



WOODS CROSS CITY COUNCIL AGENDA

Tuesday, March 3, 2026 • 6:30 pm–Council Chambers Woods Cross City Hall

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

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|---|------------------------|
| INVOCATION/PLEDGE | WESTERGARD |
| 1. REVIEW of CITY COUNCIL AGENDA | MAYOR |
| 2. CONSENT ITEMS | |
| a. Consideration to Approve Minutes: 2/17/26 | MAYOR |
| b. Ratify Cash Disbursements: 2/14/26-2/26/26 | MAYOR |
| c. Consideration to Adopt Resolution 2026-970 Authorizing of Surplus PW Equipment | CHRISTIANSEN |
| d. Consideration to Adopt Resolution 2026-971 Authorizing Contract with enCode for Codification Services | HADERLIE |
| e. Consideration to Adopt Resolution 2026-972 Authorizing Draw #4 from the Excise Tax Road Revenue Bonds, Series 2022 | HADERLIE/PASSEY |
| 3. PUBLIC COMMENT | |
| <i>Brief items that are not on the agenda or part of a scheduled Public Hearing. Limited to 3 minutes. If an item requires more than 3 minutes, please contact the City Recorder to request being added to a future agenda (ahanson@woodscross.gov)</i> | |
| Woods Cross City is committed to civility: We strive to act and speak with dignity, courtesy, and respect at all times – Participants are asked to join us and to act and speak accordingly | |
| 4. ACTION | ITEMS |
| a. None unless a CONSENT item is moved by the City Council | |
| 5. DISCUSSION ITEMS | |
| a. City Hall Coordination and Committee | POOLE |
| 6. STAFF REPORTS | |
| a. City Administrator Report | HADERLIE |
| 7. COUNCIL ITEMS | MAYOR |
| a. Questions/Directions to Staff | |
| b. Council Reports | |
| 8. CLOSED MEETING | MAYOR |
| If needed, move to closed session to discuss items pursuant to UCA § 52-4-205.
Adjourn immediately following closed session | |

ADJOURN

I certify that copies of the agenda for the Woods Cross City Council meeting to be held March 3, 2026, were posted at Woods Cross City Hall, city website www.Woodscross.com, and the Utah Public Notice website at www.utah.gov/pmn. Date Posted: February 26, 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, at least 24 hours prior to the meeting.

Consent Items

**WOODS CROSS CITY COUNCIL MEETING
FEBRUARY 17, 2026**

The minutes of the Woods Cross City Council meeting held February 17, 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
LaCee Bartholomew, Community Services Manager
Sam Harris, Planning and Permit Coordinator

Sam Christiansen, Public Works Director
Annette Hanson, City Recorder
Jim Bigelow, Police Chief

PUBLIC ATTENDANCE:

Sam Varney
Todd Weiler

Don Schrader
LeGrande Blackley

Lois Schrader
Sam Rasmussen

INVOCATION/PLEDGE:

Rachel Peterson

INTRODUCTION OF SAM HARRIS PLANNING AND PERMIT COORDINATOR

The Mayor gave the floor to Mr. Poole, the Community Development Director who introduced Sam Harris to the Council as the new Planning and Permit Coordinator for the city. Mr. Poole said they are looking forward to having Sam on the team and she is highly qualified to do this job.

The Mayor and Council welcomed Sam to Woods Cross City, and said they are also looking forward to having her as a part of the Woods Cross City team.

YOUTH CITY COUNCIL REPORT

The Mayor gave the floor to Sam Rasmussen who serves on the Youth City Council. He reported that the YCC is looking forward to their leadership retreat in March and they are preparing for the Easter Eggstravaganza that will be taking place soon.

LEGISLATIVE UPDATE—SENATOR TODD WEILER

The Mayor welcomed Senator Todd Weiler to the meeting and invited him to give a legislative update for the Council regarding things that had been discussed during the latest legislative session held at the Utah State Capital.

Senator Weiler said he would be happy to hear from the Council anytime they had a question or item they would like to discuss. He gave the Council his cell phone number so they could contact him personally.

The Mayor said the Council is mainly concerned about the bills that take away zoning ability or land use authority or building authority, because it directly impacts the Council and its ability to make decisions for the community that are best for the community.

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Senator Weiler said it is challenging for him since the only way he can control any bills is when they come to the senate floor, where he can either vote yes or no. He said there are many bills that are looked at during the legislative session.

The Mayor said another issue that concerns the City Council is water infrastructure and what is being discussed is concerning them. He said the Council is doing what they need to do for water needs within the city of Woods Cross. The Mayor said they are working on reconstructing well #3 in the city. He also said the city has put in a water treatment plant that cost 5.5 million dollars to mitigate the dry-cleaning solvents that contaminated the water which was no fault of the city of Woods Cross. The Mayor also said the city has proactively gone after water rights to help secure water for the future. The Mayor said it is frustrating that the state may require all cities to pay into a statewide water fund even though Woods Cross has already invested millions in long-term water planning, unlike some cities that have not secured their own water rights and have not been planning for future water needs.

Senator Weiler said to email him with who is sponsoring the bill and the information about the bill so he can look at the details.

The Mayor said another concern the Council has is the property tax bill because property taxes are the way the city is funded. The Mayor said the proposal is to put a cap on how high to raise the property taxes in one year or to just do away with property taxes altogether. The Mayor said if you take away the taxing ability, the city would close and then the state would just take over all the state and roads.

Senator Weiler noted that Kate Bradshaw, the mayor of Bountiful, is at the Capitol daily as a lobbyist and serves as an ally to Woods Cross City since she has many of the same concerns.

Council Member Checketts asked what was considered affordable housing by the legislature. Senator Weiler said housing is not what it used to be and housing costs are higher. The Mayor said the city had rezoned some lots in the city to encourage affordable housing, but the housing is still very expensive despite the efforts of the city to bring a more affordable product.

Senator Weiler said he does try to respect local control, but it is hard to work with so many opinions being given. He agreed that housing was still very expensive.

The Mayor said he wanted to thank Senator Weiler for his willingness to communicate about issues and concerns when he is contacted.

The Mayor and Council thanked Senator Weiler for his update and said the City appreciates Senator Weiler for keeping the city of Woods Cross in mind as he represents residents at the Utah State Capitol.

CONSENT AGENDA ITEMS

Council Member Checketts said she would like to move the update for the Consolidated Fee Schedule to an action item. She also requested a change be made regarding the minutes from the prior meeting, adding a note that she had recused herself from the discussion and the vote on the sale of the post office property so that it is shown on the record.

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

APPROVE MINUTES

The Mayor called for a review of the minutes of the meetings held 2/3/26.

This item was approved through the consent agenda.

RATIFY CASH DISBURSEMENTS

The Council ratified the cash disbursements for the time period of 1/30/26-2/12/26 through the consent agenda.

ADOPT RESOLUTION 2026-964 APPROVING PURCHASE OF STALKER MOVING RADARS

Police Chief Bigelow noted he was requesting that WXPB be given authorization to purchase three Stalker Dual/DSR/SII/2X moving radars using money from the beer tax/liquor account 28-40-740.

Chief Bigelow said the quote for three radar systems is \$10,908.00 from Stalker Radar Applied Concepts Inc. He noted 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. He said the previous radar systems have been purchased through grants that Sgt. Hanselman and Sgt. Boyle have secured through the State of Utah. He also noted that 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.

This resolution was approved through the consent agenda.

ADOPT RESOLUTION 2026-965 APPROVING SURPLUS OF POLICE VEHICLES (ORIGINAL RESOLUTION 2025-933)

The Police Chief said as part of Resolution 2025-933 staff recommended surplus of 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 for 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.

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This resolution was approved through the consent agenda.

ADOPT RESOLUTION 2026- 966 COUNCIL KUDOS AND EMPLOYEE RECOGNITION POLICY

The City Administrator noted that following the discussion at the February 3rd City Council meeting, staff made the requested adjustments to the Council Kudos Award and Years of Service Employee Recognition policies.

This resolution was approved through the consent agenda.

ADOPT RESOLUTION 2026-967 UPDATING THE CONSOLIDATED FEE SCHEDULE (CFS)

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

ADOPT RESOLUTION 2026- 968 AUTHORIZING THE NORTHWOOD GROUP TO REPRESENT WOODS CROSS CITY IN THE SALE OF PROPERTY LOCATED AT 1490 SOUTH REDWOOD ROAD (FORMER PUBLIC WORKS SHOP)

The City Administrator noted that during the December 16th and January 9th Council meetings, the Council discussed the possible sale of the old post office and old public works property. He noted 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 3rd, the staff was given directions to obtain a draft sales contract for the City Council to consider. This contract was presented to Council and the associated resolution was approved through the consent agenda.

ADOPT RESOLUTION 2026-969 ESTABLISHING NOTICE OF INTENT FOR WOODS CROSS CITY TO HOLD A TRUTH-IN-TAXATION PUBLIC HEARING

The City Administrator continued and noted the Utah State Code requires any municipality that will be going through Truth-in-Taxation (TNT) process to notify the county auditor and Utah State Tax Commission by June 1st of the intent to hold a TNT public hearing.

The City Administrator said the City Recorder has confirmed with the Davis County Tax Administration manager that Woods Cross can have Tuesday, August 4th, 2026, at 7:30 P.M. for our public hearing.

The City Administrator said that setting the date and time does not oblige the city to raise taxes, and the public hearing can be cancelled at a later date if needed. He said the benefit of passing this resolution now ensures that we get the desired date and that we comply with the state notification requirements.

This resolution was approved through the consent agenda.

PUBLIC COMMENT

The Mayor then opened the meeting to items from the public that were not on the agenda that would take less than two or three minutes. There were no items from the public, and the Mayor closed the public comment period.

ACTION ITEMS

ADOPT RESOLUTION 2026-967 UPDATING THE CONSOLIDATED FEE SCHEDULE (CFS)

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

The Mayor gave the floor to the City Administrator and he noted the staff is recommending 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 fees and/or fee schedule language proposed by staff to cover the costs of providing city services and clarify how the fees are applied.

The following is a summary of those changes which include:

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 campaigning 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 ranges from \$400 to \$450 per load?
8. Storm Water, pgs. 11-12 – Fees increased per the ordinance adopted on 1.20.26.

Council Member Checketts said she had a question about the public works building and the after-hours fees that are charged when it is rented. The City Administrator said yes there are fees if there are no employees present as a person required to be in the building when the public works building is rented out.

Council Member Checketts asked about the rate increase for the roll off dumpsters. She said the whole reason they started this dumpster program is to replace the curbside pick-up that is no longer available. She said she felt like the money that is being saved because curbside pick-up is not offered, can still go towards the dumpster program. She said she did not feel like they should pay the full amount.

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The City Administrator said they are not suggesting the citizens pay the full amount, but he wanted the Council to be aware of what those costs are.

Council Member Peterson said she was curious about how often that service is used. The Public Works Director said from April to October there were 35 reservations and it is just one dumpster rented out.

Council Member Grover asked what the city's costs are and is the fee covering the charge. The Public Works Director said ACE charges were around \$240 and then there is a tipping charge at Wasatch Integrated, which is usually not too expensive since the dumpsters are not typically filled.

Council Member Jones asked how much money is saved by not doing curbside pick-up. It was noted that it was hard to say taking into consideration the public works employee safety and because the garbage hauler picks up the dumpster.

The City Administrator said one reason the city moved away from the curbside pick-up was concern over the large heavy items and the possibility of injury to the public works employees, as well as the public works employees being diverted from their regular work duties which was also an issue.

The Public Works Director also said a second dumpster could be added down the line if it becomes an issue that one dumpster is not fulfilling the needs of the community.

The City Administrator said the Community Development Director became aware of some of the consolidated fees that were transposed and needed to be fixed under the businesses license category regarding beer license fees.

Council Member Checketts asked if the false alarm charge is enough to discourage repeat offenders. Chief Bigelow said they have not had as many repeat offenders with the current charges for calls going out on false alarms. Chief Bigelow said he felt like the current fee is working for right now. Council Member Checketts said to let the Council know if things change and the Chief said he would do so.

Council Member Jones asked about the rental fee changes due to the limitations of the software. He wanted to know if there had been a change in the software. The City Administrator said there was not a change in the software but because of the limitations of the software, the new software set up would allow compliance with how the policy for rentals is handled with the change in the hours as noted in the consolidated fee schedule.

Council Member Checketts asked about fees for field rentals possibly being raised. The Community Services Director said they had raised them recently. She said that West Bountiful and North Salt Lake do not have field use fees, but our fields are in demand, so it works out. She also said we are comparing city park fees to Farmington and Kaysville, as they are the most comparable cities with similar uses and that are not part of the recreation district.

Council Member Jones asked if the tennis courts or basketball courts are ever rented. The Community Services Director said they are not ever rented out.

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There were no further questions or discussion, and Council Member Jones made a motion to approve resolution 2026-967 updating the Consolidated Fee Schedule. Council Member Larrabee seconded the motion, and all voted in favor of the motion through a roll call vote.

CITY HALL COORDINATION AND COMMITTEE

The Mayor gave the floor to the Community Development Director, Curtis Poole. Mr. Poole said this would be an ongoing agenda item as this project continues to move forward.

Mr. Poole said as of right now there are no designs, but the architects are assessing the needs of the city. He noted the building size is about 26,000 square feet but may change depending on the size the multi-purpose room ends up being. He said discussions with the police department are still ongoing to make sure their specific needs are met with the new building. Mr. Poole also noted that they are still in discussions with the architects to make sure the concerns over parking and other elements of the project are met.

APPOINTING COUNCIL MEMBER TO ATTEND PLANNING COMMISSION MEETING

The Mayor gave the floor to the City Administrator who noted that for several 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. He noted 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:

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- 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.

Staff recommend 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.

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Following the information given, the Mayor noted one of the reasons having a City Council representative discontinued is because the Council is the appeals authority for the Planning Commission and if a City Council member is there, that member may not be as unbiased as they would be had they not attended the Commission meeting and heard the discussion.

The Mayor said the Community Development Director is always in attendance at those meetings and would be able to provide updates for the Council in regard to the Planning Commission meetings if there were Council members attending the meeting.

Council Member Checketts said her only concern is the Planning Commission has the authority to approve some zoning without the matter coming to City Council. Council Member Jones said after having served on the Planning Commission he did not think this should be a concern as the commission strictly follows code.

Mr. Poole acknowledged that the legislature did take the responsibility away from the Council for zoning, but if the Planning Commission is reviewing a development, their responsibility is to make sure the development meets code. He said there is not much objectivity because they follow what is outlined in the code.

The City Administrator said that is why the legislature made that change to the laws because there have been instances when developers would bring something before the City Council and as a legislative body some of that subjectivity came into play and that is where the lawsuits come because rules were followed but public input was different and taken into consideration, so the Council made a different decision. He said the Planning Commission can only read and apply the rules. He said as a Council they have the legislative responsibility and opportunity to change those rules at any time and if they wanted to set the bar higher, they could do so. He said the Planning Commission needs to make sure their decisions are made according to the bar that is set. He said land use approvals have not only moved down to Planning Commission, but down to staff level and it's up to the staff to say an application either meets the bar or it does not.

Council Member Jones said since serving on the Planning Commission he did appreciate the Council Member attending and to have a connection with someone on the Council, but it does get tough when the Council is asked what their opinion is. He said it puts the Council Member in an awkward position to be asked their opinion since they are only one person from a five-person Council, and it could put the Council Member in a tough spot.

The Mayor said that person may not represent the Council on the broader decisions.

Council Member Jones said a Council Member could influence what is sent to the Council from the Planning Commission and should not represent the Planning Commission and the City Council.

Council Member Grover said he would agree with Council Member Jones and said he did not feel it was necessary to have a council representative at the Planning Commission meeting.

Council Member Larrabee asked if the tone of the meeting changed if Council Member Sharp was not there.

Council Member Grover said Council Member Sharp did not add comment unless he was asked and said when an opinion was given, he said it was personal opinion that was given.

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Council Member Jones said he felt the main purpose of the Council Member at the Planning Commission meeting was to give a report of what was happening with upcoming council items and discussions that had occurred during council meetings. He said he felt like Mr. Poole could update the commission on the council meetings and be a more neutral voice with those discussions. He said he did not feel like it was problematic to have someone at the commission meetings but could see that doing so could cause potential issues.

Council Member Checketts asked what Bountiful and North Salt Lake do about having a Council Member attend Planning Commission meeting. Mr. Poole said Bountiful has a voting member on the Planning Commission, but he said that is not appropriate. Mr. Poole said some city's have a Council Member and some do not. He said in Layton there was no one assigned to the Planning Commission meeting, but some Council members would attend the meeting as part of the audience just to observe. North Salt Lake does not have a council member attend planning commission meeting.

Council Member Larrabee asked about having a hybrid arrangement with someone attending if needed.

The Council asked Mr. Blackley his opinion as a planning commission member and he said he appreciated Council Member Sharp coming to the meeting, but he also said the Commission has the code so there should be no questions. He said Council Member Sharp did not influence him in his decisions. He said that he was personally in favor of having a council member at the planning commission meetings.

The City Administrator said as long as you do not make that person a voting member of the planning commission it should not be an issue. He said there are no particular rules, it has just been tradition.

Council Member Grover said that a hybrid approach might work and if there is something that is an important item that really mattered such as a review of the master plan, it could be a short-term situation.

The City Administrator said that could be up to the chairman of the planning commission and they could make the decision on whether they would like a representative to be there.

Council Member Larrabee said if they feel value in it, they could have someone attend those meetings.

