WOODS CROSS CITY COUNCIL AGENDA

Tuesday, September 1, 2026
Work Session-Youth City Council Swearing In Ceremony 6:00 pm – Hogan Park Bowery
Regular City Council 6:30 pm – Held at: 1555 S 800 W • Woods Cross, UT 84087

The regular session 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 **identify yourself by first & last name for the record -** ***Please*** **mute your microphone** ***except during PUBLIC COMMENT***

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1. **WORK SESSION** (Held in Hogan Park Bowery – East of City Hall) **MAYOR**
   a. **Swearing in of 2026 Youth City Council** **HANSON**
   b. **Swearing in of 2026 Youth City Council Youth Leadership** **HANSON**

Invocation/Pledge **WESTERGARD**

2. **GUESTS/HONORS**
   a. **Davis County Health Dept – Davis Links** **CLARK**

3. **CONSENT AGENDA ITEMS**
   a. **Consideration to Approve Minutes:** 8/18/26 **MAYOR**
   b. **Ratify Cash Disbursements:** 8/14/26 – 8/27/26 **MAYOR**
   c. **Consideration to Adopt Resolution 2026-1012 Authorizing Draw #5 from the Excise Tax Road Revenue Bonds, Series 2022** **HADERLIE/PASSEY**
   d. **Consideration to Adopt Resolution 2026-1013 Authorizing Settlement Agreement and Release of Claims with JUB Engineers Related to West Legacy Trail Project** **CHRISTIANSEN**
   e. **Consideration to Adopt Ordinance 643 Authorizing Title Change from "City Administrator" to "City Manager" in the Woods Cross City Municipal Code** **HADERLIE**
   f. **Consideration to Adopt Resolution 2026-1014 Authorizing Public Defender Contract Amendment** **HADERLIE**
   g. **Consideration to Authorizing a Letter of Support to the Davis County Commissioners Related to the 5th of the 5th Sales Tax Levy** **MAYOR**

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

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

5. **ACTION ITEMS**
   a. **Consideration to Adopt Resolution 2026-1015 Authorizing Purchase of Stand-On Aerator for Parks Department** **CHRISTIANSEN**
   b. **Consideration to Adopt Resolution 2026-1016 Authorizing Purchase of Backup Generator For Public Works Building** **CHRISTIANSEN**

6. **DISCUSSION ITEMS**
   a. **Draft of New Employee Policy Manual** **HADERLIE/HART**
   b. **Direction for Placement Locations for Pedestrian Flashing Signs** **CHRISTIANSEN**

I certify that copies of the agenda for the Woods Cross City Council meeting to be held September 1,2026 were posted at Woods Cross City Hall, city website www.WoodsCross.gov, and the Utah Public Notice website at www.utah.gov/pmn. Date Posted: August 28, 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 AHanson@WoodsCross.gov, at least 24 hours prior to the meeting.

7. STAFF REPORTS

a. Administrator Report **HADERLIE**

8. COUNCIL ITEMS **MAYOR**

a. Questions/Direction to City Administrator or Staff

b. Council Reports

9. CLOSED SESSION with POSSIBLE RETURN TO OPEN SESSION and ACTION

Move to closed meeting to discuss items pursuant to UCA § 52-4-205

If no action is needed, the City Council meeting will adjourn directly from the Closed Session **MAYOR**

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Guests/Honors

Davis Links

Better Connections. **Stronger Communities.**

Woods Cross City Council
September 1, 2026

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Introduction



Structure & Relationships

Davis County Health Department
(Local Government Agency)

Davis County Human Services Cabinet

Davis4Health
(Community Health Improvement Collaborative)

Community Health Improvement Plan (CHIP)

Davis Links
(Community-Connector Network)

Resource Directory
(Powered by Findhelp, a Social Care Platform)

Resource Forums
(Training, Skill Building, Networking)

Workgroups
(Strategy & Implementation Teams)

Partners
(Providers, Agencies, Staff, Centers, Public)

Service Categories
(Sub-sections for Community Members/Providers)

- Basic Needs (Food, Housing, Utilities, Transport)
- Health & Wellness (Physical, Mental, Emotional, and Social Well-being)
- Financial Stability (Jobs, Benefits, Budgeting)
- Education & Youth (Schools, Childcare, Youth Programs)
- Family & Relationships (Domestic Abuse Support, Parenting Resources)
- Justice & Legal (Legal Aid, Reentry)
- Community & Enrichment (Outdoor Rec, Libraries)
- Crisis & Emergency (Shelters, Suicide Prevention)

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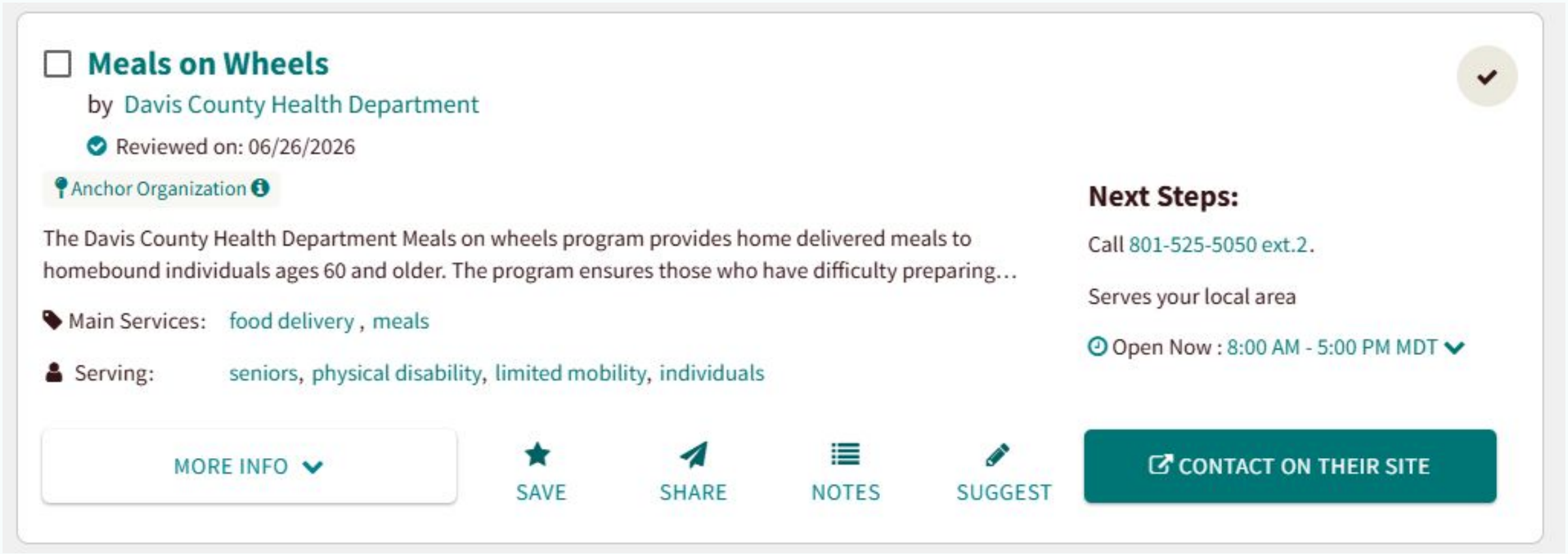
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211 Partnership

Prefer to talk to someone? We've partnered with 211 Utah to connect you to the support you need for basic needs. Dial 211 to find trusted resources today. Learn more: What to Expect When Calling 211.

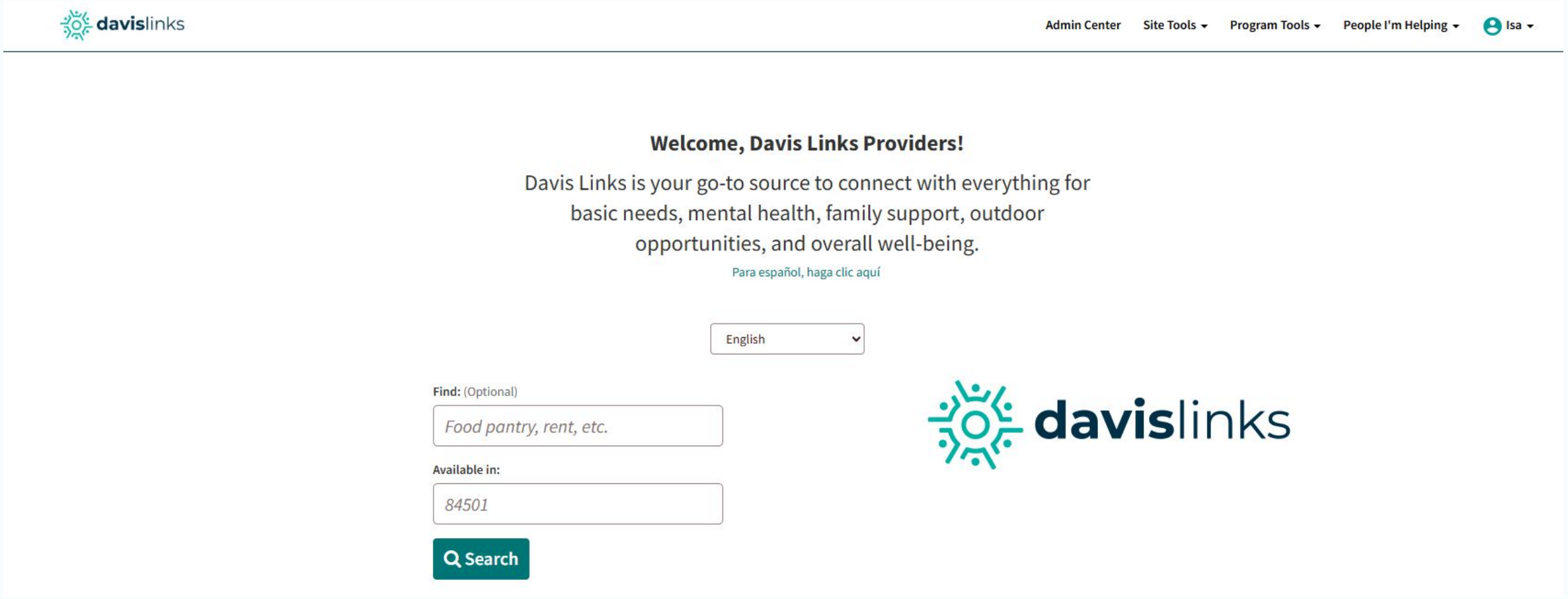
UNITED WAY
United Ways of Utah

211
Get Connected. Get Help.™

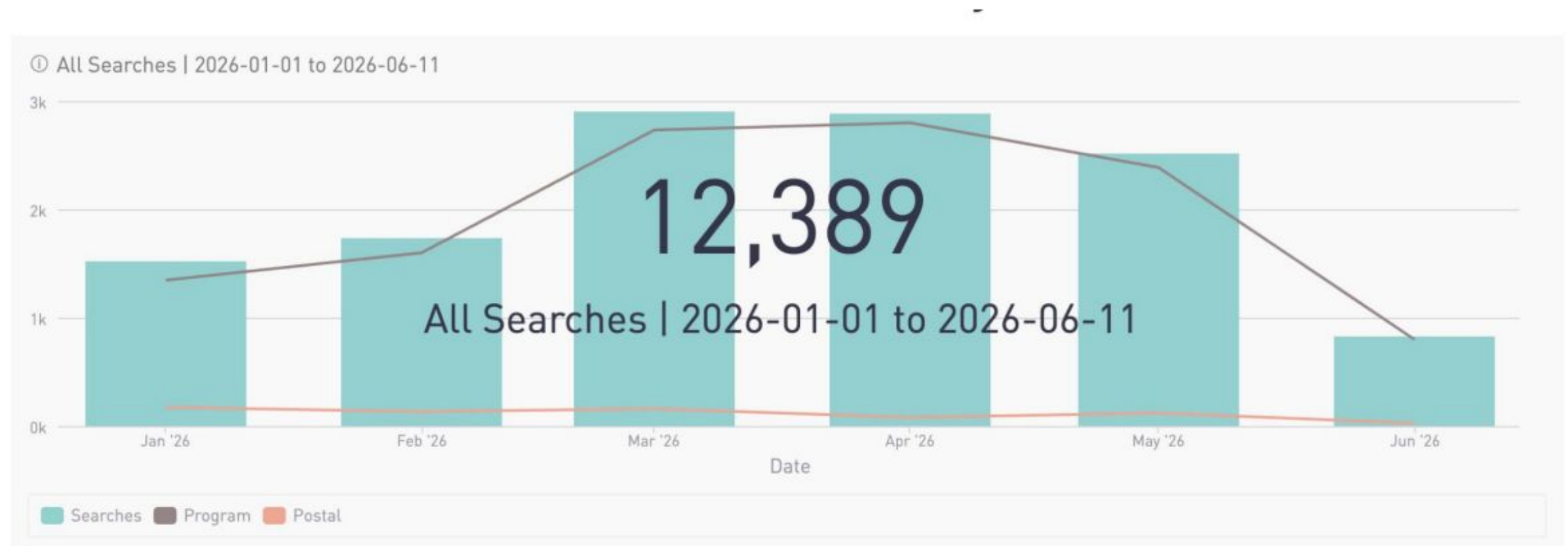
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Davis Links Resource Directory: Provider Site

Provider site: davislinksproviders.findhelp.com



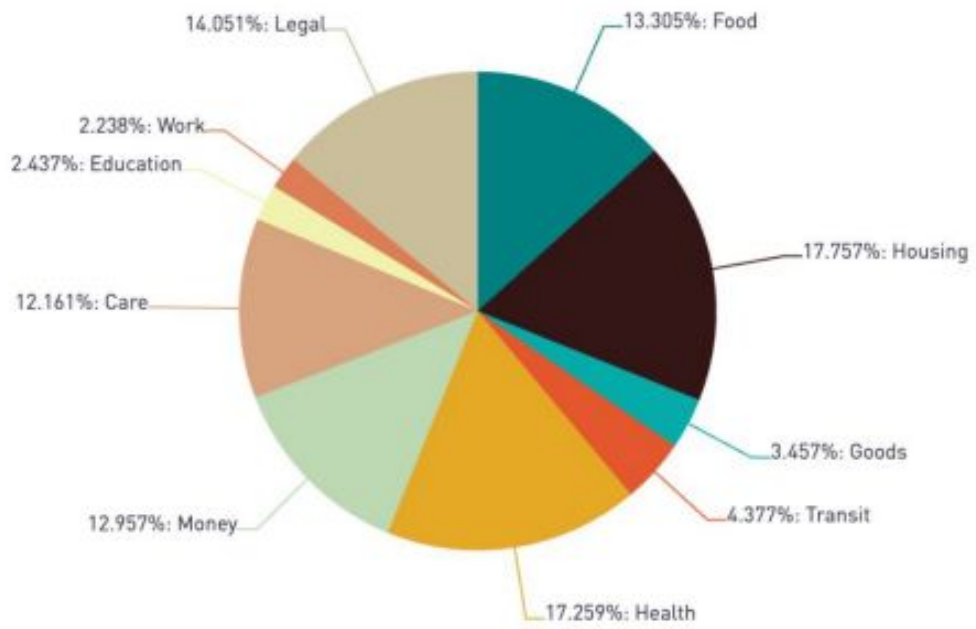
Analytics: January - June 2026



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Analytics: January - June 2026

ⓘ Searches by Category | 2026-01-01 to 2026-06-11



ⓘ Most Common Search Terms | 2026-01-01 to 2026-06-11

TERM	DOMAIN	SEARCHES
food	food	225
emergency payments	money	194
housing	housing	173
understand government programs	money	137
advocacy & legal aid	legal	135
food pantry	food	89
medically tailored meals		80
davis county health department		78
rent	housing	74
mental health	health	67
help pay for housing	housing	65
citizenship & immigration	legal	61
representation	legal	59
discrimination & civil rights	legal	53
mediation	legal	48

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Analytics: January - June 2026

ⓘ Top 10 Cities | 2026-01-01 to 2026-06-30

CITY	SEARCHES
Clearfield, UT	3,282
Layton, UT	2,029
Farmington, UT	1,778
Bountiful, UT	626
Syracuse, UT	406
Kaysville, UT	400
North Salt Lake, UT	299
Hill Air Force Base, UT	192
Woods Cross, UT	120
Centerville, UT	78

ⓘ Top 10 Zip Codes | 2026-01-01 to 2026-06-30

ZIP CODE	CITY	SEARCHES
84015	Clearfield, UT	3,269
84025	Farmington, UT	1,778
84041	Layton, UT	1,723
84010	Bountiful, UT	618
84075	Syracuse, UT	406
84037	Kaysville, UT	400
84040	Layton, UT	306
84054	North Salt Lake, UT	299
84056	Hill Air Force Base, UT	192
84087	Woods Cross, UT	120

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Promoting Davis Links

- Digital (TV monitors, social media, newsletters)
- Website search widgets
- Staff training
- Outreach events
- Announcement/message boards



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Connecting with Cities/Local Government

- New move-in Welcome Kit (Layton)
- Social media (ex. Farmington, HAFB, Kaysville, North Salt Lake)
- Newsletter articles (ex. Chamber Guide, County Connector, Farmington)
- City website (ex. Sunset, North Salt Lake)
- Lobby TV monitors (County)



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Technical Support Email & Team

Email: davislinks@daviscountyutah.gov

Technical Support Team

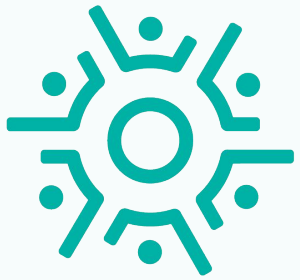
- Isa Perry
- Kaylee Wachlin
- Marcie Clark
- Travis Olsen



Davis COUNTY HEALTH DEPARTMENT

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Thank You!



