



WOODS CROSS REDEVELOPMENT AGENCY

MEETING AGENDA

Tuesday, April 7, 2026
Beginning at 7:30 PM or as City Council Agenda provides
1555 S 800 W • Woods Cross, Utah 84087

This meeting will be held in person and via Zoom. You may access at <https://zoom.us/j/9358074960>
or go to zoom.us > select JOIN A MEETING > Meeting ID: 935 807 4960

Please mute your microphone except during PUBLIC COMMENT period.

1. BUSINESS ITEMS

CHAIRMAN

- a. Consideration to Approve RDA Minutes 1/17/26
- b. Presentation of the FY27 RDA budget
- c. Consideration to Adopt Resolution 2026-13

HADERLIE

ADJOURN

I certify that copies of the agenda for the Woods Cross City RDA meeting to be held April 7, 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: April 3, 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.

**WOODS CROSS REDEVELOPMENT AGENCY MEETING
FEBRUARY 17, 2026**

The minutes of the Woods Cross Redevelopment Agency meeting held February 17, 2026, in the Woods Cross City Hall located at 1555 South 800 West, Woods Cross, Utah.

CONDUCTING:

Chairman Ryan Westergard

BOARD MEMBERS PRESENT:

Ryan Westergard, Chairman
Julie Checketts
Jim Grover

Eric Jones
Wally Larrabee
Rachel Peterson

STAFF PRESENT:

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

Annette Hanson, City Recorder
James Bigelow, Police Chief

PUBLIC ATTENDANCE:

LeGrande Blackley
Don Schrader
Lois Schrader

CONSIDERATION TO APPROVE RDA MINUTES

The Chairman called for the review of the RDA minutes from the RDA meeting held 5/20//25.

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

CONSIDERATION TO ADOPT RESOLUTION 2026-147 APPROVING THE BID AWARD FOR BASEco TO PERFORM A SUBSIDENCE FOUNDATION REPAIR PROJECT USING CDBG AND RDA FUNDS

Chairman Westergard gave the floor to Mr. Bryce Haederlie, the RDA Executive Director. He noted that approving the RDA subsidence grant is required by the CDBG each year and the information has been put together by the Public Works Director and City Engineer as noted below:

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

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

**OFFICIAL MINUTES
WOODS CROSS REDEVELOPMENT AGENCY MEETING
FEBRUARY 17, 2026
PAGE 2**

There were no questions from the RDA Board and Ms. Checketts made a motion to adopt resolution 2026-147 approving the bid award for BASEco to perform the subsidence foundation repair project for Mr. Ghizzone using CDBG and RDA Funds. Mr. Jones seconded the motion, and all voted in favor of the motion through a roll call vote.

ADJOURN RDA MEETING

There being no further business before the RDA Board, Mr. Grover made a motion to adjourn the RDA meeting with Ms. Peterson seconding the motion and all voted in favor of the motion through a roll call vote.

Ryan Westergard, RDA Board Chairman

Annette Hanson, City Recorder

Memo

To: Woods Cross Mayor and City Council
 From: Bryce K Haderlie, City Administrator
 Date: April 3, 2026
 Re: FY27 RDA Tentative Budget Presentation



In accordance with Utah State Law and as the Budget Officer, I present to you the tentative Redevelopment Agency FY2025-26 (FY26) budget for the City of Woods Cross. You will see that we anticipate RDA/CDA revenue grow around 2 to 2.5%.

The expenses are for administrative costs, professional services (as needed), the reimbursement expenses back to the developers of the 2600 S (Smiths) CDA 2425 CRA (Performance Ford), and the two subsidence projects that we fund each year.

I want to thank our Finance Director, Brian Passey, for the work that he has done to get us to this point. During the meeting we can answer any questions and determine when we will hold budget work session meetings.

FY2026~2027 Tentative Budget

Account Number	Account Title	PY 2024-25 Actual Rev/Exp	CY 2025-26 Original Budget	FY 2026-27 Tentative Budget	% Increase	Dollar Increase Yr/Yr
Revenue						
Redevelopment Agency Fund						
25-31-100	PROPERTY TAX INCREMENT PROJ 1	0	0	0	0.00%	0
25-31-110	PROPERT TAX INCREMENT PROJ 2	0	0	0	0.00%	0
25-31-120	PROPERTY TAX INCREMENT WX/WB 1	0	0	0	0.00%	0
25-31-130	PROPERTY TAX INCREMENT WX3	367,813	365,000	370,000	1.37%	5,000
25-31-140	PROPERTY TAX INCREMENT 2600 S	171,254	170,000	180,000	5.88%	10,000
25-31-150	PROP TAX INCREMENT LEGACY CDA	306,448	305,000	315,000	3.28%	10,000
25-31-160	PROP TAX INCR LEGACY CDA WX/WB	0	700	700	0.00%	0
25-33-550	CDBG	115,000	0	0	0.00%	0
25-36-100	INTEREST EARNINGS	49,206	67,000	62,000	-7.46%	(5,000)
25-36-200	RENTAL INCOME	0	0	0	0.00%	0
25-36-300	REPAYMENT OF NOTE RECEIVABLE	2,024	2,000	2,000	0.00%	0
25-36-500	BOND PROCEEDS	0	0	0	0.00%	0
25-36-900	SUNDRY REVENUES	0	0	0	0.00%	0
25-38-400	SALE OF FIXED ASSETS	0	0	0	0.00%	0
25-39-100	LOAN FROM CPTL IMPRV DVLP FUND	0	0	0	0.00%	0
25-39-200	TRANSFER IN FROM OTHER FUNDS	0	0	0	0.00%	0
25-39-900	BUDGETED USE OF FUND BALANCE	0	0	0	0.00%	0
Totals:		1,011,745	909,700	929,700	2.20%	20,000