The Mayor said the Council could decide, adding if there is interest in serving in that position to let him know. Since this discussion item there did not have to be a decision made at the meeting tonight.

COMMUNITY DEVELOPMENT REPORT

Below is the report for the month of January.

Building Permits and Land Use Applications

- 8 Residential Building Permits (4 New Single-Family)
 - o \$2,034,137 total valuation
 - o \$55,799 total permit fees
- 1 Miscellaneous Building Permits
 - o \$4,178 total valuation

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

Updates

• 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:

- o Parking on the grass or dirt
- o Jumping the curb to park on grass or a gravel “patch” by the side of the home
- o Parking non-recreational vehicles on a gravel “RV pad”
- o 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.

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- 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 are no buildings 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 buildings. 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

COMMUNITY SERVICES REPORT

The Community Services held their monthly senior lunch and there were lots of people and a great band for the entertainment.

The USU Youth City Council conference is coming up the first weekend in March and there will be 18 of the youth attending. It was noted that Sammie Varney and Molly Kelsey are heading to Washington DC for a youth leadership conference. The kids have also been stuffing easter eggs and gathering easter baskets.

Upcoming Events:

- Teen Egg Hunt—March 20, 8:30 P.M. Ages 12-18—Mills Park
- Easter Eggstravaganza—March 21,9:00 A.M.—Mills Park
- Arbor Day—April 25—Location TBD
- Memorial Day—May 25—Hogan Park, Suggested Speaker Max J. Stitzer, Retired Brigadier General, United States Air Force
- Summer Recreation—Schedule will be ready March 2, with many new classes and several adaptive options will be available. Partnering with the U of U is moving forward. Several grants have been applied for to have a few more opportunities for programs. Summer Literacy is also lining up some awesome options.

POLICE REPORT

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.

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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

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.

PUBLIC WORKS REPORT

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)
 - o 21 hours each
- Franklin Covey 50+ hours
 - o Parks Department 100% complete
- Blinds installed @ PW Building 16 hours
- M.P. Room Ceiling Tile Replacement
 - o 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!

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Accountability

The tracking documents we will use throughout the season are being updated and expanded. Johnny and Jake are studying for and taking pesticides 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!

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

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 Covey 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)

2026 CLEAN-UP DATES

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

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IN THE WORKS

- Development Review Committee
- Transportation Master Plan update in process
- The 2nd 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

In the Works

- 1100 W 2100 S to 2600 S Widening
 - o 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.

- o Well Driller is ordering materials, and the start date will be decided soon
- o 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 20th, and the installation has been scheduled for Feb 23-24th

- Weber Basin Mainline and meters

- o Will be installing a mainline and meters in the neighborhood north of Woods Cross Elementary

CITY ADMINISTRATOR'S REPORT

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. 12th 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 are 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 and spoken with a customer of the codification software to verify that the company is qualified to contract with.

FINANCE REPORT

The Finance Director presented the finance report for the council's review.

QUESTIONS/DIRECTION TO CITY ADMINISTRATOR OR STAFF

Council Member Checketts and Grover noted they would miss the March 17th meeting.

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Council Member Jones asked where they submit their vote for which medal they like best for the race for the Memorial Day race. LaCee said to submit their choices by email to her.

Council Member Larrabee asked about funding coming in for the America 250 Celebration and LaCee said yes and that funding was coming in and would help offset costs for the medals being produced. She also mentioned Woods Cross City has its own logo for the America 250 celebration that will be on the medal that will be unique to the city. She said there will be a \$25 bundle offered for race participants that will include a t-shirt, medal, and free breakfast. She said she could have for medals match the t-shirt and some of the council said they liked the thought of the two matching each other.

Council Member Checketts asked the Chief if the deaths that had been reported in the police report were something to be concerned about and the Chief said no there was nothing to be concerned about.

The Council asked the Public Works Director if they had tried to use the suggestion of the Hubba Bubba gum for the gopher problem. The Public Works Director said he had ordered the gum, but he had not got it yet, but he is interested in trying it out. The Council said to let them know if it works when he tries it.

Council Member Checketts said the "no trucks" sign on 700 South had blown down by the wind. The Public Works Director said he would get that fixed.

Council Member Jones asked about the extension of the quiet zone. The Public Works Director said that both North Salt Lake and Salt Lake have asked for an extension to complete the work.

Council Member Checketts said she had spoken with Nathan about the horns that are still being blown by trains. She said she is keeping track of when the horns blow and is sending that information along, so the railroad is aware of what is happening.

The Public Works Director also noted the railroad would be limiting their work to the double tracking during the evening hours so there will not be disruption for residents from horns during evening hours. He said UDOT had relayed information that they would only be working during the day so if there is someone on the tracks working, the trains will be blowing their horns during daytime hours.

COUNCIL REPORTS

Council Member Grover said the Mosquito Abatement District is doing treatments on sections of trees throughout the county where water might be pooling where mosquito larva could be present. He said they continue to work through the winter to treat these trees. He also said if anyone has neighbors that are beekeepers, to let the abatement district know so the district can limit spraying in those areas. He said just for information the property owner is the only one who can make the request that no spraying takes place if they have beehives. He also noted they had chosen someone to take over because Gary Hatch is retiring.

Council Member Larrabee noted the Wasatch Integrated Waste District has had some turnover on the board, so they have five new board members. They are planning on having a training retreat.

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The Mayor said they had a recreation district meeting, and they have quite a few new members, so they are trying to get them up to speed on things. The Mayor said they will be working on ways to figure out who the target customers are and how to serve the target customers better.

The Mayor said the Council of Mayor's met and they discussed what challenges other Mayor's may be having. He said he enjoys that meeting to be able to talk about how things that are going on in other cities in the county.

ADJOURN CITY COUNCIL TO GO INTO REDEVELOPMENT AGENCY (RDA) MEETING

Council Member Larrabee made a motion to adjourn the City Council meeting and go into RDA meeting. Council Member Checketts seconded the motion, and all voted in favor of the motion through a roll call vote.

ADJOURN CITY COUNCIL MEETING

There being no further business before the City Council, Council Member Grover made a motion to adjourn the meeting at 8:06 P.M. with Council Member Peterson seconding the motion and all voted in favor of the motion.

Ryan Westergard, Mayor

Annette Hanson, City Recorder

CASH DISBURSEMENTS

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

Report Criteria:
 Report type: GL detail

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
31371	02/19/2026	B & L STORAGE	REFUND OVERPAYMENT-FINAL BILL	01-11750	37.94	25.0230.0.1
Total 31371:					37.94	
31372	02/19/2026	BOUNTIFUL COLLISION	PD VN 07483 REAR BUMPER REPLACEMENT	10-60-251	212.45	19955
Total 31372:					212.45	
31373	02/19/2026	CANON FINANCIAL SERVICES, INC	CH Copier C5850 Contract and Copies	10-51-250	285.00	42643107
31373	02/19/2026	CANON FINANCIAL SERVICES, INC	PD Copier C3930I Contract and Copies	10-60-251	197.74	42643107
Total 31373:					482.74	
31374	02/19/2026	CARENOW	DRUG PANEL - SAM HARRIS	10-57-310	75.00	UT6345-413
Total 31374:					75.00	
31375	02/19/2026	CHRISTINA & SAL GUEVARA	REFUND OVERPAYMENT	01-11750	83.96	9.1330.0.1
Total 31375:					83.96	
31376	02/19/2026	ED KENLEY FORD	NEW VEHICLE UPFIT	61-71-160	186.44	566662
Total 31376:					186.44	
31377	02/19/2026	GLENS KEYS INC	PUBLIC WORKS FRONT DOOR LOCK REPAIR	10-79-260	260.00	271173
Total 31377:					260.00	
31378	02/19/2026	GORDONS COPY PRINT	VALVE BOOKS LAMINATION FOR FIELD WORK	51-40-240	184.04	56444
Total 31378:					184.04	
31379	02/19/2026	INGRID OSEGUERA	COURT INTERPRETER 2.10.26	10-42-310	114.00	2.10.26
31379	02/19/2026	INGRID OSEGUERA	COURT INTERPRETER 2.17.26	10-42-310	114.00	2.17.26
Total 31379:					228.00	

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
31380	02/19/2026	INTERMOUNTAIN TRAFFIC SAFETY	SORRENTO AREA SIGN REPLACEMENT	10-71-410	7,382.10	60547
31380	02/19/2026	INTERMOUNTAIN TRAFFIC SAFETY	SIGN RIVETS FOR SIGN INSTALLATION	10-71-410	93.00	60589
Total 31380:					7,475.10	
31381	02/19/2026	JAY'S TIRE PROS	PD VN 73001 VEHICLE MAINTENANCE	10-60-251	116.62	245873
31381	02/19/2026	JAY'S TIRE PROS	PD VN 06793 VEHICLE MAINTENANCE	10-60-251	74.34	246193
Total 31381:					190.96	
31382	02/19/2026	LEE'S ACE HARDWARE	TOW HITCH PIN AND BALL	51-40-250	81.87	012701
31382	02/19/2026	LEE'S ACE HARDWARE	SAMPLING SUPPLIES	52-40-610	44.98	012759
31382	02/19/2026	LEE'S ACE HARDWARE	TRAILER REPAIR SUPPLIES	10-71-250	65.23	012760
31382	02/19/2026	LEE'S ACE HARDWARE	STREETS DEPT TOOLS	10-71-741	107.06	012852
31382	02/19/2026	LEE'S ACE HARDWARE	WELLHOUSE HOSE ADAPTER	51-40-250	7.73	012853
31382	02/19/2026	LEE'S ACE HARDWARE	CREDIT-WATERCOOLERS FOR CHRISTMAS LIGHTING EVENT	10-86-610	90.88	E03419/2 AD
Total 31382:					215.99	
31383	02/19/2026	MARCUS HUFF	REIMBURSE CDL DRIVING TEST FEE	51-40-230	78.00	10007
Total 31383:					78.00	
31384	02/19/2026	PERFORMANCE FORD LINCOLN BOUNTIFUL	NOV 2024-OCTOBER 2025 SALES TAX REIMBURSEMENT-YR 5	25-40-633	56,917.00	11.21-10.25
Total 31384:					56,917.00	
31385	02/19/2026	POINT S TIRE & AUTO SERVICE	PW VN 58214 PW3 OIL CHANGE/TIRE ROTATION	51-40-250	113.90	0186553
Total 31385:					113.90	
31386	02/19/2026	RUBEN CORREA	BAILIFF FEE 02/17/26	10-42-310	200.00	2.17.26
Total 31386:					200.00	
31387	02/19/2026	SKAGGS COMPANY INC	JONES UNIFORM	10-60-450	421.25	450_A_3246
31387	02/19/2026	SKAGGS COMPANY INC	TERZO UNIFORM	10-60-450	29.50	450_A_3274
31387	02/19/2026	SKAGGS COMPANY INC	SANDERS UNIFORM	10-60-450	165.30	450_A_3293
Total 31387:					616.05	

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
31388	02/19/2026	SPENCER FANE	Water Reuse Application Legal Fees	51-40-310	106.25	1492833
Total 31388:					106.25	
31389	02/19/2026	TYRONE MORGAN DAVIS	REFUND OVERPAYMENT BAIL CASE 255301014	10-35-100	225.00	255301014
Total 31389:					225.00	
31390	02/19/2026	WASATCH INTEGRATED WASTE	DIVERSION INCENTIVE JANUARY 2026	52-37-150	5,926.10	ARPKT0324
31390	02/19/2026	WASATCH INTEGRATED WASTE	TIP FEE FOR GARBAGE COLLECTION 1/26	52-40-621	33,492.40	INV77325
Total 31390:					27,566.30	
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	PRINCIPAL DUE	61-80-160	101,976.96	0001010001
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	PRINCIPAL DUE	61-80-171	12,359.15	0001010001
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	PRINCIPAL DUE	61-80-183	24,718.29	0001010001
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	PRINCIPAL DUE	61-80-510	12,359.15	0001010001
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	PRINCIPLE DUE	61-80-560	12,359.15	0001010001
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	INTEREST DUE	61-80-160	20,941.09	0001010001
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	INTEREST DUE	61-80-171	2,537.96	0001010001
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	INTEREST DUE	61-80-183	5,075.93	0001010001
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	INTEREST DUE	61-80-510	2,537.96	0001010001
31391	02/19/2026	ZIONS FIRST NATIONAL BANK	INTEREST DUE	61-80-560	2,537.96	0001010001
Total 31391:					197,403.60	
31392	02/26/2026	BOUNTIFUL POLICE DEPARTMENT	DAPSS SOFTWARE fy 26	10-60-280	1,793.40	02.18.26
Total 31392:					1,793.40	
31393	02/26/2026	BUCHANAN ACESS SYSTEMS, LLC	PW SOUTH GATE REPAIRS	10-79-260	394.59	28870
31393	02/26/2026	BUCHANAN ACESS SYSTEMS, LLC	LESS SAIELS TAX	10-79-260	10.59	28870
Total 31393:					384.00	
31394	02/26/2026	CHEMTECH-FORD, LLC	NITRATE ANALYSIS SAMPLING	51-40-310	26.00	26B1355
Total 31394:					26.00	
31395	02/26/2026	DOG WASTE DEPOT	DOG BAGS FOR DOG WASTE STATIONS	10-83-261	463.95	803533

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 31395:					463.95	
31396	02/26/2026	EMINENT TECHNICAL SOLUTIONS	MONTHLY CAMERA MONITORING-JAN 2026	10-51-280	240.00	CM-16907
Total 31396:					240.00	
31397	02/26/2026	JAQUUE BUTLER	REFUND OVERPAYMENT-FINAL BILL	01-11750	60.86	8.1530.0.4
Total 31397:					60.86	
31398	02/26/2026	JULIE CHECKETTS	SNR LUNCH BINGO PRIZES (3 MONTHS)	27-40-611	133.55	02.11.26
Total 31398:					133.55	
31399	02/26/2026	LACEE BARTHOLOMEW	REIMBURSE SUMMER LITERACY BOOK	27-40-621	80.41	693593
Total 31399:					80.41	
31400	02/26/2026	LINDE GAS & EQUIPMENT INC.	ACETYLENE	10-79-250	230.85	55052286
Total 31400:					230.85	
31401	02/26/2026	METHOD STUDIO, INC	25.0585 PROGRAMMING DESIGN NEW CITY HALL	46-40-720	20,000.00	36575
Total 31401:					20,000.00	
31402	02/26/2026	ODP BUSINESS SOLUTIONS, LLC	MISC OFFICE SUPPLIES	10-57-240	28.62	4516863430
31402	02/26/2026	ODP BUSINESS SOLUTIONS, LLC	OFFICE ORGANIZER-S HARRIS	10-57-240	34.49	4516866010
Total 31402:					63.11	
31403	02/26/2026	PRECISION POWER INC	GENERATOR INSPECTION- PW	10-79-260	289.00	58120
31403	02/26/2026	PRECISION POWER INC	CITY HALL GENERATOR BIANNUAL INSPECTION	10-51-260	289.00	58187
31403	02/26/2026	PRECISION POWER INC	LAND DRAIN GENERATOR BI-ANNUAL INSPECTION/SERVICE	56-40-620	612.45	58188
Total 31403:					1,190.45	
31404	02/26/2026	RODNEY LARSEN	REFUND OVERPAYMENT-FINAL BILL	01-11750	72.27	9.2680.0.2

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 31404:					72.27	
31405	02/26/2026	SAMANTHA HARRIS	REIMBURSE for CITY APPARE- S HARRIS	10-57-240	52.51	012426
Total 31405:					52.51	
31406	02/26/2026	STEP SAVER INC	SALT FOR WATER TREATMENT PLANT	51-40-610	173.70	541858
31406	02/26/2026	STEP SAVER INC	LESS SALES TAX	51-40-610	10.39-	541858
Total 31406:					163.31	
31407	02/26/2026	TERRACON CONSULTANTS INC	1500 S TANK GEOTECH REPORT	51-61-703	2,500.00	TQ31015
Total 31407:					2,500.00	
31408	02/26/2026	VERIZON WIRELESS	PD AIR CARDS	10-60-280	820.44	6135852254
31408	02/26/2026	VERIZON WIRELESS	PW TABLETS	10-51-280	220.00	6135852254
Total 31408:					1,040.44	
31409	02/26/2026	VLAMDELAY INDUSTRIES, LLC	REFUND LEASE DEPOSIT	10-21400	600.00	022626
31409	02/26/2026	VLAMDELAY INDUSTRIES, LLC	LESS NOV 25 UTILITIES PAID	01-11750	63.61-	022626
Total 31409:					536.39	
Grand Totals:					<u>321,890.22</u>	

Report Criteria:
 Report type: GL detail



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

Public Works Department

Sam Christiansen
Public Works Director
1555 South 800 West Woods Cross, Utah 84087
Phone: 801-292-4421 Fax: 801-292-2225

Memorandum

DATE: February 26, 2026

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: **A Resolution approving the Surplus of Public Works Trailers, Equipment, and Miscellaneous Items**

Recommendation

Staff Recommends the council approve this resolution approving the Surplus of Public Works Trailers, Equipment, and Miscellaneous Items

Background

Please see the following list of a Public Works trailer and miscellaneous items that have either been replaced, are obsolete, or no longer required for Public Works Operations. There will be 2 Trailers and miscellaneous tools and equipment sent to the auction. All other items will have any data memory wiped by ETS, if needed, and recycled.

Attached to this memo are the list and a picture of the items.