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Transportation



Food



Healthcare/Dental



Parks/Recreation



Education



Employment/Work



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Alimentos



Atención Médica/Dental



Parques/Recreación



Educación



Empleo



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Consent Items

WOODS CROSS CITY COUNCIL MEETING
AUGUST 18, 2026

The Woods Cross City Council held a meeting on August 18, 2026, at 6:30 P.M. The meeting took place at Woods Cross City Hall, located at 1555 South 800 West, Woods Cross, Utah.

COUNCIL MEMBERS PRESENT:

Ryan Westergard, Mayor
Julie Checketts
Jim Grover
Eric Jones
Rachel Peterson
Wally Larrabee

STAFF PRESENT:

Bryce Haderlie, City Administrator
Curtis Poole. Community Development Director
Sam Christiansen, Public Works Director
LaCee Bartholomew, Community Services Manager
Annette Hanson, City Recorder
Jim Bigelow, Police Chief
Tara Kinser, Parks Manager

PUBLIC ATTENDANCE:

LeGrande Blackley
Don Schrader
Marly Ferrin
Dennis Hooper
Lois Schrader
Robert Stowell
Lee Ann Hansen

INVOCATION/PLEDGE: Wally Larrabee

CONSENT AGENDA ITEMS

The Council reviewed the consent agenda items and Council Member Jones made a motion to approve the consent agenda items as presented with corrections to the minutes as noted, with Council Member Grover seconding the motion and all voted in favor of the motion through a roll call vote.

CONSIDERATION TO APPROVE MINUTES

The Council reviewed the minutes of the City Council meetings held on 721/26, 8/4/26, 8/6/26. The minutes were approved as corrected through the consent agenda.

RATIFY CASH DISBURSEMENTS

The Council ratified the cash disbursements for 7/17/26-8/12/26 through the consent agenda.

CONSIDERATION TO APPROVE RESOLUTION 2026-1012 AUTHORIZING THE PURCHASE OF A VAC TRAILER AND DECLARING THE 2013 VAC TRAILER SURPLUS

Resolution 2026-1012 authorizing the purchase of a Vac Trailer and declaring the 2013 Vac Trailer surplus through the consent agenda.

PUBLIC COMMENT

Resident Dennis Hooper addressed the Council in follow-up to the Truth-in-Taxation meeting. He thanked the Council for its service and the City Administrator for responding to his questions but expressed concerns regarding information presented about projected population growth. Citing projections from the

Wasatch Front Regional Council and the Kem C. Gardner Policy Institute, Mr. Hooper questioned whether the City's projected population and housing growth, particularly near the FrontRunner station, was realistic given the City's anticipated buildout. He emphasized the importance of providing accurate information during public meetings and thanked Council Member Checketts for communicating with residents.

Mr. Hooper also requested that an inaccurate image depicting a golf course within the City be removed from the City's website. He questioned the proposed size and need for a community room in the new City Hall given the existing large room at the Public Works facility and expressed concern that such a facility could compete with private venues.

Mr. Hooper asked about the City's plans for the property formerly owned by the De Lunas and suggested that selling the property for development could generate revenue and help offset the tax increase. He also raised concerns regarding repayment of the bond for the water wells and the use of RAP Tax funds for Hogan Park, questioning whether sufficient funding would remain for future improvements at Mills Park without additional tax increases. He asked the Council to consider these concerns and thanked them for their time.

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

ACTION ITEMS There were no action items for tonight's meeting.

COMMUNITY WELLNESS SURVEY

The Mayor gave the floor to LaCee Bartholomew, Community Services Manager, who reviewed the results of the 2026 Woods Cross Well-Being Survey conducted by Utah State University (USU). She said the survey provides an opportunity to better understand how residents experience life in Woods Cross, what they value most about the community, and where they see opportunities for improvement. She said the survey received 243 responses, with 143 residents (59%) providing at least one open-ended response. This survey was not sponsored by Woods Cross City and was not conducted as part of a city-funded initiative or tied to the use of city tax dollars. The results are being brought forward as an independent source of resident feedback that may be useful to the City Council in its discussion and planning.

Four main themes for discussion were:
Community Character & Connection
Growth, Development & Infrastructure
Environmental Quality, Transportation & Physical Well-Being
Recreation, Programs & Community Engagement

She asked that the City Council to review the Woods Cross Well-Being Survey results and participate in a discussion during Strategic Planning regarding the four key themes identified above.

The Council said they would review the survey and prepare to have a discussion on the key themes in the survey at the strategic planning meeting.

DRAFT

The Mayor asked if there would be a follow-up survey to see how opinions may change in the future as changes are implemented within the city. Ms. Bartholomew said they can do a follow-up survey in six months and then there will be a survey on a five-year rotation.

Council Member Grover mentioned there were many comments in the survey regarding the mosquito issue in the city. He said he was going to take that back to the abatement district who is always trying to find better ways to mitigate the mosquito problem.

Council Member Grover also said that concerns over air quality was mentioned in the survey and asked if there was a way to talk to neighboring cities about smells that impact our city.

Council Member Checketts said there used to be an air quality board where Council members and representatives of businesses in the city such as the refinery and asphalt plant, would discuss air quality in the area. She said it might be good to start up that board again to discuss concerns within the city and surrounding areas regarding air quality. She said it would be good to reach out to North Salt Lake and West Bountiful to be involved in those discussions as air quality does not have specific boundaries.

The Public Works Director said the Division of Air Quality will be doing a 60-day air quality study placing monitors to check the air quality in our area. He said he could reach out and see if the information from previous air monitors is still available.

Council Member Checketts asked if there could be monitors placed during the various seasons to see what the air quality is like at different times of the year.

There was a discussion about the Purple monitors/air quality sensors and wondered if it would be helpful to have a citizen lead initiative that could help with finding out about air quality in our city. The Public Works Director said he looked online and did not see any air quality monitors located in the city of Woods Cross.

It was noted it might be a good idea to try and get the health department to put monitors in the city. The Mayor also suggested putting together another Air Quality Committee to start up the discussion again. He said it would be good to put it on the strategic planning agenda to help make sure it is on the radar for further growth.

Council Member Checketts suggested putting information in the city newsletter and on social media regarding who manages the different services for the city as well as what personal property rights are for residents for educational purposes. Ms. Bartholomew said she would put something together.

BANNERS AND LOCATIONS ON 800 WEST AND 1500 SOUTH

The Mayor gave the floor to the Public Works Director who noted the Council had asked for maps of current banner locations and locations for the approved banner purchase in the FY26 Budget. He said Staff had requested $6,500 for additional banners and new locations.

The Public Works Director provided maps where additional banners could be placed to improve continuity with existing displays and increase visibility along major corridors. He said the city had already purchased

banners and mounting hardware for 13 Rocky Mountain Power-owned poles, but installation is pending final authorization from Rocky Mountain Power. He said staff are requesting direction from the Council whether to proceed with installing additional banners at any of the proposed locations on the maps.

The Public Works Director said the City Services Manager would like additional banners for different times of the year, and each banner is $56 per location, based on purchase prices paid in March of last year.

Examples for new banners could include:

- Winter Banners (currently we do not have any)
- Veterans Day Banners with possible hometown heroes spotlights
- School Banners (to put up around when school starts)
    - o Woods Cross High School
    - o Woods Cross Elementary School
    - o Odyssey Elementary School
    - o Legacy Preparatory Academy
    - o Choice Learning
- Woods Cross High School Homecoming (Put up the week of Homecoming)
- Banners with the City Logo. The costs, as of March of 2026, for new banners and locations are:

- Power pole mount kits (per Pole) $84.00
- Banners (per banner when ordering 40+) $56.00

Following the information given by the Public Works Director the Council said they would like to continue expanding the banners along two of the major roads in the city and adding new banners. He said streets employees are the ones who put up the banners and it takes about two man hours to switch out the banners.

Council Member Checketts said she did not feel the banners needed to be expanded because it could be excessive. She said she is worried about the costs and the man hours it takes to put them up. She said the focus should be keeping banners near city hall and possibly a few other highly visible spots.

The Council said the may be a good discussion to move to a strategic planning to discuss it further.

Council Member Peterson said she felt like expanding what we celebrate would be better than expanding the number of banners. She wondered what the purpose of the banners is and felt that would help with deciding about the banner number and area expansion.

Council Member Jones said the flags are decorative, and he said he does not really notice them much. It was noted there are many different sizes. He said if they were further down the street they may be easier to see and if they were in the neighborhoods. He said he wouldn't mind if they extended down further down 1500 South to the train tracks and up to the commercial area on 1500 S and 800 W. He said he felt tasteful banners have an impact on the feel of the community and are good a way to celebrate the city.

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Council Member Grover said he didn't mind adding a few more in each direction to honor city festivities.

Council Member Checketts suggested looking how other cities who use banners placing them and bring those ideas back to strategic planning session early next year.

It was noted that the banners bring a sense of community and they help with the way people feel about the city having banners up.

The Public Works Director said he will come back at strategic planning with more ideas for banners but will move forward with the three additional banners each way that have already been proposed.

SPEEDING ON 1100 WEST

The Mayor gave the floor to the City Administrator who noted Mr. Mike Christensen had sent several emails with his concerns about speeding on 1100 West. He said Chief Bigelow was prepared to review historical enforcement action on 1100 West in the vicinity of the complaint. He also noted the Public Works Director had relocated speed radar signs on 1100 West in the same vicinity to report on the average and top speeds with information that had been gathered.

Following the information given by the City Administrator, the Mayor gave the floor to Police Chief Bigelow who noted the following regarding monitoring speed on 1100 West:

The Woods Cross Police Department's traffic policy provides that traffic enforcement should be based on factors including collision locations, citizen complaints, traffic volume, traffic conditions, and other traffic-related needs. The policy specifically allows geographic and time specific officer assignments, preventive patrols, and directed enforcement in response to identified traffic concerns.

The current approach includes:
- Traffic speed radar signs were moved to 1100 W on August 12 to measure vehicle speeds, traffic volumes, and provide driver feedback. Sam will share in the meeting data showing speed observations, actual vehicle speeds, and the times of day when speeding is most prevalent.
- Assigning officers for directed speed enforcement during those identified periods.
- Using visible enforcement.
- Tracking stops, warnings, citations, observed speeds, and enforcement hours so the effectiveness of the effort can be evaluated.
- Reviewing collision and complaint information to determine whether particular portions of 1100 West warrant additional attention.

The City Administrator said the Public Works Department is gathering information now since the signs have been placed. The Council said they would like feedback and data moving ahead as the signs are monitored to see what happens with speeding now that those signs have been placed to help with traffic calming and speeding.

Police Chief Bigelow shared that PD has increased their traffic citations instead of just warnings to people speeding to help with the speeding issues in the city.

DRAFT

It was also recommended that there could be more signs purchased in the future if it proves to be beneficial to help speeding within the city. There was also a suggestion to see if they could get further information from the neighboring cities to the north and south of Woods Cross City.

The City Administrator said he would do some research on other ways that might help with speeding.

ASH TREE REMOVAL ON 1500 SOUTH RECOMMENDATION

The City Administrator noted the Parks Superintendent presented information to the Council to inform them of the condition of the eight Ash trees lining 1500 S., relate the findings of the several arborists who have studied, pruned, and inspected the trees, and recommend potential courses of action.

The Parks Superintendent addressed the Council and discussed the problems with the ash bores infesting the trees and the trouble the trees are experiencing with this issue.

The Parks Superintendent noted the following:

Key Findings ----
-The trees have heavy, overextended branches on their south-facing sides and severe "sucker" growth on the north due to extensive pruning by Rocky Mountain Power.
-The trees have had many branch failures in the past.
-The trees have some amount of dieback and deadwood in their canopies.
-The trees suffer from borer infestation.

Mitigation Options Available –
-Extensive reduction pruning of overextended & borer damaged limbs
-Remove dead and dying branches
-Treat for borers

Risks and Considerations ------
-Large branch removal will create wounds where the branch is cut from the tree. These old trees will have difficulty closing the wounds, making decay or further infestation likely.
-Industry standards discourage removing more than 25% – 30% of a tree's living branches in a growing season so the tree can recover well. The amount of pruning the trees need will exceed this percentage and possibly weaken the trees.
-Treating the trees could decrease the current borer population but can't reverse damage or public safety concern
-New City Hall construction will put the trees at further risk for stress and root damage.
-Removal of tree 8 will require specialized equipment to reduce risk of cabin damage.
-Borer treatment costs are not part of the Parks Department's current budget.

Recommendations ----
-Begin a targeted educational campaign to help the residents understand the urgency.
-Hire a licensed arborist to remove the worst of the overextended, borer damaged limbs as soon as possible on all trees.

DRAFT

-Consider pruning and treating trees 1 and 2 as soon as possible to increase the likelihood of survival for a few more years. There will still be risk of failure.
-Allow the Utah Community Forest Council to remove trees 5 and 6 as part of their October 2026 chainsaw training class. Gather more information/evidence from the downed trees.
-Remove trees 3, 4, 7, and 8 and hire out the preservation of the trunk wood for future use.
-Treat the four Ash trees on the south end of Hogan Park for bores as well.

Conclusion
The evidence we have gathered so far indicates that the trees are highly compromised. I am somewhat comfortable keeping trees 1 and 2 with a pruning and borer treatment plan in place, less so with tree 3 as it has more borer damage. Removing trees 3- 8 and designing a landscape with the right trees for the location, as well as treating the south-side Ash trees, is my recommendation.

Mitigation Option	**Frequency**	**Price Estimate**
Prune	Yearly	$1000
Treat for Borers - Injections	Every 2 Years	$700
Treat for Borers – Bark Spray	Yearly	$200
Removal + Stump grinding	One Time	$3,000

Following the information given by Ms. Kinser, there were ideas presented about having a "Farewell to Our Park Trees" community celebration to help residents say goodbye, preserve community memories, and carry the trees' story into the next generation of public spaces. The Council talked about ways to include the public such as having a day for families to take pictures before the trees come down or other farewell activities that might be helpful in making it easier to say goodbye to the beautiful trees.

There were also ideas presented on ways to repurpose the wood that might be saved from the trees in the new City Hall that would give residents a visible, lasting connection between the old park and the city's future. The best pieces could be selected after an arborist, sawyer, or woods specialist evaluates the condition of each log. The recommended legacy theme is "Roots of Our Community."

Council Member Jones asked how the two trees that are proposed as a possibility to save will look after pruning them. Ms. Kinser said they will not look great while they are going through the pruning process.

Council Member Larrabee said he felt it is important that LaCee get the word out to the public that these trees are being removed because they are sick and are not being sacrificed for the city hall.

Ms. Kinser suggested creating a parks-specific social media page to educate residents about why the trees are being removed and to share future parks-related information. She also recommended interviewing the arborists participating in the tree removal event so other professionals can explain why the trees need to come down.

The Mayor said he agreed with getting the public educated on what is happening and why.

DRAFT

The Park Superintendent said she belongs to a group of arborists that holds classes for tree removal for experience. She said if the city decided to use this group for removal of two trees, it would be free to take down two trees if the Council decided to use this group. She said once the trees are taken down, they could assess the condition of the wood to see if the wood will be able to be used for future projects like décor for the new city hall. She said she would recommend taking down the trees as quickly as possible and to make sure the removal is finished in a timely and clean manner.

It was a Council consensus to remove all of the diseased trees considering the expense of pruning, and future upkeep. Removing the trees now would allow new ones to be planted and start growing.

The Mayor also said it would be a good idea to contact Rocky Mountain Power to see if they might have some funding to help with the removal of the trees if they no longer having to pay to have the trees trimmed.

CITY HALL/HOGAN PARK

The Mayor gave the floor to the City Administrator who noted there were still a few decisions that needed to be made regarding the design of the new City Hall.

They had a discussion on what the would like as far as the community room, the enclosed patio space and additional space being added to the second floor.

Council Member Checketts said she was fine with what was being proposed with the exception of canvas being use as expansion material for the enclosed patio space. She said she wants to make sure it will be enclosed in a pleasing manner to be usable for larger groups like senior lunch.

Council Member Peterson asked if contingency funds will need to be used if the community room is enclosed and the City Administrator said one way or the other, they will be dipping into the contingency fund because of other changes that are being proposed.

The Council said they would all be supportive of the 2500 square foot community room and 2270 enclosed covered expansion, but they were not in favor of using any canvas for the enclosed space. The Council said they are also in favor of not expanding the basement. They said they were in favor of staying with the 17-foot extension on the second floor.

The City Administrator also said they are working with the heating and cooling contractors to heat and cool the open space when it is enclosed and the Council said they were in favor of doing that.

COMMUNITY DEVELOPMENT REPORT

The Community Development Director presented his report for the month of July.

Building Permits and Land Use Applications

- 18 Residential Building Permits (6 New Single-Family)
    - $2,584,506 total valuation

DRAFT

- o $85,154 total permit fees
- 2 Commercial Building Permits
  - o $363,076 total valuation
  - o $43,938 total permit fees
- 3 Site Plan Applications
- 7 Miscellaneous Land Use Applications Business Licenses
- 3 new Business Licenses
- 1 new Home Occupation Licenses
- 718 total Business Licenses Code Enforcement
- 7 new Cases
- 127 total Active Cases
- Top Cases
  - o Weeds
  - o Unmaintained yard

Updates

- Sam has worked with our software provider to add all land use applications to the portal. This will allow applicants to upload, pay for, and track their applications from the portal. This will also allow all reviews to occur electronically.
- It's the time of year when weeds are growing tall. Leah is doing a great job keeping residents informed of the standards and ensuring properties are compliant. We continue to follow the process on cases which is, reach out to residents and provide them reasonable time to comply. As discussed in a previous Council meeting, very few cases actually require legal action; however, we do have a couple of properties that are or will be going through the legal process.
- Bonnie and I are in the process of drafting updates to the business license code and will be bringing the language through the Planning Commission and City Council within the next couple of months.
- New construction projects underway
  - o DC Customs and the Boat Shack – next to Pace's Dairy Ann
  - o The Crossing townhomes – northeast of Woods Cross High and across 500 West from The Hills apartments
  - o Salmon Electric office warehouse – 1379 S Redwood Road o Obic Trucking – 1221 W 2425 S
- New businesses coming to the city
  - o Clear Cut Calibrations – Automotive recalibrations – 930 S 500 W
  - o Patriot Forge – Welding and fabricating ornamental and architectural features – 2262 S 1200 W

COMMUNITY SERVICES REPORT

The Community Services Manager reported"

Summer Recreation is going well. We will receive the results from the University of Utah study this fall, and those findings will be sued to continue to strengthen this programming for youth workers next year. Summer Literacy has applied for a Rocky Mountain Power Foundation Grant to help offset the rising cost of purchasing books and to support bringing engaging speakers and an author to the program in 2027. Any suggestions are welcome.

