378.81	40,000.00	11,621.19	71.0
	TOTAL MISCELLANEOUS REVENUE	8,312.53	65,692.86	115,000.00	49,307.14	57.1
<u>OTHER REVENUE</u>						
21-38-720	REIMB- SIGNAL @ 800 W 1500 S	.00	80,000.00	.00	( 80,000.00)	.0
21-38-900	MISCELLANEOUS REVENUE	.00	6,137.00	.00	( 6,137.00)	.0
	TOTAL OTHER REVENUE	.00	86,137.00	.00	( 86,137.00)	.0
<u>TRANSFERS</u>						
21-39-100	TRANSFER FROM GENERAL FUND	4,166.67	29,166.68	50,000.00	20,833.32	58.3
21-39-110	TRANSFER FROM GF FOR 2022 BOND	16,666.67	116,666.68	200,000.00	83,333.32	58.3
21-39-900	FUND BALANCE APPROPRIATION	.00	.00	983,507.00	983,507.00	.0
	TOTAL TRANSFERS	20,833.34	145,833.36	1,233,507.00	1,087,673.64	11.8
	TOTAL FUND REVENUE	73,108.76	861,709.69	2,283,507.00	1,421,797.31	37.7
<u>EXPENDITURES</u>						
21-40-310	ENGINEERING SERVICES	2,362.17	25,799.10	30,000.00	4,200.90	86.0
21-40-410	STREET MAINTENANCE	31,446.67	737,394.11	600,000.00	( 137,394.11)	122.9
21-40-415	SIDEWALK MAINTENANCE	19,067.00	57,510.38	100,000.00	42,489.62	57.5
21-40-730	STREET IMPROVEMENTS	.00	.00	1,100,000.00	1,100,000.00	.0
21-40-733	800 W 1500 S TRAFFIC LIGHT	.00	121,700.46	.00	( 121,700.46)	.0
21-40-737	1100W- 2150S TO 2600S WIDENING	18,218.55	68,153.21	.00	( 68,153.21)	.0
21-40-755	TRANSPORTATION MASTER PLAN '24	20,221.90	51,737.00	50,000.00	( 1,737.00)	103.5
21-40-820	2022 ROAD IMP BOND PRINCIPAL	.00	325,000.00	325,000.00	.00	100.0
21-40-830	2022 ROAD IMP BOND INTEREST	.00	41,601.55	78,507.00	36,905.45	53.0
	TOTAL EXPENDITURES	91,316.29	1,428,895.81	2,283,507.00	854,611.19	62.6
	TOTAL FUND EXPENDITURES	91,316.29	1,428,895.81	2,283,507.00	854,611.19	62.6

WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

CLASS C SPECIAL REVENUE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	( 18,207.53)	( 567,186.12)	.00	567,186.12	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

RAP TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TAXES</u>					
23-31-300	RAP TAXES	57,594.67	347,444.16	540,000.00	192,555.84	64.3
	TOTAL TAXES	57,594.67	347,444.16	540,000.00	192,555.84	64.3
	<u>MISCELLANEOUS REVENUE</u>					
23-36-100	INTEREST EARNINGS	2,209.77	13,797.09	22,000.00	8,202.91	62.7
	TOTAL MISCELLANEOUS REVENUE	2,209.77	13,797.09	22,000.00	8,202.91	62.7
	TOTAL FUND REVENUE	59,804.44	361,241.25	562,000.00	200,758.75	64.3
	<u>EXPENDITURES</u>					
23-40-310	PROFESSIONAL & TECHNICAL SERVI	.00	8,954.10	5,000.00	( 3,954.10)	179.1
23-40-611	CULTURAL ACTIVITIES	.00	5,026.64	2,500.00	( 2,526.64)	201.1
23-40-721	BUILDINGS- RESTROOM IMPROVE	.00	.00	45,000.00	45,000.00	.0
23-40-729	BEAUTIFICATION- TREE PROJECTS	.00	.00	50,000.00	50,000.00	.0
23-40-730	PARK IMPROVEMENTS	.00	.00	25,000.00	25,000.00	.0
23-40-731	MILLS PARK CAPITAL IMPROVEMENT	.00	3,925.38	55,000.00	51,074.62	7.1
23-40-732	DOG PARK PROJECT W/ NSL	.00	23,360.00	120,000.00	96,640.00	19.5
23-40-735	BEAUTIFICATION- DECOR/BANNER	.00	275.23	22,000.00	21,724.77	1.3
23-40-736	MILLS PARK TRAIL OVERLAY	.00	21,787.79	21,000.00	( 787.79)	103.8
23-40-740	EQUIPMENT OVER \$5000	.00	23,448.00	36,000.00	12,552.00	65.1
23-40-920	BUDGETED INCREASE TO FUND BAL	.00	.00	180,500.00	180,500.00	.0
	TOTAL EXPENDITURES	.00	86,777.14	562,000.00	475,222.86	15.4
	TOTAL FUND EXPENDITURES	.00	86,777.14	562,000.00	475,222.86	15.4
	NET REVENUE OVER EXPENDITURES	59,804.44	274,464.11	.00	( 274,464.11)	.0



WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

PARK DEVELOPMENT SPEC REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CHARGES FOR SERVICES</u>					
24-34-400	PARK IMPACT FEES	11,716.00	72,064.00	10,000.00	( 62,064.00)	720.6
	TOTAL CHARGES FOR SERVICES	11,716.00	72,064.00	10,000.00	( 62,064.00)	720.6
	<u>MISCELLANEOUS REVENUE</u>					
24-36-100	INTEREST EARNINGS	264.98	1,303.17	1,500.00	196.83	86.9
	TOTAL MISCELLANEOUS REVENUE	264.98	1,303.17	1,500.00	196.83	86.9
	TOTAL FUND REVENUE	11,980.98	73,367.17	11,500.00	( 61,867.17)	638.0
	<u>EXPENDITURES</u>					
24-40-310	PROFESSIONAL & TECHNICAL SERVI	.00	.06	500.00	499.94	.0
24-40-734	PARKS & REC MASTER PLAN UPDATE	.00	.00	2,000.00	2,000.00	.0
24-40-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	9,000.00	9,000.00	.0
	TOTAL EXPENDITURES	.00	.06	11,500.00	11,499.94	.0
	TOTAL FUND EXPENDITURES	.00	.06	11,500.00	11,499.94	.0
	NET REVENUE OVER EXPENDITURES	11,980.98	73,367.11	.00	( 73,367.11)	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

REDEVELOPMENT AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TAXES</u>						
25-31-130	PROPERTY TAX INCREMENT WX3	.00	.00	365,000.00	365,000.00	.0
25-31-140	PROPERTY TAX INCREMENT 2600 S	.00	.00	170,000.00	170,000.00	.0
25-31-150	PROP TAX INCREMENT LEGACY CDA	.00	.00	305,000.00	305,000.00	.0
25-31-160	PROP TAX INCR LEGACY CDA WX/WB	.00	.00	700.00	700.00	.0
	TOTAL TAXES	.00	.00	840,700.00	840,700.00	.0
<u>MISCELLANEOUS REVENUE</u>						
25-36-100	INTEREST EARNINGS	5,060.83	39,448.96	67,000.00	27,551.04	58.9
25-36-300	REPAYMENT OF NOTE RECEIVABLE	.00	3,129.13	2,000.00	( 1,129.13)	156.5
	TOTAL MISCELLANEOUS REVENUE	5,060.83	42,578.09	69,000.00	26,421.91	61.7
	TOTAL FUND REVENUE	5,060.83	42,578.09	909,700.00	867,121.91	4.7
<u>EXPENDITURES</u>						
25-40-110	SALARIES & WAGES	10,293.27	78,496.81	123,646.00	45,149.19	63.5
25-40-112	OVERTIME	19.50	44.46	500.00	455.54	8.9
25-40-130	RETIREMENT	858.97	6,414.36	24,400.00	17,985.64	26.3
25-40-131	GROUP HEALTH INSURANCE	1,012.89	7,836.73	14,044.00	6,207.27	55.8
25-40-132	WORKERS COMP INSURANCE	108.86	763.24	376.00	( 387.24)	203.0
25-40-133	LTD INSURANCE	107.49	756.31	3,715.00	2,958.69	20.4
25-40-134	MEDICARE TAX	163.73	1,269.59	2,034.00	764.41	62.4
25-40-220	PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
25-40-260	ALLOCATION OF CITY HALL EXPENS	5,125.00	35,875.67	61,504.00	25,628.33	58.3
25-40-310	LEGAL SERVICES	.00	100.00	5,000.00	4,900.00	2.0
25-40-311	PROFESSIONAL SERVICES	732.00	4,360.30	30,000.00	25,639.70	14.5
25-40-510	INSURANCE	.00	5,266.47	5,500.00	233.53	95.8
25-40-630	AGREEMENT PMT - PROJECT AREA 1	.00	.00	120,000.00	120,000.00	.0
25-40-631	AGREEMENT PMT - PROJECT AREA 2	.00	.00	100,000.00	100,000.00	.0
25-40-730	SPECIAL PROJECTS	.00	.00	50,000.00	50,000.00	.0
25-40-731	SPECIAL PROJECTS-HOUSING	.00	122.00	200,000.00	199,878.00	.1
	TOTAL EXPENDITURES	18,421.71	141,305.94	741,719.00	600,413.06	19.1
<u>TRANSFERS</u>						
25-90-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	167,981.00	167,981.00	.0
	TOTAL TRANSFERS	.00	.00	167,981.00	167,981.00	.0
	TOTAL FUND EXPENDITURES	18,421.71	141,305.94	909,700.00	768,394.06	15.5
	NET REVENUE OVER EXPENDITURES	( 13,360.88)	( 98,727.85)	.00	98,727.85	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