Auction					
Asset Number	Year	Make	Model	VIN/Serial Number	Sale at Auction or Disposal
91-2135	1997	PJ	TRAILER TS162 Old Tilt	3CVTS162882120277	Auction
		Trailer	Float Trailer		Auction
00920			TV roll away stand		Auction
		Chicago Pneumatic	MS695 - Compactor		Auction
			1000 Gallon Storage Tank		Auction
		Makinta	2414 - Portable Cut-Off Saw	308502E	Auction
		Craftsman	Tool Boxes		Auction
		Office	Office Desk		Auction
		Trailer Parts	Diamond Plate Storage Box		Auction
		Truck Parts	Rotary Lights		Auction

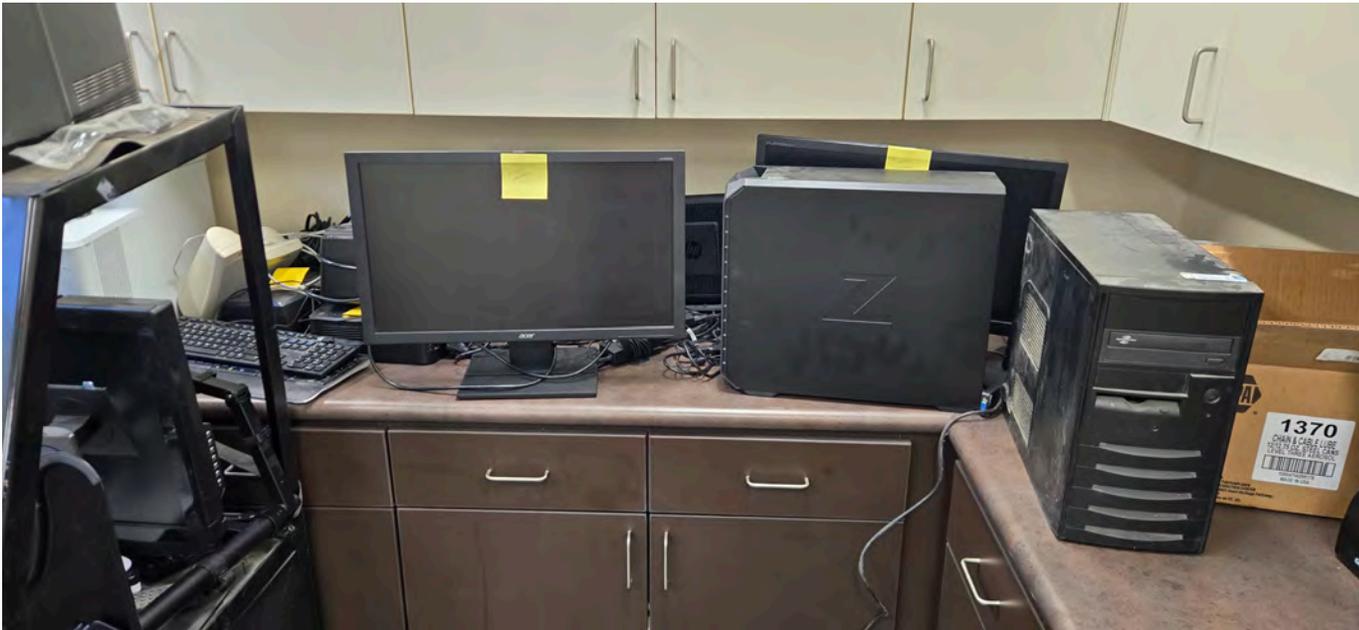
ETS E-Waste					
Asset Number	Year	Make	Model	VIN/Serial Number	Sale at Auction or Disposal
02146	1997	Panasonic	Tube TV		Disposal/Recycling
		Scepture	27" Monitor		Disposal/Recycling
		LG	23" Monitor		Disposal/Recycling
		ACER	24" Monitor		Disposal/Recycling
		HANSPREE	Monitor		Disposal/Recycling
		Westinghouse	27" Monitor/TV		Disposal/Recycling
		HP	Thin Cient t630	MXL93621R1	Disposal/Recycling
		HP	Thin Cient t630	MXL9435QTV	Disposal/Recycling
		HP	Thin Cient t630	MXL9436J9L	Disposal/Recycling
		Dell	Latitude Laptop 5510	DV72M63	Disposal/Recycling
		HP	Desktop (old SCADA)	MXL03625WW	Disposal/Recycling
		Dell	Desktop (old SCADA)	16181146000310	Disposal/Recycling
		HP	Color Laserjet pro MFP M479fdw		Disposal/Recycling
		Behringer	Flow 8 Sound Board		Disposal/Recycling
		Miscellaneous keyboards, mice, speakers, and backup batteries.			Disposal/Recycling

March 2026 Surplus Photos











RESOLUTION 2026- 970

A RESOLUTION APPROVING THE SURPLUS OF PUBLIC WORKS TRAILERS, EQUIPMENT, AND MISCELLANEOUS ITEMS

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

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

WHEREAS, Woods Cross City has identified various items of city-owned property as surplus to the city's needs and has determined that it is in the public interest to offer them for sale, and/or if an item is determined to have no value, it will be surplus, sent to ETS for memory-clearing if required, and recycled.

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

1. The City Council authorizes the Mayor to sign this resolution.
2. The City Manager is directed to dispose of the surplus property listed in the attached Memo of this Resolution. If the following methods of selling Surplus Property result in an acceptable bid, the City Manager is authorized to have the items sold. If the Items are determined to have no value or are obsolete, their data will be wiped if required and recycled. The method of selling surplus items is:
 - a. 3rd Party Public Auction companies that are on the State Cooperative contracts, or companies that meet the commissions listed in the cooperative contracts.
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 3RD DAY OF MARCH, 2025.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

Voting:

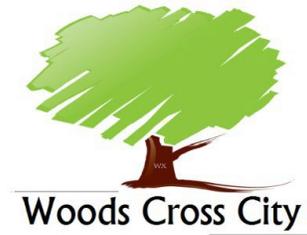
Julie Checketts	Yea ___	Nay ___
Eric Jones	Yea ___	Nay ___
Wallace Larrabee	Yea ___	Nay ___
Jim Grover	Yea ___	Nay ___
Rachel Peterson	Yea ___	Nay ___
Ryan Westergard	Yea ___	Nay ___

[tie vote only]



Memo

To: Woods Cross Mayor and City Council
From: Bryce K Haderlie, City Administrator
Date: February 26, 2026
Re: Codification Contract



Staff recommend that the attached EnCodePlus contract be approved so that we can proceed with getting our city code updated and hosted on a searchable web-based format. LaCee has assisted with soliciting quotes from three codification providers and members of the senior staff most closely involved in daily use of the code have reviewed the proposals and recommended EnCodePlus as the preferred vendor.

Benefits of EnCodePlus include:

1. Cloud hosting with advanced search, pop-up definitions and cross-referencing tools
2. The ability to add other features in the future that include GIS mapping
3. Ability to self-publish as new codes are adopted, or 10-day update by EnCodePlus staff.
4. A variety of additional tools that we can add to the program at a later date if we determine that they are needed.

Independent of the staff review, I spoke with two employees at Orem City and received positive comments. The enCodePlus contract and proposal is attached after the resolution.

RESOLUTION 2026 - 971

A RESOLUTION APPROVING A CONTRACT WITH ENCODEPLUS TO PROVIDE CODIFICATION SERVICES

WHEREAS, the Woods Cross City is a political subdivision of the State of Utah following the provisions of Utah Code Annotated (UCA) § 10 Title 10; and

WHEREAS, the City Council is authorized to use legislative powers to adopt and codify ordinances to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by the State of Utah or any other provision of law; and

WHEREAS, the City desires to engage a professional codification firm to assist with this process, has solicited quotes from three firms, and has determine that enCodePlus is the preferred vendor of the proposals that have been submitted.

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 contract with enCodePlus as attached in Appendix A 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 3RD DAY OF MARCH 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

Contract To Be Attached Below



enCodePlus™
End User License Agreement

Licensor: enCodePlus, LLC
77 Sugar Creek Center Blvd, Suite 600
Sugar Land, Texas 77478

Licensee: City of Lincoln, Nebraska
c/o Bryce K Haderlie, City Administrator
1555 South 800 West
Woods Cross, Utah 84087

Licensor and Licensee agree as follows:

1) **Definitions.**

- a. *Agreement* means this End User License Agreement, including all incorporated exhibits and documents.
- b. *Authorized Users* means all users authorized by the Licensor to access and use the Licensed Technology through the Licensee's account under this Agreement, and includes the individual users identified in **Exhibit A, Request for Username(s) and Password(s)**, that are employees of Licensee but excludes outside contractors or agents of the Licensee.
- c. *Calendar Day* or "Day" means All days in a month, including weekends and holidays.
- d. *Change Order*. A change order is a written order to the Licensor signed by the Licensee and the Licensor issued after execution of this Agreement, amending this Agreement to authorize a change in the work or an adjustment in the fee or time of performance.
- e. *Confidential Records* means, without limitation, all correspondence, memoranda, files, manuals, books, lists, financial, operating or marketing records and Licensee and Licensor records relating to or containing any proprietary information (in any medium whether in writing, on magnetic tape or in electronic or other form) which may be in Licensee's possession or under Licensee's control or accessible to Licensee. All confidential records shall be and remain the sole and exclusive property of the Licensor during the term and thereafter.
- f. *Effective Date* is the date the Agreement is executed by Licensee and Licensor.
- g. *Extraordinary Circumstances* means events, conditions, or regulatory actions that are (a) beyond the reasonable control of the Licensor, (b) not reasonably foreseeable at the time of execution of this Agreement, and (c) that materially increase the cost or complexity of providing the licensed services. For the avoidance of doubt, routine changes in technology, general cost increases, or discretionary business decisions by the Licensor shall not, in and of themselves, constitute Extraordinary Circumstances.

- h. *Force Majeure Event* means an event, such as a hurricane, earthquake, or other casualty caused by nature; labor strike; war; a law, order, proclamation, regulation, or ordinance of any governmental agency that prevents Licensor or Licensee from performing its obligations under this Agreement.
- i. *Law* means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government, political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction.
- j. *Licensed Technology* means Licensor's proprietary software, programs or documentation or any third-party software or other intellectual property or documentation provided to allow the Licensee to access and utilize the Licensed Technology in conformance with this Agreement or to make the Licensed Technology available to the Licensee over the Internet. The Licensed Technology is provided as is with all faults except as specifically provided herein and Licensor shall have no liability to Licensee for any loss, claim, or damages arising out of or in connection with Licensed Technology, including those resulting from the negligence, breach of warranty or other fault of Licensor. Licensor's responsibilities are limited to those set forth under Service Errors herein.
- k. *Licensee* means the City of Woods Cross, UT and its employees.
- l. *Licensee Data* means any and all information, data, materials, works, expressions, or other content, including any that are:
 - (1) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of the Licensee for processing by or through the Licensed Technology, or
 - (2) collected, downloaded, or otherwise received by Licensor or the Licensed Technology for the Licensee or pursuant to this Agreement or at the written request or instruction of the Licensee. All output, copies, reproductions, improvements, modifications, adaptations, translations, designs and methods and other derivative works of, based on, derived from, obtained from the Licensee in connection with the Licensed Technology, or otherwise using any Licensee Data are themselves also Licensee Data. Licensee Data does not include any Licensor Materials.
- m. *Licensor* means enCodePlus, LLC.
- n. *Renewal Term* has the meaning set forth in Section 6(b).
- o. *Services* means all services required of Licensor to ensure the Licensed Technology is available to the Licensee over the Internet consistent with the terms of this Agreement. These services include: hosting; making the system available to the Licensee over the Internet as a service; ensuring the system operates with other Licensed Technology, hardware, systems, networks, and services; using embedded third-party software, including for processing Licensee Data; programming, modifying, or configuring the Licensed Technology to meet the Licensee's ongoing needs; integrating, customizing, enhancing, or modifying the Licensed Technology; consulting activities; and training or project management. All Services are to be provided without warranty except as otherwise specifically provided.
- p. *Service Error* means an event that results in an impairment of performance or essential operations of the Licensed Technology, and includes any actual or claimed inability to use the Licensed Technology for its intended purpose because of a claimed failure to adhere to the Americans with

Disabilities Act or any state, county, or municipal ordinance or statute relating to disability or accessibility, including Web Content Accessibility Guidelines.

- q. *Substantial Delay* means a delay in the achievement of a milestone by its milestone date or a delay in the development, testing or implementation of a deliverable by the relevant date set out in the project schedule.
 - r. *Term* means the Initial Term and any subsequent Renewal Terms.
- 2) **Agreement.** This End User License Agreement (“Agreement” or “License”) is made as of the date of the last signature below, between enCodePlus, LLC, a Texas Limited Liability Company (“Licensor”), and Woods Cross, a public body corporate and political subdivision of Utah (“Licensee”).
- 3) **Licensed Technology.** This is an Agreement between Licensor and Licensee, with a term as set out in Section 6, *Term and Termination*, below. Licensor grants licensee a non-transferable, non-exclusive, limited, non-assignable, and non-sublicensable right to use the Licensed Technology covered by this Agreement pursuant to the terms of this Agreement including payment of all applicable Fees. This right to use and access the Licensed Technology is for unlimited concurrent use for Licensee governmental purposes, including on- and off-site access. This License gives only certain rights to Licensee. All other rights are reserved to Licensor.
- 4) **Software Package.** The terms of this Agreement apply to Licensee’s use of the Licensed Technology, including an unlimited number of registered license seats and two hours of annual technical support¹.
- 5) **Third-Party GIS Services.** For Licensees who elect to include GIS features and services that incorporate or utilize technology provided by ViewPro GIS, LLC (“ViewPro”), the parties agree that ViewPro shall be considered a third-party provider solely with respect to those GIS features and services. ViewPro shall be directly responsible for the performance, operation, and support of its own products and services, including any data integration, GIS mapping features, or custom configurations provided through its platform. ViewPro shall be solely liable for any claims, damages, or liabilities arising from or related to:
- a. technology errors or omissions involving its software or services; and
 - b. employment practices liability related to its personnel or subcontractors.

Licensor shall have no liability for any errors, interruptions, delays, defects, or damages caused by ViewPro technology or personnel. Licensee acknowledges that any obligations regarding ViewPro’s services are subject to the terms and limitations of this agreement, or as incorporated by amendment into this Agreement.

- 6) **Software Support.** The terms of this Agreement apply to the following services provided and included support.
- a. *Services Provided.* During the term of license, enCodePlus will provide:
 - (1) Expert level guidance and troubleshooting in connection with questions and issues arising from use of our Software;

¹ Technical support excludes adding or building new content, codification services, and customizing the Software in any way.

- (2) Bug fixes and issue resolution; and
 - (3) Access to new releases of the software, excluding new products being added to a product line or new functionality that is sold as a separate option and price.
 - b. *Included Support.* The following are included in the enCodePlus software support obligations:
 - (1) Access to new releases will be accessible for each available code update of the same features included in the current license.
 - (2) New release support may include training and guidance to answer specific questions.
 - (3) Basic product functionality questions to answer "how to" questions related to standard and, as applicable, premium feature usage.
 - (4) Enhancements and feature request submissions.
 - c. *Excluded Support.* The following are excluded from enCodePlus software support obligations:
 - (1) Use of the software on other than the current production version or one previous major version a web browser.
 - (2) System/server administration activities.
 - (3) Routine product maintenance (data backup, cleaning disk space and configuring log rotation).
 - (4) 3rd Party applications not provided by enCodePlus.
 - (5) Altered or modified software, unless altered or modified by enCodePlus documentation or knowledge base.
 - (6) Defects in the software due to hardware malfunction, abuse or improper use.
 - (7) Any version of the software for which support services have been discontinued.
 - (8) Support for training, customization, integration and any issues arising from non-standard usage of the software.
 - (9) Professional services that have not been purchased.
 - (10) Support or services necessitated by extraordinary costs or financial burdens outside enCodePlus' reasonable control, including but not limited to:
 - a. new or amended local, state, or federal mandates;
 - b. regulatory compliance requirements;
 - c. third-party imposed assessments or technical standards; or
 - d. substantial unanticipated increases in operating costs directly tied to continued performance under this Agreement.
 - d. *Terms of Support.* Licensee is eligible to receive maintenance provided Licensee is current on all applicable build, license and maintenance fees.
- 7) Term and Termination.**
- a. *Initial Term.* The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to this Agreement, will continue in effect for three years (the "Initial Term").
 - b. *Renewal.* Following expiration of the Initial Term, this Agreement will automatically and perpetually renew each year on the anniversary of the Effective Date unless:
 - (1) terminated pursuant to this Agreement, or

- (2) the Licensee gives Licensor written notice of nonrenewal at least 30 days prior to the expiration of the current term (collectively, the Renewal Term and the Initial Term constitute the "Term").
- c. *Termination for Cause.* In addition to any right of termination set forth elsewhere in this Agreement, the Licensor or Licensee may terminate this Agreement for cause in accordance with this Section.
- (1) The Licensor or Licensee may give written notice of termination to the other party effective as of the date specified in the notice if:
- the other party materially breaches this Agreement; and
 - the breach cannot be cured, or can be cured, but remains uncured 30 days after the breaching party receives written notice of the breach.
- (2) The Licensee may terminate any and all of this Agreement, effective immediately, by written notice to Licensor if Licensor:
- (a) is dissolved or liquidated or takes any corporate action for such purpose;
 - (b) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - (c) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law;
 - (d) makes or seeks to make a general assignment for the benefit of its creditors; or
 - (e) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- d. *Termination for Convenience.* At any time without cause and without causing any breach or incurring any additional obligation, liability, or penalty, the Licensee may terminate this Agreement, in whole or in part, at any time by giving 30 days written notice to Licensor. In the event this Agreement is terminated for convenience, Licensor shall be paid for any services properly performed through the termination date specified in the written notice of termination. Licensor acknowledges that payment for goods and services rendered is good, valuable and sufficient consideration for the Licensee's right to terminate this Agreement for convenience.
- e. *Termination Due to Change in Funding.* If the funds the Licensee relied upon to establish this Agreement are not appropriated, withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the Licensee may terminate this Agreement by providing 90 days' written notice to the Licensor. The termination shall be effective on the date specified in the termination notice. In the event of termination under this subsection, all fees for the contract year in which termination occurs shall be prorated through the effective date of termination, and the Licensee shall remain responsible only for payment of services rendered and access provided through such date.
- f. *Effect of Termination; Data Retention.* Upon termination or expiration of this Agreement, the Licensor and Licensee shall comply with the requirements and obligations of this Subsection.
- (1) Subject to the continuing rights, licenses, and obligations of either Licensor or Licensee under this Agreement, all authorizations and licenses granted under this Agreement will immediately

terminate. The Licensee shall cease all use of the expired or terminated Licensed Technology, and Licensor shall cease all use of Licensee Data.