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Participation numbers are trending upward for Senior Lunch and are expected to continue increasing as we move into the fall and winter months. April Filler received a certificate from the Lieutenant Governor's Office in recognition and appreciation for her outstanding volunteer service.

The majority of youth in YCC were able to participate in Night Out Against Crime, and a special thank-you to Michelle for helping make it such a great evening! Youth City Council leadership has been selected, and all positions have been accepted. We are excited to welcome the new leadership team and look forward to a great year ahead. All Youth City Council members will be officially sworn in on September 1, 2026, at 6:00 PM at Hogan Park.

Upcoming Activities:
Blood Drive - August 24 1-7 PM
YCC Swear In Ceremony - September 1, 2026 @ 6PM Hogan Park
9/11 Project - September 8, 2026 @ 6:00 PM @ Public Works
Pumpkins in the Park - October 10, 2026 @ 6 - 8 PM @ Mills Park
Veterans Dinner - November 13, 2026 @6:30 PM @ Public Works
Holiday Lights - November 30, 2026 @ 6:00 PM

POLICE REPORT

Report for July

Dispatched/On View Calls

2026		2025	
January-	441	January-	475
February-	448	February-	420
March-	449	March-	474
April-	539	April-	530
May-	505	May-	595
June-	618	June-	503
July-	735	July-	568
August-		August-	578
September-		September-	639
October-		October-	520
November-		November-	385
December-		December-	426

Patrol Overview

June 2026		June 2026	
Calls for service-	735	Calls for service-	618
Reports-	188	Reports-	214
Citations-	196	Citations-	104
Physical Arrests-	18	Physical Arrests-	16
Use of Force-	03	Use of Force-	00

DETECTIVE DIVISION

22- Persons Crimes / Sexual Assault / Death Investigations /C.A.N.R. cases (child abuse neglect report)
10- Theft / Property / Fraud Cases
20- Cases closed with and without arrests.
43- Active cases.
04- Death Investigations.

DEPARTMENT ACTIVITY

- Kids in the park with Woods Cross Police Department.
- Participated in Bountiful' s Handcart Days Parade.
- Conducted extra patrols during the 4th and 24th. There were no fireworks related incidents.

USE OF FORCE REVIEWS

The patrol sergeants and administration reviewed three use of force incidents for the month of July. The incidents were found to be within department policy and state law.

INVESTIGATIONS/ICAC

The investigations division received a case involving the aggravated sexual abuse of a child. The suspect is the father of the victim, and the offense took place in Woods Cross prior to the family moving to Emery County. Our detectives located the suspect and victim in Emery County and interviewed them. Det. Zierse was able to get a full confession from the suspect. The suspect was transported from Emery County and booked into the Davis County Jail. Investigators also arrested a mother on child abuse charges in our city.

Detective Zierse was re-certified on the CVSA (polygraph).

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The Council said the Night Out Against Crime went very well and the hamster balls were a big hit and the event was very well attended.

PUBLIC WORKS REPORT

Department Report for July 2026

JULY PARKS TASKS JULY

- Tee-Ball Field Upgrade
  - Home Plate and Bases Set
  - Removed Tons of Sod
  - Relocated and Capped Sprinklers
  - 30 +Tons of Diamond Dirt
  - Battle Gophers Under Tee-Ball Field
- Sprinkler repairs
- Well 1 Reviving
- Restroom Maintenance/Repairs
- Pavillion and Table Cleaning
- Dog pots & garbage cans
- Gopher baiting and control
- Building Maintenance

STREET/STORM WATER TASKS JULY

- Tree Chipping Program
- 20 + Tons of Asphalt (Water Leaks)
- Street Sign Maintenance
- Equipment Maintenance
- Filling potholes
- Garbage cans
- Moved furniture out of City Hall
- Took furniture to the auction
- Concrete List and Inspections
- Lots of Water Leak Help
- CDL Complete (Seth)
- Twin D Camera/Drain Line Cleaning
- SWPPP Inspections/Sites
- Detention Basin Cleaning/Inspections

WATER TASKS JULY

- 217 Bluestakes
- GAC replacement/vessel repairs
- 13 Water Leaks vs 5 in 2025 All Types (Beam Breaks, Service Laterals, Broken Valves, Setters)
- 21 Leaks in 2025 vs 18 so far this year
- Valve Exercising/Maintenance
- Routine Water Samples
- Parts Ordering/Inventory
- Asphalt Patch Help
- Well/Treatment Plant Maintenance

CURRENT AND UPCOMING PROJECTS

- 1500 S Reservoir Project – has been awarded on August 6th, and the preconstruction meeting is on August 20th.
- Well #3 continues, and the contractor is making good progress. Close to installing the final casing and pulling the temporary casing.
- 1100 W 2100 S to 2600 S Widening
- UDOT has taken over. Working on final design and right-of-way.
- Water Code Updates – waiting on the attorney to get free time.
- Water IFFP is near completion
- Received a $75,000 Division of Air Quality grant to use toward a new 10 Wheeler Snow plow
- Working through some final punch list items on the Mill/Overlay and sealcoat projects.

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IN THE WORKS
• West Legacy Trail concerns
• Post Construction and JUB are reviewing the settlement agreements. JUB has started paying the city the reimbursement in the form of credits
• Development Review Committee
• The Reuse Plan application is still in process at the State Engineer's office.
• Legacy Trail Sound Wall
• Currently being installed
• Preparing to bring back to the council a roof replacement estimate for Public Works

PROJECTS NOT LISTED ABOVE
• 1100 W 2100 S to 2600 S Widening award.
• Well 3 Rehab and water reservoir are in design.
• Well 5 HVAC replacement completed. Working out some issues with the contractor.
• The Dog Park fence is mid-installation, and the concrete work is 50% done. Shade shelter and benches installed at the end of August.
• Mills Park Trail and East Parking lot asphalt treatment August 1.
• 2026 Mill/overlay project to be done August 11th -15th.

CITY ADMINISTRATOR REPORT

1. I've have been heavily involved in preparing for the upcoming FY27 Budget adoption and Truth In Taxation process for both the city budget and South Davis Metro Fire Service Area Budget where I am the Budget Officer for 2026.
2. Regular meetings for the city hall/Hogan Park project design. We continue to refine the floor plan and functional layout of the building.
3. Assisting with FY26 Financial Audit as needed.
4. Coordinating with Curtis Poole on annexation process on Redwood Road.
5. Attended the South Davis Metro Fire Service Area Board meeting on Friday, Aug. 7th.
6. I attended the Trust legal brief meeting to learn more about ways that we protect the city from liability through inspections and accurate reports.

FINANCE REPORT

The Council reviewed the finance report that was submitted by the City Administrator/Finance Director.

QUESTIONS/DIRECTION TO CITY ADMINISTRATO OR STAFF

Council Member Checketts said sales tax looked like it came out favorably this year.

COUNCIL REPORTS

The Mayor said they held a meeting for the fire district's Truth in Taxation. He also said they had the official pinning ceremony and swearing in for the new Fire Chief. He said the fire district is good hands with the

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new chief. The Mayor also said they have hired one assistant chief, and they are recruiting for one more assistant chief position, and they hope to have that soon.

CLOSED SESSION

The Mayor noted the Council needed to go into closed session pursuant to state code. Council Member Peterson made a motion to go into closed session at 9:23 PM with Council Member Checketts seconding the motion. Council Members Grover, Peterson, Checketts, Jones and Larrabee voted in favor of the motion through a roll call vote.

ADJOURNMENT

There being no further business before the City Council, Council Member Larrabee made a motion to adjourn the meeting at 9:57 PM with Council Member Jones seconding the motion and Council Members Grover, Peterson, Checketts, Jones and Larrabee voted in favor of the adjournment motion through a roll call vote.



Submitted for approval by City Council September 1, 2026

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CASH DISBURSEMENTS

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

Report Criteria:
Report type: GL detail

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
32045	08/20/2026	BOUNTIFUL CITY CORP	339 W 2600 S Electric Power	51-40-270	26.86	26929731
Total 32045:					26.86	
32047	08/20/2026	BRIAN PASSEY	REIMBURSE UGFOA CONF-B Passey	10-43-230	175.00	10.06.26
Total 32047:					175.00	
32048	08/20/2026	CANON FINANCIAL SERVICES, INC	PD Copier C3930I Contract and Copies	10-60-251	182.83	43368367
32048	08/20/2026	CANON FINANCIAL SERVICES, INC	CH Copier C5850 Contract and Copies	10-51-250	285.74	43368367
32048	08/20/2026	CANON FINANCIAL SERVICES, INC	PD Copier C3930I Contract and Copies	10-60-251	163.56	43517922
32048	08/20/2026	CANON FINANCIAL SERVICES, INC	CH Copier C5850 Contract and Copies	10-51-250	293.03	43517922
32048	08/20/2026	CANON FINANCIAL SERVICES, INC	PD Copier C3930I Contract and Copies	10-60-251	340.67	43695733
32048	08/20/2026	CANON FINANCIAL SERVICES, INC	CH Copier C5850 Contract and Copies	10-51-250	264.30	43695733
Total 32048:					1,530.13	
32049	08/20/2026	CYNDI COOMER-SMITH	TAC CONFERENCE MILEAGE-C SMITH	10-42-230	139.71	091426
32049	08/20/2026	CYNDI COOMER-SMITH	TAC MEAL PER DIEM-C SMITH	10-42-230	103.00	091426
Total 32049:					242.71	
32050	08/20/2026	EMINENT TECHNICAL SOLUTIONS	MONTHLY PHONE SERVICE BILL- JULY 2026	10-51-280	811.80	EM-1294
32050	08/20/2026	EMINENT TECHNICAL SOLUTIONS	DOCKING STATION - E REDFORD	10-43-741	200.00	EM-429
Total 32050:					1,011.80	
32051	08/20/2026	ENCODE PLUS	CODIFICATION DOWNPAYMENT-INSTALLMENT #3 DRAFT	10-43-310	1,930.00	3446
Total 32051:					1,930.00	
32052	08/20/2026	HAYES GODFREY BELL, P.C.	Legal Services	10-49-310	164.00	12982
32052	08/20/2026	HAYES GODFREY BELL, P.C.	Legal Services	10-83-310	348.50	12982
32052	08/20/2026	HAYES GODFREY BELL, P.C.	Legal Services	21-40-737	297.05	12982
32052	08/20/2026	HAYES GODFREY BELL, P.C.	Legal Services	51-61-703	143.50	12982
Total 32052:					953.05	

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
32053	08/20/2026	IIMC	MEMBERSHIP DUES w DISCOUNT#39906 A HANSON	10-43-210	50.00	39906 8.19.2
Total 32053:					50.00	
32054	08/20/2026	INTERMOUNTAIN TRAFFIC SAFETY	ROAD SIGN ANCHORS	10-71-410	409.88	61673
Total 32054:					409.88	
32055	08/20/2026	JOHN FILLER	SNR LUNCH FOOD AND DECOR (100 ATTENDEES)	27-40-611	198.96	081326
Total 32055:					198.96	
32056	08/20/2026	JULIE CHECKETTS	SNR LUNCH BINGO PRIZES (3)	27-40-611	30.00	081326
Total 32056:					30.00	
32057	08/20/2026	LANGUAGE SOLUTIONS TEAM, LLC	TURKISH INTERPRETATION-COURT 08.18.26	10-42-310	232.44	LS0004-2164
Total 32057:					232.44	
32058	08/20/2026	LEXISNEXIS RISK SOLUTIONS	ANNUAL AVCC SUBSCRIPTION	10-60-310	6,720.00	7546106-202
Total 32058:					6,720.00	
32059	08/20/2026	RUBEN CORREA	BAILIFF FEE 8.18.26	10-43-310	200.00	8318326
Total 32059:					200.00	
32060	08/20/2026	SHERWIN-WILLIAMS	Paint & Supplies	10-71-410	211.11	3493-9
Total 32060:					211.11	
32061	08/20/2026	SKAGGS COMPANY INC	ZIERSE UNIFORM	10-60-450	157.09	450_A_3576
32061	08/20/2026	SKAGGS COMPANY INC	FURNISH UNIFORM	10-60-450	242.15	450_A_3589
Total 32061:					399.24	
32062	08/20/2026	SMITH'S	RESTITUTION OWED	10-35-100	114.24	261300046
32062	08/20/2026	SMITH'S	RESTITUTION OWED	10-35-100	33.10	261300067

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 32062:					147.34	
32063	08/20/2026	STANDARD PLUMBING SUPPLY CO.	PARKS VALVE BOXES/PIPE TAPE	10-79-260	52.80	AYGY13
32063	08/20/2026	STANDARD PLUMBING SUPPLY CO.	A1 DRAIN SPRINKLER REPAIR PARTS	10-83-261	61.09	AZP883
32063	08/20/2026	STANDARD PLUMBING SUPPLY CO.	SPRINKLER REPAIR WIRE CONNECTORS	10-83-261	38.80	AZXL25
Total 32063:					152.69	
32064	08/20/2026	STEP SAVER INC	CHLORINATION SALT	51-40-610	160.74	551484
32064	08/20/2026	STEP SAVER INC	CHLORINATION SALT	51-40-610	188.10	551926
32064	08/20/2026	STEP SAVER INC	CHLORINATION SALT	51-40-610	148.23	552827
32064	08/20/2026	STEP SAVER INC	LESS SALES TAX	51-40-610	8.86-	552827
32064	08/20/2026	STEP SAVER INC	CHLORINATION SALT	51-40-610	196.65	553290
Total 32064:					684.86	
32065	08/20/2026	THE IRON WORKS, LLC	DETENTION GATE 2425 S (DOG PARK)	56-40-250	2,721.00	6771
32065	08/20/2026	THE IRON WORKS, LLC	DETENTION BASIN LOCK DOWN STRAPS-FARM MEADOWS/DOG PARK	56-40-250	756.89	6995
Total 32065:					3,477.89	
32066	08/20/2026	TRAEDMARK	REFUND WATER METER DEPOSIT	10-21400	3,000.00	8
32066	08/20/2026	TRAEDMARK	LESS WATER USED	51-38-900	289.51-	8
Total 32066:					2,710.49	
32067	08/20/2026	TWIN D INC	HYDRO EXCAVATE WATER LEAKS ON 1243 W 525	51-40-310	1,177.50	839218 RI
Total 32067:					1,177.50	
32068	08/20/2026	WALL APPRAISAL COMPANY	1500 S WTR TANK EASEMENTS APPRAISAL	51-61-703	3,500.00	7755
Total 32068:					3,500.00	
32069	08/26/2026	CHASE	451967015011 RD IMPROVE BOND 8.3.26 PRINCIPAL	21-40-820	334,000.00	0000000968
32069	08/26/2026	CHASE	451967015011 RD IMPROVE BOND 8.3.26 INTEREST	21-40-830	36,905.30	0000000968
Total 32069:					370,905.30	
32070	08/26/2026	CITY OF BOUNTIFUL - UTILITIES	330 W 1500 S Electric Power	51-40-270	39.31	2634068

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
32070	08/26/2026	CITY OF BOUNTIFUL - UTILITIES	180 E 1500 S Electric Power	51-40-270	31.55	2634797
Total 32070:					70.86	
32071	08/26/2026	EMINENT TECHNICAL SOLUTIONS	SOPHOS ENDPOINT RENEWAL USER 12 MONTHS	10-46-310	1,400.00	EM 1349
32071	08/26/2026	EMINENT TECHNICAL SOLUTIONS	SOPHOS ENDPOINT RENEWAL SERVER 12 MONTHS	10-46-310	630.00	EM 1349
Total 32071:					2,030.00	
32072	08/26/2026	KESLEY REYNOLDS	REFUND OVERPAYMENT - FINAL BILL	01-11750	2.45	22141303
Total 32072:					2.45	
32073	08/26/2026	METHOD STUDIO INC	25.0585 PROGRAMMING DESIGN NEW CITY HALL	46-40-720	14,037.50	37267
Total 32073:					14,037.50	
32074	08/26/2026	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	10-43-240	19.32	4773748340
32074	08/26/2026	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	10-43-240	34.36	4773759080
Total 32074:					53.68	
32075	08/26/2026	PEAK RESTAURANT PARTNERSHIP	REFUND OVERPAYMENT - FINAL BILL	01-11750	275.69	1173003
Total 32075:					275.69	
32076	08/26/2026	RENU PROPERTIES LLC	REFUND OVERPAYMENT - FINAL BILL	01-11750	186.00	9130003
Total 32076:					186.00	
32077	08/26/2026	UTAH DEPT OF TRANSPORTATION	PROJ: F-1384(3)1 1100 W; 2185 S TO 2600 S WIDENING	21-40-737	291,390.00	RE:26-8544
32077	08/27/2026	UTAH DEPT OF TRANSPORTATION	PROJ: F-1384(3)1 1100 W; 2185 S TO 2600 S WIDENING	21-40-737	291,390.00-	RE:26-8544
Total 32077:					.00	
32078	08/26/2026	VERIZON WIRELESS	PW TABLET SERVICE	10-51-280	280.25	6150901776
Total 32078:					280.25	
8202601	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	MONTHLY WC PREMIUM	10-22430	4,250.21	1627430

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 8202601:					4,250.21	
8202602	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	MONTHLY WC PREMIUM	10-22430	4,250.21	1628450
Total 8202602:					4,250.21	
8202603	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	LIABILITY INSURANCE	10-47-510	27,324.00	1627428
8202603	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	LIABILITY INSURANCE	51-40-510	27,324.00	1627428
8202603	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	LIABILITY INSURANCE	52-40-510	15,819.00	1627428
8202603	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	LIABILITY INSURANCE	25-40-610	6,015.00	1627428
8202603	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	LIABILITY INSURANCE	52-40-510	1,436.35	1627428
Total 8202603:					77,918.35	
8202604	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	AUTO INSURANCE	10-43-510	624.00	1627427
8202604	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	AUTO INSURANCE	10-57-510	381.00	1627427
8202604	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	AUTO INSURANCE	10-60-510	24,220.00	1627427
8202604	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	AUTO INSURANCE	10-79-510	624.00	1627427
8202604	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	AUTO INSURANCE	10-83-610	1,946.00	1627427
8202604	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	AUTO INSURANCE	52-40-510	3,525.00	1627427
8202604	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	MONTHLY WC PREMIUM	10-22430	8,307.96	1627427
Total 8202604:					39,627.96	
8202605	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	PROPERTY INSURANCE	10-47-510	14,838.00	1627429
8202605	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	PROPERTY INSURANCE	51-40-510	18,910.00	1627429
8202605	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	PROPERTY INSURANCE	52-40-510	279.00	1627429
8202605	08/20/2026	UTAH LOCAL GOVERNMENT TRUST	PROPERTY INSURANCE	56-40-510	3,068.71	1627429
Total 8202605:					37,095.71	
Grand Totals:					577,156.12	

Report Criteria:
Report type: GL detail

Memo

To: Woods Cross Mayor and City Council

From: Brian Passey, Finance Director

Date: September 1, 2026

Re: Reimbursement Request #5: 2022 Road Bond Funds

Staff requests that the City reimburse itself for road project expenditures incurred during the period beginning February 2026 through July 2026 in the amount of $140,775, payable from the remaining 2022 Road Bond Funds. The City Council authorizes this Request.