YOUTH CITY COUNCIL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
26-36-100	INTEREST EARNINGS	195.53	1,412.57	2,300.00	887.43	61.4
26-36-320	YOUTH CITY COUNCIL REVENUE	.00	1,150.00	1,500.00	350.00	76.7
	TOTAL MISCELLANEOUS REVENUE	195.53	2,562.57	3,800.00	1,237.43	67.4
	<u>OTHER REVENUE</u>					
26-38-100	TRANSFERS FROM GENERAL FUND	1,377.08	9,639.57	16,525.00	6,885.43	58.3
	TOTAL OTHER REVENUE	1,377.08	9,639.57	16,525.00	6,885.43	58.3
	TOTAL FUND REVENUE	1,572.61	12,202.14	20,325.00	8,122.86	60.0
	<u>EXPENDITURES</u>					
26-40-132	WORKERS COMP INSURANCE	2.98	1.74	100.00	98.26	1.7
26-40-134	MEDICARE TAX	15.30	107.10	425.00	317.90	25.2
26-40-230	CONFERENCES	.00	.00	9,000.00	9,000.00	.0
26-40-610	MISCELLANEOUS SUPPLIES	.00	81.13	500.00	418.87	16.2
26-40-611	YCC ACTIVITIES	235.16	2,616.52	3,000.00	383.48	87.2
26-40-612	SCHOLARSHIPS	.00	250.00	1,000.00	750.00	25.0
26-40-620	MISC. SERVICES-ADVISORS	200.00	1,400.00	4,800.00	3,400.00	29.2
26-40-990	BUDGETED INCREASE TO FUND BAL	.00	.00	1,500.00	1,500.00	.0
	TOTAL EXPENDITURES	453.44	4,456.49	20,325.00	15,868.51	21.9
	TOTAL FUND EXPENDITURES	453.44	4,456.49	20,325.00	15,868.51	21.9
	NET REVENUE OVER EXPENDITURES	1,119.17	7,745.65	.00	( 7,745.65)	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

COMMUNITY OF PROMISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
27-36-100	INTEREST EARNINGS	392.83	2,746.93	4,800.00	2,053.07	57.2
27-36-310	COMMUNITY OF PROMISE REVENUE	.00	.00	2,000.00	2,000.00	.0
27-36-320	SENIORS LUNCH BUNCH REVENUE	112.00	1,133.41	1,500.00	366.59	75.6
	TOTAL MISCELLANEOUS REVENUE	504.83	3,880.34	8,300.00	4,419.66	46.8
	<u>OTHER REVENUE</u>					
27-38-100	TRANSFER FROM GENERAL FUND	4,725.00	33,075.00	56,700.00	23,625.00	58.3
	TOTAL OTHER REVENUE	4,725.00	33,075.00	56,700.00	23,625.00	58.3
	TOTAL FUND REVENUE	5,229.83	36,955.34	65,000.00	28,044.66	56.9
	<u>EXPENDITURES</u>					
27-40-611	SENIORS-MISC EXPENSE	884.27	4,013.34	9,500.00	5,486.66	42.3
27-40-617	COMMUNITY OF PROMISE EXPENSES	113.99	8,887.13	51,000.00	42,112.87	17.4
27-40-621	LITERACY PROGRAM EXPENSES	.00	.00	4,500.00	4,500.00	.0
	TOTAL EXPENDITURES	998.26	12,900.47	65,000.00	52,099.53	19.9
	TOTAL FUND EXPENDITURES	998.26	12,900.47	65,000.00	52,099.53	19.9
	NET REVENUE OVER EXPENDITURES	4,231.57	24,054.87	.00	( 24,054.87)	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

STATE LIQUOR ALLOTMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>INTERGOVERNMENTAL REVENUE</u>					
28-33-550	STATE LIQUOR REVENUE	.00	.00	12,000.00	12,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	12,000.00	12,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
28-36-100	INTEREST EARNINGS	87.82	1,109.74	2,500.00	1,390.26	44.4
	TOTAL MISCELLANEOUS REVENUE	87.82	1,109.74	2,500.00	1,390.26	44.4
	TOTAL FUND REVENUE	87.82	1,109.74	14,500.00	13,390.26	7.7
	<u>EXPENDITURES</u>					
28-40-112	OVERTIME	.00	.00	5,000.00	5,000.00	.0
28-40-455	SPECIAL DEPARTMENTAL SUPPLIES	.00	.00	3,000.00	3,000.00	.0
28-40-740	EQUIPMENT OVER \$5000	.00	33,519.55	5,000.00	( 28,519.55)	670.4
28-40-990	BUDGETED INCREASE TO FUND BAL	.00	.00	1,500.00	1,500.00	.0
	TOTAL EXPENDITURES	.00	33,519.55	14,500.00	( 19,019.55)	231.2
	TOTAL FUND EXPENDITURES	.00	33,519.55	14,500.00	( 19,019.55)	231.2
	NET REVENUE OVER EXPENDITURES	87.82	( 32,409.81)	.00	32,409.81	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

1960 SOUTH ASSESSMENT AREA

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
41-36-100	INTEREST EARNINGS	34.15	169.08	1,000.00	830.92	16.9
41-36-110	INTEREST EARNED- SLGS ACCOUNT	317.10	2,456.64	4,000.00	1,543.36	61.4
	TOTAL MISCELLANEOUS REVENUE	351.25	2,625.72	5,000.00	2,374.28	52.5
	<u>OTHER REVENUE</u>					
41-38-100	TRANSFER FROM GENERAL FUND	.00	25,640.00	25,640.00	.00	100.0
41-38-800	ACCOUNTS RECEIVABLE PAYMENTS	.00	.00	163,145.00	163,145.00	.0
	TOTAL OTHER REVENUE	.00	25,640.00	188,785.00	163,145.00	13.6
	TOTAL FUND REVENUE	351.25	28,265.72	193,785.00	165,519.28	14.6
	<u>EXPENDITURES</u>					
41-40-310	ENGINEERING SERVICES	.00	.00	5,000.00	5,000.00	.0
41-40-311	LEGAL SERVICES	.00	.00	15,000.00	15,000.00	.0
41-40-312	MISCELLANEOUS EXPENSES	.00	.00	15,000.00	15,000.00	.0
41-40-810	BOND PRINCIPAL PAYMENT	.00	95,000.00	95,000.00	.00	100.0
41-40-820	BOND INTEREST PAYMENT	.00	22,549.75	44,625.00	22,075.25	50.5
41-40-830	BOND AGENT FEES	.00	2,250.00	2,250.00	.00	100.0
41-40-900	BUDGETED INCREASE TO FUND BAL	.00	.00	16,910.00	16,910.00	.0
	TOTAL EXPENDITURES	.00	119,799.75	193,785.00	73,985.25	61.8
	TOTAL FUND EXPENDITURES	.00	119,799.75	193,785.00	73,985.25	61.8
	NET REVENUE OVER EXPENDITURES	351.25	( 91,534.03)	.00	91,534.03	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

CAPITAL IMPROVEMENT DVPMT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
46-36-100	INTEREST EARNINGS	8,348.31	63,189.45	100,000.00	36,810.55	63.2
	TOTAL MISCELLANEOUS REVENUE	8,348.31	63,189.45	100,000.00	36,810.55	63.2
	TOTAL FUND REVENUE	8,348.31	63,189.45	100,000.00	36,810.55	63.2
	<u>EXPENDITURES</u>					
46-40-710	LAND	.00	13,560.00	.00	( 13,560.00)	.0
46-40-720	BUILDINGS	14,248.51	14,890.06	.00	( 14,890.06)	.0
46-40-730	IMPROVEMENTS	.00	2,398.50	.00	( 2,398.50)	.0
46-40-990	BUDGETED INCREASE TO FUND BAL	.00	.00	100,000.00	100,000.00	.0
	TOTAL EXPENDITURES	14,248.51	30,848.56	100,000.00	69,151.44	30.9
	TOTAL FUND EXPENDITURES	14,248.51	30,848.56	100,000.00	69,151.44	30.9
	NET REVENUE OVER EXPENDITURES	( 5,900.20)	32,340.89	.00	( 32,340.89)	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