- (2) The Licensee shall pay to Licensor all undisputed charges and amounts due and payable to Licensor, if any, for use of the Licensed Technology and Services performed under the terminated or expired Agreement.
- (3) Licensor shall repay, on a pro rata basis, all fees, expenses, and other amounts paid in advance for any Services that Licensor has not performed as of the effective date of such expiration or termination.

8) Fees.

- a. *Fees.* Licensee will pay Licensor in accordance with **Exhibit B, Payment Schedule**.
- b. *Delays.* In the event of substantial delays occurring during the performance of the one-time build services through no fault of the Licensor, the one-time build sum shall be equitably adjusted by change order in accordance with the procedures in Section 23, *Change Orders*. A delay shall be considered substantial when it causes a cumulative delay of 30 days or more. The change in fee due to such substantial delay shall be one percent of the total one-time and annual cost, accrued on a monthly basis until the services are complete. The timelines² are as follows:
 - Provision of requested documents, files and information³ 10 business days
 - Approval of layout and design deliverables⁴ 5 business days
 - Response to questions regarding certain features⁵ 5 business days
 - Review, testing and approval of individual deliverables⁶
 - Published document(s) 15 business days
 - Premium features 10 business days
 - Draft site delivery 10 business days
- c. *Fees During Renewal Terms.* Licensor fees are fixed during the Initial Term. Licensor may increase Fees for the Renewal Term and subsequent Renewal Terms by providing written notice to the Licensee at least 60 calendar days before the Renewal Term that would be subject to the new fees begins. No increase in Fees for a Renewal Term shall exceed the lesser of:
 - (1) Three percent of the Fees effective during the immediately preceding Renewal Term; or
 - (2) The amount equal to the percentage of the most-recently published Consumer Price Index (CPI) for all Urban Consumers. Licensor and Licensee agree that if this CPI is no longer published, Licensor and the Licensee will negotiate in good faith to select a new index that best reflects and accounts for cost changes relevant to the Licensee's geographic location and Licensor's business.

2 Timelines may overlap

3 A written request for the applicable documents, files and information will be made upon execution of this Agreement

4 This includes the conceptual layout and design of the site

5 This may include questions or clarifications concerning zoning districts, land uses, calculators, etc.

6 Individual deliverables include published documents, features and tools

d. *Special Fees and Assessments*

- (1) In the event the Licensor incurs material, documented costs outside of its reasonable control that are directly attributable to continued performance under this Agreement—such as new or amended federal or state legal mandates, regulatory compliance requirements, or third-party imposed assessments (collectively, “Extraordinary Circumstances”)—the parties may discuss whether a limited special fee or assessment is necessary.
- (2) Any special fee or assessment may be imposed only upon the Licensee’s prior written approval, and only if:
 - (a) The Licensor provides written notice at least thirty (30) days in advance, including a description of the Extraordinary Circumstance, supporting documentation of the incremental cost, and the methodology used to calculate the proposed fee; and
 - (b) Any such fee is equitably allocated among similarly situated licensees and shall not exceed the amount necessary to offset the Licensor’s actual incremental costs directly resulting from the Extraordinary Circumstance.
- (3) This provision does not authorize unilateral increases to the standard license fees set forth in this Agreement, and any approved special fee shall be limited to the specific, identifiable cost incurred as a direct result of the Extraordinary Circumstance.

e. *Fees for Additional Services or Deliverables.* Licensor will invoice Licensee at the lesser of \$150 per hour or the then-prevailing rate for the following additional services or deliverables:

- (1) *Document and Site Comments:* Providing comments or feedback on documents or the site beyond two iterations of review.
- (2) *Post-Approval Modifications:* Making modifications, adjustments, or additions to documents or the site (excluding codification-related services) after staff approval.
- (3) *Photo Adjustments:* Performing required adjustments to photos not provided in a “ready to use” format, which includes digital manipulation such as cropping borders, correcting ratios, refining resolution, or other edits necessary to make images suitable for placement on the site.
- (4) *Admin View and Text Updates:* Implementing requested changes to the Admin View user list or updating main menu/homepage text that was not included in the original scope of the one-time build.
- (5) *Template and Feature Updates:* Updating design templates, page layouts, styling, calculators, content assemblers, navigators, eReaders, document galleries, interactive summaries, subject indexes, land use lookups, or other tools or features not covered under annual maintenance costs.
- (6) *Additional Software Training:* Providing software training for current or new users beyond one session per year.
- (7) *Document Printing:* Formatting, customizing, preparing, producing, and delivering printed documents, including any time incurred to meet these requirements.

f. *Invoices.* Licensor shall submit invoices to the Licensee for access to the Licensed Technology and for all services completed at least 60 days prior to the due date of the payment. The invoice shall be submitted to Licensee in electronic format.

g. Payment.

- (1) *Initial Term.* Invoices will be issued upon substantial completion of the draft and final deliverables. Licensee shall have 30 calendar days from the date the invoice is issued to review and provide final written comments on each deliverable. The invoice is payable on the 31st day. Payment may be made by check or Automated Clearing House (ACH) transfer, unless otherwise agreed to in writing by the parties.
- (2) *Renewal Term.* Licensor shall submit invoices to Licensee for access to the Licensed Technology and all services completed at least 60 days prior to the due date of payment. Payments shall be remitted by check or ACH transfer.
- (3) *Late Payment.* If any payment due under this Agreement ("Payment Due") is more than 15 days past due, a fee of 10 percent of the Payment Due shall be paid by Licensee in addition to the Payment Due. If Payment Due is more than 30 days late, the Fee shall be 20 percent in addition to the Payment Due. If Payment Due is more than 45 days late, the Licensed Technology will be taken off line, and will not be restored until the Payments Due and any Fees associated with each Payment Due has been paid in full.

9) Software Build.

- a. *Content.* Refer to Exhibit B, *Payment Schedule*.
- b. *Standard Features.* Refer to <https://www.encodeplus.com/resources/features/#standard>.
- c. *Support and Maintenance.* With respect to addressing errors which may arise in the Licensed Technology, Licensor shall provide Support Services for the Licensed Technology in accordance with the provisions of this Subsection.
- d. *Support Responsibilities.*
 - (1) Support shall be provided by Licensor as set forth in Exhibit B, *Payment Schedule*.
 - (2) Licensor shall:
 - (a) Make commercially reasonable efforts to correct all Service Errors, including by providing defect repair, programming corrections, and remedial programming. Licensor's obligations with respect to correcting accessibility issues shall not require Licensor to perform any correction that would result in an undue financial and administrative burden or a fundamental alteration in the nature of the programs, services, or activities being offered.
 - (b) Provide telephone or web-based support within one business day of contact by Licensee during Licensor's business hours, or at a mutually agreeable time. Licensor will promptly assess the issue and its severity and will notify Licensee of the expected time of resolution. Licensor will use commercially reasonable efforts to resolve issues within one business day, or less, and may use any reasonable resolution method available (e.g., fixes, workarounds, etc.) to resolve an issue. The most severe issues whereby the Licensed Technology is unusable will be the first and highest priority, which will be worked on until resolved. Licensor does not guarantee resolution of issues within the response period, only response to initial calls. Failure to contact a Licensee within the response time period because the Licensee is unavailable (e.g., phone busy, no answer, in a meeting, or out of the office) does not constitute Licensor's noncompliance with the response commitment. Failure of

Licensor to achieve the technical support response times shall not constitute a material breach of this Agreement.

- (c) Provide online access to user support information, to the full extent Licensor makes such resources available to its other customers.
- e. *Service Maintenance.* As part of the annual license fee, Licensor shall continuously maintain the Licensed Technology to optimize availability. Such maintenance services shall be performed outside of Licensee's normal operating hours, and include:
 - (1) No less than annually, and additionally as needed to maintain security, performance, or compliance, Licensor will provide, at no additional charge, all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Licensed Technology (collectively, "Maintenance Updates"). Maintenance Updates exclude Additional Features, meaning new, separately priced modules or materially new functionality not included in Licensee's current subscription. Licensor will provide Licensee at least 10 days' notice of any scheduled Maintenance Update that may cause service interruption."
 - (2) Ensuring that all changes to the Licensed Technology will not adversely affect the system; and
 - (3) All such services and repairs necessary to maintain access to or use of the Licensed Technology.
- f. *Escrow.* If included as a feature in Exhibit B, *Payment Schedule*, or added thereafter by amendment to this Agreement, Licensor shall place all source code constituting and relating to the Licensed Technology into an escrow account pursuant to the terms of an escrow agreement (the "Escrow Agreement") to be entered into between Licensor and the escrow agent (the "Escrow Agent") which shall name Licensee as a beneficiary; provided, however, that the Escrow Agreement shall contain substantially the following conditions with respect to release of escrow to Licensee: (i) Licensor is adjudged bankrupt, and/or (ii) in the event of a catastrophic loss which terminates Licensor's operations, then Licensee shall have a non-exclusive, royalty-free, perpetual, worldwide license to use the source code released from the escrow in its sole discretion, solely for its own internal use and not for any resell, license, or sub-license. In consideration of Licensor placing the source code in escrow, Licensee will pay an annual escrow fee of \$1,000, plus a \$750 escrow initiation fee, for the first license year and an annual source code escrow fee of \$1,000 thereafter. All charges for additional services which may be requested from the escrow company by Licensee as a beneficiary to the escrow agreement shall be payable by Licensee.

10) Code Management. Licensor will undertake the following services:

- a. *Codification.* The "Content" identified in Section 8, *Software Build*, above, will be systematically managed and maintained by Licensor. Such services include the integration of new or amended text and the documented history (i.e., ordinance, resolution, bill, by-law, plus the adopted and/or effective date, and legal citation(s), as applicable). All amendments will be denoted by Title, Chapter, Article, or Section, as applicable, together with a cumulative history table of all amendments. The ordinance, resolution, bill, or by-law is uploaded to the cloud library and linked within the document text and history table. Keywords may be added to maintain a searchable history of amendments.

- b. *Invoicing for Code Management.* Licensor will issue an invoice immediately upon delivery of codification at the then prevailing rate.
- c. *Process.* Licensor and Licensee will undertake the following process in relation to Document Management services:
 - (1) Licensee shall provide Word document, and any related JPEG, table, or similar document(s) to Licensor;
 - (2) Licensor shall provide the document management process services described in this Section and inform Licensee by email upon substantial completion of same;
 - (3) Licensee shall have a 15 business-day review period for accuracy after receipt of notice from Licensor, by the end of which review period Licensee shall inform Licensor of required corrections by email;
 - (4) Licensor shall make final corrections and inform Licensee by email upon substantial completion of same.
 - (5) Licensee shall have a five business-day review period for accuracy after receipt of notice from Licensor, by the end of which review period Licensee shall inform Licensor to release the document(s) for public use or inform Licensor of required corrections by email; Subsections 4 and 5 shall be repeated until all needed corrections have been made by Licensor; and
 - (6) Licensor shall release the document(s) for public use within five business days of notice from Licensee to do same.

11) Add-Alternate Services.

- a. *Retroactive Legal Review.* In-state attorneys may perform a thorough audit of the historical state of the ordinances. Licensee may not have reviewed its ordinances in several years (sometimes decades) and, therefore, the ordinances may be out of date. At the outset of the project, we would perform an audit of the existing code for potentially out of date ordinances. This review process may take 90 days or longer depending upon the number and nature of ordinances and the level of required review. The retroactive review would include several different types of issue spotting. First, the reviewer would determine whether any changes in legislation since the last recodification have rendered the code inaccurate or illegal. Second, the reviewer would consider whether certain ordinances are otherwise unconstitutional. Finally, the reviewer would determine if there are enforcement issues related to ambiguities in the code or other procedural due process issues.
- b. *Tracking New Legislation and Code Updates.* The attorneys would be responsible for monitoring new legislation and case law that impacts the Licensee's ordinances. The attorneys would prepare memorandum or other correspondence when new legislation is imminent or becomes effective. The attorneys would track bills that are being sent to the Governor for consideration. The attorneys would track decisions of local courts and the state and national courts at the federal level for changes that impact the Licensee's ordinances. This task would be performed on a continuing basis. Communications on this subject would be disseminated as the circumstances dictate.
- c. *Collaboration with Licensee's Attorney.* One of the ongoing responsibilities would be collaborating with local officials and most notably, the licensee's attorney. This collaboration would involve explaining potential issues both from the retroactive legal review and the ongoing legislation tracking. Attorneys would provide legal memorandum and/or other communications succinctly identifying the potential issues from the retroactive review or ongoing monitoring of new legislation. The attorneys would deliver these communications on an as needed basis.

- d. *Drafting Ordinances.* The ordinance review and ongoing legislation tracking may involve suggestions for drafting new ordinances or redrafting existing ordinances. This may include simple changes to existing ordinances or crafting wholly new ordinance chapters to replace obsolete ordinances or writing new ordinances to meet new legal standards. The attorneys would provide advice and drafting on the various ordinances on an as needed basis.
- e. *Annual Review.* The attorneys would engage in an annual review of the Licensee's ordinances. The attorneys would review the code at or near the beginning of each fiscal year to ensure compliance with updated legislation and case law. The review would include issue spotting for other constitutional or enforcement issues similar to the initial retroactive review. This review could occur on a different schedule approved by the Licensee.

12) On-Call Planning and Zoning Consultant Services.

- a. *Types of Services.* As elected by Licensee, Licensor, on behalf of its parent company, Kendig Keast Collaborative (hereinafter, Licensor), may undertake the following on-call services:
 - (1) General authorization on an hourly rate basis in accordance with **Exhibit C, Rate Schedule**, for work activities that are brief and sporadic (e.g., teleconference) or ongoing and of a general support nature.
 - (2) Work order authorization for work assignments with defined tasks and deliverables to be accomplished within a specified timeframe as reflected in a Scope of Services which the Licensor prepares and the Licensee accepts after any mutually agreed revisions. Licensor agrees to perform the services within schedules as may be set forth within work orders issued by the Licensee.
- b. *Time of Performance.* The Licensor shall be engaged for the above-described services in an ongoing capacity unless notified otherwise of the Licensee's intent to discontinue the professional services arrangement, in accordance with Section 6, *Term and Termination*. The Licensee shall consider and act on all project work items submitted by the Licensor, which require review, comments or approval by the Licensee, within a period of 10 work days, or as mutually agreed, so as to enable the Licensor to complete the work on schedule.
- c. *Compensation.* The Licensee shall compensate the Licensor for the professional services performed under these on-call services as follows:
 - (1) General authorization shall be compensated on an hourly rate basis, adjusted annually, and in accordance with the rate schedule as denoted in Exhibit C, *Rate Schedule*. Following any annual adjustments, the Licensor shall provide the Licensee an updated Rate Schedule. The hourly rates are "loaded" meaning they are inclusive of direct labor, overhead, fringe benefits, and profit.
 - (2) Work order authorizations shall be compensated on the basis of actual costs incurred by the Licensor within a not-to-exceed amount authorized by the Licensee in the work order. Upon request, the Licensor will provide an estimate of costs for work order services, which shall not be exceeded without further written authorization from the Licensee. The amount may be modified pursuant to Section 24, *Amendments and Modifications*, in the event of a change in the Scope of Services, delays encountered by the Licensee and/or Licensor during the performance of services, or an increase or decrease in the complexity or character of the work.

(3) For both general and work order authorizations, reimbursement of direct expenses, such as supplies, reproduction, postage/shipping, subsistence and similar work-related expenses shall be on the basis of actual cost, plus 10 percent. Reimbursement of mileage expense shall be at the prevailing Federal rate.

d. *Payment.* Payment shall be made by the Licensee on a monthly basis upon its receipt of a statement from the Licensor of its authorized expenditures to perform the required work. Each request for payment for work order authorizations shall include a brief progress report describing the services performed and work completed during the report period.

13) **Scope of Use.** Licensee acknowledges and agrees that the Licensed Technology are furnished to Licensee for the sole use of Licensee during the term of this Agreement. Licensee shall use the Licensed Technology only for Licensee's own internal purposes and shall not, without the prior written approval of Licensor, either allow any third party (i.e., other than employees who have a "need to know" the same in furtherance of Licensee's own internal purposes and are legally obligated to preserve and protect the secrecy thereof) to obtain the Licensed Technology or allow any use of the Licensed Technology for the benefit of any third party other than strictly for Licensee's own internal purposes.