Attached is a summary chart for this Request #5.

Actual period expenditures (February 2026 to July 2026):

800 W 1500 S Traffic Signal:	$ 87,641
1100 West 500-1100 South Widening:	$ 53,134
Equals this Reimbursement Request Amount:	**$ 140,775**

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

Road Bond account balance, 1/31/2026:	$ 0.839	million
(-) This Request #5:	< $ 0.141 >	million
Equals Remaining Road Bond account balance, 7/31/2026:	**$ 0.698**	**million**

Other points to consider are as follows:

- Reducing the Road Bond account balance reduces the amount that may become subject to IRS review concerning municipal bonds.

- To best utilize the $0.698 million remaining Road Bond account balance, and as part of the current year 2026-2027 Budget, *it may be that the 1100 West 500-1100 South Widening Project may utilize the remainder of this Road Bond Fund with extensive engineering cost that are going on currently, and other potential pre-construction costs that may yet arise.*

- The 2022 Road bond funds have earned $338,989 during the time that they have been in the Bond PTIF account.

RESOLUTION 2026-2012

A RESOLUTION AUTHORIZING THE REIMBURSEMENT TO THE CITY FROM THE 2022 EXCISE TAX ROAD REVENUE BOND FUNDS WITH DRAW #5

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

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

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

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

1. The transfer of funds in the amount of $140,774.51 for the projects as shown in the attached spreadsheet.
2. This resolution becomes effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 1st DAY OF SEPTEMBER 2026.

WOODS CROSS CITY

_____
Ryan Westergard, Mayor

ATTEST

_____
Annette Hanson, City Recorder

COUNCIL VOTING:

Julie Checketts	**Yea____**	**Nay___**	
Eric Jones	**Yea____**	**Nay___**	
Wallace Larrabee	**Yea____**	**Nay___**	
Jim Grover	**Yea____**	**Nay___**	
Rachel Peterson	**Yea____**	**Nay___**	
Ryan Westergard	**Yea____**	**Nay___**	**[tie vote only]**

WOODS CROSS CITY CORPORATE SEAL DAVIS COUNTY, UTAH

2022 Bond Construction Account — Reimbursement #5

GL Number	Project	Period	Cottonwood Title	UDOT	JUB	Integra Realty Resources	Hayes Godfrey Bell P.C.	MC Green	Row Totals	Bond Funds Available	Bond Fund Balance (after Reimb-5)	Project Overage or Underage
21-40-733	800 W 1500 S Traffic Signal	Jan - Jun 2026	$ -	$ 87,640.69	$ -	$ -	$ -	$ -	$ 87,640.69	**$ 87,640.69**	$ 199,583.98	
21-40-737	1100 W 2150-2600 S Widening	Feb - Jun 2026	$ 3,650.00		$ 43,147.92	$3,000.00	$ 3,335.90	$ -	$ 53,133.82	**$ 53,133.82**	$ 511,677.57	
								Reimbursement #5 Total:		**$ 140,774.51**	$ 711,262	

Other Proj's:		Original Budget	Subtotal	1/23/25 Reimb-3	2/10/26 Reimb-4	8/18/26 Reimb-5	2/10/26 Remaining
21-40-737	2100-2600 S City/WFRC	$ 499,732					
	2100-2600 S City/DC3Q	$ 236,400					
	Subtotal:		$ 736,132	(86,900)	(127,046)	(140,775)	381,411
21-40-754	2600 S Match to NSL: Traffic Signal	$ 80,000					
21-40-7xx	2600 S Match to NSL: Grade X-ing	$ 240,000					
	Subtotal:		$ 320,000	(50,000)	0	0	270,000
Future Reimbursements Estimate:		$ 1,056,132	$ 1,056,132	(136,900)	(127,046)	(140,775)	651,411

	As of	Balance
2022 Bond Account Balance at State Treasurer (PTIF):	7/31/26	**$853,006**
Less: This Reimb-#5 Amount	8/18/26	$ (140,775)
Subtotal, Bond Account Balance after this Reimbursement Request:		**$712,231**
Less: Future Reimbursements Estimate Above:		($651,411)
Excess / (Deficit) of Bond Funds Available to complete all Bonded Projects ***(ie, interest earned on 2022 Bond Acct):***		**$60,820**

WX City GL Acct No				9/7/2022 Bond Estimate	Sep22~Jun23 Expense Period 1	Jul23~Dec23 Expense Period 2	Jan24~Jan25 Expense Period 3	Jan25~Jan26 Expense Period 4	Feb26~Jul26 Expense Period 5	PTIF Bond Balance
21-40-620	2022 Road Bond issuance costs			$28,000		($26,420)	$0	$0	$0	$1,580
800 W Reconstruction (Area 3) Estimate			Amount							
21-40-733	Bowen	$	323,387		($348,231)	$0	$0	$0	$0	($24,844)
21-40-733	Kilgore	$	669,232		($692,277)	$0	$0	$0	$0	($23,045)
21-40-733	Change Orders	$	65,000		$0	$0	$0	$0	$0	$65,000
21-40-733	UTA Land Lease	$	9,500		($6,750)	$0	$0	$0	$0	$2,750
21-40-733	Engineering J-U-B	$	150,000		($100,902)	($41,375)	($5,648)	$0	$0	$2,075
21-40-733	800 W 1400 S Traffic Signal	$	390,197		$0	($9,684)	$0	($190,441)	($87,641)	$102,431
	Subtotal 800 W Reconstruction (Area 3) Estimate:			$1,607,316						$125,947
21-40-751	1100 W 500~1200 South			$566,182	($338,208)	($2,128,840)	$2,044,552	$0	$0	$143,686
21-40-731	1100 W 1750~1975 South			$233,281	($174,623)	($642,419)	($321)	$0	$0	($584,081)
21-40-737	1100 W 2100~2600 S WFRC/WXC	$	499,732			($31,287)	($86,900)	($127,046)	($53,134)	$201,365
21-40-737	1100 W 2100~2600 S DC3Q/WXC	$	236,400							$236,400
	Subtotal 1100 W 2100~2600 South:			$ 736,132						
	Subtotal:			$3,170,911	($1,660,990)	($2,880,024)	$1,951,683	($317,488)	($140,775)	$123,318
21-40-754	NSL Project Match: Traffic Signal			$80,000			($50,000)	$0	$0	$30,000
21-40-xxx	NSL Grade X-ing, or new Project			$240,000						$240,000
	Subtotal:			$320,000	$0	$0	($50,000)	$0	$0	$270,000
	Grand Total:			$3,490,911	($1,660,990)	($2,880,024)	$1,901,683	($317,488)	($140,775)	$393,318
	2022 Road Bond Proceeds:			$3,500,000	$1,839,010	($1,041,014)	$860,669	$543,181	$402,407	$9,089
	Add: PTIF Interest Earned:			na	$119,560	$58,094	$95,552	$51,328	$14,455	$338,989
					$1,958,570	($982,920)	$956,221	$594,509	$416,861	$741,395

Alternative PTIF Balance Analysis:			Jun-23 Reimbursement 1	Feb-24 Reimbursement 2	Feb-25 Reimbursement 3	Feb-26 Reimbursement 4	**Aug-26 Reimbursement 5**	Totals
	Original Bond	$3,500,000	($1,660,990)	($424,563)	($582,942)	($317,488)	($140,775)	$373,243
	Interest Earned		$119,560	$58,094	$95,552	$51,328	$14,455	$338,989
	Balance		$1,958,570	$1,592,101	$1,104,711	$838,551	$712,231	$712,231

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

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

Memorandum

DATE: March 26, 2026

TO: Mayor, City Council, and Bryce Haderlie, City Administrator

FROM: Sam Christiansen, Public Works Director

SUBJECT: **A Resolution Authorizing a Settlement Agreement and Release of all Claims with J-U-B Engineers Relating to the West Legacy Trail Project**

Recommendation

City Staff recommends that the City Council approve the Resolution

Budget

Invoice credits of $52,000 will be applied to future JUB invoices, and the lump sum of $28,000 will be receipted into the RAP Tax in the West Legacy Trail JUB 24-39-120

Background

After weeds were discovered coming through the asphalt in the newly paved West Legacy Trail in spring of 2022, City Staff worked with Davis County, JUB Engineers, and Post Asphalt. After multiple years of negotiations, Woods Cross City and the other parties agreed to the following:

- Davis County would take the trail in the "as-is" condition and would void the original contract with the City and not seek any funds from the City.
- JUB Engineers agreed to a $70,000 settlement in the form of a lump sum and invoice credits.
- Post Asphalt agrees to a $70,000 settlement in the form of a lump sum and work-in-kind credits.
- Woods Cross City would not seek any additional funds from Davis County, JUB, or Post for reimbursement and will not take ownership of the trail. The original agreement with Davis County required the City to take ownership of the trail.

The City attorney has reviewed and approved this agreement.

Resolution 2026-1013

RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS WITH J-U-B ENGINEERS RELATING TO THE WEST LEGACY TRAIL PROJECT.

WHEREAS, Woods Cross City ("City") participated in the West Legacy Trail asphalt overlay project through a Davis County grant and contracted with J-U-B Engineers ("JUB") for design and construction observation services; and

WHEREAS, disputes arose regarding responsibility for project deficiencies, reimbursement denials, and related matters; and

WHEREAS, the City desires to avoid litigation expense and risk and has negotiated a settlement agreement with JUB; and

WHEREAS, the City Council finds it is in the best interests of the City to approve and authorize execution of the Settlement Agreement and Release of All Claims;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WOODS CROSS CITY, UTAH:

1. The Settlement Agreement and Release of All Claims between the City and JUB ("Agreement"), substantially in the form presented to the Council, is hereby approved.
2. The Mayor is authorized to execute the Agreement and any related documents necessary to effectuate the Agreement.
3. This Resolution becomes effective immediately upon adoption and signing of all related parties.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THI 1ST DAY OF SEPTEMBER 2026.

WOOD CROSS CITY
A MUNICIPAL ORPORATION

ATTEST:

_____
RYAN WESTERGARD MAYOR

_____
ANNETTE HANSON CITY RECORDER

Voting:

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



SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Agreement") is entered into as of the __ day of _____, 2026, by and between Woods Cross City ("City"), a Utah municipal corporation, and J-U-B Engineers, Inc. ("JUB"), a firm providing civil engineering services. The City and JUB are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City obtained a grant from Davis County to conduct a joint project to prepare and overlay the West Legacy Trail with asphalt ("Trail Project"); and

WHEREAS, the City contracted with JUB to provide project design, construction phase administration, and work observation services for the Trail Project; and

WHEREAS, the City contracted with Post Asphalt Paving ("Post") to perform construction and asphalt work associated with the Trail Project; and

WHEREAS, JUB performed design, project management, and construction observation work for the City between July 15, 2021, and December 15, 2021 ("Project Services"); and

WHEREAS, upon completion of the Trail Project, Davis County performed a final inspection pursuant to grant requirements and the Trail Project agreement; and

WHEREAS, after such inspection, Davis County denied the City reimbursement due to deficiencies that Davis County concluded resulted during the construction processes; and

WHEREAS, disputes have arisen between the City and JUB relating to performance, responsibility, costs, reimbursement, and other matters connected to the Project Services ("Claims"); and

WHEREAS, the Parties desire to settle all Claims fully and finally without litigation, expense, risk, or delay.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. **Settlement Consideration.**

   1.1. **Credit**. JUB shall provide the City a credit in the amount of Fifty-Two Thousand Dollars ($52,000.00) ("Credit") to be applied toward professional engineering services performed by JUB for the City between January 1, 2026, and June 30, 2027. The Credit may be applied by the City in its sole discretion to eligible invoices submitted by JUB.

   1.2. **Cash Payment.** J-U-B shall pay the City Twenty-Eight Thousand Dollars ($28,000.00) ("Cash Payment"). The Cash Payment shall be remitted no later than fifteen (15) days after the Effective Date by check payable to Woods Cross City or by electronic funds transfer to an account designated by the City.

   1.3. **Application of Credit.** JUB shall apply the Credit to invoices until exhausted and shall reflect the Credit on each invoice submitted to the City.

2. **Conditions Precedent to Release.** The releases set forth in Section 3 shall not take effect until 2. Conditions Precedent to Release. The releases set forth in Section 3 shall not take effect until:

   2.1 The Parties have executed this Agreement;

   2.2 The City has received the full Cash Payment described in Section 1.2; and

   2.3 No Party is then in material default of this Agreement. (a) the City receives the full Cash Payment and (b) the full Credit has been applied.

3. **Mutual Release of Claims.** Upon satisfaction of Section 2, each Party releases and forever discharges the other Party, and its officers, employees, representatives, and agents, from any and all claims, disputes, losses, demands, actions, causes of action, damages, compensation, costs, fees, expenses, contracts, covenants, obligations, debts, and liabilities, whether known or unknown, arising out of or relating to the Project Services, the West Legacy Trail Project, the Claims, or reimbursement issues with Davis County. Nothing in this Section shall release claims related to obligations expressly stated in this Agreement. This release includes the City and all its officials, officers, employees, agents, independent contractors, and all other persons acting in the City's capacity. The Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Agreement, but that it is their intention to finally and forever settle and release any and all claims they have or may have, despite the discovery or existence of any such additional or different facts, as to which the Parties expressly assume the risk, they freely and voluntarily give release as set forth above.

4. **Indemnification.** Following the releases in Section 3, JUB shall indemnify, and hold harmless the City against third-party claims asserted only to the extent caused by the negligent acts, errors, or omissions of JUB in connection with the Project Services which are

unrelated to the Claims. Nothing herein shall require JUB to indemnify the City for claims or damages caused in whole or in part by Post, Davis County, the City, or others. This indemnity survives only until expiration of the applicable statute of limitations under Utah law.

5. **No Admission of Fault or Liability.** This Agreement is a compromise of disputed matters and shall not be construed as an admission of wrongdoing by either Party.

6. **Authority; Approval and Ratification**. The City represents that execution of this Agreement will occur only after lawful approval in a public meeting consistent with the Utah Open and Public Meetings Act, Utah Code Ann. §52-4-101 et seq. JUB represents that the signatory executing this Agreement has full authority to bind JUB. Upon approval, this Agreement shall be entered into the official records of the City.

7. **Governing Law**. This Agreement shall be governed by and interpreted under the laws of the State of Utah.

8. **No Waiver of Governmental Immunity**. Nothing in this Agreement shall be construed as a waiver of defenses, protections, or limits of liability afforded to the City under the Utah Governmental Immunity Act, Utah Code Ann. §63G-7-101 et seq.

9. **Severability**. If any provision of this Agreement is found unenforceable under Utah law, the remaining provisions shall remain effective.

10. **Entire Agreement**. This Agreement contains the entire settlement agreement between the Parties relating to the Claims and supersedes prior oral and written statements.

11. **Counterparts / Electronic Signatures**. This Agreement may be executed in counterparts and via electronic signature and shall be binding as originals.

12. **Assignment / Transfer**. The City may transfer or assign the benefits it receives under this Agreement, including the Settlement Consideration of Section 1. All other Agreement covenants are non-transferrable/-assignable.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first written above.

WOODS CROSS CITY

_____
Ryan Westergard, Mayor

Date: _____

ATTEST:

_____
Annette Hanson, Recorder

Date: _____

J-U-B ENGINEERS

By: _____

Name: TIMOTHY J. HAENER

Title: CHAIRMAN / RISK MANAGER

Date: 8/21/26

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: September 1, 2026

Re: Recommendation to Change the Title of City Administrator to City Manager

---

I recommend that the City Council amend Chapter 3-01 of the Woods Cross Municipal Code to change the title **City Administrator** to **City Manager**.

The primary reason is straightforward: our existing City Code already establishes the position as the **office of City Manager**. Section 3-01-080(a) states that *"the office of City Manager has been heretofore created and established and shall continue in force and effect,"* but then provides that the position will be referred to throughout the Code as the *"City Administrator."*

The title **City Manager** also more accurately describes the responsibilities already assigned to the position. Those duties include managing day-to-day City operations, supervising department heads, overseeing personnel, serving as budget officer and purchasing agent, implementing Council policy, recommending plans and programs, and exercising managerial control over City operations.