WATER ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
51-36-100	INTEREST EARNINGS	1,844.73	5,824.20	27,000.00	21,175.80	21.6
51-36-110	INTEREST EARNINGS- TRUST ACCTS	25,875.18	90,302.14	13,000.00	( 77,302.14)	694.6
51-36-500	BOND PROCEEDS- 2025 WTR BOND	.00	.00	7,756,000.00	7,756,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	27,719.91	96,126.34	7,796,000.00	7,699,873.66	1.2
	<u>UTILITY REVENUE</u>					
51-37-100	WATER SALES	186,814.28	1,363,554.84	2,340,229.00	976,674.16	58.3
51-37-305	DELINQUENT FEES	2,780.00	18,320.02	30,000.00	11,679.98	61.1
51-37-310	SHUT OFF FEES	350.00	3,750.00	6,500.00	2,750.00	57.7
51-37-315	RETURNED CHECK FEES	140.00	1,239.00	.00	( 1,239.00)	.0
51-37-400	WATER METER FEES	1,800.00	14,050.00	5,000.00	( 9,050.00)	281.0
	TOTAL UTILITY REVENUE	191,884.28	1,400,913.86	2,381,729.00	980,815.14	58.8
	<u>OTHER REVENUE</u>					
51-38-300	TRANSF FROM WIFF FOR BOND PYMT	11,333.33	79,333.31	136,000.00	56,666.69	58.3
51-38-400	SALE OF FIXED ASSETS	.00	.00	30,000.00	30,000.00	.0
51-38-900	MISCELLANEOUS REVENUE	120.00	84,291.35	4,000.00	( 80,291.35)	2107.3
	TOTAL OTHER REVENUE	11,453.33	163,624.66	170,000.00	6,375.34	96.3
	<u>TRANSFERS, OTHER REVENUE</u>					
51-39-900	FUND BALANCE APPROPRIATION	.00	.00	47,841.00	47,841.00	.0
	TOTAL TRANSFERS, OTHER REVENUE	.00	.00	47,841.00	47,841.00	.0
	TOTAL FUND REVENUE	231,057.52	1,660,664.86	10,395,570.00	8,734,905.14	16.0



WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

WATER ENTERPRISE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
51-40-110 SALARIES AND WAGES	27,519.92	198,495.09	333,983.00	135,487.91	59.4
51-40-111 TEMPORARY LABOR	.00	1,139.02	15,000.00	13,860.98	7.6
51-40-112 OVERTIME	1,356.72	17,677.17	18,000.00	322.83	98.2
51-40-130 RETIREMENT	5,489.91	40,797.63	64,813.00	24,015.37	63.0
51-40-131 GROUP HEALTH INSURANCE	6,341.77	44,240.30	74,482.00	30,241.70	59.4
51-40-132 WORKERS COMP INSURANCE	371.86	2,081.60	3,489.00	1,407.40	59.7
51-40-133 LTD INSURANCE	328.65	2,190.89	5,034.00	2,843.11	43.5
51-40-134 MEDICARE TAX	435.78	3,309.74	10,640.00	7,330.26	31.1
51-40-210 BOOKS, SUBSCRIPTIONS & MEMBERS	396.00	891.00	3,000.00	2,109.00	29.7
51-40-230 SCHOOLS, SEMINARS & TRAINING	.00	575.00	4,500.00	3,925.00	12.8
51-40-240 OFFICE SUPPLIES AND EXPENSE	391.29	690.48	1,500.00	809.52	46.0
51-40-250 EQUIPMENT-SUPPLIES & MAINTENAN	1,032.77	59,274.91	75,500.00	16,225.09	78.5
51-40-252 FUEL PURCHASES	312.32	4,026.71	6,500.00	2,473.29	62.0
51-40-260 ALLOCATION OF CITY HALL EXPENS	15,356.00	107,491.00	184,266.00	76,775.00	58.3
51-40-261 BUILDING & RESERVOIR MAINT	35.47	436.37	11,500.00	11,063.63	3.8
51-40-270 UTILITIES	5,215.88	41,271.63	85,000.00	43,728.37	48.6
51-40-290 ALLOCATION TO PW FACILITY BOND	.00	110,000.00	110,000.00	.00	100.0
51-40-310 PROFESSIONAL & TECHNICAL SERVI	9,681.34	41,067.71	65,000.00	23,932.29	63.2
51-40-510 INSURANCE AND SURETY BONDS	.00	44,306.39	44,500.00	193.61	99.6
51-40-610 MISCELLANEOUS SUPPLIES	697.58	9,020.60	18,000.00	8,979.40	50.1
51-40-620 MISCELLANEOUS SERVICES	4,118.28	28,788.67	55,000.00	26,211.33	52.3
51-40-621 METER READING SERVICES	3,578.64	21,282.21	45,000.00	23,717.79	47.3
51-40-622 WATER PURCHASES	.00	32,502.00	34,000.00	1,498.00	95.6
51-40-650 DEPRECIATION	.00	.00	455,000.00	455,000.00	.0
51-40-730 IMPROVEMENTS	.00	1,539.85	.00	( 1,539.85)	.0
51-40-732 GAC VESSEL REPAIR	.00	208,646.37	225,000.00	16,353.63	92.7
51-40-740 EQUIPMENT	.00	5,787.11	28,000.00	22,212.89	20.7
51-40-741 EQUIPMENT UNDER \$5000	339.99	2,497.19	.00	( 2,497.19)	.0
51-40-961 TRANSFER TO FLEET FUND	5,225.00	36,575.00	62,700.00	26,125.00	58.3
TOTAL EXPENDITURES	88,225.17	1,066,601.64	2,039,407.00	972,805.36	52.3
<u>CAPITAL PROJECTS</u>					
51-61-701 1100W 2150-2600S WTRLINE REPL	21,456.26	790,845.12	1,256,000.00	465,154.88	63.0
51-61-702 WELL #3 REHABILITATION PROJECT	20,043.92	123,381.83	2,500,000.00	2,376,618.17	4.9
51-61-703 1500 S RESERVOIR REPLACE PROJ	35,731.71	104,265.98	4,000,000.00	3,895,734.02	2.6
TOTAL CAPITAL PROJECTS	77,231.89	1,018,492.93	7,756,000.00	6,737,507.07	13.1

WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

WATER ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEBT SERVICE</u>					
51-80-812	2016 BOND PRINCIPAL	.00	376,000.00	376,000.00	.00	100.0
51-80-813	2014 BOND PRINCIPAL	.00	.00	110,000.00	110,000.00	.0
51-80-814	2023 BOND PRINCIPAL	.00	72,000.00	72,000.00	.00	100.0
51-80-822	2016 BOND INTEREST	.00	6,650.00	10,010.00	3,360.00	66.4
51-80-824	2023 BOND INTEREST	.00	13,373.35	25,303.00	11,929.65	52.9
51-80-831	2025 TRUSTEE/COI FEES	.00	48,550.00	.00	( 48,550.00)	.0
51-80-832	2016 TRUSTEE/COI FEES	.00	2,000.00	2,250.00	250.00	88.9
51-80-833	2014 TRUSTEE FEES	.00	.00	2,100.00	2,100.00	.0
51-80-834	2023 TRUSTEE/COI FEES	.00	250.00	2,500.00	2,250.00	10.0
	<u>TOTAL DEBT SERVICE</u>	<u>.00</u>	<u>518,823.35</u>	<u>600,163.00</u>	<u>81,339.65</u>	<u>86.5</u>
	 TOTAL FUND EXPENDITURES	 <u>165,457.06</u>	 <u>2,603,917.92</u>	 <u>10,395,570.00</u>	 <u>7,791,652.08</u>	 <u>25.1</u>
	 NET REVENUE OVER EXPENDITURES	 <u>65,600.46</u>	 <u>( 943,253.06)</u>	 <u>.00</u>	 <u>943,253.06</u>	 <u>.0</u>