14) **Use by Other Localities.**

a. *Extension of Agreement.* This License Agreement may be extended, with the authorization of the Licensee, to other public bodies or public agencies or institutions of the United States to permit their use of the contract at the same prices and terms and conditions of the License Agreement. If any other public body decides to use the final contract, the Licensor shall deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The Licensee acts only as the "Contracting Agent" for these public bodies.

b. *Responsibility for Notice.* It is the Licensor's responsibility to notify the public body(s) of the availability of the contract.

c. *Own Legal Determination.* Other public bodies desiring to use this License Agreement must make their own legal determination as to whether the use of this License Agreement is consistent with their laws, regulations, and other policies.

d. Each public body has the option of executing a separate License Agreement with the Licensor. Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the License Agreement's terms and conditions. If, when preparing such a License Agreement, the general terms and conditions of the public body are unacceptable to the Licensor, the Licensor may withdrawal its extension of the award to that public body.

e. *Not Held Liable.* The Licensee shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Licensor.

15) **Acknowledgement of Proprietary Rights.**

a. Licensee acknowledges that Licensor holds all right, title, and interest in and to the Licensed Technology, including all materials, media and copies thereof, and including all intellectual property rights (trade secrets and copyrights) pertaining thereto, and that this Agreement ("Agreement") conveys to Licensee

only a limited right to use the Licensed Technology. Such right is fully revocable in accordance with the provisions of this Agreement. Licensee agrees that, except for such right of use, it shall not assert any right, title, or interest in or to the Licensed Technology.

- b. Licensee acknowledges that the Licensed Technology constitute commercially valuable, proprietary, confidential products of Licensor, the design and development of which reflect a considerable effort on the part of skilled development professionals and the investment of considerable time and money. Licensee further acknowledges that the Licensed Technology contain substantial Trade Secrets of Licensor, which have been entrusted to Licensee for use only as expressly authorized under this Agreement. As used herein, Trade Secrets mean and include any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that its confidentiality affords Licensor a competitive advantage over its competitors). Trade Secrets include (without limitation) the source code, system design and specifications, command structure, algorithms, and input and output formats pertaining to the Licensed Technology. Trade Secrets do not include, however, any data or information that (i) is generally known to the public, (ii) has been or is disclosed to Licensee as a matter of right and without restriction by a third party who has lawfully obtained such data or information without obligation to Licensor, (iii) is independently developed by Licensee without reliance in any way on the Licensed Technology, or (iv) is approved for unrestricted publication by Licensor at any time. If required by order of any government authority, Licensee may disclose to such authority data, information, or materials pertaining to or involving the Licensed Technology only to the extent required by such order, provided that Licensee shall first have used its best efforts, in cooperation with Licensor, to obtain a protective order reasonably satisfactory to Licensor and sufficient to maintain the confidentiality of such data, information, or materials.
- c. Licensor claims and reserves to itself all rights and benefits afforded under U.S. copyright law and all international copyright conventions in all Licensed Technology as restricted, unpublished works.
- d. With the exception of “confidential records”, all records of a governmental body are presumed to be public records, open to inspection by members of the public. Confidential records are to be kept confidential, “unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information”. Among the public records which are considered confidential are the following:
 - (1) Trade secrets which are recognized and protected as such by law.
 - (2) Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

If a request is made by a member of the public to examine the Licensed Technology and related records, including the portion or portions thereof for which a confidentiality request has been made by this Agreement, the Licensee will so notify the Licensor and will keep confidential the Licensed Technology and related records, pending action by the Licensor requesting confidentiality to defend its request. In that notification, the Licensor requesting confidentiality will be given not more than 10 calendar days within which to file suit seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of the Licensed Technology and related records. Absent such action by Licensor requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the Licensed Technology and related records confidential, said information will be released for public

examination. Licensor shall be responsible for all costs relating to a declaratory judgment or in junctive action, including the payment of any damages assessed and attorney fees and litigation expenses awarded.

16) Restrictions on Use and Copying.

- a. Licensee shall devote its best efforts, consistent with the practices and procedures under which it protects its own most valuable proprietary information and materials, to protect the Licensed Technology against any unauthorized or unlawful use, disclosure, dissemination, or copying.
- b. Licensee shall not, at any time, disclose or disseminate the Licensed Technology (including any extract, copy, adaptation, or transcription thereof), or the Trade Secrets embodied therein, whether in whole or in part, to any employee, consultant, contractor, or other person who does not have a need to know and obtain access thereto in order to give effect to the rights granted to Licensee under this Agreement, in order to maintain the proprietary and confidential nature of such materials and to limit use and copying thereof and access thereto as required by the terms of this Agreement. Licensee shall require any persons authorized to have access to the Licensed Technology to accept the terms and conditions of such access.
- c. Licensee shall make no hard copies of the Licensed Technology.
- d. Under no circumstances may Licensee decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) the Licensed Technology.

17) Survival of Obligations. Licensee's obligations identified in this Agreement shall survive the termination of the Agreement and remain in effect for so long as Licensor is entitled to protection of its rights in the Licensed Technology under applicable law.

18) Notices.

- a. *Generally.* Except as provided in Subsection 16.b., notices delivered pursuant to this Agreement shall be sent to the people and addresses shown in **Exhibit D, Notices**. Generally, notices shall be delivered by First Class Mail or courier service. Such notice shall be deemed to have been given when deposited in the United States Mail or courier service properly addressed to the intended recipient.
- b. *Upgrades, Maintenance, Service Interruptions, and Planned Outages.* Notices regarding upgrades, maintenance, service interruptions, and planned outages shall be delivered by electronic mail to the Licensee. Licensee may change the individuals who receive notice pursuant to this Subsection by electronic mail notice to Licensor.

19) Assignment. Licensor may not assign its rights and obligations under this Agreement without prior written notice to Licensee no less than 30 days prior to assignment. Licensee may thereafter continue with the terms of this Agreement, attempt to renegotiate with the assignee, or terminate this license pursuant to the provisions of Section 6, *Term and Termination*.

20) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Licensor and Licensee and their respective successors and permitted assigns. There are no third-party beneficiaries to this Agreement. Notwithstanding the foregoing, with respect to GIS features and services provided by ViewPro GIS, LLC, the terms herein expressly acknowledge ViewPro's responsibility for its own technology and services as set forth in the section titled "Third-Party GIS Services."

- 21) **No Waiver.** The failure of either party to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.
- 22) **Effective Date.** The Effective Date shall be the date on which the Licensee executes this Agreement, or such other date as may be agreed to by the Licensor and Licensee and indicated as “Effective Date” below.
- a. *Venue.* Licensor and Licensee agree that this Agreement shall be construed in accordance with the laws of Nebraska. Venue for all actions brought pursuant to this agreement is in Davis County; and all parties consent to Davis County, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiation between senior executives of the parties who have the authority to settle the controversy.
 - b. *Notice of Dispute.* The disputing party shall give the other party written notice of the dispute. The other party shall respond in writing within 10 days after receipt of said notice. The notice and response shall include: (1) a statement of the party’s position and a summary of the facts and arguments supporting its position; and (2) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within 20 days of the date of the disputing party’s notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.
 - c. *Mediation.* If the controversy or claim has not been resolved within 30 days of the first meeting of the senior executives, the parties shall endeavor to settle the dispute by non-binding mediation.
 - d. *Court.* If the matter has not been resolved pursuant to the aforesaid non-binding mediation procedures within 90 days of the commencement of such procedure, parties may bring their claim in a court of law. Venue for all actions brought pursuant to this Agreement is in Davis County and all parties consent to Davis County, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this agreement.
 - e. *Relief.* Nothing in this Section shall prevent a Party from bringing an action for injunctive relief if such relief is necessary for the protection of a right or property or proprietary information which might be lost absent such relief.
- 23) **Integration.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between or among the parties. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.
- 24) **Force Majeure.**
- a. *Excused.* The party affected by the Force Majeure Event shall be excused from performance due to a Force Majeure Event as long as the affected party:
 - (1) gave prompt notice within 20 days of the Force Majeure Event to the other party,
 - (2) took all reasonable steps to avoid the cause of nonperformance, and
 - (3) continued to take reasonable steps to avoid and remove the cause of nonperformance.

- b. *Notice.* The affected party shall promptly notify the other party in writing and resume performance as soon as possible after the Force Majeure Event and to the full extent the cause of nonperformance is removed.
- 25) **Change Orders.** The fees and timeline may be changed only by Change Order. A Change Order signed by the Licensor and Licensee indicates agreement, including the adjustment in the fee and timeline. A Proposed Change Order (PCO) is a written request submitted to the Licensee by the Licensor requesting a change to the fee and/or schedule.
- 26) **Amendments and Modifications.** No amendment, modification, or supplement to this Agreement shall be binding on any of the parties unless it is in writing and signed by the parties.
- 27) **General Interpretation.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.
- 28) **Further Assurances.** Each of the parties agree to take such further action to execute and deliver such additional documents as may be reasonably required to them to effectuate the purpose and intent of this Agreement.
- 29) **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

	<u>Same as date signed by Licensee</u>
	Effective Date
<u>Woods Cross City</u>	<u>enCodePlus, LLC</u>
Licensee	Licensor
	
<u>Authorized Agent Signature</u>	<u>Authorized Agent Signature</u>
<u>Ryan Westergard, Mayor</u>	<u>Bret C. Keast, CEO</u>

Authorized Agent (Typed)

March 3, 2026

Date

Authorized Agent (Typed)

February 17, 2026

Date



EXHIBIT A
REQUEST FOR USER NAME AND PASSWORD

The City of Woods Cross, Utah (“Licensee”) requests that a new password be issued by enCodePlus, LLC (“Licensor”) for the benefit of Licensee to enable the undersigned user (“User”) to access and use the maintenance module and User Guide for the Licensed Technology. Licensee and the undersigned agree to comply with the below provisions of the End User License Agreement between Licensor and Licensee.

Licensee agrees that each of Licensee’s employees having administrative or maintenance access to the Licensed Technology, and at the full discretion of Licensor, contract workers and any third parties acting on behalf of Licensee or any other person or entity acting as an agent for Licensee in any capacity, shall be identified to Licensor and issued a unique password. Each person receiving a password must first complete and sign the user acknowledgment form below. Submission of such acknowledgment form will constitute a request by Licensee for issuance of a new password for a particular individual, and upon receipt of a completed acknowledgment form, Licensor will issue a password for that individual user. **Passwords are not transferable.** When Licensee becomes aware that a user will no longer need a password, for any reason, Licensee agrees to immediately notify Licensor that the password is no longer active. Any replacement users will be issued a new password. Licensee acknowledges full responsibility for any improper use of a password issued at the request of Licensee, and for any loss by or damage to Licensor caused by an improper use of any such password.

The undersigned supervisor and each licensed user agree to the terms of this Agreement and are responsible for the User’s compliance.

Licensed User Amendment Form – sent separately



EXHIBIT B
PAYMENT SCHEDULE

Content Build	One-Time	Annual
Municipal Code	\$8,800	\$2,500
General Plan	\$1,500	\$500
Woods Cross Station Area Plan	\$800	\$500
Parks, Trails and Open Space Plan	\$1,100	\$500
Specifications and Standards	\$1,300	\$500
Development Standards	\$300	\$500
Web Content Accessibility Guidelines Annual Monitoring	\$0	\$500
TOTAL	\$13,800	\$5,500

Codification services will be invoiced at a rate of \$22 per page.

Potential Future Add-Ons (price good for one-year)		
Development Calculators (each)		
Document Gallery		
E-Reader		
Index		
Research Assistant		
Zoning Navigator		
GIS APPLICATIONS		
GeoZone 3D		
Land Use Lookup		
Parcel Potential Tool		
SmartSearch		
Zoning Compare		
<i>Subtotal</i>	\$	\$
TOTAL ONE-TIME BUILD AND ANNUAL FEES	\$	\$

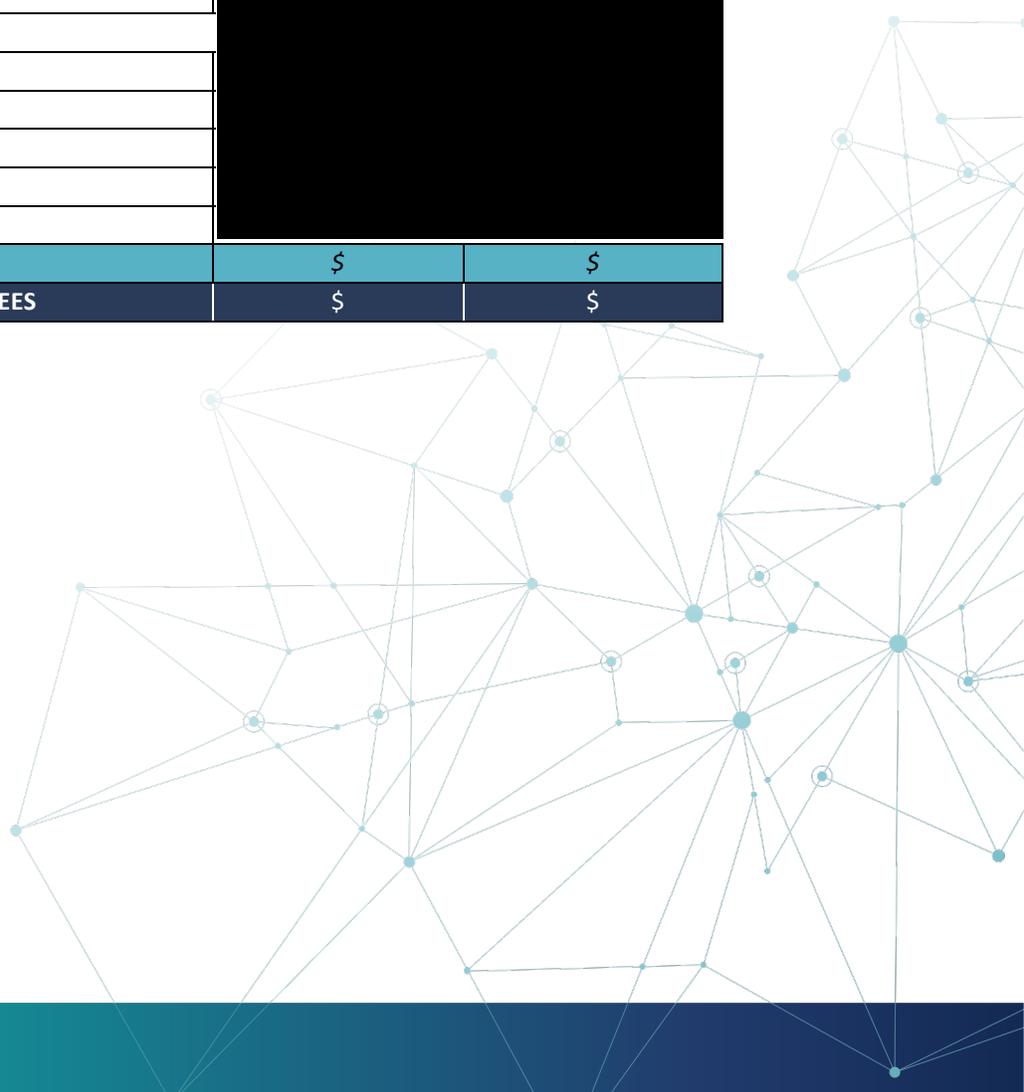


EXHIBIT C

RATE SCHEDULE

Direct Labor Rates (Average Hourly Rate for Personnel Classification)

CEO	\$225.00
President	\$190.00
Principal Associate / Practice Leader	\$160.00 - 175.00
Senior Associate	\$140.00 - 155.00
Associate	\$110.00 - 135.00
Business Administrator	\$75.00 – 90.00
Graphics Associate	\$60.00 - 70.00

Reimbursements

Mileage (Federal rate)	Actual mileage cost
Direct Expenses (Supplies, Reproduction, Subsistence, etc.)	Actual cost + 10%