The change would also align our terminology with current Utah municipal law, which recognizes the position of **manager** and allows a municipal council to delegate executive and administrative responsibilities to that position.

Importantly, this recommendation is a **change in title only**. It would not change Woods Cross City's form of government or increase or decrease the authority of the Mayor, City Council, or City Administrator/Manager. It would not change appointment or removal authority, reporting relationships, compensation, or employment terms.

During the review of Chapter 3-01, several older provisions were also identified that may warrant future review by the City Attorney for consistency with current Utah law. I recommend addressing those separately so that this ordinance remains limited to the title change and does not inadvertently modify existing authority.

For these reasons, I recommend changing the title from **City Administrator to City Manager**. The change more accurately describes the position, aligns with current municipal terminology, and, most importantly, reflects the title of the office that the Woods Cross Municipal Code already establishes.

THE CITY OF WOODS CROSS, UTAH

ORDINANCE NO. 643

AN ORDINANCE OF WOODS CROSS CITY, UTAH, AMENDING CHAPTER 3-01 OF THE WOODS CROSS MUNICIPAL CODE TO CHANGE THE TITLE "CITY ADMINISTRATOR" TO "CITY MANAGER"

WHEREAS, the Woods Cross City Council is authorized under Utah law to provide by ordinance for the administration and organization of the City government and to delegate executive and administrative functions as permitted by law; and

WHEREAS, Woods Cross Municipal Code Section 3-01-080(a) expressly provides that the office of **City Manager** has previously been created and established and continues as an appointed office of Woods Cross City; and

WHEREAS, Section 3-01-080(a) further provides that the City Manager has historically been designated as and referred to in the Woods Cross Municipal Code as the **"City Administrator"**; and

WHEREAS, the powers and duties presently assigned to the position include administration of the day-to-day operations of the City, supervision of department heads, personnel administration, purchasing, budget preparation and administration, implementation of City Council policy, development of plans and programs, and managerial control over City operations; and

WHEREAS, Utah Code Section 10-3b-303 recognizes and uses the title **"manager"** for a municipal officer appointed to perform executive and administrative duties and functions delegated by a municipal council; and

WHEREAS, Utah Code Section 10-3-818 likewise recognizes both a city manager and a chief administrative officer as executive municipal officers; and

WHEREAS, the City Council finds that the title **City Manager** more accurately and clearly describes the existing office and responsibilities established under Chapter 3-01 and is consistent with terminology used in current Utah municipal law; and

WHEREAS, the City Council specifically intends that this ordinance make a change in title and terminology only and not alter Woods Cross City's form of government or enlarge, diminish, transfer, revoke, or otherwise modify any power, duty, responsibility, reporting relationship, appointment authority, removal authority, or delegation of authority presently established by law or ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WOODS CROSS CITY, UTAH:

Section 1. Amendment of Section 3-01-010 — Appointed Offices

Section 3-01-010 of the Woods Cross Municipal Code is amended by replacing the term **"City Administrator"** with **"City Manager."**

As amended, the relevant portion shall read:

The City Council may create any appointed office deemed necessary for the government of the City and shall prescribe the powers and duties to be performed by appointed officials, including, but not limited to, the City Manager, the City Recorder, the City Treasurer, the City Attorney, the City Engineer, the City Police Chief, the City Justice Court Judge and Department Heads.

Section 2. Amendment of Section 3-01-080 — City Manager

The heading of Section 3-01-080 is amended from **"City Administrator"** to **"City Manager."**

Subsection 3-01-080(a) is amended to read:

(a) Office Created. The office of City Manager has been heretofore created and established and shall continue in force and effect as an appointed office of the City. The holder of such office shall be designated as and referred to in this Code as the **"City Manager."**

Section 3. Conforming Terminology Within Chapter 3-01

Except as otherwise expressly provided by ordinance, each reference to **"City Administrator"** or **"Administrator"**, when referring to the office established under Section 3-01-080, within Chapter 3-01 of the Woods Cross Municipal Code is hereby amended to read **"City Manager"** or **"Manager,"** respectively.

The City Recorder is authorized, as part of codification of this ordinance, to make the corresponding terminology substitutions within Chapter 3-01, provided that no substantive wording, authority, duty, responsibility, or reporting relationship is otherwise changed.

Section 4. No Change in Governmental Authority or Form of Government

The amendments enacted by this ordinance are intended solely to change the title and terminology used to identify the municipal office currently referred to as the City Administrator.

Nothing in this ordinance shall be construed to:

(a) change the form of municipal government under which Woods Cross City operates;

(b) expand, restrict, transfer, revoke, or otherwise modify any legislative, executive, administrative, judicial, ceremonial, or other authority of the Mayor or City Council;

(c) expand, restrict, transfer, revoke, or otherwise modify any power, duty, responsibility, or authority presently assigned to the City Administrator, hereafter referred to as the City Manager;

(d) alter any existing reporting or supervisory relationship;

(e) alter the manner of appointment, employment, discipline, dismissal, or removal of any municipal officer or employee;

(f) amend any existing employment agreement, compensation arrangement, term or condition of employment; or

(g) constitute a change in office or create a vacancy in the office presently occupied by the City Administrator.

The individual occupying the office of City Administrator immediately before the effective date of this ordinance shall continue without interruption as the City Manager, subject to the same terms, conditions, powers, duties, responsibilities, and lawful authority applicable immediately before the effective date of this ordinance.

Section 5. Other References

The City Recorder and City Attorney are directed to identify references to the **City Administrator** elsewhere in the Woods Cross Municipal Code, resolutions, policies, forms, job descriptions, contracts, and other City documents.

References that are purely titular may thereafter be updated to **City Manager** as legally appropriate. Any provision for which a terminology change could affect substantive authority, appointment, supervision, employment rights, or another legal interest shall be presented to the City Council for separate consideration before amendment.

Section 6. No Implied Amendment of Other Provisions

Except for the terminology amendments expressly enacted herein, no substantive provision of Chapter 3-01 is amended by this ordinance.

The City Council expressly reserves consideration of any future amendments that may be advisable to conform Chapter 3-01 with subsequent amendments to Utah law.

Section 7. Severability

If any section, subsection, sentence, clause, or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remaining portions of this ordinance shall remain in full force and effect.

Section 8. Conflicting Provisions

All ordinances or portions of ordinances in conflict with the specific amendments enacted by this ordinance are hereby amended or superseded only to the extent of such conflict.

Section 9. Effective Date

This ordinance shall become effective upon publication, posting, or other action required by applicable Utah law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, UTAH, ON THIS 1ST DAY OF SEPTEMBER 2026.

WOODS CROSS CITY **ATTEST:**

By: _____ _____

Ryan Westergard, Mayor Annette Hanson, City Recorder

COUNCIL VOTING:

Julie Checketts	**Yea____**	**Nay___**	
Eric Jones	**Yea____**	**Nay___**	
Wallace Larrabee	**Yea____**	**Nay___**	
Jim Grover	**Yea____**	**Nay___**	
Rachel Peterson	**Yea____**	**Nay___**	
Ryan Westergard	**Yea____**	**Nay___**	**[tie vote only]**



CHAPTER 3-01: APPOINTED OFFICES

3-01-010. Appointed Offices.
3-01-020. Appointment and Vacancies.
3-01-030. Oath of Office.
3-01-040. Bond.
3-01-050. Salaries.
3-01-060. Transfer of Records.
3-01-070. Conflicts of Interest.
3-01-080. City Manager ~~Administrator~~.
3-01-090. City Recorder.
3-01-100. City Treasurer.
3-01-110. City Attorney.
3-01-120. City Engineer.
3-01-130. City Chief of Police.
3-01-140. City Justice Court Judge.

3-01-010. Appointed Offices.

The City Council may create any appointed office deemed necessary for the government of the City and shall prescribe the powers and duties to be performed by appointed officials, including, but not limited to, the City **Manager** ~~Administrator~~, the City Recorder, the City Treasurer, the City Attorney, the City Engineer, the City Police Chief, the City Justice Court Judge and Department Heads.

3-01-020. Appointment and Vacancies.

The Mayor, with the advice and consent of the City Council, may appoint and fill vacancies in all appointed offices provided for by law or ordinance. Unless sooner removed by the Mayor, with the advice and consent of the City Council, all appointed officers shall continue in office until their successors are appointed and qualified. Unless otherwise provided by law, appointed officers shall serve at the pleasure of the City Council and may be removed with or without cause by a majority vote of the City Council.

3-01-030. Oath of Office.

(a) Required. Before entering on their respective duties, all appointed officers of the City shall take the constitutional oath of office as set forth in Article IV, Section 10 of the Utah Constitution.

(a) Administered. The oath of office shall be administered by the City Recorder or any judge, justice court judge, or notary public.

(b) Filed. All oaths of office shall be filed with the City Recorder, except that of the City Recorder, which shall be filed with the City Treasurer.

(c) Failure to Comply. No official act of any officer shall be invalid for the reason that he or she failed to take the oath of office.

3-01-040. Bond.

(a) Required. Before commencing the duties of office, the City Recorder and City Treasurer shall execute a bond with good and sufficient sureties payable to the City or shall be included within public employee blanket bonds conditioned for the faithful performance of the duties of his or her office

and the payment of all monies received by such officer according to the law and the ordinances of the City in the applicable amount set forth by the State Money Management Council.

(a) Limitation on Treasurer's Bond. The City Treasurer's bond may not be set at an amount less than that established by the State Money Management Council pursuant to *Utah Code Ann.* 51-7-15, as amended.

(b) Filed. All bonds shall be filed with the City Recorder, except the City Recorder's bond, which shall be filed with the City Treasurer.

(c) Premium Charge. The premium charge by a corporate surety for any official bond shall be paid by the City.

(b) Additional Bonds. The City Council may at any time require further and additional bonds of any or all appointed officers of the City by resolution or ordinance.

3-01-050. Salaries.

(a) Salary. Appointed officers shall receive such compensation for their services as the City Council may fix or amend by ordinance in accordance with notice and hearing requirements set forth in *Utah Code Ann*. 10-3-818, as amended.

(b) Monthly Compensation. Unless otherwise provided by ordinance, the compensation of municipal officers shall be paid at least monthly.

3-01-060. Transfer of Records.

Every officer of the City, upon expiration of his or her term for any cause whatsoever, shall deliver to his or her successor all books and records which may be the property of the City immediately after notification and/or request to do so.

3-01-070. Conflicts of Interest.

All appointed officers of the City shall disclose conflicts of interest and otherwise adhere to provisions of the Utah Officers' and Employees' Ethics Act, set forth at *Utah Code Ann.* 10-3-1301, *et seq.*, as amended, hereby adopted by reference as if fully set forth herein.

3-01-080. City Manager ~~Administrator~~.

(a) Office Created. The office of City Manager has been heretofore created and established and shall continue in force and effect as an appointed office of the City. The City Manager shall be designated as and is referred to in this Code as the "City **Manager** ~~Administrator~~."

(b) Office. The City **Manager** ~~Administrator~~ shall maintain an office in City Hall and shall spend such time in the performance of his or her duties as is necessary or as may be required from time to time by the City Council, but not less than forty (40) hours per week.

(c) Term of Office. The City **Manager** ~~Administrator~~ shall serve at the pleasure of the City Council and may be terminated at any time with or without cause.

(d) Resignation. Before voluntarily resigning from the position of City **Manager** ~~Administrator~~, the City **Manager** ~~Administrator~~ shall give the City Council at least thirty (30) days notice in writing of his or her intent to resign.

(e) Other Employment. The City **Manager** ~~Administrator~~ shall not accept any outside employment in addition to employment by the City without prior annual written approval of the City Council.

(f) Powers of Mayor Not Delegated. The legislative and judicial powers of the Mayor, his or her position as chairman of the City Council, and any ex officio position he or she may hold, shall not be delegated to the City **Manager** ~~Administrator~~.

(g) Duties. The City **Manager** ~~Administrator~~ shall at all times be under the control and supervision of the City Council, and shall administer the day-to-day operations of the City and its services according to the policies and programs established by the City Council. The following duties and the authority to perform them are hereby delegated to the City **Manager** ~~Administrator~~.

(1) Appoint and Remove Employees. Unless otherwise delegated to the Mayor, the City **Manager** ~~Administrator~~ shall have the authority to appoint, employ and remove employees as provided herein. The City **Manager** ~~Administrator~~ shall also be responsible for reviewing the status and performance of any personnel being considered for discharge, transfer, or demotion from appointment or employment with the City.

(2) Supervise Department Heads. The City **Manager** ~~Administrator~~ shall provide direct supervision of and have direct responsibility over the offices of City Recorder, City Treasurer, and other Department Heads.

(3) Personnel Director. The City **Manager** ~~Administrator~~ shall be the personnel director, and as such shall be responsible for implementing and enforcing the personnel policies and procedures of the City.

(1) Inventory Property. The City **Manager** ~~Administrator~~ shall keep or cause to be kept a current inventory showing all real and personal property of the City and its location. The City **Manager** ~~Administrator~~ shall be responsible for the care and custody of all such property, including equipment, buildings, parks and all other City property which is not by law assigned to some other officer or body for care and control.

(4) Purchasing and Claims. The City **Manager** ~~Administrator~~ shall act as purchasing agent for the City, and as such shall implement and enforce all provisions of the ordinances of the City relating to purchasing.

(5) Council Meetings. The City **Manager** ~~Administrator~~ shall attend meetings of the City Council and may take part in the discussion and recommend to the City Council adoption of such measures as the City **Manager** ~~Administrator~~ may deem necessary or expedient.

(2) Budget Officer. The City **Manager** ~~Administrator~~ shall act as the budget officer for the City and shall perform or cause to be performed all of the duties of such office as set forth in the Utah Uniform Municipal Fiscal Procedures Act. The City **Manager** ~~Administrator~~ shall also ensure that all executive procedures and activities of the City are in compliance with such Act.

(3) Review Contracts. The City **Manager** ~~Administrator~~ shall review and make recommendations to the City Council concerning all proposed contracts to which the City may be a party, and shall see that the terms of any contract to which the City is a party are fully performed by all parties thereto.

(4) Propose Plans and Programs. The City **Manager** ~~Administrator~~ shall propose plans and programs concerning the development, operation and needs of the City and submit such plans to the City Council to be approved and developed as policy.

(5) Implement Policy. The City **Manager** ~~Administrator~~ shall implement all policy changes and directives of the Mayor and the City Council through regularly scheduled staff meetings.

(6) Management Controls. The City **Manager** ~~Administrator~~ shall set performance standards and exercise managerial control to ensure that the City government is functioning in the most efficient and effective manner.

(7) Organization. The City **Manager** ~~Administrator~~ shall recommend creation and organization of all necessary departments, divisions, bureaus and offices necessary for the government of the City to the City Council for its approval prior to implementation.

(8) Records. The City **Manager** ~~Administrator~~ shall examine the books, records, and official papers of the City's departments and offices.

(9) Additional Duties. The City **Manager** ~~Administrator~~ shall have such other powers and shall perform such other duties and obligations as may be required of him or her by State law or by ordinance, resolution, or policy of the City Council.

3-01-090. City Recorder.

(a) Appointment. On or before the first Monday in February following a municipal election, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to the office of City Recorder.

(b) Office. The City Recorder shall occupy an office in the City offices or at some other place convenient thereto as the City Council may direct.

(c) City Auditor. The City may engage the services of an independent auditor to perform audit services for the City from time to time, however, if no such independent auditor is engaged, the City Recorder shall be ex officio City Auditor, and shall perform the duties of such office.

(d) Corporate Seal. The City Recorder shall keep the Corporate Seal. When certified by the City Recorder under the Corporate Seal, copies of all papers filed in the City Recorder's office and transcripts from all records of the City Council shall be admissible in all courts as originals.

(e) Meetings of City Council. The City Recorder, or his or her designee, shall attend meetings and keep the record of the proceedings of the City Council.

(f) Actions of City Council. The City Recorder shall record all ordinances, resolutions, and regulations passed by the City Council.

(g) Contracts. The City Recorder shall countersign all contracts made on behalf of the City or to which the City is a party and shall maintain a properly indexed record of all such contracts.

(h) Accounting. The City Recorder shall maintain the general books for each fund of the City and shall keep accounts with all receiving and disbursing officers of the City including all subsidiary records relating thereto.

(a) Bonds. The City Recorder shall maintain a list of all outstanding bonds of the City, including their purpose, amount, terms, date and place payable.

(b) Claims. The City Recorder shall pre-audit all claims and demands against the City before they are allowed.

(i) Payments. The City Recorder shall prepare and certify the necessary checks in payment pursuant to *Utah Code Ann*. 10-6-139, as amended.

(j) Warrants. In the event the City is without funds on deposit in one of its appropriate bank accounts with which to pay any lawfully approved claim, the City Recorder shall draw and sign a warrant upon the City Treasurer for the payment of the claim and tender the warrant to the payee named thereon.

(k) Elections and Appointments. The City Recorder shall manage all municipal election procedures and requirements as provided in the *Utah Code Annotated*, as amended, and shall keep a record of all persons elected or appointed to any office within the City, including the date of appointment or election, term of office, date of death, resignation, or removal, and name of person appointed to fill any vacancy.

(l) Records of the City. The City Recorder shall keep all of the books, records, accounts and documents of the City at the Recorder's Office. Such records shall be open for public inspection pursuant to the provisions of the Utah Government Records Access and Management Act.

(m) Limitations. The City Recorder shall not serve as the City Treasurer.

(n) Additional Duties. The City Recorder shall perform such other and further duties as the City Council may provide by ordinance, resolution, regulation or directive.

3-01-100. City Treasurer.

(a) Appointment. On or before the first Monday in February following a municipal election, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to the office of City Treasurer.

(b) Custodian. The City Treasurer shall be the custodian of all money, bonds, or other securities belonging to the City.