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

SOLID WASTE ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
52-36-100	INTEREST EARNINGS	559.94	2,731.28	3,000.00	268.72	91.0
	TOTAL MISCELLANEOUS REVENUE	559.94	2,731.28	3,000.00	268.72	91.0
	<u>UTILITY REVENUE</u>					
52-37-100	GARBAGE PICK UP FEES	60,280.74	421,623.37	725,000.00	303,376.63	58.2
52-37-110	GREEN WASTE PICK UP FEES	13,884.66	96,822.92	165,000.00	68,177.08	58.7
52-37-120	CURBSIDE RECYCLING FEES	24,740.29	173,070.26	300,000.00	126,929.74	57.7
52-37-150	TIPPING DIVERSION CREDITS	.00	19,010.68	50,000.00	30,989.32	38.0
52-37-200	GARBAGE CAN REPLACEMENT FEES	320.00	954.00	2,000.00	1,046.00	47.7
52-37-300	RESIDENTIAL DUMPSTER RENTAL	.00	1,344.08	2,000.00	655.92	67.2
	TOTAL UTILITY REVENUE	99,225.69	712,825.31	1,244,000.00	531,174.69	57.3
	TOTAL FUND REVENUE	99,785.63	715,556.59	1,247,000.00	531,443.41	57.4
	<u>EXPENDITURES</u>					
52-40-110	SALARIES AND WAGES	4,447.07	28,025.99	40,802.00	12,776.01	68.7
52-40-112	OVERTIME	19.50	44.46	200.00	155.54	22.2
52-40-130	RETIREMENT	827.49	5,158.43	7,480.00	2,321.57	69.0
52-40-131	GROUP HEALTH INSURANCE	256.10	2,499.24	3,394.00	894.76	73.6
52-40-132	WORKERS COMP INSURANCE	58.74	257.47	45.00	( 212.47)	572.2
52-40-133	LTD INSURANCE	62.41	331.16	291.00	( 40.16)	113.8
52-40-134	MEDICARE TAX	98.33	597.72	828.00	230.28	72.2
52-40-260	ALLOCATION OF CITY HALL EXPENS	7,265.00	50,855.67	58,955.00	8,099.33	86.3
52-40-290	ALLOCATION TO PW FACILITY CONS	.00	5,000.00	5,000.00	.00	100.0
52-40-310	PROFESSIONAL & TECHNICAL	.00	1,650.00	2,500.00	850.00	66.0
52-40-510	INSURANCE	.00	15,360.58	15,800.00	439.42	97.2
52-40-610	MISCELLANEOUS SUPPLIES	.00	.00	1,000.00	1,000.00	.0
52-40-620	GARBAGE PICK UP EXPENSE	18,944.33	134,034.64	241,800.00	107,765.36	55.4
52-40-621	TIPPING COSTS	.00	149,168.80	378,000.00	228,831.20	39.5
52-40-622	SPRING & FALL CLEAN UP	6,071.47	23,138.52	50,000.00	26,861.48	46.3
52-40-624	CURBSIDE RECYCLING COLLECTION	14,692.59	103,559.15	182,700.00	79,140.85	56.7
52-40-625	GREEN WASTE COLLECTION	9,214.71	64,092.78	105,200.00	41,107.22	60.9
52-40-740	EQUIPMENT OVER \$5000	.00	.00	40,000.00	40,000.00	.0
52-40-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	113,005.00	113,005.00	.0
	TOTAL EXPENDITURES	61,957.74	583,774.61	1,247,000.00	663,225.39	46.8
	TOTAL FUND EXPENDITURES	61,957.74	583,774.61	1,247,000.00	663,225.39	46.8
	NET REVENUE OVER EXPENDITURES	37,827.89	131,781.98	.00	( 131,781.98)	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

WATER IMPACT FEES ENTERP FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
53-36-100	INTEREST EARNINGS	1,828.70	13,736.04	26,000.00	12,263.96	52.8
	TOTAL MISCELLANEOUS REVENUE	1,828.70	13,736.04	26,000.00	12,263.96	52.8
	<u>UTILITY REVENUE</u>					
53-37-200	IMPACT FEES	10,272.00	109,250.00	47,000.00	( 62,250.00)	232.5
	TOTAL UTILITY REVENUE	10,272.00	109,250.00	47,000.00	( 62,250.00)	232.5
	<u>TRANSFERS</u>					
53-39-900	FUND BALANCE APPROPRIATION	.00	.00	96,500.00	96,500.00	.0
	TOTAL TRANSFERS	.00	.00	96,500.00	96,500.00	.0
	TOTAL FUND REVENUE	12,100.70	122,986.04	169,500.00	46,513.96	72.6
	<u>EXPENDITURES</u>					
53-40-310	PROFESSIONAL & TECHNICAL SERVI	.00	.00	12,000.00	12,000.00	.0
53-40-732	IMPROVEMENT WATERLINE PROJECTS	.00	21,170.32	21,500.00	329.68	98.5
53-40-910	TRNSFR TO BND 02/08 RDMPTN FD	11,333.33	79,333.31	136,000.00	56,666.69	58.3
	TOTAL EXPENDITURES	11,333.33	100,503.63	169,500.00	68,996.37	59.3
	TOTAL FUND EXPENDITURES	11,333.33	100,503.63	169,500.00	68,996.37	59.3
	NET REVENUE OVER EXPENDITURES	767.37	22,482.41	.00	( 22,482.41)	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

WATER NO FAULT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
54-36-100	INTEREST EARNINGS	274.89	2,062.14	4,000.00	1,937.86	51.6
	TOTAL MISCELLANEOUS REVENUE	274.89	2,062.14	4,000.00	1,937.86	51.6
	TOTAL FUND REVENUE	274.89	2,062.14	4,000.00	1,937.86	51.6
	<u>TRANSFERS, OTHER</u>					
54-90-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	4,000.00	4,000.00	.0
	TOTAL TRANSFERS, OTHER	.00	.00	4,000.00	4,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	4,000.00	4,000.00	.0
	NET REVENUE OVER EXPENDITURES	274.89	2,062.14	.00	( 2,062.14)	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

STORM DRN FEE ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PERMITS</u>					
56-32-210	STORM DRAIN PERMITS	.00	6,030.00	200.00	( 5,830.00)	3015.0
	TOTAL PERMITS	.00	6,030.00	200.00	( 5,830.00)	3015.0
	<u>CHARGES FOR SERVICES</u>					
56-34-400	STORM DRAIN FEES	66,342.33	463,877.92	796,000.00	332,122.08	58.3
	TOTAL CHARGES FOR SERVICES	66,342.33	463,877.92	796,000.00	332,122.08	58.3
	<u>MISCELLANEOUS REVENUE</u>					
56-36-100	INTEREST EARNINGS	2,343.36	23,116.65	42,624.00	19,507.35	54.2
56-36-105	DELINQUENT FEES	20.00	128.57	.00	( 128.57)	.0
	TOTAL MISCELLANEOUS REVENUE	2,363.36	23,245.22	42,624.00	19,378.78	54.5
	<u>TRANSFERS</u>					
56-39-900	FUND BALANCE APPROPRIATION	.00	.00	389,364.00	389,364.00	.0
	TOTAL TRANSFERS	.00	.00	389,364.00	389,364.00	.0
	TOTAL FUND REVENUE	68,705.69	493,153.14	1,228,188.00	735,034.86	40.2