FY2026~2027 Tentative Budget

Account Number	Account Title	PY 2024-25 Actual Rev/Exp	CY 2025-26 Original Budget	FY 2026-27 Tentative Budget	% Increase	Dollar Increase Yr/Yr
Redevelopment Agency Fund						
25-40-110	SALARIES & WAGES	124,540	123,646	131,174	6.09%	7,528
25-40-112	OVERTIME	132	500	500	0.00%	0
25-40-130	RETIREMENT	11,455	24,400	24,483	0.34%	83
25-40-131	GROUP HEALTH INSURANCE	13,667	14,044	14,368	2.31%	324
25-40-132	WORKERS COMP INSURANCE	1,073	376	1,073	185.37%	697
25-40-133	LTD INSURANCE	1,253	3,715	3,715	0.00%	0
25-40-134	MEDICARE TAX	2,065	2,034	2,186	7.47%	152
25-40-136	SICK LEAVE CONVERSION-RETIREMT	0	0	0	0.00%	0
25-40-210	BOOKS, MEMBERSHIPS, SUBSCRIPTION	25	0	0	0.00%	0
25-40-220	PUBLIC NOTICES	0	1,000	1,000	0.00%	0
25-40-230	SCHOOLS, SEMINAR & TRAINING	0	0	0	0.00%	0
25-40-240	OFFICE SUPPLIES	0	0	0	0.00%	0
25-40-260	ALLOCATION OF CITY HALL EXPENS	44,484	61,504	52,301	-14.96%	(9,203)
25-40-270	UTILITIES	0	0	0	0.00%	0
25-40-310	LEGAL SERVICES	62	5,000	5,000	0.00%	0
25-40-311	PROFESSIONAL SERVICES	18,485	30,000	30,000	0.00%	0
25-40-410	CURB, GUTTER, SIDEWALK-HERMES	0	0	0	0.00%	0
25-40-510	INSURANCE	11,019	5,500	5,500	0.00%	0
25-40-550	CONTRIB TO OTHER GOVTS	0	0	0	0.00%	0
25-40-610	MISCELLANEOUS EXPENSES	0	0	0	0.00%	0
25-40-630	DEBT PAYMENT - PROJECT AREA 1	0	0	0	0.00%	0
25-40-631	DEBT PAYMENT - PROJECT AREA 2	0	0	0	0.00%	0
25-40-632	AGREEMENT PAYMENT- 2600 SOUTH	99,915	120,000	110,000	-8.33%	(10,000)
25-40-633	AGREEMENT PAYMENT- 2425 S CRA	91,640	100,000	60,000	-40.00%	(40,000)
25-40-650	BOND DISCOUNT	0	0	0	0.00%	0
25-40-660	BOND COSTS	0	0	0	0.00%	0
25-40-670	AMORTIZATION OF BOND ISSUE EXP	0	0	0	0.00%	0
25-40-730	SPECIAL PROJECTS	74,175	50,000	50,000	0.00%	0
25-40-731	SPECIAL PROJECTS-HOUSING	124,053	200,000	200,000	0.00%	0
25-40-740	EQUIPMENT	0	0	0	0.00%	0
25-40-800	TRANSFER TO CAPITAL DVLPMNT FU	0	0	0	0.00%	0
25-40-805	TRANSFER TO GENERAL FUND	0	0	0	0.00%	0
25-40-810	BOND PRINCIPAL-500 WEST	0	0	0	0.00%	0
25-40-820	BOND INTEREST-500 WEST	0	0	0	0.00%	0
25-40-830	BOND AGENT FEES	0	0	0	0.00%	0
25-40-900	TRANSFER TO FIXED ASSETS	0	0	0	0.00%	0
25-40-910	DEBT PRINCIPAL TO BALANCE SHT	0	0	0	0.00%	0
25-40-920	LOAN TO OTHER FUNDS	0	0	0	0.00%	0
25-90-900	LOAN PRINCIPAL TO BALANC SHEET	0	0	0	0.00%	0
25-90-990	BUDGETED INCREASE TO FUND BALANCE	0	167,981	238,400	41.92%	70,419
Total Fund Expenditures		618,044	909,700	929,700	2.20%	20,000
Net Revenue over/(under) Expenditures		393,701	0	0	0.00%	0

Woods Cross City Tentative Budget for FY26-27

***Budget by FUND SUMMARIES: All Funds**

	8/19/25	4/7/26	INCREASE or (DECREASE)	
RDA / CDA - Revenue	\$ 909,700	\$ 929,700	\$ 20,000	2%
RDA / CDA - Expenditures	\$ 741,719	\$ 691,300	\$ (50,419)	-7%
Net Revenue Over/(Under) Exp	\$ 167,981	\$ 238,400	\$ 70,419	0%
<i>Plus: Beginning Fund Balance:</i>	\$ 1,766,652	\$ 1,766,652	\$ -	<u>0%</u>
Fund 25 <i>Equals: Ending Fund Balance:</i>	<u>\$ 1,934,633</u>	<u>\$ 2,005,052</u>	<u>\$ 70,419</u>	<u>4%</u>

Memo

To: Woods Cross RDA Board

From: Bryce K Haderlie, City Administrator

Date: April 1, 2026

Re: Consideration to Approve Resolution Authorizing Grant for Bryce VonNiederhausern Home Located at 969 W 1300 S Woods Cross



Staff is recommending approval for the RDA subsidence grant for \$100,000 to be awarded to Bryce and Karlene VonNiederhausern for the FY26 Subsidence Application period. Our City Engineer, Greg Seegmiller and Public Works Director, Sam Christiansen, have inspected the homes that indicated the most damage and through a scoring process, determined that the VonNiederhausern home was in most need of repair.

A contractor has submitted a project estimate for \$144,984.00 to repair the home. A peer review of the plans has been conducted and adjustments made to the plan showing that it will conform to the city standards established for grant participation.

RESOLUTION 2026-148

A RESOLUTION TO APPROVE A GRANT TO PIER THE VONNIEDERHAUSERN HOME LOCATED AT 969 WEST 1300 SOUTH IN WOODS CROSS CITY

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

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

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

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

1. A \$100,000 grant be awarded to Bryce & Karlene VonNiederhausern to pier their home following the outlined in the Participation Agreement.
2. Total RDA Expense: \$100,000 plus city engineering fee and inspection fees for the project.
3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE RDA BOARD OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 7th DAY OF APRIL 2026.

WOODS CROSS CITY

ATTEST:

Wallace Larrabee, Chair Protem

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]



Participation Agreement (Home Piers – Farm Meadows CRA)

Bryce & Karlene VonNiederhausern
969 W 1300 S Woods Cross, UT

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

1. BACKGROUND

The Agency has created the Farm Meadows Community Reinvestment Project Area (the “Project Area”) within the boundaries of the City of Woods Cross, Utah (the “City”). The Agency has identified certain Agency funds that may be or become legally available for housing related improvements within the Project Area. Many of the homes in the Project Area have been significantly damaged due to latent soil conditions. The affected homes require substantial improvement in order to remediate the underlying soil problem and the resulting damage to the home structures. Homeowner is the owner of an affected home within the Project Area and located at the address appearing next to the Homeowner’s signature *below* (the “Home”). The purpose of this Agreement is to establish the terms on which the Agency and Homeowner will jointly participate in the cost of repairing the Home. The Homeowner is solely responsible for all aspects of the repair and improvement work to the Home. The Agency’s sole and exclusive obligation and liability under this Agreement is to participate in paying a portion of the cost of that work, and nothing else. The Agency adopted a policy for participation in these situations, under Resolution No. 2020-130.1 adopted by the Governing Board of the Agency on November 3, 2020 (the “Authorizing Resolution” a copy of which is attached as **Exhibit A**). The terms of the Authorizing Resolution are incorporated into and made an integral part of this Contract. If there is any conflict between the body of this Contract and the terms of the Authorizing Resolution, the Authorizing Resolution will control.

2. DEFINITIONS

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

2.1 APPROVED CONTRACTOR

“Approved Contractor” means any contractor licensed in the State of Utah to perform the Remediation Work, and capable of performing the Remediation

Work as determined by the Executive Director of the Agency in the Executive Director's reasonable discretion.