(a) Collections. The City Treasurer shall collect and receive all monies payable to the City, including taxes, assessments, licenses, fines, forfeitures, service charges, fees and other revenues of the City. The City Treasurer shall keep an accurate account of all monies received hereunder and shall promptly deposit all such monies in the appropriate bank accounts of the City.

(c) Receipts. The City Treasurer shall give or cause to be given to every person paying money to the City Treasury, a receipt or other evidence of payment therefor, specifying the date of payment and the account paid. The City Treasurer shall file the duplicate of such receipt, a summary report, or other evidence of payment in the office of the City Recorder.

(d) Checks. The City Treasurer, or other designated person, shall sign all checks prepared by the City Recorder and shall, prior to affixing said signature, determine or cause to be determined that sufficient funds are on deposit in the appropriate bank account of the City to honor such check.

(e) Warrants. The City Treasurer shall pay all warrants in the order in which presented and as money becomes available for payment thereof in the appropriate funds of the City. The City Treasurer shall note upon the back of each warrant presented the date of presentation and the date of payment.

(b) Special Assessments. All monies received by the City Treasurer on any special assessment shall be applied to the payment of the improvement for which the assessment was made.

(c) Accounting. The City Treasurer shall keep an accurate and detailed accounting of all transactions, receipts, collections, disbursements and other matters within the Treasurer's charge as provided by State law or as the City may by ordinance or resolution direct.

(f) Limitations. The City Treasurer shall not serve as the City Recorder.

(g) Additional Duties. The City Treasurer shall perform such other and further duties as the City Council may provide by ordinance, resolution, regulation or directive.

3-01-110. City Attorney.

(a) Appointment. The City Council may contract with, retain, or appoint an attorney licensed to practice law in the State of Utah to the office of City Attorney to provide such legal assistance to the City as may be necessary. The City Attorney shall act as legal advisor to the City in all matters pertaining to contracts with or by the City or questions of legality arising out of any law, ordinance or otherwise, and shall advise all City officers in relation to their official duties.

(a) Criminal Prosecutor. The City may make a separate contract with an attorney or attorneys for the performance of criminal prosecutorial legal services.

3-01-120. City Engineer.

(a) Appointment. The City Council may contract with, retain, or appoint an engineer licensed to practice engineering in the State of Utah to the office of City Engineer. Any person appointed or retained as City Engineer shall be a registered professional engineer under Title 58, Chapter 22 of the *Utah Code Annotated*, as amended.

(a) Records. The City and/or the City Engineer shall maintain all maps, plans, plats, profiles, drawings, final estimates, specifications and contracts which in any way relate to the public improvements and engineering affairs of the City and the holder of such records shall ensure public accessibility to the same as required by law.

(b) Recording. The City Engineer shall record and file all drawings and documents pertaining to public lands and improvements of the City, and shall maintain such records and files in good condition allowing no alteration, mutilation or changes to be made. The recording or filing of any drawing or instrument with the City shall not conflict in any way with the recording or filing of the same in other offices of record.

(c) Fees. The City Engineer shall not record any drawings or instruments, file any papers or notices, furnish any copies, or render any service connected with his or her official duties, until the required fees for the same are paid or tendered.

(d) Seal. The City Engineer shall have a seal for his or her use, which seal shall be affixed to every certification approval.

(e) Additional Duties. The City Engineer shall perform such other and further duties as the City Council may provide by ordinance, resolution, regulation or directive.

3-01-130. City Chief of Police.

(a) Appointment. The Mayor shall, with the advice and consent of the City Council, appoint a qualified person to the office of City Chief of Police.

(b) Supervised by **Manager** ~~Administrator~~. The Chief of Police shall be under the direction, control and supervision of the City **Manager** ~~Administrator~~, as delegated from the Mayor, and shall exercise and perform such duties as may be prescribed by the City Council.

(c) Duties. The Chief of Police shall have the same authority and responsibilities as sheriffs and constables of Davis County, Utah, as provided by law, and shall:

(1) suppress riots, disturbances, and breaches of the peace;

(2) apprehend all persons violating State laws or City ordinances;

(1) diligently discharge his or her duties and enforce all ordinances of the City to preserve the peace, good order, and protection of the rights and property of all persons;

(2) attend the municipal Justice Court of the City when required, provide security for such Court, and obey its orders and directions; and

(3) perform such other and further duties as the City Council may provide by ordinance, resolution, regulation or directive.

3-01-140. City Justice Court Judge.

The office of City Justice Court Judge is hereby created, who shall act as the Justice Court Judge of the Woods Cross City Justice Court. The Justice Court Judge shall be appointed and shall have such powers and duties as set forth in Title 4 of this Code and as otherwise designated or assigned to him or her by the City Council.

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: September 1, 2026

Re: Public Defender Contract Amendment No 1

Mr. Doug Stowell with Stowell Crayk, PLLC, has requested consideration to approve the revised fee structure to be directly tied to the number and type of cases assigned. The amendment also separately recognizes the additional work required for appeals and trials.

Stowell Crayk, PLLC currently provides public defender services for the Woods Cross City Justice Court. The proposed amendment replaces Section 3 in its entirety with a case-based structure: $200 for each case assigned, $200 for each appeal to Second District Court, and additional trial compensation of up to $180 for a bench trial or $360 for a jury trial. Preapproved investigator, testing, and expert costs would remain separately reimbursable.

The current public defender case load fluctuates between 4 - 8 cases per month in the Woods Cross Court. When asked if he would consider a cap on the monthly fee, Mr. Stowell explained that he *"would respectfully decline. It doesn't follow the concepts set forth by the Indigent Defense Commission to completely cap legal fees on a monthly basis and frankly, our firm shouldn't have negotiated a cap in the first place. Second, we do not want to operate at a loss as we have with the City for an extended time."*

Court Administrator, Cyndi Coomer-Smith shared the city is compensated roughly 50% of these expenses when order by the Judge.

RESOLUTION 2026- 1014

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PUBLIC DEFENDER LEGAL SERVICES AGREEMENT WITH STOWELL CRAYK, PLLC

WHEREAS, Woods Cross City (the "City") and Stowell Crayk, PLLC ("Contractor") entered into a Public Defender Legal Services Agreement executed on or about October 17, 2023, and effective November 1, 2023 (the "Agreement"), for the representation of indigent defendants in the Woods Cross City Justice Court;

WHEREAS, the City has determined that continued public defender services are necessary to fulfill the City's obligations under the Utah Indigent Defense Act and other applicable law;

WHEREAS, the City and Contractor desire to amend Section 3 of the Agreement to establish revised compensation for assigned cases, appeals, bench trials, jury trials, and approved case-related outside costs; and

WHEREAS, the City Council has reviewed Amendment No. 1 and finds that its approval, subject to final legal and administrative review, is in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WOODS CROSS CITY, UTAH:

Section 1. Amendment No. 1 to the Public Defender Legal Services Agreement with Stowell Crayk, PLLC is hereby approved in substantially the form presented to the City Council and incorporated by this reference.

Section 2. No revision may materially increase the City's financial obligation beyond the compensation structure approved by the City Council without further Council approval.

Section 3. The Mayor is authorized to execute the final approved Amendment No. 1 on behalf of the City, and the City Recorder is authorized to attest, countersign, record, and maintain the amendment with the City's official records.

Section 4. Except as expressly modified by Amendment No. 1, all provisions of the Agreement shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 1ST DAY OF SEPTEMBER, 2026.

WOODS CROSS CITY
A MUNICIPAL CORPORATION

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

Voting:

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

AMENDMENT NO. 1 TO PUBLIC DEFENDER LEGAL SERVICES AGREEMENT

The parties, **Woods Cross City ("the City")** and **Stowell Crayk, PLLC ("Contractor"), collectively ("the Parties")**, agree to the replacement of **Section 3. Compensation** of the contract between the parties titled **"Agreement – Public Defender Services for Woods Cross City"** (executed October 17, 2023 and made effective November 1, 2023) **("Agreement")**, and which is hereinafter called **Amendment No. 1 to Public Defender Legal Services Agreement**.

Section 3 will be replaced in its entirety as follows:

Section 3. Compensation. The City agrees to pay Contractor for legal services provided in accordance with the terms of the Agreement as follows:

1. $200.00 per case assigned to Contractor by the Justice Court;
2. $200.00 per case appealed from Justice Court to Second District Court;
3. For any case in either Justice Court or District Court which ends up going to trial:
    a. $90.00 per hour for a bench trial, up to a two-hour maximum;
    b. $90.00 per hour for a jury trial, up to a four-hour maximum.

The foregoing compensation shall be deemed to include Contractor's internal overhead office costs, support staff services, and any other expenses incurred by Contractor in the performance of such legal services which are not subject to reimbursement under the Utah Indigent Defense Act, *as amended*. While it is not anticipated that justice court matters would require investigators or experts, on rare occasions this may occur. The City agrees to pay these extra costs for testing, investigators and possible experts on particular cases. Contractor agrees to provide an estimate in advance and obtain approval from the City for these services before incurring any such costs.

Contractor shall provide the City a monthly invoice listing the names of each defendant represented before the court that month. The City shall pay the invoice within thirty (30) days of receipt. The City shall have no obligation to pay Contractor for any services in excess if those requested by the City or required to be performed in order to comply with the Utah Indigent Defense Act, *as amended*. Beginning in the year 2026, at any time within the thirty (30) days prior to March 31st of even numbered years, Contractor may petition the City for an increase in the compensation identified herein. Any negotiated increase in the compensation will be approved through adoption of an amendment to this Agreement. Any additional legal services necessitated by an appeal to District Court from the Justice Court will be paid in accordance with this amendment.

END OF AMENDMENT

Any other provisions of the original Public Defender Services Agreement for Woods Cross City not modified herein shall remain in full force and effect.

The parties signing this Amendment No. 1 to Public Defender Services Agreement for Woods Cross City:

WOODS CROSS CITY

By_____

Title_____

ATTEST AND COUNTERSIGN:

_____ _____
City Recorder Recordation Date

STOWELL CRAYK, PLLC

By_____

Title_____

ACKNOWLEDGEMENT

State of_____)
:ss
County of_____)

The foregoing Amendment No. 1 was acknowledged before me on this ____ day of _____, 2026, by _____, the _____ of STOWELL CRAYK, PLLC, a Utah Professional Limited Liability Company.

_____
NOTARY PUBLIC, residing in

_____ County

My Commission Expires:_____

AGREEMENT

PUBLIC DEFENDER LEGAL SERVICES

FOR WOODS CROSS CITY

THIS AGREEMENT is made and entered into as of the 1st day of November 2023, by and between **WOODS CROSS CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **STOWELL CRAYK, PLLC**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, the City is obligated to provide for the defense of indigent persons in criminal cases in the City Justice Court in accordance with and subject to the terms and conditions of the Utah Indigent Defense Act as set forth in *Utah Code Ann.* §§ 77-32-101, *et seq.*; and

WHEREAS, in accordance with its obligations under the Utah Indigent Defense Act, the City desires to contract with and retain the services of Contractor to provide legal defense for indigent defendants appearing within the City Justice Court; and

WHEREAS, Contractor is duly licensed to practice law in the State of Utah and is qualified by education and experience to provide legal services for indigent defendants as more particularly provided herein and to undertake all duties required by law in connection therewith; and

WHEREAS, the parties desire to reduce their understanding and agreement regarding the provision of public defender legal services to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Public Defender Legal Services. Contractor hereby agrees to provide public defender legal services for the City as necessary in connection with the performance of the City Justice Court. Contactor to be available one Tuesday each month (which Tuesday, to be determined) beginning at 9:00 a.m. Contractor acknowledges that he is duly licensed and currently authorized to practice law in the State of Utah and that he is qualified by education and experience to provide legal services for indigent defendants as contracted herein. Contractor agrees to perform such duties and to provide legal defense to indigent defendants in a professional manner and in accordance with applicable ethical and legal standards for the practice of law in the State of Utah.

Section 2. Indigent Defense Act. The parties expressly agree that this Agreement is intended to comply with and fulfill the City's obligations for the provision of legal defense for indigent defendants under the Utah Indigent Defense Act, as amended. Contractor agrees to perform all duties required for the provision of legal services hereunder in accordance with the terms, conditions and provisions of the Utah Indigent Defense Act, as amended, including, but not limited to the provisions of Section 77-32-304 regarding duties of assigned counsel. The parties expressly acknowledge that this

Agreement with Contractor is nonexclusive and the City reserves the right to contract with additional attorneys, firms or legal associations as necessary to provide sufficient resources for the provision of legal defense services for the City Justice Court.

Section 3. Compensation. The City agrees to pay Contractor for the legal services provided in accordance with the terms of this Agreement an hourly rate of $125.00 per hour, not to exceed $750.00 per month. This hourly rate shall be deemed to include Contractor's internal overhead office costs, support staff services, and any other expenses incurred by Contractor in the performance of such legal services which are not subject to reimbursement under the Utah Indigent Defense Act, as amended. While it is not anticipated that justice court matters would require investigators or experts, on rare occasions this may occur. The City agrees to pay for extra costs for testing, investigators and possible experts on particular cases. Contractor would provide an estimate in advance for these services and seek approval for the costs in advance of incurring any such costs.

Contractor shall provide the City a monthly invoice listing the names of each defendant represented before the court that month with the time spent with each defendant. The City shall pay the invoice within thirty (30) days from receipt. The City shall have no obligation to pay Contractor for any services in excess of those requested by the City or required to be performed to comply with the Utah Indigent Defense Act, as amended. On or any time 30 days prior to March 31st of each even numbered year beginning with 2024 Contractor may petition the City for an increase in the hourly rate based on justified increase in costs. Any negotiated increase in the hourly rate will be approved through adoption of an amendment to this agreement. Any additional legal services necessitated by an appeal to District Court from the City Justice Court will be paid the same rate of $125.00 per hour.

Section 4. Insurance. Contractor shall provide and maintain during the term of this Agreement, at Contractor's sole cost and expense, sufficient insurance coverage for the performance of his duties hereunder, including, but not limited to, comprehensive general liability, automobile liability, worker's compensation, and professional liability insurance coverage.

Section 5. Assignment. The parties expressly agree that the services required of Contractor under this Agreement are deemed to be specific and shall not be subcontracted to any other person, firm or entity and no rights in this Agreement shall be assigned not any duty delegated by Contractor, except as otherwise provided in writing by the City.

Section 6. Termination. This Agreement may be terminated by either party upon written notice. In the event such termination is without cause, the party terminating the Agreement shall give the other party thirty (30) days written notice of termination.

Section 7. Notices. Any notice required or desired to be given hereunder shall be deemed sufficient if delivered personally or sent by certified mail, postage pre-paid, return receipt requested, addressed to the respective parties as follows:

To the City:
Woods Cross City
Attn: City Administrator
1555 South 800 West
Woods Cross, Utah 84087

To Contractor:
Stowell Crayk, PLLC
2225 South State Street
Salt Lake City, Utah 84115

Section 8. Waiver. Waiver of any of the provisions of this Agreement shall not operate as a waiver of any other provision, regardless of any similarity that may exist between such provision, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

Section 9. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity or enforceability of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

Section 10. Entire Agreement. This Agreement contains the entire and integrated agreement of the parties as of this date and no prior or contemporaneous promises, representations, warranties, inducements or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

Section 11. Attorney's Fees. The parties agree that should they default in any of the terms and conditions of this Agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

Section 12. Independent Contractor. Contractor shall perform all services contemplated herein as an independent contractor, and nothing in this Agreement is intended to create a relationship of employer/employee, joint venture, or partnership, between the parties. Contractor shall be solely responsible for all federal and state income taxes attributable to the monies payable to Contractor for the services.

Section 13. Amendment. This Agreement may be amended only in writing, signed by parties hereto.

[SIGNATURE PAGE TO FOLLOW]

The parties are signing this Agreement as of the date stated in the introductory clause.

WOODS CROSS CITY

By _____
Ryan Westergard
Title Mayor

ATTEST AND COUNTERSIGN:

Annette Hansen
City Recorder

Oct 17, 2023
Recordation Date

WOODS CROSS CITY CORPORATE SEAL DAVIS COUNTY, UTAH

STOWELL CRAYK, PLLC

By _____
Title Partner

ACKNOWLEDGMENT

State of Utah)
:ss
County of SLC)

The foregoing Agreement was acknowledged before me this 12th day of October, 2023, by Douglas Stowell, the Partner of STOWELL CRAYK, PLLC, a Utah Professional Limited Liability Company.

(Name of person signing Agreement)

(Title of person signing Agreement)

NOTARY PUBLIC FATIMA D GARCIA 714568 MY COMMISSION EXPIRES OCTOBER 07, 2024 STATE OF UTAH

_____
NOTARY PUBLIC, residing in

SLC County

My Commission Expires: October 7, 2024

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: August 27, 2026

Re: Letter of Support To Davis County Commission on 0.20% "5th of the 5th" Local Option Sales and Use Tax

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Mayor Westergard attended a meeting with Davis County Mayors and the County Commission in July to discuss the Local Option Sales tax that must be adopted by the County Commission.

The Mayor would like to discuss this opportunity for council authorization to submit a letter of support to the Davis County Commission, asking them to adopt the 0.20% "5th of the 5th" Local Option Sales and Use Tax.

Please be aware that the attached draft was partially generated by AI and needs to be vetted by me for accuracy prior to the meeting.

Woods Cross City
1555 South 800 West
Woods Cross, UT 84087

August 27, 2026

Davis County Commission
61 S. Main St.
Farmington, UT 84025

RE: Adoption of the 0.20% “5th of the 5th” Local Option Sales and Use Tax

Dear Commissioners:

The Woods Cross City Council respectfully urges the Davis County Commission to adopt the 0.20% “5th of the 5th” local option sales and use tax authorized by Utah Code Section 59-12-2220. This dedicated revenue source would help Davis County and its cities keep pace with growing transportation, transit, and public-safety demands while sharing a portion of those costs with the visitors and commuters who use our roads, services, and regional amenities.