WOODS CROSS CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

STORM DRN FEE ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
56-40-110	SALARIES AND WAGES	7,376.30	64,570.93	136,613.00	72,042.07	47.3
56-40-130	RETIREMENT	1,641.48	12,348.19	26,394.00	14,045.81	46.8
56-40-131	GROUP HEALTH INSURANCE	2,575.07	17,627.89	31,820.00	14,192.11	55.4
56-40-132	WORKERS COMP INSURANCE	89.50	738.08	1,991.00	1,252.92	37.1
56-40-133	LTD INSURANCE	63.89	675.96	1,525.00	849.04	44.3
56-40-134	MEDICARE TAX	106.80	978.58	3,111.00	2,132.42	31.5
56-40-210	BOOKS, SUBSCRIPTIONS, MEMBERSH	.00	317.00	300.00	( 17.00)	105.7
56-40-230	SCHOOLS, SEMINARS & TRAINING	150.00	345.00	1,500.00	1,155.00	23.0
56-40-250	EQUIPMENT-SUPPLIES & MAINTENAN	.00	3,504.15	2,100.00	( 1,404.15)	166.9
56-40-252	FUEL PURCHASES	66.05	650.75	500.00	( 150.75)	130.2
56-40-260	ALLOCATION OF CITY HALL EXPENS	6,866.00	48,061.67	82,390.00	34,328.33	58.3
56-40-290	ALLOCATION TO PW FACILITY BOND	.00	85,000.00	85,000.00	.00	100.0
56-40-310	PROFESSIONAL & TECHNICAL	12,246.17	39,342.56	65,000.00	25,657.44	60.5
56-40-510	INSURANCE AND SURETY BONDS	.00	2,754.90	3,000.00	245.10	91.8
56-40-610	MISCELLANEOUS SUPPLIES	.00	677.60	5,000.00	4,322.40	13.6
56-40-620	MISCELLANEOUS SERVICES	8,405.00	30,315.00	100,000.00	69,685.00	30.3
56-40-650	DEPRECIATION	.00	.00	130,000.00	130,000.00	.0
56-40-730	IMPROVEMENTS	.00	.00	3,000.00	3,000.00	.0
56-40-733	CROSSROADS STORM DRAIN	.00	.00	151,944.00	151,944.00	.0
56-40-740	EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
56-40-961	TRANSFER TO FLEET FUND	3,500.00	24,500.00	42,000.00	17,500.00	58.3
TOTAL EXPENDITURES		43,086.26	332,408.26	878,188.00	545,779.74	37.9
<u>CAPITAL PROJECTS</u>						
56-61-701	1200 SOUTH STORM DRAIN INSTALL	73,708.32	375,323.69	350,000.00	( 25,323.69)	107.2
TOTAL CAPITAL PROJECTS		73,708.32	375,323.69	350,000.00	( 25,323.69)	107.2
TOTAL FUND EXPENDITURES		116,794.58	707,731.95	1,228,188.00	520,456.05	57.6
NET REVENUE OVER EXPENDITURES		( 48,088.89)	( 214,578.81)	.00	214,578.81	.0

WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

STORM DRAIN IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CHARGES FOR SERVICES</u>					
57-34-400	STORM DRAIN IMPACT FEES	6,212.00	58,168.94	35,000.00	( 23,168.94)	166.2
	TOTAL CHARGES FOR SERVICES	6,212.00	58,168.94	35,000.00	( 23,168.94)	166.2
	<u>MISCELLANEOUS REVENUE</u>					
57-36-100	INTEREST EARNINGS	2,019.24	14,437.03	22,500.00	8,062.97	64.2
	TOTAL MISCELLANEOUS REVENUE	2,019.24	14,437.03	22,500.00	8,062.97	64.2
	TOTAL FUND REVENUE	8,231.24	72,605.97	57,500.00	( 15,105.97)	126.3
	<u>EXPENDITURES</u>					
57-40-310	PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
57-40-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	52,500.00	52,500.00	.0
	TOTAL EXPENDITURES	.00	.00	57,500.00	57,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	57,500.00	57,500.00	.0
	NET REVENUE OVER EXPENDITURES	8,231.24	72,605.97	.00	( 72,605.97)	.0



WOODS CROSS CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JANUARY 31, 2026

FLEET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
61-36-100	INTEREST EARNINGS	2,426.53	19,117.23	36,000.00	16,882.77	53.1
	TOTAL MISCELLANEOUS REVENUE	2,426.53	19,117.23	36,000.00	16,882.77	53.1
	<u>OTHER REVENUE</u>					
61-38-400	SALE OF FIXED ASSETS	.00	.00	125,000.00	125,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	125,000.00	125,000.00	.0
	<u>TRANSFERS</u>					
61-39-151	TRANSFERS FROM GF CITY HALL	600.00	4,200.00	7,200.00	3,000.00	58.3
61-39-160	TRANSFERS FROM GF POLICE DEPT	15,000.00	105,000.00	180,000.00	75,000.00	58.3
61-39-171	TRANSFERS FROM GF STREETS DEPT	8,500.00	59,500.00	102,000.00	42,500.00	58.3
61-39-183	TRANSFERS FROM GF PARKS DEPT	3,000.00	21,000.00	36,000.00	15,000.00	58.3
61-39-510	TRANSFERS FROM WATER FUND	5,225.00	36,575.00	62,700.00	26,125.00	58.3
61-39-560	TRANSFERS FROM STORMWATER FUND	3,500.00	24,500.00	42,000.00	17,500.00	58.3
61-39-900	FUND BALANCE APPROPRIATION	.00	.00	506,290.00	506,290.00	.0
	TOTAL TRANSFERS	35,825.00	250,775.00	936,190.00	685,415.00	26.8
	TOTAL FUND REVENUE	38,251.53	269,892.23	1,097,190.00	827,297.77	24.6
	<u>VEHICLE PURCHASES</u>					
61-70-160	VEHICLE PURCHASE- GF POLICE	.00	.00	340,000.00	340,000.00	.0
61-70-510	VEHICLE PURCHASE- WATER FUND	15,629.00	70,734.00	105,000.00	34,266.00	67.4
	TOTAL VEHICLE PURCHASES	15,629.00	70,734.00	445,000.00	374,266.00	15.9
	<u>LEASE PAYMENTS</u>					
61-80-151	LEASE PAYMENTS- GF CITY HALL	562.58	3,938.06	6,756.00	2,817.94	58.3
61-80-160	LEASE PAYMENTS- GF POLICE DEPT	72,706.59	253,295.94	432,954.00	179,658.06	58.5
61-80-171	LEASE PAYMENTS- GF STREET DEPT	20,745.46	55,737.78	111,624.00	55,886.22	49.9
61-80-183	LEASE PAYMENTS- GF PARKS DEPT	1,924.29	13,470.03	52,894.00	39,423.97	25.5
61-80-510	LEASE PAYMENTS- WATER FUND	1,156.56	20,661.62	29,525.00	8,863.38	70.0
61-80-560	LEASE PAYMENTS- STORM WTR FUND	295.01	2,065.07	18,437.00	16,371.93	11.2
	TOTAL LEASE PAYMENTS	97,390.49	349,168.50	652,190.00	303,021.50	53.5
	TOTAL FUND EXPENDITURES	113,019.49	419,902.50	1,097,190.00	677,287.50	38.3
	NET REVENUE OVER EXPENDITURES	( 74,767.96)	( 150,010.27)	.00	150,010.27	.0

# Council Reports

## Directions to Staff

# Redevelopment Agency Meeting (RDA)

**WOODS CROSS REDEVELOPMENT AGENCY MEETING  
MAY 20, 2025**

The minutes of the Woods Cross Redevelopment Agency meeting held May 20, 2025, in the Woods Cross City Hall located at 1555 South 800 West, Woods Cross, Utah.

**CONDUCTING:**

Chairman Ryan Westergard

**BOARD MEMBERS PRESENT:**

Ryan Westergard, Chairman  
Julie Checketts  
Jim Grover

Eric Jones  
Wally Larrabee  
Gary Sharp

**STAFF PRESENT:**

Bryce Haderlie, Executive Director  
Annette Hanson, City Recorder  
Sam Christiansen, Public Works Director  
Curtis Poole, Community Development Director  
LaCee Bartholomew

James Bigelow, Police Chief  
John Filler, Public Works

**PUBLIC ATTENDANCE:**

LeGrande Blackley  
Don Schrader

**CONSIDERATION TO APPROVE RDA MINUTES**

The Chairman called for the review of the RDA minutes from the RDA meeting held 4/1//25.

Following the review of the minutes, Ms. Checketts made a motion to approve the minutes as written with Mr. Sharp seconding the motion and all voted in favor of the motion through a roll call vote.

**PUBLIC HEARING: PROPOSED OPENING AND AMENDING OF THE FY 2025 BUDGET  
REDEVELOPMENT (RDA) FUNDS**

The Executive Director noted the following for the RDA Board:

“This action is to hold the public hearing for the Amendment of the FY25 Redevelopment Area Budget and to adopt the resolution amending the budget as described below.

“The proposed amended FY25 RDA Budget is attached and reflects the activities over the past 12 months. The changes include the actual revenue collected in the RDA districts, adjustments to some of the actual wage and benefit lines, the liability insurance paid by the RDA, and reimbursement payments to the 2425 South Community Reinvestment Project (Performance Ford) and the 2600 South Community Development Area (OTG) Woods Crossing/Smith’s Development) as authorized in the agreements with the two entities.

“The RDA has funded two foundation repairs this year. We completed Peery family for \$100,000 and the second CDBG grant to Pat Child where the CDBG grant will cover \$115,000.00 and the RDA will cover the balance of the project that is estimated to be \$14,984.00.”

**OFFICIAL MINUTES  
WOODS CROSS REDEVELOPMENT AGENCY MEETING  
MAY 20, 2025  
PAGE 2**

There were no questions or comments from the Board.

Chairman Westergard then opened the public hearing on this matter.

There were no public comments, and Chairman Westergard closed the public hearing.