2.2 REMEDIATION WORK

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

2.3 REPAIR CONTRACT

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

2.4 REPAIR PRICE

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

3. HOMEOWNER OBLIGATIONS

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

3.1 REPAIR CONTRACT(S)

The Homeowner must enter into one or more Repair Contracts with one or more Approved Contractor(s), and must submit to the Executive Director of the Agency a fully-signed copy of each Repair Contract, which Repair Contract(s) must collectively (if there are multiple) provide for all Remediation Work. The Homeowner agrees to take all steps, and satisfy all conditions, required for (i) enforceability of each Repair Contract, and (ii) avoiding a default of any kind under each Repair Contract. Despite anything in this Agreement to the contrary, the Agency will not contribute any funds for any cost or damage that results from a failure of the Homeowner to comply with the Homeowner's obligations under a Repair Contract.

3.2 HOMEOWNER CONTRIBUTION

The Homeowner agrees to timely pay the full amount of the Repair Price (less the amount agreed to be paid by the Agency), but not less than 10% of the Repair Price. The full amount of the Repair Price is **\$144,984.00**. The maximum amount the Agency will pay is **\$100,000**. The Homeowner will pay the remaining amount of **\$44,984.00**.

3.3 CURRENT ON CITY OBLIGATIONS

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

3.4 CODE COMPLIANCE

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

3.5 NOTIFY COUNTY ASSESSOR

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

4. APPROVAL OF REPAIR CONTRACT

4.1 APPROVAL CRITERIA

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

- A. mobilization, permits, installation of all temporary facilities, bringing all necessary construction equipment to the site, temporary facilities, and removal of all equipment;
- B. coordination with the Homeowner, demolition, engineering, geotechnical work, excavation, removal and disposal, traffic control measures, restoration of structural elements maintenance of safety to the property, necessary removal and replacement of sidewalk, driveways, steps, porches, maintenance of utility lines and other items to render the residence safe and usable by the property owner; and
- C. pier installation, including necessary demolition, excavation, dewatering, trench excavation, trench reinforcing, piers, grouting, attachments, backfill, compaction, grading, surface restoration, hauling of displaced materials to a suitable location.
- D. Comply with the requirements of Document C943, Section 1 (See Exhibit B) for Residential Piering, except for subsections; 1.1.6 Radon Mitigation, 1.1.12 Federal Registration (SAM.gov), 1.2.6 Radon Mitigation, where this is not a CDBG Grant Project.

4.2 HOMEOWNER REQUIREMENTS

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

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

4.3 AVAILABLE AGENCY FUNDS

The Homeowner acknowledges that the Agency does not have unlimited funds available for the immediate repair of all affected homes within the Project Area.

The Agency will not approve any Repair Contract for which the Agency has not appropriated legally-available funds.

5. PAYMENT BY THE AGENCY

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

- A. All work required under each Repair Contract has been completed;
- B. All work has been inspected and approved by the Agency;
- C. All work has been inspected and approved by the inspector of Woods Cross City, and a Final Inspection Certificate has been issued; and
- D. The Homeowner has paid the full Repair Price less any amounts agreed to be paid by the Agency.

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

6. TERMINATION

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

7. INDEMNIFICATION

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

8. RELEASE

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

9. NO LIABILITY OF OFFICIALS OR EMPLOYEES

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

10. COUNTERPARTS/SIGNATURES

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

11. GOVERNING LAW/VENUE

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

12. INTEGRATION/WAIVER

This Agreement, including any attached exhibits, constitutes the entire agreement of the parties regarding the subject matter. This Agreement may not be modified or amended without the written agreement of both parties. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against

whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

13. ASSIGNMENT

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

14. SEVERABILITY

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

15. NO PARTNERSHIP

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

16. ASSIGNMENT OF RIGHTS

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

17. MISCELLANEOUS

This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the identified parties. This Agreement will not be construed in favor of or against any party for any reason, including because of authorship. With regard to all dates and time periods set forth in this Agreement, time is of the essence.

Homeowner acknowledges the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from the City.

[End of Terms – Signature Page Follows]

This Participation Agreement is agreed to as of February 27, 2026 by:

AGENCY:

Bryce K Haderlie, Executive Director

Attest:

Secretary

HOMEOWNER(S):

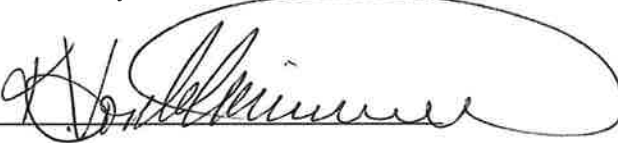
Signature:



Printed Name:

Bryce VonNiederhausern

Signature:



Printed Name:

Karlene VonNiederhausen

"Home" address: 969 W 1300 S, Woods Cross, UT

Attached Documents

A- C943 SUPPLIMENTARY REQUIREMENTS FOR SUBSIDENCE PIERING PROJECTS

B- Contract(s) For Repair Work

C- Authorizing Resolution



4950 Bonnyview Ave.
 Murray, Utah 84107
 Office 801-200-3280
office@baseco.net

SUBMITTED TO	Karlene Von Niederhausern	MOBILE	(801) 425-5207	DATE	3/9/26, 2:28 PM
STREET	969 West 1300 South	ALT PHONE		JOB SITE	Entire Home
CITY, STATE & ZIP	Woods Cross, Utah, 84087	EMAIL	bkvon@msn.com		

SCOPE OF WORK:

BASEco Foundation and Concrete Solutions will provide the following labor, material and services:

1. Installation of (43) 2.88" push piers. ***ANY STEEL THAT GOES DEEPER THAN 70 FT (3010 TOTAL FT) WILL COST AN ADDITIONAL \$24.00 PER FOOT. WE WILL ONLY WARRANTY THE AREAS THAT HAVE HAD PIERS INSTALLED***
2. Back fill holes and patch concrete where required.
3. Inject POLYcrete to void fill areas of home as well as lift concrete as needed to eliminate tripping hazards.
4. Clean up and remove work related debris.

*Homeowner is responsible for removing personal belongings from work area.

*BASEco will only patch concrete on piers installed on interior of home or garage or in entrances to the home.

*BASEco is not responsible for any landscaping, drywall, or framing that is affected during repair

*Per the requirements from Woods Cross City, should BASEco use less than 70' of steel on any installed pier, BASEco will provide a credit for the unused steel on the final invoice.

SYSTEM REQUIREMENTS					
Foundation Push Pier	43	POLYcrete	1000	Xypex Patch & Plug	
Foundation Helical Pier		POLYcrete Deep Geo-Stabilization		Xypex Concentrate	
Spot Footings		Crawlspace Encapsulation		DrySeal	
Hollow Bar Micropile		Sump Pump Assembly		AquaShield	
Foundation Wall Anchor		Sump Pump Battery Backup		Encapsulation Membrane	
Stabilizer Jack		Sump Pump High Water Alarm		Lateral Line Perforated Pipe	
Carbon Fiber Strap		Discharge Line		Down Spout Extension	

SITE PREPARATION REQUIREMENTS		
Demolition <input type="checkbox"/> is <input type="checkbox"/> is not included for the project – If demolition is needed to prepare site it may be billed at a higher rate.		
Depth to footing:	Concrete Removal:	Concrete Patches:

AGREEMENT:

All Work described in the above Proposal will be completed in a workmanlike manner according to standard industry practices. I understand and agree to the warranty terms and conditions of each service and material as outlined in the following pages of this document. BASEco's Representative has fully explained to me the merits of the services and materials specified in the Scope of Work. I agree that the proposed Work will remedy my problem. My agreement is given with the understanding that the Work involves risk of cosmetic damage to work area and that new or unforeseen conditions may require additional Work at additional cost. I understand and agree that BASEco is not responsible for structural, mechanical, plumbing, utility separation and fractures, or damage to heated concrete systems ("radiant heat") that may occur during preparation or installation of the Work. I understand and agree that BASEco shall not be responsible for replacing or repairing any defects (tile, siding, stairs, plumbing, air conditioners, brick work, etc.) or cosmetic repair unless otherwise stated in the Work. I agree to grant BASEco a 30 day right to remedy any problem after reported.