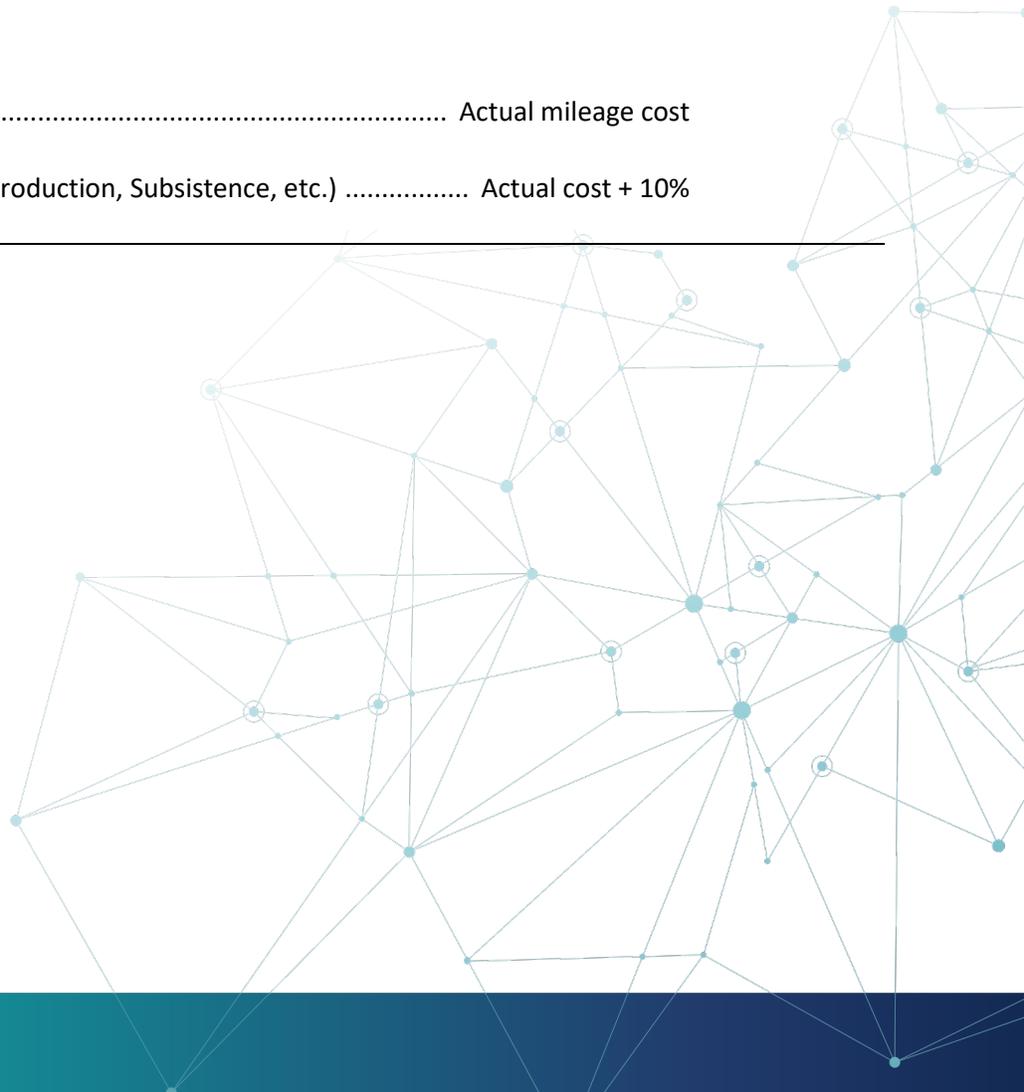


EXHIBIT D
NOTICES

To Licensor	To Licensee
<p>Bret C. Keast, AICP, President enCodePlus, LLC 77 Sugar Creek Center Blvd, Suite 600 Sugar Land, TX 77478 Tel: 281.302.5847 Email: bret@enCodePlus.com</p> <p><i>With copy to:</i> William G. Harger, Attorney at Law William G. Harger & Associates, PLLC 704 Main Street Richmond, Texas 77469 Tel: (281) 202-6000 Email: harger@hargerlaw.com</p>	<p>Bryce K Haderlie, City Administrator 1555 South 800 West Woods Cross, Utah 84087 O-801.677.1009 C-801.597.5160 Email: bhaderlie@woodscross.gov</p> <p><i>With a copy to:</i> Annette Hanson, City Recorder 1555 South 800 West Woods Cross, Utah 84087 O-801.292.4421 C-801.660.5871 Email: ahanson@woodscross.gov</p>
Account Management	Financial Services Department (minimum two)
<p>Kim Keast, Business Manager enCodePlus, LLC 77 Sugar Creek Center Blvd, Suite 600 Sugar Land, TX 77478 Tel: (281) 302-5847 Email: kim@encodeplus.com</p>	<p>Brian Passey, Finance Director 1555 South 800 West Woods Cross, Utah 84087 O-801.292.4421 C-801.807.9500 Email: bpassey@woodscross.gov</p> <p>Annette Hanson, City Recorder 1555 South 800 West Woods Cross, Utah 84087 O-801.292.4421 C-801.660.5871 Email: ahanson@woodscross.gov</p>



CODIFICATION AND HOSTING OF MUNICIPAL CODE

PRESENTED TO: WOODS CROSS
CITY, UTAH

December 29, 2025



Prepared by
enCodePlus

77 Sugar Creek Center Blvd, Suite 600
Sugar Land, Texas 77478

Point of Contact:

Bret C. Keast, AICP, CEO
1.281.302.5847
info@encodeplus.com



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December 29, 2025

LaCee Bartholomew
Community Services
1555 South 800 West
Woods Cross, Utah 84087

LaCee,

On behalf of enCodePlus, I'm pleased to present our proposal to republish, host and codify the Municipal Code for Woods Cross City. As a leading code management platform, enCodePlus delivers expert-built, web-based solutions that simplify organization, access, and upkeep.

Why enCodePlus?

With deep experience serving local governments nationwide, enCodePlus is uniquely equipped to meet the community's needs. Our platform is purpose-built for **municipalities**—making codes and ordinances easy to navigate, fully searchable, mobile-friendly, and accessible to both staff and the public.

Key Advantages:

- *Built by Practitioners:* Developed by professionals with extensive experience in municipal and county governance.
- *Always Accessible:* Web-based and mobile-friendly for anytime, anywhere use.
- *Smart Codification:* Automated updates eliminate outdated content and improve accuracy.
- *Powerful Search:* Find what you need fast with intuitive, robust tools.
- *Tailored for You:* Scalable, customizable, and designed to grow with your community.
- *A True Partner:* More than a platform—we provide ongoing guidance and support.

Our Commitment

We view every client relationship as a partnership. Our team is dedicated to a seamless onboarding process and sustained support that evolves with your community's needs.

Thank you for considering enCodePlus. We're excited about the potential to support the City and would welcome the chance to discuss any aspect of the proposal further. Please feel free to contact me anytime—I'm here to help in whatever way is most useful.

Respectfully,



Bret C. Keast
CEO | Owner

I. Executive Summary

enCodePlus is pleased to offer a proven, future-ready solution for modernizing and managing the Municipal Code. Built specifically for local governments, our platform combines powerful technology with deep domain expertise to deliver the most advanced code management system available. We offer the following key strengths as part of our proposal:

The Most Advanced Code Management Platform – With over 30 standard features and 40+ premium tools, enCodePlus offers the most feature-rich solution for local governments. Start with the essentials and expand over time to meet evolving needs—no rebuild required.

Industry-Leading Turnaround – enCodePlus offers the most-timely codification in the industry, with amendments codified and published online within **10 business days of receipt**.

Trusted Accuracy – Our codification services are recognized as the most accurate in the industry, ensuring precision, consistency, and confidence in every update.

Big-Firm Capability, Small-Firm Service – enCodePlus delivers the capabilities of a large firm with the personalized service and close client relationships of a dedicated partner.

Digital Code Implementation Options – To meet the goals for accessibility and ease of use, we offer two implementation options:

- **Base Build** – Migrates the Municipal Code to a clean, web-based format with intuitive navigation, keyword search, and mobile-friendly design. Ideal for communities seeking a reliable, modern platform for code access and maintenance.
Year 1: \$16,130 | Annual: \$2,500
- **Optional Build** – Includes all Standard features, plus advanced tools such as popup definitions, automated cross-referencing, hyperlinked footnotes, Archive Manager, and a Cloud Library. Enhancements like Quick Tables, custom templates, and email notifications offer a dynamic user experience and streamlined code management.
Year 1: \$20,630 | Annual: \$3,500

Zoning Tools Backed by Experience – enCodePlus delivers powerful zoning features, backed by over 40 years of expertise in drafting and administering zoning and land development ordinances.

“Who would have thought I could get so excited over the code!? It’s beautiful.”

- Colleen Norton,
Littleton, CO City Clerk

“On behalf of all of us, I can’t tell you enough how excited we are to work with you. Thank you very much for your help with this, and we’ll look forward to being in touch!”

- Maria Garcia, Basehor,
KS City Attorney

“I was encouraged when City staff notified me that this platform was ready to launch to the public,” Mayor Boesen said. “It shows that our city staff recognizes and identifies where processes can be improved and are actively working towards those goals.”

- Des Moines, IA Press
Release

Exclusive Site Branding:

enCodePlus is the only codification firm that offers full client-specific branding—ensuring your code platform reflects your community’s visual identity with custom logos, colors, typography, and domain name integration. This enhances user trust, reinforces your brand, and creates a seamless extension of your official municipal website.



II. What We Will Do For You

We will develop a responsive, user-friendly website to host the Municipal Code. The Code will be formatted, structured, and imported for easy navigation. Key features like advanced search and accessibility tools will enhance usability. Rigorous testing will ensure accuracy before launch, followed by ongoing support.

Scope of Work

Part I involves designing, developing, and launching a cloud-hosted website to provide public access to the Municipal Code. The site will be user-friendly, searchable, and designed for easy maintenance and updates.

- 1. Site Design and Build:** The website will be designed for easy navigation, seamless access, and compatibility across all devices. It will reflect the community’s branding while ensuring a user-friendly, responsive, and accessible experience for officials and the public. Subtasks include:
 - ◆ Develop a customized, web-based platform tailored to the community’s branding and accessibility requirements.
 - ◆ Create a clean, intuitive user interface for easy navigation of the Municipal Code.
 - ◆ Implement a responsive design to ensure compatibility across desktop and mobile devices.
- 2. Document Preparation and Import:** The Code will be formatted, structured, and imported into the platform for seamless digital access. This includes applying consistent numbering and a hierarchical organization to ensure clarity and usability. Subtasks include:
 - ◆ Convert and format the Municipal Code for web compatibility.
 - ◆ Apply structured formatting, including numbering and section hierarchy.
 - ◆ Import and organize ordinances into the platform for seamless access.
- 3. Standard Features Application:** The platform will include advanced search, cross-referencing, bookmarking, and accessibility features to enhance usability. These tools ensure quick retrieval, easy navigation, and compliance with accessibility standards. Subtasks include:
 - ◆ Enable advanced search capabilities for quick ordinance retrieval.

- ◆ Implement bookmarking, cross-referencing, and hyperlinking between sections.
 - ◆ Ensure accessibility compliance (ADA/WCAG) for inclusive public access.
4. **Codification:** We'll do the heavy lifting, ensuring your ordinances are codified accurately, and published for easy access online. Any necessary refinements will be made based on feedback to optimize performance before launch.
- ◆ Gather and review relevant documentation.
 - ◆ Proofread content for accuracy and consistency.
 - ◆ Prepare supporting legislative documentation.
 - ◆ Upload and link signed ordinances to applicable code sections.
 - ◆ Update the amendment history table to reflect changes.
 - ◆ Test and review all content to ensure legal compliance, integrity of the code and accurate formatting.
5. **Editorial Review:** An editorial review will be conducted to ensure that all adopted ordinances are clear, internally consistent, accurately formatted, and ready for publication. This step focuses on improving readability and correcting inconsistencies across all titles and chapters.
- ◆ Conduct an editorial audit to identify and correct errors, redundancies, conflicting provisions, and inconsistencies in formatting, numbering, and structure across all chapters.
 - ◆ Standard the presentation by refining headings, cross-references, and style to ensure clarity, precision, and uniformity throughout the Code.
 - ◆ Prepare marked-up and clean versions of all edits, ensuring all revisions are transparent, well-organized, and ready for integration into the digital publication platform.
6. **Comprehensive Legal Review:** Upon conclusion of the codification effort, a thorough legal analysis will be conducted to ensure statutory compliance, internal coherence, and enforceability of the Code. This includes:
- ◆ Conducting a comprehensive legal audit of all titles, chapters, and sections to assess accuracy, consistency, and alignment with current federal, state, and local laws and regulations.
 - ◆ Identifying conflicts, duplications, obsolete provisions, and procedural inconsistencies across the Code, including cross-referenced materials, penalty structures, and enforcement mechanisms.
 - ◆ Developing detailed recommendations for amendments, repeals, consolidation, or new provisions necessary to achieve legal sufficiency, eliminate risk exposure, and ensure practical, defensible implementation by staff, boards, and enforcement personnel.
7. **Go Live and Ongoing Support:** The website will be launched seamlessly, ensuring full functionality. Ongoing support, updates, and maintenance will be provided to keep the platform secure, up-to-date, and efficient.
- ◆ Deploy the website and ensure a seamless transition.
 - ◆ Offer ongoing technical support, updates, and maintenance.

Price Quote

The table below presents the full range of Base Build components and Optional Add-On Features available through enCodePlus.

- The Base Build includes all standard platform features, codification services, and hosting required to launch a modern, fully functional Municipal Code website.
- The Optional Build highlighted in the Executive Summary adds the Archive Manager, Cloud Library, Template Design Options and Web Content Accessibility 2.2 AA.
- The Option Build Features shown in the table below allow the City to expand functionality with additional documents, advanced zoning tools, and GIS applications.
- The City may select any combination of modules at any time, with bundle discounts available for multi-feature purchases.

Features and Content	One-Time Fee	Annual Fee	Year 1 TOTAL	Year 2+ TOTAL
BASE BUILD				
Municipal Code (See Standard Features)				
Comprehensive Legal Review				
TOTAL				
OPTIONAL BUILD FEATURES	Select			
General Plan	<input type="checkbox"/>			
Woods Cross Station Area Plan	<input type="checkbox"/>			
Parks, Trails and Open Space Plan	<input type="checkbox"/>			
Specifications and Standards	<input type="checkbox"/>			
Development Standards	<input type="checkbox"/>			
<u>Upgrade Features</u>				
- Development Calculators (each)	<input type="checkbox"/>			
- Document Gallery	<input type="checkbox"/>			
- E-Reader	<input type="checkbox"/>			
- Index	<input type="checkbox"/>			
- Research Assistant	<input type="checkbox"/>			
- Zoning Navigator	<input type="checkbox"/>			
<u>GIS Applications</u>				
- GeoZone 3D	<input type="checkbox"/>			
- Land Use Lookup	<input type="checkbox"/>			
- Parcel Potential Tool	<input type="checkbox"/>			
- SmartSearch	<input type="checkbox"/>			
- Zoning Compare	<input type="checkbox"/>			
TOTAL (to be determined)	TBD	TBD	TBD	TBD
TOTAL (20% BUNDLE DISCOUNT)	\$0	\$0	\$0	\$0

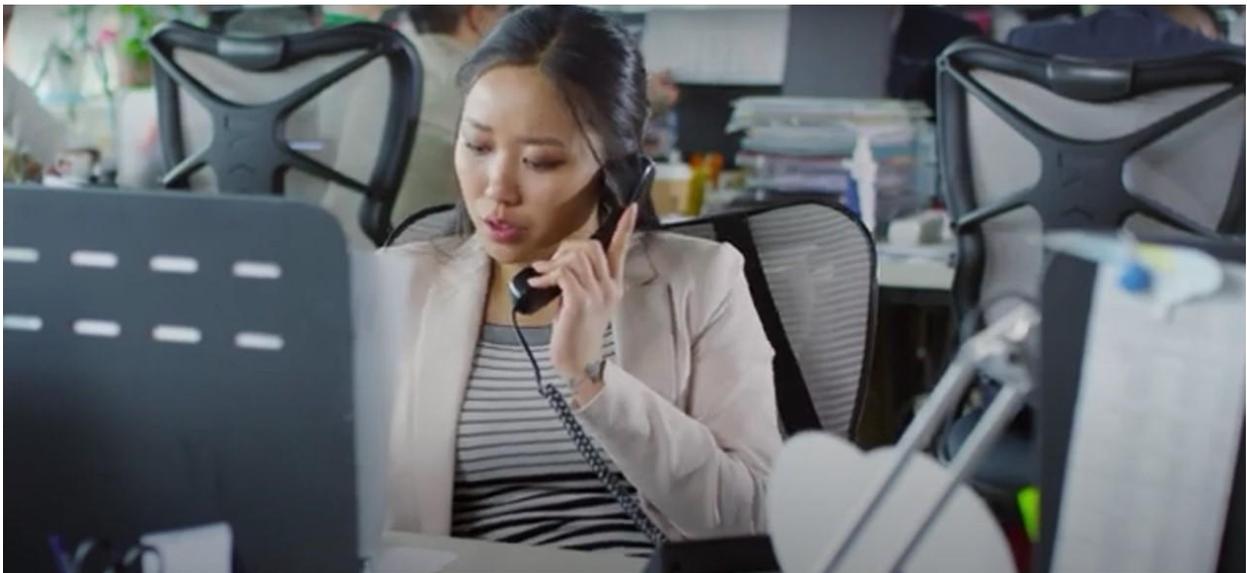
III. Feature Offerings

Standard Features

- ◆ *Adobe PDF Generator*: Generate downloadable documents in PDF format.
- ◆ *AI-Powered Assistant*: Answers user questions, navigates the Code, and provides context-aware guidance for faster, intuitive access to regulations.
- ◆ *Archive by Date*: Search document archives by date.
- ◆ *Archive by Ordinance*: Search ordinance archives by ordinance number or keyword.
- ◆ *Auto-Numbering/Tracking*: Automated numbering and tracking of code sections.
- ◆ *Boolean Search*: Allows Boolean operators for complex code searches.
- ◆ *Cross Referencing*: Toggle among documents for seamless cross-referencing.
- ◆ *Dynamic Tables*: Embedded table buttons hyperlinked to GIS maps and resource documents.
- ◆ *Google Analytics*: Insights into website traffic and usage patterns.
- ◆ *Graphics Manager*: Tool for managing graphics and images in documents.
- ◆ *Inline Graphics & Tables*: Insertion of graphics, images and tables into documents.
- ◆ *Internal/External Cross Referencing*: Automated linking between related sections within documents and to external websites.
- ◆ *Keyword Search*: Search codes, documents and ordinances by keywords or phrases.
- ◆ *Link Checker*: Report of live or broken links.
- ◆ *Mega Menus*: Drop down menus to provide seamless navigation deep into a website.
- ◆ *MS Word Exporter*: Export documents into fully-formatted MS Word or Adobe PDF formats.
- ◆ *Mobile Device Access*: Responsive access to mobile and tablet devices.
- ◆ *Page Numbering*: Auto-formatted page numbering with chapter prefixes.
- ◆ *Pop-Up Definitions*: Hover over, pop up display of word and term definitions.
- ◆ *Print*: Easily print any chapter of any ordinance or document.
- ◆ *Publishing Record*: Historical report of publishing activity by user and date.
- ◆ *Quick Links*: Jump directly to popular content.
- ◆ *Quick Reference Tables*: Access table content from a quick reference menu.
- ◆ *Real-Time Web Publishing*: Immediately publish docs on the web without delays.
- ◆ *Social Media Links*: Share documents on social media platforms.
- ◆ *Table of Contents Generator*: Automatically creates chapter-level tables of contents.
- ◆ *Table Templates*: Customizable table designs and layouts for ready placement.
- ◆ *Track-Change Editing*: Track text edits and changes by individual users.
- ◆ *User Guides & Tutorials*: Written guides and video tutorials.
- ◆ *Version Management*: Track document history and maintain version control.
- ◆ *Watermarking*: Superimposed text over page content.
- ◆ *Web Content Accessibility Compliance*: Complies with web accessibility standards.
- ◆ *Welcome Message*: Customized welcome message to new site visitors.