**CONSIDERATION TO ADOPT RESOLUTION 2025-145 OPENING AND AMENDING THE FY 2025 RDA AGENCY BUDGET**

Following the above information given and the public hearing, Mr. Larrabee made a motion to adopt resolution 2025-145 opening and amending the FY2025 RDA Agency Budget. Ms. Checketts seconded the motion, and all voted in favor of the motion through a roll call vote.

**PUBLIC HEARING: CONSIDERATION TO ADOPT FY 2026 RDA FINAL BUDGET**

The Executive Director then noted the following for the RDA Board:

“The FY26 RDA Budget (Fund 25) is attached and outlines the anticipated activities for the next 12 months starting July 1, 2025, to June 30, 2026. This reflects a balanced budget and following a public hearing required by law and staff recommends that the budget be approved as presented.”

There were no questions or comments from the Board.

Chairman Westergard then opened the public hearing on this matter.

There were no public comments, and Chairman Westergard closed the public hearing.

**CONSIDERATION TO ADOPT RESOLUTION 2025-146 APPROVING THE FY 2026 RDA BUDGET**

Following the above information given and the public hearing, Mr. Sharp made a motion to adopt resolution 2025-146 approving the FY 2026 RDA budget as presented. Mr. Grover seconded the motion, and all voted in favor of the motion through a roll call vote.

**ADJOURN RDA MEETING**

There being no further business before the RDA Board, Ms. Checketts made a motion to adjourn the RDA meeting at 8:05 PM with Mr. Jones seconding the motion and all voted in favor of the motion.

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Ryan Westergard, Chairman

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Annette Hanson, City Recorder

# Memo

To: Woods Cross RDA Board

From: Sam Christiansen, Public Works Director

Date: February 11, 2026

Re: Consideration to Approve Resolution Authorizing Grant for David Ghizzone home located at 1227 S 1050 W S in Woods Cross and Award Repair Bid to BASEco Foundation and Concrete Solutions

---



Staff is recommending approval for the RDA subsidence grant to pay \$39,984 in conjunction with the Davis County CDBG grant for \$150,000 to be awarded to David Ghizzone for the FY25-26 Subsidence Application period. Our City Engineer, Greg Seegmiller, and I inspected the homes with the most damage and, through a scoring process, determined that the Ghizzone home needed the most repair.

In accordance with the Community Development Block Grant requirements, bids were solicited, and BASEco Foundation and Concrete Solutions were the successful bidders for the project at a price of \$189,984. We recommend that the RDA board approve the grant and award the bid to BASEco, as outlined in the attached documents.

## **RDA RESOLUTION 2026-147**

### **A RESOLUTION TO APPROVE A GRANT AND CONTRACT TO PIER THE HOME LOCATED AT 1227 S 1050 W S IN WOODS CROSS CITY**

**WHEREAS,** Woods Cross City has an area of the city where homes are being affected by subsidence; and

**WHEREAS,** the property values of this area of the city are being affected and the City desires to preserve the neighborhood; and

**WHEREAS,** Woods Cross City, through the Redevelopment Agency (RDA) desires to apply R D A funding to mitigate the effects of the soil subsidence on the affected homes in the neighborhood.

**NOW, THEREFORE, BE IT RESOLVED,** by the RDA Board of Woods Cross City, Utah authorizes that:

1. A \$39,984 RDA grant be combined with the \$150,000 CDBG grant from Davis County to pier the home of David Ghizzone, located at 1227 S 1050 W S following the requirements outlined in the Participation Agreement and the CDBG regulations.
2. That the bid to repair the home be awarded to BASEco Foundation and Concrete Solutions for \$189,984 as outlined in the attached documents.
3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED BY THE RDA BOARD OF WOODS CROSS CITY,  
STATE OF UTAH, ON THIS 17th DAY OF FEBRUARY 2026.**

**WOODS CROSS CITY**

**ATTEST:**

\_\_\_\_\_  
**Ryan Westergard, Chair**

\_\_\_\_\_  
**Annette Hanson, City Recorder**

#### **VOTING:**

<b>Julie Checketts</b>	<b>Yea</b> _____	<b>Nay</b> _____
<b>Eric Jones</b>	<b>Yea</b> _____	<b>Nay</b> _____
<b>Wallace Larrabee</b>	<b>Yea</b> _____	<b>Nay</b> _____
<b>Eric Jones</b>	<b>Yea</b> _____	<b>Nay</b> _____
<b>Rachel Peterson</b>	<b>Yea</b> _____	<b>Nay</b> _____
<b>Ryan Westergard</b>	<b>Yea</b> _____	<b>Nay</b> _____ [tie vote only]



February 11, 2026

Mr. Sam Christiansen  
Woods Cross City Corporation

**RE: 2025 CDBG Subsidence Mitigation Project – BID REVIEW AND SUMMARY**

Dear Sam:

On February 9, 2026, the City of Woods Cross received one bid for the 2025 CDBG Subsidence Mitigation Project. The apparent low and responsive bid was submitted by BaseCo with a total price of \$189,984.00.

We have reviewed the bids to determine general compliance with the administrative requirements for bidding (i.e. whether each bid received was responsive) based on the following:

- Bid received on time in a properly sealed envelope.
- Addenda, if any, properly acknowledged, and Bid signed.
- Bid Proposal with Bid Schedule completed in general conformance with the Instructions to Bidders.
- Bid Security included. *\*This was provided as a cashiers check.*
- Bidder's Utah Contractor License number included.

The Bid documents for all Bidders appear to be complete. J-U-B verified the status of the Utah Division of Professional Licensing for BaseCo. We reviewed the license status on the Utah Division of Professional Licensing website on February 11, 2026 for all listed contractors and subcontractors. Our review did not include verification of the Bidder's business legal status, the signatory's authority to sign, or other possible reasons for considering the bids unresponsive.

We recommend that you work with your legal counsel to review the Bids and conduct any further review that is warranted to determine the final award status. A copy of the bid from BaseCo is **enclosed** for reference. Based on preliminary discussions with you, we understand you do intend to award the Base Bid. The Notice of Award, Agreement, and Notice to Proceed documents have been prepared accordingly and are **enclosed** for your use. If the City chooses to award the project to BaseCo, a complete set of award documents will be prepared.

If you would like to discuss our review or have additional questions, please do not hesitate to contact me.

Sincerely,

James Strong  
J-U-B ENGINEERS, Inc.



## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Residence Piering	LS	1		\$189,984.00
Total of All Unit Price Bid Items			\$	189,984.00	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor's License No.: XXXXXXXXXX 8803713-5501

## ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

BASEco

By:

[Signature]



[Printed name]

Rock Jefferies

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Grant Anderson

Title:

Project Manager

Submittal Date:

2/9/2020

Address for giving notices:

BASEco

4950 Bonnyview Ave.

Murray, UT 84107

Telephone Number:

801 200 3200

Fax Number:

Contact Name and e-mail address:

Grant Anderson

grant@baseco.net

Bidder's License No.:

16550

(where applicable)

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <u>BASEco</u> Address (principal place of business): <u>4950 Bonnyview Ave.</u> <u>Murray, UT 84107</u>	<b>Surety</b> Name: <u>BASEco</u> Address (principal place of business): <u>4950 Bonnyview Ave</u> <u>Murray, UT 84107</u>
<b>Owner</b> Name: <b>Woods Cross City</b> Address (principal place of business): <b>2287 South 1200 West</b> <b>Woods Cross, UT 84087</b>	<b>Bid</b> Project (name and location): <b>2025 CDBG – Residence Piering</b> <b>Woods Cross, UT</b>  Bid Due Date: <b>February 9, 2025</b>
<b>Bond</b> Penal Sum: <u>\$ 9499.20</u> Date of Bond: <u>2/9/2026</u>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <u>BASEco Inc.</u> <small>(Full formal name of Bidder)</small>	<b>Surety</b> <u>BASEco Inc.</u> <small>(Full formal name of Surety) (corporate seal)</small>
By: <u>[Signature]</u> <small>(Signature)</small>	By: <u>[Signature]</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Grant Anderson</u> <small>(Printed or typed)</small>	Name: <u>Rock Jefferies</u> <small>(Printed or typed)</small>
Title: <u>Project Manager</u>	Title: <u>President</u>
Attest: <u>[Signature]</u> <small>(Signature)</small>	Attest: <u>[Signature]</u> <small>(Signature)</small>
Name: <u>Crystal Biersteal</u> <small>(Printed or typed)</small>	Name: <u>Crystal Kiersteal</u> <small>(Printed or typed)</small>
Title: <u>Operations Manager</u>	Title: <u>Operations Manager</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Residence Piering	LS	1		\$189,984.00
Total of All Unit Price Bid Items			\$	189,984.00	

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor's License No.: XXXXXXXXXX 8803713-5501

## ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

BASEco

By:

[Signature]