IT IS PROPOSED to furnish material and labor in accordance with above proposal and specifications, for the sum of:

One Hundred Forty Four Thousand Nine Hundred Eighty Four DOLLARS TOTAL AMOUNT:
\$144,984.00

DEPOSIT REQUIRED: \$72,492.00 BALANCE DUE UPON INSTALLATION: \$72,492.00

***All warranties pertaining to installation may be voided if balance is not paid within 15 days of installation.**

ACCEPTANCE OF PROPOSAL – The above prices, specifications, conditions and warranty are satisfactory and are hereby accepted by my signature below. By signing, authorization is given to BASEco to do the work as specified. Payment will be made as outlined above.

AGREEMENT

Owner/Client Signature:

Date: March 30 2026

REPAIRS: BASEco's representative has fully explained the merits of the services and materials specified in the Scope of Work ("Work"). Demolition refers to the removal and disposal of wall and/or floor coverings in the work area. All Work described in the above proposal will be completed in a workmanlike manner according to standard industry practices. The labor and service performed by BASEco Inc. The warranty terms and conditions of each material/product are separately outlined in this Agreement. Owner shall grant contractor a 30 day right to remedy any problem after reported.

BASEco is not responsible for structural, mechanical, plumbing, or utility separation and fractures while performing the Work. BASEco is not responsible for damage to heated concrete systems ("radiant heat systems"). Owner assumes liability for any damages and repairs of punctured radiant heat systems. Owner assumes all responsibility for damages due to breakage of fuel or utility service lines that may occur during preparation for or installation of the Work. BASEco shall not be responsible for replacing or repairing any defects (tile, siding, stairs, plumbing, air conditioners, brick work, etc.) or cosmetic repair unless otherwise stated in the Work. When applicable, BASEco will locate public underground utilities. If the property is rural, public underground utilities may not be located and homeowner is responsible for marking of public utilities. Homeowner is responsible for locating and marking private utilities, sprinkler lines, and buried downspouts to avoid damage. BASEco is not liable for damages to private utilities, sprinkler lines, or buried downspouts while performing work.

PAYMENT: Owner agrees to pay the Total Amount listed on the Proposal upon completion of the Work. Unpaid contract balances shall accrue interest at the rate of 2% per month (24% per year) until paid. Owner agrees to pay all costs of collection including reasonable attorney fees, arbitration or mediation fees, and all court costs. BASEco may seek to apply a pre-lien to the property to ensure payment upon completion of Work. BASEco may request to verify availability of funds to fulfill contract before beginning work. Should Owner elect to utilize a credit card for payments, BASEco may include an additional 3.5% fee for the transaction. **All warranties pertaining to installation may be voided if the balance is not paid within 15 days of installation.**

PREMISES: "Owner" as referenced in this Agreement claims ownership of the premises upon which the Work will occur or has otherwise obtained consent and authorization from the Owner to sign on their behalf for the Work on the Premises to occur. Owner grants BASEco, its employees, subcontractors and agents, the right to enter the Premises for purposes of performing all activities related to the Work. Owner shall disclose to BASEco all easements, encumbrances or rights of way upon or over the Premises which impact the Work before the Work begins. Owner agrees to an additional fee for preparation and/or added labor due to circumstances beyond BASEco's control to complete job in work area(s).

Owner represents and warrants the Premises are in a clean, kept, and healthful condition, and present no risk to the health and safety of BASEco's employees, subcontractors or agents. Owner is responsible to notify BASEco of known harmful substances present in the work area including, but not limited to, lead paint, asbestos, and mold prior to scheduling the Work. BASEco does not provide testing or remediation for harmful substances. If no notice is provided of these substances BASEco will assume regular practice of work installation and debris removal and disposal, regardless of structure age and condition. If harmful substances are made known to BASEco, BASEco may require Owner to prepare the work site by professional remediation services prior to the Work being installed, and/or removal and disposal of harmful debris.

WARRANTY TRANSFERABILITY: All warranted services/materials may be transferred with written consent from property Owner. BASEco must be notified within 30 days of real estate transactions for transfer of warranty. Should the original property Owner (warranty holder) be out of reach or deceased, other proof of property ownership deemed acceptable by BASEco may be provided. If there is any outstanding balance on work performed, the warranty will be nullified and may not be transferred.

POLYcrete

BASEco will inject polyurethane expanding foam using a one-way valve through injection sites drilled through the concrete slab. BASEco is not responsible for damage to downspout or sprinkler lines or utility lines but will make efforts to avoid damage to these areas/items. Any void beneath slab will be filled before lift can be achieved. The estimate provided is based on calculations for average void filling due to soil settlement and to achieve desired lift/leveling of the slab. Due to variables including, but not limited to, concrete condition, soil condition, debris, and/or excessive voids beneath concrete, BASEco is not responsible for concrete cracking and does not guarantee lift to original levels. Lateral movement may occur when concrete settles, BASEco does not guarantee that concrete will be lifted to original position or correct lateral movement. Concrete may be cut at joints to prevent binding while lifting. Upon completion of polyurethane injection, BASEco will patch the injection site holes in the concrete if desired. Patches are not guaranteed to match concrete. In instances where voids are excessive, BASEco may charge for additional material used.

Owner acknowledges that cosmetic damage or cracking to concrete is not the responsibility of BASEco. The installation does not include cosmetic repair of surrounding structures or landscaping unless otherwise specified in the Scope of Work. Owner is responsible for moving objects away from installation areas and removing any objects that will hinder BASEco from completing the agreed work. Contractor is not responsible for sealing joints or cracks, pre-existing or not, unless otherwise stated in the Scope of Work. Excessive void fills that require additional material to stabilize and/or lift the slab may be charged for the extra material.

WARRANTY: BASEco warrants that concrete slabs of at least five years of age that have been corrected with polyurethane injection will not settle more than a quarter of an inch in a 3-year period. Customer responsibilities include maintaining positive grade and drainage management of area surrounding the raised concrete. Failure to maintain grade and proper drainage may result in voided warranty. BASEco's warranty does not extend to cosmetic repairs.