The available revenue is substantial. Based on calendar year 2025 taxable sales reported by the Utah State Tax Commission, the Wasatch Front Regional Council estimates that the tax would generate approximately $15.98 million annually in Davis County. Under the current Davis County distribution, approximately $4.0 million would be distributed to cities and the unincorporated county for transportation, approximately $4.0 million would go to Davis County for transportation and/or public safety, and approximately $8.0 million would support transit purposes. Woods Cross City’s estimated annual transportation distribution is approximately $201,000.

These funds would be accountable and additive. The municipal share is distributed through the established formula of 50% population and 50% point of sale, and state law prohibits the revenue from supplanting existing general-fund appropriations budgeted for transportation or public transit. The tax therefore provides new capacity for road preservation, safety improvements, multimodal connections, and other eligible transportation investments rather than merely replacing current local commitments.

The tax also reflects a fairer way to finance regional services. Davis County residents already pay comparable local-option taxes when they shop or visit other counties. At the same time, Davis County attracts large numbers of shoppers, workers, and visitors who rely on our

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transportation network and public-safety services. A sales-and-use-tax approach allows nonresidents to help support the infrastructure and services they use, reducing the degree to which those costs fall solely on Davis County property owners and residents.

Timely adoption would give the Commission near-term flexibility. Under the current distribution described by WFRC, the 0.10% transit portion may be used through September 30, 2029, for a purpose determined by the County legislative body. Beginning October 1, 2029, that portion is divided between county-directed transit capital and service-delivery expenses and the state commuter-rail subaccount for projects in Davis County. This creates an important window to address immediate county priorities while also providing a long-term investment in transit and commuter-rail capacity serving Davis County.

For these reasons, we encourage the Davis County Commission to adopt the “5th of the 5th” tax directly and without unnecessary delay. The Legislature has expressly authorized county legislative bodies to impose the tax and does not require an opinion question. Prompt action would retain more locally generated revenue for Davis County needs, strengthen the partnership between the County and its municipalities, and provide a sustainable, dedicated resource for essential infrastructure and public safety.

Thank you for considering this request and for your continued collaboration with Woods Cross City and the other communities of Davis County.

Respectfully,

Mayor Ryan Westergard
Woods Cross City

DRAFT

Action Items

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

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

Memorandum

DATE: August 25, 2026

TO: Mayor and City Council

FROM: Tara Kinser, Parks Manager

SUBJECT: Discussion and possible Resolution to Approve the Funding and Purchase of a Stand-on Aerator

Recommendation

Staff recommends the approval of a Resolution to approve the Funding and Purchase of a Stand-on Aerator

Budget

Staff proposes using RAP Tax account 23-40-740 to fund the purchase. The RAP Tax fund has an available, uncommitted budget balance of $385,000 after comparing FY 27 revenue and expenses. The aerator is an eligible use of RAP Tax funds because it supports the maintenance and preservation of public parks and recreational spaces, helping keep these community assets safe, attractive, and accessible to residents. This equipment will help protect the City's investment in recreational facilities while advancing the public benefit goals of the RAP Tax program.

Background

In the July 7, 2026 Council meeting during the FY Budget request approvals, Council directed staff to come back at a later time with additional information so the Council could make a more informed decision about the Stand-on Aerator

Aerating the city's 60+ acres of municipal turf is essential because it relieves soil compaction caused by heavy foot traffic, maintenance equipment, and public use, allowing air, water, and nutrients to reach the root zone more effectively. Improved soil conditions promote deeper root growth, resulting in healthier, more resilient turf that can better withstand drought, heat, and wear from recreational activities. Regular aeration also reduces thatch buildup and improves drainage, helping maintain safer, greener, and more attractive park spaces while reducing long-term maintenance costs.

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

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

The parks department currently has two pieces of equipment we can use to aerate. The first is a Land Pride CA2572. This implement connects onto our tractor and is pulled behind it. It is many years old and operates sufficiently. Best practice is to use this method in large grassy areas such as our sports fields as it has a 6-foot-wide deck. Downsides to this method are the slow speed, the tine spacing (each tine is 6 inches away from the next one), tine depth controlled by weights placed on the machine, and the greater likelihood of damaging sprinkler heads. To effectively aerate, one must make north to south passes and then east to west passes over the area. See the link below to watch a video about its use.

Our second aerator is a walk-behind Billy Goat machine. Best practice is to use this in smaller areas such as park strips or small sections of turf. It is easier to avoid sprinkler head damage. Downsides to this machine are the slow speed and smaller coverage. The new Aerator would replace this aerator.

Stand On Aerator

My reasoning around the request for the stand on aerator can be summed up in one word, and that is efficiency. With so many acres of turf to keep healthy, being able to use the right tool in the right spot is key to being efficient. Having the stand-on machine will allow us to quickly service all areas in the city from the smaller parks to the large sports fields. The tines are closer together, eliminating the need to cross the field twice.

In my years as a turf manager, I've used a stand-on machine to aerate an entire park in a short amount of time, freeing me up to attend to other needed maintenance actions. My favorite feature of this machine is the ability to raise and lower the tines with the touch of a button to quickly pass over a sprinkler head as I continue to move across the turf. Because I am standing on the machine, I can see the area I am working on clearly in front of me, greatly reducing sprinkler head damage. The machine controls the depth of the tines without having to stack weights on it.

Pricing

Distributer	**Manufacturer**	**Cost**	**State Contract**
Wilkinson Supply	Toro Stinger 30"	$13,350.00	MA4726
Mountain West Power Equipment	Ryan Lawnaire ZTS	$13,395.00	MA4731

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

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

Current Equipment





RESOLUTION 2026- 1015

A RESOLUTION TO APPROVE THE FUNDING AND PURCHASE OF A STAND-ON AERATOR

WHEREAS, Woods Cross City is required to ensure all expenditures of the City shall conform to the provisions of this Chapter and applicable provisions of State law, including, but not limited to, the Uniform Fiscal Procedures Act set forth at Utah Code Ann. 10-6-101, et seq., as amended; and

WHEREAS, Woods Cross City has solicited pricing for Fiscal Year 2027 for the stand-on aerator from local dealers and state contractor pricing for the Parks Department; and

WHEREAS, Woods Cross City Code in §3-15-070(c)(5) allows for purchasing utilizing State Bidding pricing.; and

WHEREAS, Woods Cross City Code staff have solicited 1 state bid and 1 competitive bid of the same brands and models; and

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

1. That the Mayor is authorized to sign this Resolution to approve the purchase of a Toro Stinger 30" Stand-on Aerator for $13,350.00 from Wilkinson Supply

2. The Council authorizes the use of funds from the RAP Tax Fund, with a budget adjustment at a future date

3. This Resolution shall become effective immediately upon its adoption

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 1ST DAY OF SEPTEMBER 2026.

WOODS CROSS CITY
A MUNICIPAL CORPORATION

RYAN WESTERGARD, MAYOR

ATTEST:

ANNETTE HANSON, CITY RECORDER

Voting:

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

WOODS CROSS CITY CORPORATE SEAL DAVIS COUNTY UTAH

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

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

Memorandum

DATE: August 25, 2026

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: Discussion and possible Resolution to Approve the Funding and Rewiring of the Public Works Facility Electrical System to allow the Generator to power the entire building.

Recommendation

Staff recommends the approval of a Resolution to approve the Funding and Rewiring of the Public Works Facility Electrical System to allow the Generator to power the entire building

Budget

Staff proposes using the General Fund to fund the estimated work of $13,500. The General Fund has an available, uncommitted budget balance of $157,335 after comparing FY 27 revenue and expenses in the final FY27 Budget. Enterprise funds can also offset this cost since they use the building for operations.

Background

At the July 7, 2026 Council meeting, during FY Budget request approvals, Council directed staff to return later with additional information so Council could make a more informed decision about rewiring the Public Works Building so the generator can run the entire building.

During building design and wiring, electrical circuits were divided to prioritize essential loads on the generator. Typically, electrical engineers size generators based on calculated power demands, which explains the circuit separation. However, over the past seven years, staff have identified critical issues: the HVAC system, lighting, and some outlets are not connected to the generator circuit. The Public Works building houses vital infrastructure, including the Water System Control Computer, disaster response operations, and functions as a backup Emergency Operations Center to City Hall. While the server, radio room, and Water Computer are powered by the generator, other emergency systems are not. If the EOC is hosted here, the building would lack lighting, heating, and cooling during outages. Moreover, the generator lacks an automatic transfer switch; when power fails, the water computer and servers shut down until staff manually transfer power to the generator.

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

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

Staff collaborated with an electrical engineer, analyzed high-demand Rocky Mountain Power bills, and installed a meter to monitor peak electrical load during a heat wave, summer recreation activities, and regular Public Works operations. Both an electrical engineer and electrician reviewed options to connect lighting and HVAC to the generator. They unanimously recommended powering the entire building via the generator as the most cost-effective solution.

Quotes have been obtained for modifications using the existing generator and automatic transfer switch. The electrical engineer confirmed that the current setup can handle the increased load. This upgrade will enable automatic power transfer, eliminating the need for manual intervention during outages, thereby enhancing reliability and safety.

Pricing

	Type of work	Cost
Electrician	Rewire of the building to run circuits to the generator	$13,000
Generator Company	Generator Setup and Transfer Switch Programming.	$500
	Total	$13,500

RESOLUTION 2026- 1016

A RESOLUTION TO APPROVE THE FUNDING AND REWIRING OF THE PUBLIC WORKS FACILITY ELECTRICAL SYSTEM TO ALLOW THE GENERATOR TO POWER THE ENTIRE BUILDING

WHEREAS, Woods Cross City is required to ensure all expenditures of the City shall conform to the provisions of this Chapter and applicable provisions of State law, including, but not limited to, the Uniform Fiscal Procedures Act set forth at Utah Code Ann. 10-6-101, et seq., as amended; and

WHEREAS, Woods Cross City has solicited quotes for Fiscal Year 2027 for the work and generator rewire of the Public Works Building; and

WHEREAS, Woods Cross City Code in §3-15-070(c)(3) allows for purchasing utilizing Professional Services that are aware of city systems; and

WHEREAS, Woods Cross City Code staff have solicited estimates; and

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

1. That the Mayor is authorized to sign this Resolution approving the work to rewire the public works electrical system to allow the generator to power the entire building, not to exceed $13,500

2. The Council authorizes the use of funds from the General Fund, with a budget adjustment at a future date

3. This Resolution shall become effective immediately upon its adoption

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 1ST DAY OF SEPTEMBER 2026.

WOODS CROSS CITY
A MUNICIPAL CORPORATION

ATTEST:

RYAN WESTERGARD, MAYOR

ANNETTE HANSON, CITY RECORDER

Voting:

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



Discussion Items

Woods Cross City

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

Memorandum

Date: August 28, 2026

To: Mayor and City Council

From: Cassandra Hart, HR/Risk Management Director

Subject: **Updated Employee Policy Manual**

We are providing an updated employee policy manual for your review and discussion.

The previous Personnel Policies and Procedures Manual was last updated in 2020. With an ever-changing legal landscape, and as terms and policies become antiquated, it is important to have a current policy manual that employees and management can depend on. The updated Employee Policy Manual was developed by attorneys affiliated with the Utah Local Governments Trust and heavily reviewed and revised by Senior Staff.

Table of Contents

Section 1: General Provisions 3
1.1 Purpose 3
1.2 Scope and Applicability 3
1.3 At-Will Employment 3
1.4 Authority and Right to Amend 4
1.5 Conflicts With Law; Severability 4
1.6 Independent Contractors and Volunteers 4
Section 2: Ethics and Conflicts 5
2.1 Laws, Policies & Procedures, and Ethical Standards Guides 5
2.2 Conflict of Interest & Required Employee Disclosures 5
2.3 Nepotism 6
2.4 Outside Employment 6
2.5 Political Activity 6
2.6 Gifts and Use of City Resources 7
Section 3: Employee Conduct 8
3.1 Professional Standards 8
3.2 Confidentiality 8
3.3 Use of City Property/Computer Systems, Device, and Internet Use 8
3.4 Standards of Conduct 9
3.5 Performance Reviews 9
Section 4: Alcohol and Drug Policy 10
4.1 Purpose 10
4.2 Scope of Policy 10
4.3 Definitions 10
4.4 Prohibited Conduct 11
4.5 Drug and Alcohol Testing 11
4.6 Sample Collection: 13
4.7 Positive Test Results 13
4.8 Confidentiality 13
4.9 Notification of Convictions 14
Section 5: Employment Practices 15
5.1 Equal Employment Opportunity 15
5.2 Workplace Accommodations 15
5.3 Background Screening & Investigations 16
5.4 ADA and Reasonable Accommodation 17
5.5 Hiring and Recruitment 17
Section 6: Harassment and Retaliation 18
6.1 Policy 18
6.2 Types of Harassment 18
6.3 Retaliation 18
6.4 Responsibilities 19
6.5 Reporting & Investigation 19
6.6 Records 19
Section 7: Compensation & Benefits 21
7.1 Overtime & Compensatory Time 21
7.2 Timekeeping & Payroll 21
7.3 Benefits 21

7.4 Reimbursement and Expenses 22
Section 8: Leave 23
8.1 Vacation Leave 23
8.2 Maximum Accumulation 23
8.3 Holidays During Leave 24
8.4 Provisions Relating to Separation from Employment 24
8.5 Administrative Leave 24
8.6 Bereavement and Funeral Leave 25
8.7 Sick Leave 25
8.8 Parental Leave 26
8.9 Holiday Leave 26
8.10 Jury Leave 27
Section 9: Family And Medical Leave Act 28
9.1 General Policy 28
9.2 Amount of Leave 28
9.3 Employee Status and Benefits During Leave 28
9.4 Employee Status After Leave 28
9.5 Use of Paid and Unpaid Leave 29
9.6 Certification and Recertification 29
9.7 Procedure for Requesting FMLA Leave 29
9.8 Eligibility 29
9.9 Leave Entitlements 30
9.10 Intermittent Leave 30
Section 10: Work Schedules and Attendance 31
10.1 Work Schedules 31
10.2 Job Abandonment 31
10.3 Verification 31
10.4 Rest Periods/Breaks 32
Section 11: Health and Safety 33
11.1 Workers' Compensation Coverage 33
11.2 Reporting of Injuries 33
11.3 Employer's Reports 33
11.4 Maintenance of Records 33
11.5 Leave and Compensation 33
11.6 Return to Work 34
11.7 Occupational Safety and Health Administration 34
Section 12: Discipline and Termination 35
12.1 Disciplinary Measures 35
12.2 Procedure 35
Section 13: Grievances and Administrative Appeals 37
13.1 Grievance - Policy and Scope 37
13.2 Grievance Procedure 37
13.3 Administrative Appeal - Policy and Scope 38
13.4 Administrative Appeal Procedure 38
Section 14: Separation from Employment 41
14.1 Voluntary Resignation 41
14.2 Job Abandonment 41
14.3 Layoff / Reduction in Force (RIF) 41
14.4 Rehire and Service Credit 41

Section 1 : General Provisions

1.1 Purpose

(a) These policies and procedures ("the Policy") have been prepared to comply with posting and notice requirements pertaining to various employment laws, to provide information regarding employment with Woods Cross City (the City), and to communicate desired goals and expectations relating to our workforce.

(b) Employment with Woods Cross City is subject to City ordinances, policies, practices, and procedures as well as state law, Federal Law, and constitutional limitations on the City as a governmental entity. This Policy does not limit, affect, or alter any legal or constitutional rights the City or its employees may have.

(c) Nothing in this Policy creates a contract of employment or any contractual rights, express or implied. Only a written agreement signed by the City's authorized officials, or rights created by state or Federal Law or duly enacted City ordinance, may create contractual employment rights.

(d) Employees are responsible for reading and being familiar with the contents of this Policy and any updates to it. The City will provide notice of changes by posting them on the City website, sending email notifications, or distributing revised copies. Continued employment constitutes an acknowledgment of the employee's responsibility to stay informed about and comply with the most current version of this Policy.

1.2 Scope and Applicability

(a) This Policy cannot and does not address all circumstances and situations in which Woods Cross City employees might find themselves, nor does it describe all policies, procedures, and practices that might affect the employment relationship.

(b) This Policy applies to all City employees unless a statute, ordinance, written contract approved by the City's authorized governing or appointing authority states otherwise.

(c) Unless expressly stated, this Policy does not apply to independent contractors, vendors, volunteers, elected officials, or appointed board/commission members.

(d) Department policies may supplement this Policy but may not conflict with it. If a conflict exists, this Policy controls unless law provides otherwise.

1.3 At-Will Employment

(a) Subject to any contrary requirements of law, including Utah Code § 10-3-1105, or agreement by the employee and the City, regular full-time and regular part-time employees are considered "at-will" employees and may be subject to separation for reasons other than cause, including but not limited to reduction-in-force, curtailment of work, or lack of funds.

(b) For employees subject to the provisions of Utah Code § 10-3-1106, employees will be retained based on the adequacy of their performance and subject to any applicable disciplinary procedures under these policies. Employees entitled to the

protections of Utah Code § 10-3-1106 have the right to appeal as outlined in this Policy.

(c) Employees identified in Utah Code § 10-3-1105(2), as amended, which generally includes employees appointed to their positions and Department Directors, are at-will employees as long as they hold a position listed under Utah Code § 10-3-1105(2), as amended.

(d) Nothing in this Policy creates a promise of continued employment or a requirement of progressive discipline.

1.4 Authority and Right to Amend

(a) The City, through its authorized officials, has final authority to interpret this Policy and to determine its application to specific circumstances.

(b) The City may amend, add to, or rescind any policy in this Policy at any time, with or without notice, consistent with applicable law.

(c) This Policy supersedes all prior employee handbooks, manuals, memos, or practices on the same subjects, whether written or oral.

1.5 Conflicts With Law; Severability

(a) If any provision of this Policy conflicts with applicable federal or state law, regulation, or duly enacted City ordinance, the federal or state law or ordinance controls.