[Printed name]

Rock Jefferies

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Grant Anderson

Title:

Project Manager

Submittal Date:

2/9/2020

Address for giving notices:

BASEco

4950 Bonnyview Ave.

Murray, UT 84107

Telephone Number:

801 200 3200

Fax Number:

Contact Name and e-mail address:

Grant Anderson

grant@baseco.net

Bidder's License No.:

16550

(where applicable)

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <u>BASEco</u> Address (principal place of business): <u>4950 Bennyview Ave.</u> <u>Murray, UT 84107</u>	<b>Surety</b> Name: <u>BASEco</u> Address (principal place of business): <u>4950 Bennyview Ave</u> <u>Murray, UT 84107</u>
<b>Owner</b> Name: <b>Woods Cross City</b> Address (principal place of business): <b>2287 South 1200 West</b> <b>Woods Cross, UT 84087</b>	<b>Bid</b> Project (name and location): <b>2025 CDBG – Residence Piering</b> <b>Woods Cross, UT</b>  Bid Due Date: <b>February 9, 2025</b>
<b>Bond</b> Penal Sum: <u>\$ 9499.20</u> Date of Bond: <u>2/9/2026</u>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <u>BASEco Inc.</u> <small>(Full formal name of Bidder)</small>	<b>Surety</b> <u>BASEco Inc.</u> <small>(Full formal name of Surety) (corporate seal)</small>
By: <u>[Signature]</u> <small>(Signature)</small>	By: <u>[Signature]</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Grant Anderson</u> <small>(Printed or typed)</small>	Name: <u>Rock Jefferies</u> <small>(Printed or typed)</small>
Title: <u>Project Manager</u>	Title: <u>President</u>
Attest: <u>[Signature]</u> <small>(Signature)</small>	Attest: <u>[Signature]</u> <small>(Signature)</small>
Name: <u>Crystal Kiersteal</u> <small>(Printed or typed)</small>	Name: <u>Crystal Kiersteal</u> <small>(Printed or typed)</small>
Title: <u>Operations Manager</u>	Title: <u>Operations Manager</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Woods Cross City** ("Owner") and **BASEco** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. The project consists of rising residential structures with piers due to settlement issues.
- B. Work and materials must comply with BABA Act requirements if total project costs exceed \$200,000

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2025 CDBG – Residence Piering**

## ARTICLE 3—ENGINEER

3.01 The Owner has retained **J-U-B ENGINEERS, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **J-U-B ENGINEERS, Inc.**

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before **June 1, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **June 15, 2026**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.



Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work **\$189,948.00**.  
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and
  - D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 6—PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.



1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. **95** percent of the value of the Work completed (with the balance being retainage).
    - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Interest*

- A. All amounts not paid when due will bear interest at the maximum legal rate percent per annum.

### ARTICLE 7—CONTRACT DOCUMENTS

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Addenda (numbers **[0]** to **[0]**, inclusive).
  7. Exhibits to this Agreement (enumerated as follows):
    - a. **None**

8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 *Contractor's Representations***

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

Woods Cross City

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Woods Cross City

2287 South 1200 West

Woods Cross, Utah 84087

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

## NOTICE TO PROCEED

Owner: Woods Cross City Owner's Project No.: \_\_\_\_\_  
Engineer: J-U-B ENGINEERS, Inc. Engineer's Project No.: RP-25-00364  
Contractor: BASEco Contractor's Project No.: \_\_\_\_\_  
Project: 2025 CDBG – Residence Piering  
Contract Name: 2025 CDBG – Residence Piering  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **June 1, 2025**, and the date by which readiness for final payment must be achieved is **June 15, 2025**

Before starting any Work at the Site, Contractor must comply with the following:

- Acquire proper permits

Owner: **Woods Cross City**  
By (signature): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

Copy: Engineer

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

David Ghizzone  
1227 S 1050 W

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

## **1. BACKGROUND**

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

## **2. DEFINITIONS**

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

### **2.1 APPROVED CONTRACTOR**

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

## **2.2 REMEDIATION WORK**

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

## **2.3 REPAIR CONTRACT**

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

## **2.4 REPAIR PRICE**

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

# **3. HOMEOWNER OBLIGATIONS**

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

## **3.1 SOLICITATION OF REPAIR CONTRACT(S)**

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

## **3.2 HOMEOWNER CONTRIBUTION**

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

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

**3.3 VERIFICATION OF QUALIFICATIONS**

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

**3.4 CURRENT ON CITY OBLIGATIONS**

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

**3.5 CODE COMPLIANCE**

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

**3.6 NOTIFY COUNTY ASSESSOR**

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

**4. APPROVAL OF REPAIR CONTRACT**

**4.1 APPROVAL CRITERIA**

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

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



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

#### **4.2 HOMEOWNER REQUIREMENTS**

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

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

#### **4.3 AVAILABLE AGENCY FUNDS**

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

### **5. PAYMENT BY THE AGENCY**

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

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

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

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

## 6. TERMINATION

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

## 7. INDEMNIFICATION

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

## 8. RELEASE

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

## 9. NO LIABILITY OF OFFICIALS OR EMPLOYEES

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

10. COUNTERPARTS/SIGNATURES

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

11. GOVERNING LAW/VENUE

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

12. INTEGRATION/WAIVER

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

13. ASSIGNMENT

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

14. SEVERABILITY

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

15. NO PARTNERSHIP

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

16. ASSIGNMENT OF RIGHTS

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

17. MISCELLANEOUS

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

*[End of Terms – Signature Page Follows]*

This Participation Agreement is agreed to as of Dec 16, 2025 by:

AGENCY:

Bryce K Haderlie  
Bryce K Haderlie, Executive Director

Attest:

Annette Hanson  
Secretary

HOMEOWNER(S): David Ghizzone

Signature:

David Ghizzone

Date:

12-15-25

Printed Name:

David Ghizzone

"Home" address: 1227 S 1050 W, Woods Cross, UT



**Exhibit A**  
***Authorizing Resolution***  
***(attached)***

**Board of Davis County Commissioners**  
**AGENDA ITEM SUMMARY**

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**Agenda Item Type:** Agenda Item  
**Department:** Community & Economic Development - Economic Development  
**Presenter:** Kent Andersen, Director  
**Agenda Item:** Approval of an Agreement with Woods Cross City for a 2025-2026 Community Development Block Grant (CDBG) Home Rehabilitation Project

**Financial Information:**

- Type: Payable
- Amount: \$150,000.00

**Terms:**

- Beginning Date: 07/01/2025
- Ending Date: 06/30/2026

**Additional Financial Terms:**

- GL Account Number: 2910290-540274
- Davis County Match: N/A
- Additional Financial Information: Davis County received an allocation from the United States Department of Housing and Urban Development (HUD) in the amount of \$936,639.00 which will be used to fund this contract.

**Attachments:**

1. Woods Cross 2025-2026 CDBG Subrecipient Agreement for Commission

**2026-72**

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Submitted by: Ryan Steinbeigle, Grants Administrator  
Requested meeting date: 1/13/2026

**RESOLUTION 2025-956**

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

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

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

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

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

**Adopted by the Woods Cross City Council this 16th day of December 2025.**

**WOODS CROSS CITY  
A MUNICIPAL CORPORATION**

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

**ATTEST:**

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

Voting:

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

[tie vote only]



#2026-0072



## **SUBRECIPIENT AGREEMENT TO CONDUCT A COMMUNITY DEVELOPMENT PROJECT**

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

### **RECITALS**

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

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

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

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

### **GENERAL PROVISIONS**

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

Attachment I - Statement of Work

Attachment II – Budget

Attachment III – Subrecipient Score Card

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

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

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

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

5. **Period of Performance.**

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

## **6. Budget.**

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

## **7. Funding Amount/Payment.**

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

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

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

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

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

9. **Special Conditions (Reserved).**

10. **General Conditions.**

A. **General Compliance.**

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

(k) CFDA number and name; Dollar amount under federal award; and CFDA number at time of disbursement: 14.218, Community Development Block Grant (CDBG): \$936,639.00.

(l) Indirect cost rate for the Federal award: subrecipient shall refer to 2 CFR § 200.413.

(2) Subrecipient Certifications. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at: <https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>.

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

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

**D. Insurance for contracts over \$50,000 and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

(1) General insurance requirements for all policies.

(a) Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.

(b) In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.

(c) Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.