BASEco is not responsible for conditions of earthquake, severe wind, flood, change in water table, poor water drainage, or seepage, lack of proper maintenance by Owner, or any similar man-made conditions. If any settlement exceeding a quarter of an inch occurs within 3 years of performing the Work, BASEco will provide materials and labor in order to stabilize affected area for the remaining duration of the warranty period. Owner's exclusive remedy shall be for correction of any defect in materials as set forth in this agreement. In no event shall Owner be entitled to incidental, consequential or special damages regardless of whether the claim is based on warranty, contract or otherwise. This Agreement includes BASEco's sole warranty, **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED.**

WATERPROOFING REPAIRS

This warranty agreement is only to cover the areas addressed in this proposal and in no way extends to areas outside of the installation area described in the Scope of Work. Installation of the Work does not include painting, finished carpentry, extending discharge lines, electrical work, or replacement of floor tile or carpeting. Any and all cosmetic repairs are not included in the installation. There will be no charge to service the system if the system was installed and covered under this warranty. Furthermore, BASEco's Representative has fully explained the merits of the waterproofing system.

In the event that BASEco performs job site preparation/demolition/water testing to expose/identify a non-foundation related cause of water seepage including but not limited to failed plumbing, roof leaks, faulty door or window frames, etc. a mobilization fee may be charged while the remaining uncompleted work may be refunded and cancelled.

AquaShield®: AquaShield is meant to mitigate water intrusion at the joint where the foundation wall meets the concrete floor. If the entire perimeter of the basement/foundation was not treated, then additional work at additional charge could be necessary to extend the system or treat other areas or problems not addressed by this installed Work. The warranty applies along the specific areas where the system is installed only. The installation of a partial system alone will not eliminate floor crack seepage. AquaShield® installed without a Sump Pump is not a guarantee against water overflow and seepage; a sump pump may be needed if water is excessive and AquaShield system is overflowing.

Installations of AquaShield® alone or Encapsulation Membrane in conjunction with AquaShield® will carry a warranty in effect for 10 years after installation. Encapsulation Membrane installed on a horizontal (overhead) surface including ceilings will not be covered by the warranty. AquaShield® system installed in conjunction with a BASEco provided battery back-up sump pump will extend the warranty coverage of the Work to a total period of 25 years after the installation. Sump pump assemblies are covered under a separate manufacturer warranty and are not included in this warranty. BASEco is not responsible for installing or supplying electrical outlet for sump pumps, nor are we licensed to do so.

When the AquaShield® perimeter water control system is installed with a BASEco installed sump pump, BASEco will provide the materials and labor at no additional charge to correct defects in the AquaShield® (or AquaShield with Encapsulation Membrane) perimeter water control system in the event that water passes through the system and onto the basement floor.

AGREEMENT

DrySeal®: All cracks repaired and sealed by BASEco using a complete DrySeal® repair are warranted against leakage for 10 years, including materials and workmanship. Partial systems that exclude floor notching to base of footing will be void of warranty.

Sump Pump: It is expected that sump pump will create noise and vibration when in use. Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer's warranty (Wayne or Zoeller). Within their warranty period BASEco will perform the labor for the pump replacement at no cost and provide complimentary return of the defective pump to the manufacturer (Wayne or Zoeller).

This warranty shall not apply to condensation, an altered system, water vapor transmission, concrete discoloration, plumbing leaks or efflorescence (white powder) on concrete. BASEco is not responsible for water once pumped from the house, dust created from installation, damage to hidden or buried utility lines or frozen discharge lines without a perforated discharge line and IceGuard. A sump pump not functioning due to power outage or failed power supply does not constitute a failed system. Alternative waterproofing solutions without the use of AquaShield or DrySeal will not carry a warranty, including installations performed from the exterior of the foundation, Xypex-only solutions, or standalone Sump Pump installations unless otherwise specified.

THIS WARRANTY DOES NOT COVER BASECO SPECIFICALLY, IT DISCLAIMS LIABILITY FOR ANY AND ALL CONSEQUENTIAL DAMAGES, WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. BASEco will not be responsible for any personal injury or property damages caused or related to include but not limited to, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Owner agrees to keep gutters clean, downspouts extended, and keep landscaping grade pitched away from foundation to prevent pooling near the foundation.

FOUNDATION/STRUCTURAL STABILIZATION REPAIR

All stabilization services (Micropile, Piering, Wall Anchors, Stabilizer Jack Assemblies, Carbon Fiber) described in the Scope of Work will be completed in a workmanlike manner according to standard industry practices. The labor and service performed under this Agreement is guaranteed against defects for a period of 30 years from completion date of installation. Should vertical settlement or wall bowing beyond acceptable variance occur in the Work area within the warranty period, BASEco will provide labor and material in order to stabilize affected area for the remaining duration of the warranty period. Areas[s] of foundation or footings not serviced under this Agreement are not covered under warranty. Lateral foundation, footing or structural movement (including sliding) is not covered by this warranty. BASEco does not guarantee to close cracks, render doors or windows operational, or move floor[s] or wall[s] back to their original position. BASEco will attempt to achieve the best results concerning the operation of windows, doors, and closure of cracks.

Trenching and Excavation may be conducted during structural repair. BASEco recommends a waterproofing membrane be applied to exposed walls to reduce water seepage. Owner is responsible to secure these services with a contractor of Owner's choice. BASEco will not be responsible for future water seepage problems in any affected area. Also, BASEco will not be responsible for any other future water issues that may occur to the property; i.e., poor water drainage system, pooling of water in basement wells, broken water lines, etc.

BASEco is not responsible for conditions of earthquake, severe wind, flood, change in water table, poor water drainage, or seepage, lack of proper maintenance by Owner, other Acts of God, or any similar man-made conditions. The warranty does not cover a raising, heaving foundation due to expansive soils or "blue clay" unless otherwise stated in the Work. BASEco will attempt to achieve the best results concerning the operation of windows, doors, and closure of cracks. Owner's exclusive remedy shall be for correction of any defect in materials as set forth in this agreement. In no event shall Owner be entitled to incidental, consequential or special damages regardless or whether the claim is based on warranty, contract or otherwise. This Agreement includes BASEco's sole warranty, **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED.**

Foundation Push or Helical Pier system will remedy the problem in the areas the piers are installed. I fully understand and accept that the transferable warranty covers only the areas of the structure that have been repaired and does not cover foundation settling to other parts of the structure that have not been repaired ("piered"). Installation of partial systems alone will not stabilize entire structure. There is no guarantee of "lift", only a guarantee of permanent stabilization. It is anticipated that some minor movement or "relaxation" of the structure may occur within 1 year after the pier installation. There will be no charge for service calls to examine the structure after pier installation. The installation of the piers and foundation stabilization may cause cosmetic damage to property. The installation does not include cosmetic repair of items that were damaged during settling or during stabilization process. Customer shall grant contractor a 30 day right to remedy any problem after reported. Homeowner responsible for moving personal belongings 10 feet away from installation areas; BASEco not responsible for damage to items left in work area.

Footings: Footing depth that is deeper than anticipated depth stated on this proposal will require additional excavation and/or trenching. The additional work may be billed up to \$90 per additional foot of excavation. Deteriorated/damaged footings that require additional preparation prior to pier installation may also be billed at a higher rate.

Carbon Fiber: Carbon fiber installations will carry a 30 year warranty against continued inward (bowing) movement of the wall. Carbon fiber is not intended to straighten walls. Warranty applies only to repaired area, partial walls will carry a partial warranty.