Standard Feature Benefits for Every Client

- ◆ **Increased Efficiency** - Staff spend less time searching, updating, or managing ordinances.
- ◆ **Improved Accuracy and Consistency** - Ordinances remain up-to-date and error-free.
- ◆ **Greater Public Transparency and Access** - A web-based platform ensures ordinances are easily accessible to the public.
- ◆ **Enhanced Usability for Staff and Officials** - Cross-referencing, hyperlinking, and quick navigation tools allow users to find and interpret information faster and more clearly.
- ◆ **Reduced IT and Administrative Burden** - Cloud hosting, secure maintenance tools, and responsive support reduce reliance on internal IT resources.
- ◆ **Custom Branding and Communication** - A customized interface and branded design reinforce the jurisdiction's identity and professionalism.
- ◆ **Scalability and Flexibility** - The platform is adaptable to jurisdictions of all sizes and can grow with needs over time.



Self-Publishing Option: For clients who prefer more control, enCodePlus offers self-publishing tools that allow client staff to draft, edit, and publish ordinances in-house — all within the platform.

Codification Made Easy!

Enter ordinance details once, and the rest is automated — reducing manual errors, increasing accuracy, and saving valuable staff time.



Upgrade Features

enCodePlus offers a variety of premium features that are both advanced and uniquely tailored to streamline ordinance drafting, codification, and public engagement.

Codification Features (for Municipal Codes)

- ◆ *Administrator Access:* Permission-based access for registered users to draft and edit text, amend and self-codify ordinances and web publish documents of all types. Includes training.
- ◆ *Agenda Depository:* Secure storage for official documents.
- ◆ *Auto-Notification:* Automated email notice of published document updates.
- ◆ *Cloud Library:* Secure document storage and retrieval system. Search ordinances by number, date or keyword.
- ◆ *CloudWriter:* Cloud hosted word processor and desktop publisher used to write and revise documents, compose the layout of text and graphics and preview in web and print formats. Requires Administrator Access.
- ◆ *Code Supplementation:* An official record of codified ordinances available as paperless (or printed) inserts to the Municipal Code.
- ◆ *Codification Wizard:* Fill-in-the-blank tools and automation for codifying (or recodifying) and documenting legislative amendments to the code. Requires Administrator Access.
- ◆ *Content Assembler:* Collation of content related to a specified topic. May include icons placed in headers, tables, or other parts of the document for quick identification and reference.
- ◆ *Custom Site Design:* Fully customizable websites with branding, messaging, images, videos, color schemes.
- ◆ *Custom Software Solutions:* Client-driven customizations to build new software features or applications.
- ◆ *Editorial Review:* Review by an editing professional to ensure clarity, style and accuracy with a focus on the technical aspects (grammar, formatting, spelling, consistency, punctuation, etc.) of an ordinance or code.
- ◆ *eReader:* Optimized mobile and desktop document reading with navigation, printing, linking.
- ◆ *Escrow:* Source code held securely in escrow, available to client to ensure ongoing access.

Zoning Expertise and Advanced Tools: Backed by the seasoned planners of Kendig Keast Collaborative, enCodePlus offers a robust suite of zoning features and tools specifically designed to support your staff, streamline development application review, and improve public understanding.

- ◆ *Historical Archive:* A searchable chronological index tracking the evolution of your plan or code.
- ◆ *Legal Review:* Expert review by state-specific legal team to ensure statutory consistency and compliance.
- ◆ *Page Layout and Styling.* Graphic design assistance for styling and formatting document templates.
- ◆ *Printing.* Printing and binding hardcopy originals with one- or two-sided color or black and white pages.
- ◆ *Software Training:* Advanced user training to build technical competence on use of the platform. Requires Administrator Access.
- ◆ *Subject Index:* Alphabetical list of words, terms and subjects mentioned in the text and indicating where in the document they are referred to.

Zoning Features

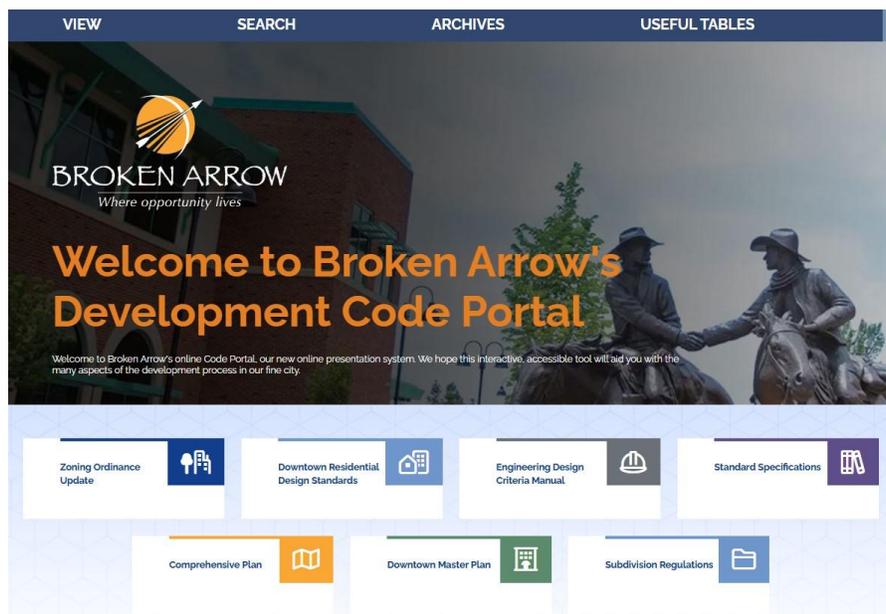
- ◆ *AppTrak+:* Online permitting system for application submission, payment, plan review, tracking and issuing permits and approvals.
- ◆ *Application Mapping.* Displaying proposed applications and their locations on an interactive online map.
- ◆ *ArcGIS Urban:* Visualizes proposed projects in context to understand real-world impacts.
- ◆ *Calculators:* Customizable calculators for on-the-fly computing of quantifiable standards including, but not limited to:
 - Accessible or affordable housing units and prices required by district, building type or other variables;
 - Acres of land or fee in-lieu of land dedication for parks, schools, etc.;
 - Bufferyard widths, screening types and plant types and quantities;
 - Number of dwelling units per acre and per development, as applicable;
 - Maximum allowable building floor area in proportion to lot area;
 - Total lumens permitted by district and per building entrance/exit/façade and outdoor café/display area;
 - Fee amounts for application filing and permitting;
 - Landscaping material types and quantities by location;
 - Credits and bonuses for use of sustainable landscape elements;
 - Total and shared parking space quantities for cars, trucks and bicycles;
 - Sign types, areas, heights and locations by district; and
 - Others per client request.

The Landscaping Calculator determines the required number of trees and shrubs for streetscapes, parking lots, and district buffers—ensuring quick, accurate, and code-compliant landscape planning.

Landscape Planting Requirements		
Calculate	Clear	Instructions
See : Division 4-6-4, Requirements by Landscape Area		
Part 1. Street Trees (See Sec. 4-6-4-1, Street Tree Program)		Results
Right-of-Way Length	<input type="text"/> Feet (Leave empty if no streets are to be provided.)	Qty
Intersection Width	<input type="text"/> Feet	
Part 2. Private Lots (See Sec. 4-6-4-3, Private Lots)		Results
Zoning District	Select District <input type="text"/>	Qty
No. of Dwelling Units (Single-Family Detached or Duplex)	<input type="text"/> Dwelling units	
Site Area (Other Housing Types)	<input type="text"/> Sq. Ft. (one acre = 43,560 sq. ft)	
Part 3. Parking Lots (See Sec. 4-6-4-4, Parking Lots)		Result
3a Perimeter Landscape Buffer Standards		
Perimeter of Parking Lot	<input type="text"/> Ft.	
Perimeter Exclusion dimension)	<input type="text"/> Ft. (See Sec. 4-6-4-4.B.1 for exceptions to perimeter dimension)	
31+ Parking Spaces	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Within 10' of a Single-Family or Duplex Lot, or an EN, RL, or RM Zone Boundary	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Overlaps with Other Required Buffers	<input type="radio"/> Yes <input checked="" type="radio"/> No	

- ◆ **Citizen Engagement:** Bundled set of interactive, easy-to-use tools and features to engage citizens and support enhanced communications and feedback.
- ◆ **Definitions Library:** Comprehensive glossary with 40,000+ (and counting) planning and zoning terms. Regularly updated. Requires Administrator Access.
- ◆ **Document Gallery:** Interactive web presentation of multiple public documents and archives organizing in a functional repository.

The Document Gallery hosts multiple documents in a centralized location, offering intuitive navigation and embedded links that allow users to move easily within individual documents and between related files.

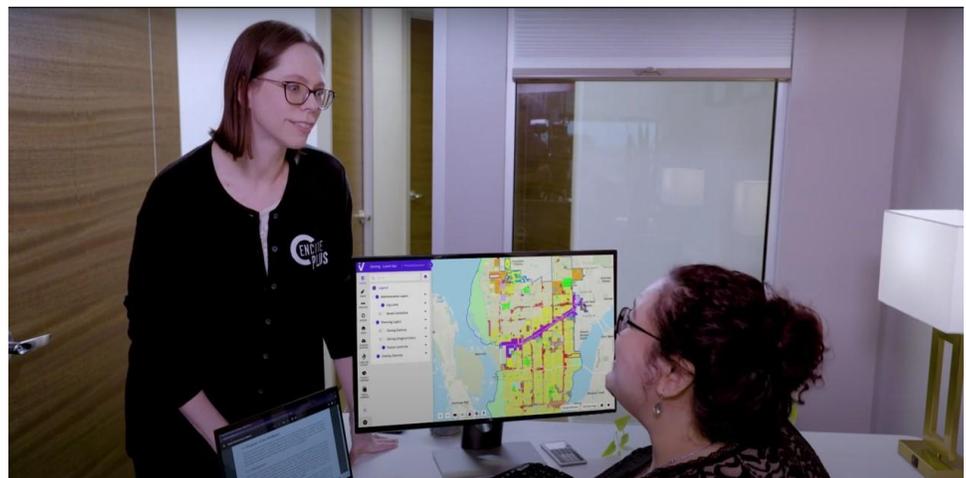


- ◆ **Dynamic 3D Simulation:** Virtual reality modeling using fly-through technology to simulate real-world conditions in three-dimensional context.

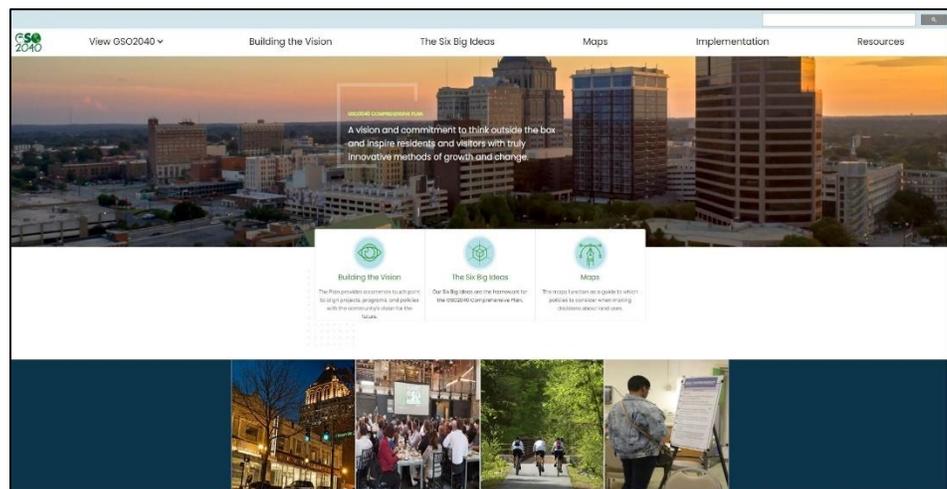
GeoZone is a robust mapping tool that dynamically links to zoning regulations, displaying address and parcel information, land uses, dimensional standards, and providing direct hyperlinks to applicable code sections.



- ◆ *GeoZone GIS*: Esri-based GIS map application designed for planning and zoning queries, analyses, and display including, but not limited to:
 - *District Summary*: GIS display of applicable land uses and height, area and bulk standards for a zoning district or user-defined area.
 - *GeoComment*: Facilitate input, gauge sentiment or generate support for projects, plans and other initiatives.
 - *Land-Use Lookup*: GIS map of districts where specific land uses are permitted by-right or by condition or special exception.
 - *Mail Merge*: Send targeted alerts to property owners within a user-defined area.
 - *Parcel Summary*: Instant access to parcel details like ownership, land and building value and district standards.
 - *Smart Web URLs*: Automatically links zoning districts and parcels dynamically to reflect real-time updates on the interactive map.



- ◆ *Interactive Summary*: Style of online presentation to organize content in an easily accessible, visually compelling way.
- ◆ *Plan Navigator*: see Site Navigator.
- ◆ *Project Website*. A hosted website used to introduce a project for the purpose of providing public information, facilitating comments, and inviting participating in the process.
- ◆ *Research Assistant*: Access a database of 3,500+ jurisdictions' ordinances for sample legislation. Requires Administrator Access.
- ◆ *Site Navigator*: Organizes plans, ordinances and other document types into understandable sections and categories. Also referred to as Plan Navigator and Zoning Navigator.
- ◆ *SmartSearch*: Search wizard to report parcel attribute data, land use and zoning information for any parcel or address and by zoning district or land use.
- ◆ *Scenario Modeling*: Use of ArcGIS Urban to build, visually depict and evaluate alternative building forms, land uses and performance metrics.
- ◆ *Video Animation*: Embed video into documents.
- ◆ *WebPlan*: Interactive web-based presentation of a plan document.



- ◆ *Zoning Consulting*: Professional services to audit, amend, update or rewrite zoning and land development regulations.
- ◆ *Zoning Compare*: GIS-powered map to compare current and proposed zoning regulations.
- ◆ *Zoning Navigator*: see Site Navigator.

WebPlan is an interactive, web-based platform for presenting plan documents, offering users a dynamic and accessible way to explore content online.

PROJECT TEAM

Bret C. Keast
CEO | Owner



Sharon Cadena
Operations Manager



Alexis Irwin
Document Specialist &
Codifier



Sean Brennan
Developer

IV. About enCodePlus

enCodePlus delivers a modern, technology-driven solution for code management—empowering local governments to efficiently host, codify, and maintain ordinances.

Our platform enhances transparency, improves accessibility, and ensures regulatory consistency. With intuitive navigation, automated updates, and seamless integration with GIS and other systems, enCodePlus transforms how municipalities, townships and counties manage and share their ordinances.



A Comprehensive Solution for Legal Document Management

enCodePlus is a powerful software platform designed for creating, publishing, and maintaining well-structured legal documents (as well as plans, manuals, handbooks, etc.). Developed by former municipal professionals, enCodePlus was built with a deep understanding of the need for accessibility, clarity, and efficient document management.

Designed specifically to address the challenges of managing large, complex, and sometimes graphics-intensive documents, enCodePlus has been continuously refined to integrate the latest technology and meet the evolving needs of its users. Led by a team of expert codifiers, the platform upholds the highest standards of legal document management, ensuring accuracy, compliance, and ease of use.

PROJECT TEAM

Vanessa Otero
Designer



Carlye Pichman
Client Relations Manager



Genevieve Nelson
Assistant Developer



Amber Johnson
Build Associate

Key Features and Benefits**Tailored for Client Needs**

- ◆ Designed by former municipal staff to improve accessibility, usability, and maintenance of legal documents.
- ◆ Supports a wide range of documents, including ordinances, governing body policies, strategic and small area plans, engineering standards manuals, procedural handbooks, form-based codes, and design guidelines.
- ◆ Designed to scale with the evolving needs of cities, counties, and other jurisdictions, ensuring sustainability and adaptability over time.

Seamless Integration & User-Friendly Interface

- ◆ Supports advanced formatting, numbering systems, and multimedia integration such as maps, charts, and embedded video content.
- ◆ Built to serve both internal staff and the public by improving access to information, reducing turnaround time, and simplifying navigation through dense legal text.
- ◆ Powerful search functions, filtering, and cross-referencing capabilities ensure users can quickly find the content they need.