- (d) In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.
  - (e) In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.
- (2) Required insurance policies. Subrecipient agrees to comply with the insurance requirements of 2 CFR Part 200 and secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subparagraph:
- (a) Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of their employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
  - (b) Commercial general liability insurance, on an occurrence form, with the following minimum limits—\$1,000,000 per occurrence, \$10,000 medical expense (any one person), \$2,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products completed operations policy aggregate. The policy shall protect Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. Similar coverage through an indemnity pool or governmental trust may be accepted by County if presented by Subrecipient and approved by County.
  - (c) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 for combined single limit each occurrence.
- E. Bond Requirements.** If the Project(s) involves construction or rehabilitation costing \$50,000 or more, Subrecipient shall require that contractors furnish, at the contractors' expense, a separate bid bond equal to 5% of the bid price, and performance bond and payment bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds

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

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

**G. Amendments.**

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

**H. Suspension and Termination.**

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



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



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

## 11. Administrative Requirements.

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

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

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

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

**F. Reasonable Costs**

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

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

**G. Allocable Costs**

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

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

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

#### **H. Documentation and Record-Keeping.**

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

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

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

#### **I. Reporting and Payment Procedures.**

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

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

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

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

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

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

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

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

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

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

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

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

### **13. Personnel & Participant Conditions.**

#### **A. Civil Rights.**

##### **(1) Nondiscrimination and Equal Opportunity.**

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

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

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

**B. Affirmative Action.**

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



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

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

**C. Employment Restrictions.**

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

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

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

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

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

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

#### **D. Conduct.**

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

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

(2) Subcontracts.

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

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

(8) Public Funds and Public Monies.

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

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

(9) Lobbying. Subrecipient hereby certifies that:

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

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

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

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

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

**15. Environmental Conditions.**

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

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

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

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

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

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

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

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

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

DAVIS COUNTY

John Crofts

John Crofts (Jan 13, 2026 14:10:22 MST)

John V. Crofts, Chair

Board of Davis County Commissioners

Date 01/13/2026

ATTEST:

Rebecca Abbott for

Rebecca Abbott for (Jan 13, 2026 14:52:59 MST)

Brian McKenzie

Davis County Clerk

Date: 01/13/2026

REVIEWED AND APPROVED AS TO PROPER FORM:

Neal Geddes

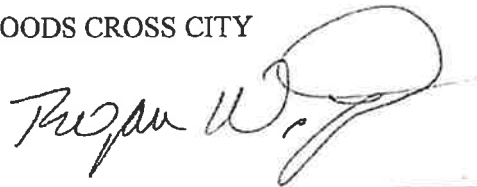
Neal Geddes (Jan 13, 2026 15:01:32 MST)

Davis County Attorney's Office




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

WOODS CROSS CITY



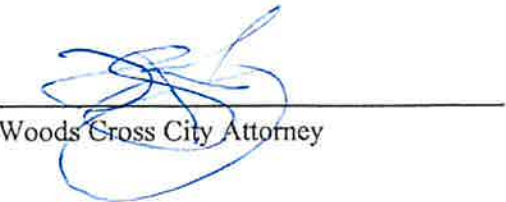
Printed Name: Ryan Westergard  
Title: Mayor  
Date: 12/16/2025

ATTEST:



Printed Name: Annette Hanson  
Title: City Recorder  
Date: 12/16/25

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



Woods Cross City Attorney

## ATTACHMENT I

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

### PROJECT STATEMENT OF WORK

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

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

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

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

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

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

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

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

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

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

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

**Subrecipient Scorecard:**

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

**Performance Evaluation Plan:**

In regard to the Subrecipient Scorecard:

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

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

**REPORTING:**

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

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

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

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

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

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

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

## ATTACHMENT II

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

### PROJECT BUDGET

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

**TOTAL CDBG EXPENDITURES: \$150,000**

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

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

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

**ATTACHMENT III**

**Subrecipient Score Card**

#2026-0072

Program Management	Goal	Explanation	A 100%	B 75%	C 50%	D 25%	F 0%	Agency Score	Comments
Program Management	Agency Submits Quarterly Reports On-time	Quarterly reporting is submitted to the on-time and correctly	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Adhering to Project Schedule on Gantt Chart	Updates to Gantt Chart timelines need to be communicated to and approved by County staff	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Agency Submits Quarterly Billing On-time	Billings are submitted to the County with all the necessary documentation	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Agency is Progressively Spending Down Allocated Funds	Agency is on-track to spend down funds in the Program Year	Spending is on track as anticipated	Factors have affected anticipated project, but a reasonable plan has been communicated to fully expend	Factors have affected anticipated project, but a reasonable plan has been communicated to fully expend a majority of the award	Factors have affected anticipated project implementation, and although a plan has been communicated to expend a majority of the award Davis Co has concerns	Factors have affected anticipated project implementation, and although a plan has been communicated to expend a majority of the award Davis Co has concerns		
Outcome Performance	Agency is Achieving Outcome Set in Application	Agency is meeting the outcomes identified in the application	Meeting or Exceeding Anticipated Progress to Date on Goals	Factors have affected the anticipated outcomes to date, but a reasonable plan has been communicated to meet original goals	Factors have affected the anticipated outcomes, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County.	Factors have affected the anticipated outcomes, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic	Factors have affected the anticipated outcomes, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic		
Outcome Performance	Achieving Clients to be Served	Progress towards goals as stated in COBG application	Meeting or Exceeding Anticipated Progress to Date on Goals	Factors have affected the number of clients anticipated to be served, but a reasonable plan has been communicated to meet original goals	Factors have affected the anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County.	Factors have affected the anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic	Factors have affected the anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic		
Compliance Monitoring	Outstanding Compliance Monitoring Issues	Financial Audits Findings, issues with policies & procedures, etc.	No Findings or Concerns; No minimal # of recommendations	No Findings or Concerns; No minimal # of recommendations	No Findings or Concerns are moderate in number and/or severity but can be remedied	1 or more Findings and/or Concerns are moderate or numerous enough to risk current or future funding	Multiple and/or Significant Findings and/or Concerns are numerous enough to risk current or future funding		
Compliance Monitoring	Conformance with Labor Standards (i.e., Davis-Bacon)		Proactively Responsive		Somewhat responsive to Labor Standards Process		Makes no effort to confirm		
Compliance Monitoring	Responsiveness to the request to monitor, monitor requests and related requests		Proactively Responsive	Responsive	Mostly Responsive	Reluctantly Responsive	Not Responsive		
Responsiveness	Submit any additional requested documents in a timely manner	(i.e., Contact documents, etc.)	By the requested Date	Within 5 business days after the due date	Within 10 business days after the due date	Within 15 business days after the due date	20+ business days after the due date		

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

David Ghizzone  
1227 S 1050 W

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

### 1. BACKGROUND

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

### 2. DEFINITIONS

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

#### 2.1 **APPROVED CONTRACTOR**



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

## **2.2 REMEDIATION WORK**

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

## **2.3 REPAIR CONTRACT**

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

## **2.4 REPAIR PRICE**

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

## **3. HOMEOWNER OBLIGATIONS**

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

### **3.1 SOLICITATION OF REPAIR CONTRACT(S)**

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

### **3.2 HOMEOWNER CONTRIBUTION**

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

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

### **3.3 VERIFICATION OF QUALIFICATIONS**

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

### **3.4 CURRENT ON CITY OBLIGATIONS**

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

### **3.5 CODE COMPLIANCE**

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

### **3.6 NOTIFY COUNTY ASSESSOR**

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

## **4. APPROVAL OF REPAIR CONTRACT**

### **4.1 APPROVAL CRITERIA**

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

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

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

## 4.2 HOMEOWNER REQUIREMENTS

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

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

## 4.3 AVAILABLE AGENCY FUNDS

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

## 5. PAYMENT BY THE AGENCY

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

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

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

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

## 6. TERMINATION

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

## 7. INDEMNIFICATION

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

## 8. RELEASE

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

## 9. NO LIABILITY OF OFFICIALS OR EMPLOYEES

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

### 10. COUNTERPARTS/SIGNATURES

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

### 11. GOVERNING LAW/VENUE

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

### 12. INTEGRATION/WAIVER

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

### 13. ASSIGNMENT

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

### 14. SEVERABILITY

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

### 15. NO PARTNERSHIP

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

### 16. ASSIGNMENT OF RIGHTS

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

### 17. MISCELLANEOUS

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

*[End of Terms – Signature Page Follows]*

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This Participation Agreement is agreed to as of Dec 16, 2025 by:

AGENCY:

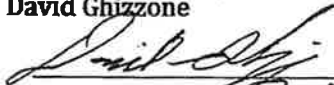
  
Bryce K Haderlie, Executive Director

Attest:

  
Secretary

HOMEOWNER(S): David Ghizzone

Signature:



Date:

12-15-25

Printed Name:

David Ghizzone

"Home" address: 1227 S 1050 W, Woods Cross, UT



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Exhibit A

*Authorizing Resolution*

*(attached)*