Stabilizer Jack Assembly: Stabilizer Jack Assemblies carry a warranty for a period of 30 years. BASEco does not guarantee lifting to original levels, only stabilization of the installation area. Improper maintenance by Owner of installation area drainage and/or ventilation may void warranty due to deterioration of the supported surface[s].

Wall Anchors: Anchors are warranted to stop horizontal movement of repaired wall[s] for a period of 30 years. Partial walls are not warranted. Anchors are guaranteed to stabilize only, not necessarily straighten. Owner agrees to maintain positive drainage away from walls. Saw cuts and expansion joints are sometimes necessary to relieve pressure of affected wall.

By signing below, Owner agrees to the above Proposal including Scope of Work, outlined proposal details, payment, agreements, and warranty terms related to the Work.

Owner Signature:



Date: March 30 2026



March 6, 2026

RE: Warranty Rider for 969 West 1300 South, Woods Cross City, Utah 84087

To Whom It May Concern:

The Pier Installation completed at the property located at 969 West 1300 South in Woods Cross City will carry a 50-year transferrable warranty. All other items pertaining to BASEco's contract remain the same as written on the executed agreement. If you have any questions regarding this matter, please contact us directly.

Thank you,

Grant Anderson
Senior Estimator

BASEco Foundation and Concrete Solutions

801-712-7061

grant@baseco.net

C943 SUPPLEMENTARY REQUIREMENTS FOR SUBSIDENCE PIERING PROJECTS

SECTION 1

RESIDENCE PIERING

1.1 GENERAL

1.1.1 SCOPE

The scope of this project is to lift the residential structure to the approximate pre-settled elevation or to an elevation matching the surrounding improvements and to within 1" of vertical of the floor elevations of each floor area. All structural components of the house shall be returned to a pre-settlement state. Utilities shall remain operable to the home as much as possible, at the expense of the contractor. Concrete flatwork, including floor slab, sidewalk and driveways are the responsibility of the contractor for replacement and repair. Demolition and Restoration shall be in accordance with this Section.

Federal funding has been obtained for this project through Community Development Block Grant (CDBG). The work contract is between the Contractor and the Woods Cross Commercial Development Association (CDA) in conjunction with the property owner.

1.1.2 ENGINEERING

The contractor is responsible to employ engineering services of a Licensed Professional Engineer of the State of Utah to observe and design the piers and impact on all structural elements and products used in the project. The contractor is also responsible for verifying that any known compromised truss members or truss plates are in order during and following the lifting of the structure. This may include but not limited to guiding any dislodged truss members to their proper location during the lifting process and reestablishing the truss plates for all visible connections.

Any structural engineering recommendations and calculations on pier locations, spacing, types, sizes, strengths, materials, connections or any other aspect of engineering shall be obtained by the Contractor (piering company) and stamped by a licensed professional engineer. All studies shall be procured by the Contractor doing the work and coordinated with the techniques, methods and materials of the Contractor. Such calculations and recommendations shall be stamped and submitted for review by the Building Official prior to construction.

For this CDBG project the Contractor must submit documentation that the Structural Engineering Services for this project were selected through a competitive process and that proper registrations are in place.

1.1.3 GEOTECHNICAL STUDIES

Woods Cross City commissioned a study in 2017 to determine the geologic and geotechnical caused of settling within the area. The report can be found at on the woods cross city web site at the following link: https://www.woodscross.com/vertical/Sites/%7B1E8AA2ED-77CC-41F1-8DA8-74322646B85C%7D/uploads/Final_Report_of_Findings_June_2018.pdf. The Contractor shall be familiar with and comply to the recommendations of this report.

1.1.4 QUALITY ASSURANCE

The contractor shall determine the elevations of strategic locations of floors, and levels and slabs of the structure prior to the work as a comparison to the same locations following work. All floor elevations of each given level of the structure shall be within tolerances of the International Building Code.

Structural elements must be functional following the lifting work. Driveways shall be lifted to smoothly access the garage within ½". Porches and steps shall be lifted to withing Building Code tolerances of step spacing and no more that 3% slope away from the house (1.44" in 4'). No tripping hazards at entryways greater than ¼" shall be permitted. Basement floor slabs shall be lifted to proper elevations to avoid gaps under or over walls and doorways on all basement bearing and non-bearing basement walls. Garage slabs shall be lifted to provide proper drainage to the garage door opening (2% slope). Consideration by the contractor shall be made to comply with temperature and other requirements of the foam manufacturer.

Efforts shall be made to coordinate with the Homeowner and CDA representatives with periodic (minimum bi-weekly) status reports of the project. This may be done in person or via email. Efforts shall also be made to minimize mud and dust within the home including shrouds, curtains, tarps, planks and other elements by the contractor.

1.1.5 UTILITIES

Utilities include, but are not limited to Air Conditioning lines, and compressors, sewer lines and cleanouts, water lines, irrigation mains and laterals, land drain systems, rain gutter downspouts and systems, power lines and meters and meter bases, gas lines and meters, phone lines and boxes, cable lines and boxes, and internet lines and connection are the responsibility of the Contractor to find and protect during construction.

Following the use of lifting foam, sewer pipes shall be flow tested to ensure that capacity was not compromised during injection of the foam.

Care shall be taken by the contractor to ensure that downspouts on the house rain gutter are extended to at least 10 feet away from the house foundation to prohibit flooding and over saturation of any backfill material.

Any and all land drains shall be maintained and restored if encountered.

1.1.6 RADON MITIGATION

If required by the Environment Report (typically >4pCi/L) for this Federally funded project, a Radon Mitigation System shall be installed in the home under this contract. All components of the Radon Mitigation System must conform with Local, State and Federal codes and requirements, including Electrical and Plumbing Codes. Design for an Active Radon Mitigation System including electrical connection, plumbing elements and penetration details must be submitted to the City prior to construction. Any restorations of walls, ceilings, floor, roofs, awnings, foundation, etc. shall be restored under this contract and are not considered part of the homeowner Restoration mentioned below (see section 1.3.5). Said installation shall be conducted after any foam lifting of the basement floors. Licensed Professionals must be registered on SAM.gov (see below).

1.1.7 REFERENCES

All elements of the International Building Code and industry standards shall be adhered to.

1.1.8 SUBMITTALS

The Contractor shall submit materials intended for use on the project including all piers, brackets, connection, concrete mix, any repairs and finishes. A log of each pier depths, location and pressures shall be submitted upon completion of the work.

1.1.9 DELIVERY STORAGE HANDLING

All materials until installed are the responsibility of the contractor. Measures shall be taken for security of materials, and equipment on the site.

1.1.10 COMPLETION

Completion is determined by the inspection of the Building Official with representation of the Redevelopment Agency in consultation with the homeowner. This includes all restoration as discussed in this section, reports, certifications and guarantees. Any discrepancies on completion will be determined by the Redevelopment Agency Representative.

1.1.11 SECURITY/SAFETY

Security and protection of the property and the property owners and visitors in the responsibility of the Contractor. Holes deeper than 30" (or as allowed by code), adjacent to walkways and entrances shall be guarded with a rail or covering. Other hazards including tripping, head clearance and falling hazards shall be mitigated and properly noticed.