Built for Large and Complex Documents

- ◆ Capable of managing graphics-rich, structured documents without sacrificing performance.
- ◆ Regular updates ensure compatibility with new technologies and incorporation of best practices in local government documentation and digital publishing.
- ◆ Easily integrates with GIS, permitting systems, and other local government platforms to deliver a cohesive user experience.

Advanced Document Editing and Publishing (Optional)

- ◆ Draft, revise, and publish documents within a protected environment featuring customizable user permissions.
- ◆ Real-time, Word-like editing interface allows multiple users to collaborate simultaneously—complete with version control, tracked changes, and threaded comment/response tools.
- ◆ Maintains a full history of document edits, approvals, and changes for easy reference and compliance reporting.



Codification and Maintenance Module

- ◆ Push updates live with a single click, ensuring constituents and staff always have access to the most current information.
- ◆ Mobile-friendly interface works across desktops, tablets, and smartphones, supporting remote work and field-based operations.
- ◆ Designed to streamline the codification and upkeep of municipal, township and county codes and supporting documentation.

Reliable Web Hosting & Security

- ◆ Hosted on redundant, high-speed servers for availability, rapid page loads, and reliable uptime.
- ◆ Advanced encryption and cybersecurity protocols safeguard sensitive data.
- ◆ Backups and failover systems ensure continuity and protection against data loss.

Dedicated Support and Training

- ◆ Comprehensive implementation support ensures a smooth transition with minimal disruption to existing workflows.
- ◆ U.S.-based support team available via phone, email, and chat to provide timely assistance and expert guidance.
- ◆ enCodePlus works collaboratively with your team to understand your unique needs and continually refine the platform to better serve your community.

Self-Publishing Option: For clients who prefer more control, enCodePlus offers self-publishing tools that allow client staff to draft, edit, and publish ordinances in-house — all within the platform.

What Sets Us Apart?

enCodePlus redefines municipal codification by combining deep local government expertise with modern, interactive technology—going far beyond the static, text-only approach of traditional codification firms. While typical providers focus on document formatting and basic legal upkeep, enCodePlus delivers a fully integrated platform built to support the real-world needs of clerks, attorneys, planners, elected officials, and the public.

At its core, enCodePlus is a cloud-based, dynamically structured environment where ordinances are not just stored—but intelligently organized, linked, and made actionable. Designed by long-tenured former government employees, the system helps cities manage complex codes such as Unified Development Codes (UDCs), hybrid zoning systems, and form-based codes with greater accuracy and usability than legacy systems allow.

Here's how enCodePlus sets itself apart:

- ◆ **Expert Code Drafting:** We don't just publish ordinances—we help write them. Our team of planners and legal experts craft clear, effective, and legally sound code language tailored to each community's goals, regulatory structure, and implementation needs.
- ◆ **Built for Complex Regulations:** Supports modern zoning formats including graphics-rich ordinances, form-based codes, and design guidelines—something most codification firms cannot accommodate.
- ◆ **Interactive Platform:** Offers dynamic tables, matrices, filtering, real-time search suggestions, and cross-document linking—making the code far easier to navigate and apply.
- ◆ **Accessibility and Custom Branding:** Fully WCAG 2.2 compliant with customizable interfaces that reflect the city's identity, improving transparency and engagement.
- ◆ **Collaborative Drafting Tools:** Allows city staff and legal teams to co-author code amendments in a controlled environment with versioning, markup, and comment tracking.
- ◆ **GIS Integration:** Enables parcel-level interaction through tools like *GeoZone™* and the *Parcel Potential Tool*, allowing users to view zoning regulations, dimensional standards, and development capacity directly on an interactive map.

In short, enCodePlus is more than a codification service—it's a regulatory management solution that modernizes how local governments write, update, and communicate their ordinances. We provide not only legal accuracy, but also user-centered design and strategic integration, making your code easier to use, more consistent to administer, and better aligned with community goals.

V. Our Experience

enCodePlus, LLC combines the experience of former local government employees with firsthand experience in writing and administering codes and ordinances, together with deeply experienced writers, planners, attorneys, software developers, web and communication designers, and illustrators.

Backed by the ingenuity of nationally recognized consulting firm Kendig Keast Collaborative, enCodePlus is the only software platform that integrates drafting, archiving, and codification with real-time publishing, paperless document management, and planning management tools like electronic development approval and permitting, development calculators, and geographic information systems applications.

It's not one or the other – its all-in-one.

Serving Communities of All Sizes — Nationwide

enCodePlus is proud to partner with a wide range of municipalities, townships, counties, and local governments across the United States. Our client base reflects a diverse mix of communities — from small towns with under 5,000 residents to large cities and metropolitan counties with populations exceeding one million.

This broad reach demonstrates the flexibility and scalability of enCodePlus. Whether a local government needs a simple self-publishing codification tool or a fully integrated zoning and document management system, our platform delivers consistent value.

We have a particularly strong presence in the South, Midwest, and West, with growing adoption in the Northeast. Our clients include fast-growing suburbs, historic small towns, coastal cities, and regional planning authorities.

Small Towns (click to view)

- ◆ [Basehor, KS](#)
- ◆ [Early, TX](#)
- ◆ [Elk Horn, IA](#)
- ◆ [Peshtigo, WI](#)

Cities (click to view)

- ◆ [Belmont, NC](#)
- ◆ [Clemson, SC](#)
- ◆ [Falmouth, ME](#)
- ◆ [Merriam, KS](#)

Major Cities (click to view)

- ◆ [Las Vegas, NV](#)
- ◆ [San Diego, CA](#) (pending)
- ◆ [Savannah, GA](#)
- ◆ [Washington, DC](#)

Counties (click to view)

- ◆ [Eagle County, CO](#)
- ◆ [Fairfax County, VA](#)
- ◆ [Guilford County, NC](#)
- ◆ [La Plata County, CO](#)

Document Galleries

- ◆ [Baytown, TX](#)
- ◆ [Belmont, NC](#)
- ◆ [Broken Arrow, OK](#)
- ◆ [Somerville, MA](#)

Zoning Ordinances

- ◆ [Covington, KY](#)
- ◆ [Littleton, CO](#)
- ◆ [Menifee, CA](#)
- ◆ [Yorkville, IL](#)

Project Showcase

See what our clients of all sizes across the country are doing with our planning and zoning tools:

www.encodeplus.com/resources/project-showcase/

Additional References

Available upon request
Tools and Features

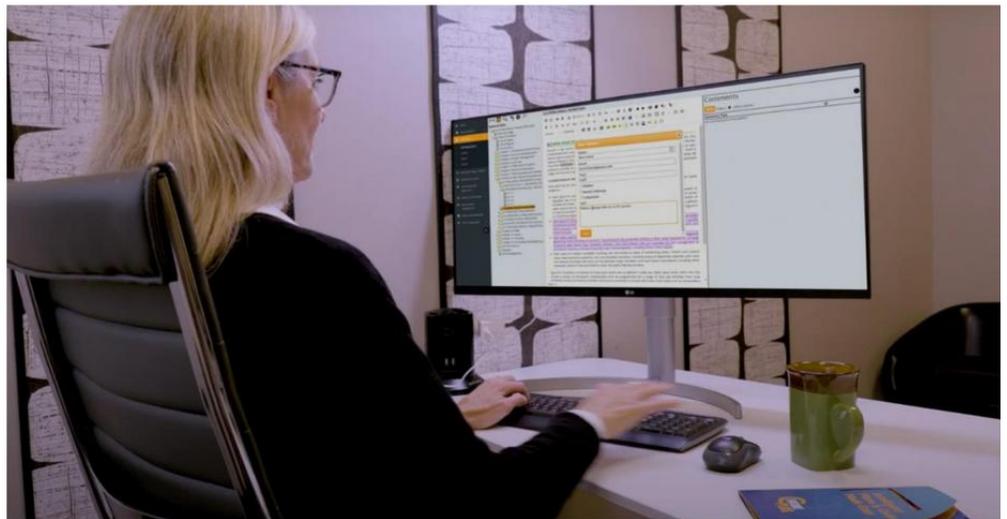
Discover the feature-rich suite of tools and features available on the enCodePlus technology platform to see what is possible for your community at www.encodeplus.com

Additional References

Available upon request

Our Track Record

We are fortunate to have a client-base of legacy users along with those for whom we've written their plans or bylaws and those who have entrusted us to host and manage their legislation. These individuals are valued customers and long-lasting friends.

**Orem, UT** (<https://online.encodeplus.com/regs/orem-ut>)

- ◆ *Content:* Municipal Code
- ◆ *Features:* Interactive 3D GIS, Land Use Lookup, Calculators
- ◆ *Reference:*
 - Teresa McKitrick | City Recorder
 - Phone: (801) 229-7298
 - Email: tmckitrick@orem.org

Littleton, CO (<https://online.encodeplus.com/regs/littleton-co>)

- ◆ *Content:* City Charter, City Code and Unified Land Use Code
- ◆ *Features:* GeoZone 3D, Land Use Lookup, Quick Links and Tables
- ◆ *Reference:*
 - Collen Norton | City Clerk
 - Phone: 303-795-3780
 - Email: colcityclerk@littletonco.gov

In Closing

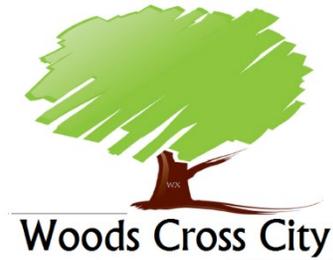
enCodePlus is the Fastest-Growing Municipal Code Management Company.

Reasons for this rapid growth include:

- ✓ **Unmatched Innovation:** enCodePlus leads the industry with cutting-edge features, cloud-based architecture, and continuous platform improvements that keep our clients ahead of the curve.
- ✓ **Built by Government Insiders:** Developed by former municipal staff and backed by planning experts, the platform is purpose-built to solve real-world challenges.
- ✓ **Timely, Automated Codification:** Our streamlined workflows and optional self-publishing tools eliminate bottlenecks and reduce errors — ordinances go live faster and with greater accuracy.
- ✓ **Superior Customer Experience:** Cities and counties choose enCodePlus for its relationship-driven service model. Clients receive responsive support, personalized training, and long-term partnership.
- ✓ **Zoning Expertise & Specialized Tools:** With the backing of Kendig Keast Collaborative, enCodePlus provides best-in-class zoning features that simplify administration and enhance public engagement.
- ✓ **Flexible, Scalable Solutions:** Whether for small towns or large urban counties, enCodePlus can be tailored to fit local needs — and grow alongside your organization.
- ✓ **Security & Reliability:** Hosted on high-speed, secure servers with built-in redundancy and disaster recovery, ensuring uninterrupted access to critical documents.
- ✓ **Trusted by Dozens of Jurisdictions Nationwide:** From San Diego to Savannah and everywhere in between, local governments are making the switch to enCodePlus.
- ✓ **Real-Time Collaboration & Editing:** Multiple users can work on the same document simultaneously using a familiar, Word-like interface — complete with track changes, comments, and version control to streamline internal workflows.
- ✓ **End-to-End Document Management:** From initial drafting to final publishing and long-term archiving, enCodePlus provides a seamless, centralized solution for managing all types of local government documents — not just codes.

Memo

To: Woods Cross Mayor and City Council
From: Brian Passey, Finance Director
Date: February 12, 2026
Re: Reimbursement Request #4: 2022 Road Bond Funds



Staff requests that the City reimburse itself for road project expenditures incurred during the period beginning January 2025 through January 2026 in the amount of \$317,487.94, payable from the remaining 2022 Road Bond Funds. The City Council authorizes this Request.

Attached is a summary chart for this Request #4.

Actual period expenditures (January 2025 to January 2026):

800 W 1500 S Traffic Signal:	\$190,441.49
<u>1100 West 500-1100 South Widening:</u>	<u>\$127,046.45</u>
Equals this Reimbursement Request Amount:	\$317,487.94

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

Road Bond account balance, 1/31/2026:	\$ 1.156 million
<u>(-) This Request #4:</u>	<u>< \$ 0.317 > million</u>
Equals Remaining Road Bond account balance:	\$ 0.839 million

Other points to consider are as follows:

- Reducing the Road Bond account balance also reduces the amount that may become subject to IRS review concerning municipal bonds.
- To best utilize the \$0.839 million remaining Road Bond account balance, and as part of both the current year 2025-2026 Budget and next year 2026-2027 Budget, the City Administrator will bring one or more road project(s) that are qualified and eligible to use the remaining road bond funds.
- The 2022 Road bond funds have earned \$324,534 during the time that they have been in the Bond PTIF account.

WX City GL Acct No		Amount	9/7/2022	Sep22~Jun23	Jul23~Dec23	Jan24~Jan25	Jan25~Jan26	PTIF Bond Balance
			Bond Estimate	Expense Period 1	Expense Period 2	Expense Period 3	Expense Period 4	
21-40-620	2022 Road Bond issuance costs		\$28,000		(\$26,420)	\$0	\$0	\$1,580
800 W Reconstruction (Area 3) Estimate								
21-40-733	Bowen	\$ 323,387		(\$348,231)	\$0	\$0	\$0	(\$24,844)
21-40-733	Kilgore	\$ 669,232		(\$692,277)	\$0	\$0	\$0	(\$23,045)
21-40-733	Change Orders	\$ 65,000		\$0	\$0	\$0	\$0	\$65,000
21-40-733	UTA Land Lease	\$ 9,500		(\$6,750)	\$0	\$0	\$0	\$2,750
21-40-733	Engineering J-U-B	\$ 150,000		(\$100,902)	(\$41,375)	(\$5,648)	\$0	\$2,075
21-40-733	800 W 1400 S Traffic Signal	\$ 390,197		\$0	(\$9,684)	\$0	(\$190,441)	\$190,072
Subtotal 800 W Reconstruction (Area 3) Estimate:			\$1,607,316					\$213,588
21-40-751	1100 W 500~1200 South		\$566,182	(\$338,208)	(\$2,128,840)	\$2,044,552	\$0	\$143,686
21-40-731	1100 W 1750~1975 South		\$233,281	(\$174,623)	(\$642,419)	(\$321)	\$0	(\$584,081)
21-40-737	1100 W 2100~2600 S WFRC/WXC	\$ 499,732			(\$31,287)	(\$86,900)	(\$127,046)	\$254,499
21-40-737	1100 W 2100~2600 S DC3Q/WXC	\$ 236,400						\$236,400
Subtotal 1100 W 2100~2600 South:			\$ 736,132					
Subtotal:			\$3,170,911	(\$1,660,990)	(\$2,880,024)	\$1,951,683	(\$317,488)	\$264,092
21-40-754	NSL Project Match: Traffic Signal		\$80,000			(\$50,000)	\$0	\$30,000
21-40-xxx	NSL Grade X-ing, or new Project		\$240,000					\$240,000
Subtotal:			\$320,000	\$0	\$0	(\$50,000)	\$0	\$270,000
Grand Total:			\$3,490,911	(\$1,660,990)	(\$2,880,024)	\$1,901,683	(\$317,488)	\$534,092
2022 Road Bond Proceeds:			\$3,500,000	\$1,839,010	(\$1,041,014)	\$860,669	\$543,181	\$9,089
Add: PTIF Interest Earned:			na	\$119,560	\$58,094	\$95,552	\$51,328	\$324,534
				\$1,958,570	(\$982,920)	\$956,221	\$594,509	\$867,715

Alternative PTIF Balance Analysis:		9/7/2022	Jun-23	Feb-24	Feb-25	Feb-26	Totals
			Reimbursement 1	Reimbursement 2	Reimbursement 3	Reimbursement 4	
	Original Bond	\$3,500,000	(\$1,660,990)	(\$424,563)	(\$582,942)	(\$317,488)	\$514,017
	Interest Earned		\$119,560	\$58,094	\$95,552	\$51,328	\$324,534
	Balance		\$1,958,570	\$1,592,101	\$1,104,711	\$838,551	\$838,551

RESOLUTION 2026-972

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

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

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

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

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

1. The transfer of funds in the amount of \$317,487.94 for the projects as shown in the attached spreadsheet.
2. This resolution becomes effective immediately upon adoption.

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

WOODS CROSS CITY

ATTEST

Ryan Westergard, Mayor

Annette Hanson, City Recorder

COUNCIL VOTING:

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



Action Items

Staff Reports

City
Administrator
Report

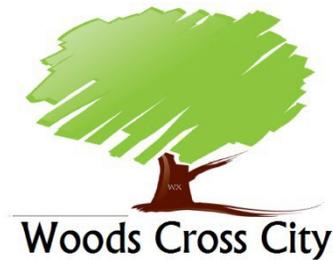
Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: February 26, 2026

Re: City Administrator Report for March 3rd 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. 12th because one of the architects had a death in the family.
 - a. The preliminary estimate for Rocky Mountain Power to move the 1500 S overhead powerlines is \$950,000 with a \$135,000 credit = \$815,000 paid by the city.
 3. Work on subsidence projects and the CDBG application has been submitted for next year.
 4. Working with South Davis Metro Fire District on the BTS mulch fire on 500 S and coordinating with the property owner to mitigate the smoke.
 5. Coordination with UDOT representatives on Clark Street ROW dedication.

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

Council Reports Directions to Staff

WOODS CROSS CITY

Sworn Statement Regarding Closed Meeting of City Council

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

STATE OF UTAH)

: § March 3, 2026

COUNTY OF DAVIS)

I, Ryan Westergard, hereby affirm as follows:

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

Subscribed and sworn to before me this March 3, 2026



Ryan Westergard, Mayor

Annette Hanson, City Recorder

Vote in favor of closed meeting:

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