1.1.12 FEDERAL REGISTRATION (SAM.gov)

All contractors, sub-contractors, consultants and businesses working on this Federally funded project shall be registered with SAM.gov. Verification through this registration against federal suspension or debarment is required. The general contractor must submit their UEI number along with a listing of all sub-contractors, consultants and businesses with their Unique Entity Identification (UEI) number for verification prior to the Owner issuing Notice to Proceed on the project. As this UEI number may take several weeks to obtain from SAM.gov the contractor and associated partners are advised to register early if the UEI hasn't already been obtained.

1.2 PRODUCTS

1.2.1 PIERS

Piers shall meet industry standards in capacity, size, quality, vertical alignment, bearing on concrete elements, and materials. Coatings and strength shall be capable of granting a 50-year guarantee for the materials and workmanship

Pier depth shall be to the depth specified in the Geotechnical report. Any piers not meeting this depth shall be reviewed and approved by the Engineer prior to backfilling. A minimum of 70% of the piers must reach the depth as discussed in the report (typically 70 foot depth). Efforts including pier lubrication, broader bracket sizing and other means may need to be employed.

Extra steel not used due to piers not reaching this depth (on a structure basis and not on a pier by pier basis) shall be credited to the owner. Extra steel required in exceedance of the 70' average depth for the entire structure (not on a pier by pier basis) may be negotiated with the Owner on a per foot basis not to exceed a cost of 50% of the total cost of the project divided by the total anticipated lineal feet of piers.

1.2.2 BRACKETS

Brackets and connections shall meet industry standards in capacity, size, quality, and materials. Coatings and strength shall be capable of granting a 50-year guarantee for the materials and workmanship.

1.2.3 LIFTING FOAM

Lifting Foam shall meet industry standards in capacity, size, quality, and materials. Strength shall be capable of granting a 50-year guarantee for the materials and workmanship.

1.2.4 CONCRETE

All concrete removal and replacement shall be to the nearest seam or saw cut. Concrete for nonstructural elements shall have a minimum 4000psi – 28-day strength. All structural concrete shall be to the specification of the Contractor's Design Engineer

and approval of RDA Engineering and City Building Official. Concrete shall be doweled where the concrete thickness is sufficient.

1.2.5 RAIN GUTTER DRAINPIPE

All drainpipe from rain gutters shall be non-perforated plastic pipe capable of conveying rainwater away from the house foundation *a minimum of 10'* in a 3" minimum diameter pipe. All piping shall be to the specification of the Contractor's Design Engineer and approval of RDA Engineer and City Building Official. Piping may be temporarily installed by the contractor where the homeowner will be responsible for permanent installation and upgrades in alignment and possible popups.

1.2.6 RADON MITIGATION SYSTEM

All pipes, connections, fans, penetrations, etc. shall be in accordance with local codes and level of service for the parts and materials. Electrical connections and penetrations shall be inspected by the building official and coordinated by the Contractor.

1.3 EXECUTION

1.3.1 INSPECTION

The RDA will conduct periodic observations of the work site. Inspections from the Building Official must be scheduled by the contractor for all structural components prior to burying or concealment of the components. The site shall be secure and safe for such observations and inspections. All building permits must be filed to the city prior to mobilization. Any Fees for permits shall be resolved in accordance with contract documents.

1.3.2 PREPARATION

Preparation shall include all items necessary for the contractor to access and mitigate the settlement to the building. Efforts shall be made to minimize the disturbance on the property and homeowners during the project.

1.3.3 DEMOLITION

Demolition and Exterior Improvements removal necessary for excavation to the footings is the responsibility of the contractor. Demolition includes but is not limited to, carpet removal and maintenance, tile/flooring removal, floor slab removal, saw cutting, Sheetrock and base board removal and disposal. Exterior Improvements Removal includes but is not limited to removal and proper disposal of shrubbery, sod, concrete flatwork, tree removal and disposal, sprinkler system maintenance and repair, Brick and siding maintenance and repair, shed relocation, A/C compressor relocation, excavation, haul, proper disposal, and maintenance and support of any structural elements or utilities.

1.3.4 PROPERTY ACCESS/SECURITY

As the homeowner will likely inhabit the home during the process, all hazards or security issues must be mitigated and made safe against intrusion, falling, the elements, or other issues with individuals and employees present.

1.3.5 RESTORATION

The contractor is responsible for restoration of all structural elements including, but not limited to: bearing walls, columns, footings, foundations, beams, joists, trusses and any connections thereto . Also included are backfill and compaction, all concrete flatwork including steps, floor slabs, sidewalks and driveways, railings, brick and siding restoration and utilities. Compaction of all backfill, interior and exterior are to be within 90% Standard Proctor, with appropriate compaction efforts to that end. Any utilities including, Water, Sewer, Land Drain, Gas, A/C, electrical, and communications.

The homeowner is responsible for aesthetic elements. This may include landscaping restoration and Interior finish restoration. However, care must be taken by the Contractor to preserve and maintain these improvements. Landscape improvements include but are not limited to shrubbery, sod, flowers, trees and minor sprinkler system repairs. Interior finish improvements include but are not limited to sheetrock, paint, baseboard carpeting, flooring, and tile.

Tolerances for interface between structural elements and aesthetic elements are specified in section 1.1.4 Quality Assurance. This includes but is not limited to driveway to garage, porch to threshold, sidewalk to porch, and patio to threshold. Lifting on these otherwise aesthetic elements may be required for safety and functionality.

1.3.6 LIFTING

The contractor is responsible for all equipment necessary for the lifting of the structure in such a manor to minimize additional damage to the building structure. Effort must be made by the contractor to align any truss plates that may have come loose.

1.3.7 GUARANTEE

The Contractor shall provide a minimum of 50-year guarantee against further settling of the home on all their products and workmanship for the project. Such guarantee shall be transferable to subsequent property owners of the home and be recordable with the property.

END OF SECTION

REDEVELOPMENT AGENCY OF WOODS CROSS CITY

Resolution No. 2022-136

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Home Shoring Application Policy and Procedure

a. Policy

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

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

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

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

b. Procedure

Overview

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

c. Round One - Structural Need Round

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

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

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

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

i. Eligibility Requirements to Apply in Round One

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

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

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

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

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

d. Round Two - Competition Round

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

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

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

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

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

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


- i. Eligibility Requirements to Apply in Round Two

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

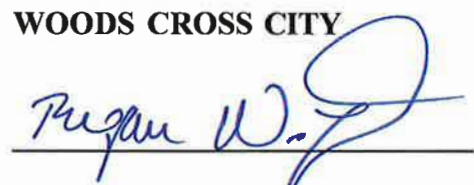
1. Own a home within the boundaries of the Farm Meadows Community Reinvestment Project Area
 2. Commit to contribute, and as a condition to receiving any Agency funds, actually contribute personal funds in the amount required to full complete the home shoring improvements (which must be at least the amount shown as the homeowner contribution in the application)
 3. Provide a fully completed application, with all required supporting documentation, and any other information reasonably requested by the Agency's Executive Director (or designee)
 4. Have a home with a minimum structural need score of 10 as described above
 5. Request no more than \$50,000.00 of Agency funds
 6. Agree to comply with all Agency requirements set forth in this resolution.
- This resolution takes effect upon adoption.

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

ATTEST:



 Annette Hanson, City Recorder

WOODS CROSS CITY


 Ryan Westergard, Chair

VOTING:

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



REDEVELOPMENT AGENCY OF WOODS CROSS CITY

Resolution No. 2018-119

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

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

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

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

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

WHEREAS, the Agency is adopting this resolution to establish a revised policy for Agency participation in the costs for remediating the affected homes in the Project Area, and this resolution will entirely replace and supersede the Resolution No. 2018-117.

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

1. The Board finds and determines that the Agency’s participation in funding shoring/pier improvements to the affected homes in the Project Area is necessary and desirable in order to preserve the community as a whole and to avoid blight, and is in harmony with the goals and objectives of the Farm Meadows Community Reinvestment Project Area Plan. The adoption of this resolution and the policy contained in this resolution will be a significant public benefit to the residents of Woods Cross City. Resolution No. 2018-117 is hereby repealed; this resolution entirely supersedes and replaces Resolution No. 2018-117.

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

- a. The Agency and homeowner must enter into a Participation Agreement outlining the details of the Agency’s obligations and the homeowner’s obligations. The Executive Director is authorized to enter into those Participation Agreements in

the Executive Director's sole discretion after determining that the Participation Agreement complies with this resolution.

- b. The homeowner will be responsible for obtaining bids and entering into contracts for all required improvements to the home, directly with approved contractors. The Agency will not directly enter into any contracts with any contractors, materials suppliers, or any other person other than the homeowner. The Agency's exclusive role will be to provide funding as described in this resolution.
- c. All contractors must be properly licensed and in good standing in the State of Utah.
- d. Unless the homeowner qualifies under the Income Targeted Housing definition found in Utah Code Ann. 17C-1-102(32) ("housing that is owned or occupied by a family whose annual income is at or below 80% of the median annual income for a family within the county in which the housing is located"), as determined by the Executive Director based upon evidence submitted by the homeowner, then the homeowner must agree to pay a minimum amount equal to 10% of the total amount paid by the Agency. Homeowners who meet the definition of Income Targeted Housing may not be required to contribute to the cost (meaning the Agency may pay 100%). Homeowners who do not meet the definition of Income Targeted Housing but who document to the Executive Director that they (together with their spouse, if married) have earned less than \$110,000.00 annually over the past two calendar years may borrow the 10% homeowner portion from the Agency, through a loan secured by a deed of trust upon the home. Homeowners who have earned more than \$110,000.00 in each of the last two calendar years must immediately pay their 10% contribution as a condition to receiving Agency funds. Each loan will have a ten year maturity, will be paid in full at or before maturity with no installment payments, will bear interest at the rate of 3.00% per year, and will have no prepayment penalty.
- e. In addition to borrowing funds for the 10% matching contribution, homeowners who document to the Executive Director that they (together with their spouse, if married) have earned less than \$110,000.00 annually over the past two calendar years may borrow an additional amount, up to a maximum of \$10,000.00, from the Agency, if the total cost to repair the home exceeds \$110,000.00. These additional loan funds will have a ten year maturity, will be paid in full at or before maturity with no installment payments, will bear interest at the rate of 5.00% per year, and will have no prepayment penalty.
- f. The homeowner must contract for all work and improvements needed to bring the home into full code compliance, and to fix all structural issues and damage for a useful life of at least 50 years.
- g. The contractor must be obligated to install piers down to a minimum depth of 70' below surface, as part of the base contract price.

- h. All plans and specifications must be stamped with approval by a licensed Professional Engineer.
- i. The homeowner must be current on all Woods Cross City utility payments and have no outstanding debts, liens, or violations with Woods Cross City.
- j. Other than the issues resulting from the latent soil conditions, the home must be in compliance with all applicable ordinances and provisions of the Woods Cross City municipal code.
- k. The Executive Director of the Agency has identified sufficient legally-available and appropriated Agency funds.
- l. All work must be required to be complete ten weeks and in compliance with all applicable codes, rules, regulations, ordinances, and laws.
- m. The Agency will contribute solely to the costs required for structural repairs needed to bring the home into code compliance, and nothing else. To be clear, the Agency will not pay for cosmetics, improvements/betterments, landscaping restoration, or any other non-essential, non-structural costs of any kind.
- n. The maximum amount the Agency will contribute (subject to the homeowner first satisfying its obligation to contribute the 10% match as described *above*) per home is \$70,000.00, except that the Executive Director may consider extenuating and unusual circumstances on a case-by-case basis and, in the Executive Director's sole discretion, may agree for the Agency to contribute up to \$100,000.00 in the event of (i) extenuating and unusual justifying the need, or (ii) the homeowner meeting the definition of Income Targeted Housing.
- o. The Agency will require copies of all invoices and payment receipts. The Agency will not make any payments until the homeowner has first paid all amounts required to be paid by the homeowner (such as, for example, the 10% homeowner matching contribution and any amounts beyond the maximum amount the Agency agrees to pay under subsection n. *above*).
- p. The Agency will not participate, in whole or in part, in paying for any change orders, add-ons, or overruns that are not approved by the Executive Director (in the Executive Director's sole discretion) in advance. All change orders, add-ons, or overruns will, if approved, still be subject to the maximum amount the Agency agrees to pay under subsection n. *above*
- q. An engineer engaged by the Executive Director must review and approve each contract, for compliance with the terms and conditions described in this resolution.

r. The Agency may, in the Executive Director's sole discretion, provide upfront payment of an amount up to one-half of the contract price under approved contracts. The Agency will not make any additional payments (beyond the upfront amount up to one-half) until all work has been completed, has been inspected and approved by the Woods Cross City Inspector, and has been inspected and approved by the Executive Director or any person designated by the Executive Director (such as, for example, the Woods Cross City engineer).

3. The Agency desires to remediate the latent soil condition on as broad a scale as possible within the Project Area, with the understanding that community-wide improvement is the prime objective, and also with the understanding that available Agency funds are limited. Accordingly, it is critical for the Agency to prioritize need in order to maximize the beneficial use of available Agency funds. The Executive Director, working with Agency consultants, should establish a procedure for establishing priority (subject to Section 4 *below*), with the overarching goal of helping as many homeowners as possible for the greatest possible community-wide positive impact. Factors that should play a key role prioritization include (i) preference to homes that have been owned since before January 1, 2015, and (ii) extent of structural damage, with a strong preference to homes with greater structural damage.

4. Despite Section 3 *above*, the homes at these four addresses must be given immediate priority by the Executive Director: 942 W 1500 S; 1029 W 1400 S; 1436 S 1000 W; and 1013 1400 S).

5. This resolution takes effect upon adoption.

APPROVED AND ADOPTED the 4th day of September, 2018.


Chair

Attest:


Secretary



Closed Meeting

WOODS CROSS CITY

Sworn Statement Regarding Closed Meeting of City Council

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

STATE OF UTAH)

: § April 7, 2026

COUNTY OF DAVIS)

I, Wallace Larrabee, hereby affirm as follows:

1. I am the Mayor Protem 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 April 7, 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 April 7, 2026



Wallace Larrabee, Mayor Protem

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