(b) If any federal, state, or local law, regulation, ordinance, administrative rule, or other governing legal authority cited in the Policy is amended, repealed, renumbered, or otherwise modified after the adoption of the Policy, the most current applicable version of that law or legal authority shall govern and shall be deemed automatically incorporated into this Manual to the extent required by law.

(c) If this Policy conflicts with a valid written contract approved by the City through its authorized officials, the contract controls for the covered employee(s).

(d) If any provision of this Policy is found invalid or unenforceable, the remaining provisions remain in full force and effect.

1.6 Independent Contractors and Volunteers

(a) +Independent Contractors – Individuals or entities providing services to the City under contract are not City employees. They are responsible for their own taxes, insurance, and business operations, and are not covered by this Policy.

(b) Volunteers – Individuals who provide services to the City without expectation of compensation are not City employees. Volunteers may receive reimbursement for expenses or a nominal stipend where permitted by law. Volunteers are covered under the Utah Volunteer Government Workers Act, Utah Code § 67-20-1 et seq., for purposes of workers' compensation, liability, and indemnification.

Section 2: Ethics and Conflicts

2.1 Laws, Policies & Procedures, and Ethical Standards Guides

(a) The City's commitment to ethics is reinforced by laws, policies, and procedures that provide specific ethical standards, establish internal checks and balances, and assist employees in ethical conduct and decision making:

(1) State & Federal laws governing criminal conduct and prosecution such as fraud and theft.

(2) Utah Code 10-3-1301 Utah Municipal Officer's and Employees' Ethics Act establish standards of ethical conduct for City officials and to require disclosure of actual or potential conflicts between the public duties and personal interests of City officials.

(3) Utah Code 63G-2 Government Records Access and Management Act which regulates the disclosure, use, or release of government records classified as Private, Controlled, or Protected.

(4) City Purchasing Policies adopted by City Council ordinance, and internal controls established by the Finance Department.

2.2 Conflict of Interest & Required Employee Disclosures

(a) City employees must avoid conflicts of interest. Woods Cross City recognizes that many potential conflicts of interest do not constitute actual conflicts or may be acceptable with proper disclosure, evaluation, oversight, and safeguards.

(b) Utah Code 10-3-1301, Utah Municipal Officer's and Employees' Ethics Act, requires employees to make certain disclosures annually. The relationships described below are prohibited conflict-of-interest relationships unless the required disclosures are made. If the required disclosures are made, the relationships are allowed.

(1) All City employees must disclose receiving any compensation or benefit, or agreeing to receive any compensation or benefit, for assisting a person or a business in a transaction involving the City (*e.g.,* a contract or purchase). Employees must file a disclosure form with the City's designated ethics disclosure officer, such as the City Recorder, Human Resources, or other official identified by ordinance or policy, and must also inform their supervisor. (See Utah Code § 10-3-1305 for disclosure details.)

(2) Employees must disclose when they are an officer, director, agent, owner, investor, or employee of a business regulated by the City (for example, a business that requires a City license, permit, or other regulatory approval). Disclosure must be made on a disclosure form and filed with the City's designated disclosure officer, such as the City Recorder, Human Resources, or other official identified by ordinance or policy. (See Utah Code § 10-3-1306 for disclosure details.)

(3) Employees must disclose when they are an officer, director, agent, owner, investor, or employee of a business that contracts with, sells to, or otherwise conducts business with the City. Disclosure must be made on a disclosure

form and filed with the City's designated disclosure officer, such as the City Recorder, Human Resources, or another official identified by ordinance or policy. (See Utah Code § 10-3-1307 for disclosure details.)

(4) Employees must disclose any personal, financial, or other interest that creates, or reasonably appears to create, a conflict between their private interests and their public duties. Disclosure must be made on a disclosure form and filed with the City's designated disclosure officer, such as the City Recorder, Human Resources, or another official identified by ordinance or policy. (See Utah Code § 10-3-1306 for disclosure details.)

(c) Violations of this Section, the City's rules, or state law may result in disciplinary action, up to and including termination. Some violations (including conflicts of interest, misuse of position, or improper disclosure of records) may also be subject to criminal prosecution under the Utah Municipal Officers' and Employees' Ethics Act.

2.3 Nepotism

(a) Employees may not participate in decisions affecting the hiring, reassignment, supervision, grievance, or discipline of a relative.

(b) No employee may be placed in a position where they are directly supervised by, or supervise,a relative. If a relative relationship between employees develops during employment, employees have an obligation to immediately report the relationship to the City Administrator, Human Resources Director, Mayor or City Council. The City retains the right to transfer employees in accordance with this policy.

(1) For purposes of this policy, "relative" means spouse, parent, child, sibling, grandparent, grandchild, in-law, aunt, uncle, niece, nephew, domestic partner, or any individual residing in the employee's household.

2.4 Outside Employment

(a) Employees must disclose any outside employment to their department head. Outside employment may continue unless it interferes with City duties or creates a conflict of interest.

(b) The City may, in its sole discretion, deny or revoke outside employment if it conflicts with law or this policy. Notice of denial or revocation will be provided in writing.

2.5 Political Activity

(a) City employees may voluntarily participate in political activity on their own time, subject to the following:

(1) An employee's partisan political activity, political opinion, or political affiliation may not be considered in hiring, promotion, discipline, demotion, terminational, or any other employment decision.

(2) Employees may not engage in political activity or solicit contributions during City work hours or use City property, equipment, or resources for political activity.

(3) No City employee may coerce or advise another employee to contribute time, money, or influence to a political campaign or cause, or condition personnel status on political support.

(4) Employees who file a declaration of candidacy for public office, or who are elected or appointed to a partisan or full-time nonpartisan office, may be placed on a leave of absence without pay for the term of candidacy or service, consistent with Utah Code § 10-3-1108. Filing such a declaration or taking such leave may not be used as a basis for adverse employment action.

2.6 Gifts and Use of City Resources

(a) Employees may not solicit or accept gifts, favors, prizes, discounts, or other items with a value greater than $50 given because of their City employment. Nor may they use City funds, property, equipment, labor, or services for personal benefit except as expressly authorized by City policy or law and by an employee's supervisor or department head.

Section 3: Employee Conduct

3.1 Professional Standards

(a) Employees must conduct themselves in a professional and courteous manner in all interactions with the public, coworkers, supervisors, and elected officials.

(b) Employees are expected to foster a positive work environment through respectful communication, cooperation, and adherence to City values.

(c) Personal appearance and grooming should be appropriate for the employee's position, duties, and work environment.

3.2 Confidentiality

(a) Employees shall not disclose or use confidential information acquired through employment for personal gain or for purposes other than official City business.

(b) Confidential information includes but is not limited to:

(1) Private records under the Government Records Access and Management Act (GRAMA);

(2) Personnel files or other employee records;

(3) Legal matters, including attorney–client privileged information; and

(4) Other sensitive City information not intended for public release.

(c) Employees must comply with all City policies and procedures relating to data security, records management, and protection of sensitive information.

(d) This list is not exhaustive. Employees are expected to safeguard all information that a reasonable person would understand to be confidential, sensitive, or protected by law or policy.

3.3 Use of City Property/Computer Systems, Device, and Internet Use

(a) City property, equipment, vehicles, and resources are provided primarily for official business purposes.

(b) Limited personal use may be permitted as outlined in specific policies, provided it is de minimis and does not:

(1) Interfere with work duties;

(2) Create additional costs to the City; or

(3) Violate law, ordinance, or City policy.

(c) Employees are responsible for the proper care, security, and return of City property assigned to them.

(d) Misuse, loss, or damage to City property may result in discipline and/or financial liability as permitted by law.

(e) This list is not exhaustive. Employees must use City property in a manner that is reasonable, responsible, and consistent with the City's mission and public trust.

(f) The City's computer systems and internet are considered City property and should only be used for City purposes, with the exception of incidental or infrequent personal use. Employees have no expectation of privacy in their use of the City's computers and internet resources. Thus, the City may access and disclose to others materials on your City computer or other device.

(g) Employees should not install City-owned applications or software on personal devices, except with express City consent. Employees should only use personal devices for work purposes with express supervisor approval, and with appropriate security measures as determined by IT personnel.

(h) Employees should not use City internet for any illegal use, for personal gain or business solicitations, or for any other use that may compromise City computer or device systems.

(1) Employees' personal social media use may have workplace implications. Employees are to comply with the law regarding their personal social media use and acknowledge that violations of these policies that occur through personal social media may subject employees to discipline up to and including termination.

3.4 Standards of Conduct

(a) Employees shall not engage in conduct that interferes with City operations, undermines public trust, or reflects negatively on the City.

(b) Prohibited conduct includes but is not limited to:

(1) Insubordination or refusal to follow lawful directives from supervisors;

(2) Dishonesty, fraud, or misrepresentation;

(3) Unauthorized absence or failure to report for duty as scheduled;

(4) Misuse, theft, or unauthorized removal of City property or resources;

(5) Workplace harassment, discrimination, or conduct creating a hostile work environment;

(6) Abuse of leave policies or falsification of time records; and

(7) Any conduct that violates law, ordinance, or duly adopted City policy.

(c) This list is not exhaustive. The City may discipline employees for other conduct that is inconsistent with professional standards, the City's values, or applicable law.

3.5 Performance Reviews

(a) Performance criteria and job duties are established for each full-time and part-time regular job, and shall be reviewed at regular intervals by department heads. Seasonal employees may be given a performance review at the discretion of, and at regular time intervals decided by, the department head/supervisor.

Section 4: Alcohol and Drug Policy

4.1 Purpose

(a) The City is committed to providing a workplace where employees and the general public can safely conduct business. It is the policy of the City to maintain a work environment free from the unlawful manufacture, distribution, sale, dispensation, possession, or use of controlled substances or alcohol.

4.2 Scope of Policy

(a) This policy applies to all City employees and final candidates under consideration for employment positions. Employment with the City is conditional upon compliance with this policy.

(b) Employees who hold positions the City designates as safety-sensitive, as authorized by law or ordinance, are subject to additional requirements, including pre-employment drug testing. Safety-sensitive positions include, but are not limited to:

(1) Positions where an employee is subject to drug and alcohol testing under the Omnibus Transportation Employee Testing Act of 1991, including but not limited to: commercial driver licensed positions (CDL) or anyone operating City vehicles and equipment.

(2) Positions that require an employee to carry or have access to firearms or class A explosives. This includes but is not limited to public safety officers.

(3) Positions involved in work that requires an employee to have access to controlled substances. This includes but is not limited to medical personnel and law enforcement personnel.

(4) Positions where the actions of an employee directly impact the safety and welfare of the general public, including but not limited to: crossing guards, radio dispatchers, law enforcement personnel, firefighters and utility providers.

(5) Positions that require an employee to have any level of Peace Officers Standards and Training (P.O.S.T.) certification. This includes but is not limited to law enforcement and correctional officers.

4.3 Definitions

(a) Alcohol: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol no matter how packaged or in what form the alcohol is stored, utilized or found.

(b) Prescription Drug: those medications (containing drugs or other controlled substances) that are prescribed to an individual by an authorized physician.

(1) Employees must notify their supervisor or Human Resources if they are taking a lawfully prescribed medication, including medical cannabis, that could impair their ability to safely and effectively perform their job duties.

(c) Positive Test: a test result showing a blood or breath alcohol content of 0.04 or greater or the presence of any Drug other than a Prescription Drug in the test subject.

(d) Additional definitions applicable to this policy may be found in Utah Code § 34-41-101.

4.4 Prohibited Conduct

(a) Failure to comply with any aspect of this policy, including but not limited to the following behaviors, is prohibited and may result in disciplinary action up to and including termination:

(1) Using, being under the influence of, possessing, manufacturing, distributing, selling, or dispensing alcohol or controlled substances while on duty, on City property, or in City vehicles. Employees may not perform safety-sensitive duties while taking any Prescription Drug (including medical cannabis) that causes impairment, unless a physician provides written clearance consistent with applicable law.

(2) Having a positive drug or alcohol test result without lawful prescription disclosure. Applicants or employees who test positive may be denied employment or subject to discipline.

(3) Refusing or failing to appear for a required test, or otherwise failing to cooperate with the testing process.

(4) Tampering with, falsifying, substituting, or adulterating a test sample, or otherwise impeding a drug or alcohol investigation.

(5) Refusing or failing to comply with treatment, rehabilitation, or return-to-work conditions, including violation of a last-chance agreement.

(6) Failing to notify the City Administrator or HR Director, through the employee's supervisor, within five (5) calendar days of a drug- or alcohol-related conviction under federal or state law.

(7) Consuming alcohol before being tested or within eight (8) hours after an accident, if post-accident testing is required.

4.5 Drug and Alcohol Testing

(a) The City may require drug or alcohol testing of employees and final candidates for safety-sensitive positions in accordance with state and Federal Law. Testing may be conducted under any of the following circumstances:

(1) Pre-employment drug tests will be given to final candidates for safety-sensitive positions and employees transferring from non-safety-sensitive positions to safety-sensitive positions. This includes drugs only. Pre-employment tests for alcohol will not be given.

(2) Critical Incident drug and/or alcohol testing applies to all employees. A Critical Incident is defined as any unusual occurrence involving an employee, automobile, or equipment where personal injury or property damage occurred

or may have occurred. Within the context of this definition, the City Administrator will determine what constitutes a Critical Incident.

(3) Reasonable suspicion drug and/or alcohol testing applies to all employees.

(4) Post-accident drug and/or alcohol testing applies to all employees.

(5) Random drug and/or alcohol testing applies to all employees.

(6) Return to duty drug and/or alcohol testing applies to all employees who have completed a substance abuse treatment program. This includes programs for drugs and/or alcohol.

(7) As permitted by law, follow up drug and /or alcohol testing is ongoing testing, conducted on an unannounced basis, for any employee who has previously tested positive for drugs and/or alcohol.

(b) Testing will follow applicable state and federal standards to ensure reliable results, employee privacy, and proper verification of positive tests. The City will pay the cost of required testing, and testing time will be considered work time.

(c) The City recognizes the legal status of medical cannabis under Utah law and prohibits adverse employment actions against employees for their lawful use of medical cannabis, except as provided by Utah Code Ann. § 34A-5-115. As such, the City will not take adverse action against an employee solely for the use of medical cannabis or for being a medical cannabis cardholder unless the City would take the same action for another prescribed controlled substance used in accordance with state law.

(1) Notwithstanding the foregoing, the City may take adverse employment actions against an employee or prospective employee solely for failing a drug test for the use of medical cannabis or for being a medical cannabis cardholder where the application of this policy would:

(A) jeopardize federal funding;

(B) a federal security clearance, or any other federal background determination required by the employee's position; or

(C) if the employee's position is dependent on a license or peace officer certification that is subject to Federal Regulations, including 18 U.S.C. Sec. 922(g)(3).

(2) Before taking adverse employment action against an employee solely for the use of medical cannabis or for being a medical cannabis cardholder, the City shall:

(A) consult with legal counsel; and

(B) obtain approval from the City's governing or appointing authority (*e.g.,* City Council, City Administrator, or Mayor, depending on the City's form of government).

4.6 Sample Collection:

(a) All samples will be collected in accordance with Utah Code Ann. §34-41-104 and under reasonable and sanitary conditions.

(b) Samples will be collected and tested in a manner that:

(1) ensures privacy for the individual being tested;

(2) reasonably prevents substitutions, tampering, or adulteration; and

(3) requires documentation showing samples are labeled and sealed to avoid misidentification.

(c) Each donor will have the opportunity to provide information relevant to the test, including prescription or nonprescription drugs, medical information, or ADA-related disclosures.

(d) Collection, storage, and transportation will be conducted to reasonably preclude contamination or misidentification.

(e) All testing will conform to scientifically accepted analytical methods. A positive screening test must be verified by gas chromatography, gas chromatography-mass spectroscopy, or other comparably reliable methods before use in employment decisions.

(f) The City will notify the donor of verified positive test results as soon as possible in accordance with Utah Code Ann. § 34-41-103(7).

(g) Testing will occur during or immediately after the employee's work period and will be considered paid work time. All costs of testing will be borne by the City.

4.7 Positive Test Results

(a) The City will apply the cutoff levels for positive drug and alcohol tests as established by applicable federal and state law, including Department of Transportation (DOT) standards where relevant.

(b) It is a violation of this policy to have a verified positive test for any controlled substance or alcohol at or above the established cutoff levels, except as permitted by law (*e.g.,* lawful use of prescription medication or medical cannabis consistent with state law).

(c) Employees who violate this policy are subject to discipline, up to and including termination.

4.8 Confidentiality

(a) All records relating to drug and alcohol testing will be maintained as confidential medical records and disclosed only to individuals with a legitimate business or legal need to know. Employees may request access to their own records in accordance with applicable law.

4.9 Notification of Convictions

(a) Employees must notify the City Administrator, HR Director, or their direct supervisor within five (5) calendar days when convicted under federal or state criminal statute regulating the manufacture, distribution, dispensation, possession, or use of a controlled substance.

Section 5: Employment Practices

5.1 Equal Employment Opportunity

(a) Woods Cross City's goal is to foster a workplace culture that values diversity and provides equal opportunities in all aspects of employment. To help achieve this, all employees are expected to comply with:

(1) Title VII of The Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, and the Utah Antidiscrimination Act, as amended, and not discriminate in employment opportunities or practices on the basis of: race, color, religion, sex, pregnancy, pregnancy-related conditions, childbirth, national origin, age, if the individual is 40 years of age or older, gender identity, or sexual orientation;

(2) The Equal Pay Act and not base pay decisions on the basis of race, color, religion, sex, national origin, age, or disability. Woods Cross City policies provide those employees be compensated on the basis of equal pay for equal work;

(3) The Americans with Disabilities Act of 1990 (ADA), as amended, and the Utah Antidiscrimination Act, as amended, and not discriminate against any individual with a disability in the admission or access to, employment, work programs, or activities;

(4) The Genetic Information Nondiscrimination Act of 2008 (GINA) and not use genetic information of an individual in the hiring process or to affect the terms, conditions, privileges, benefits, or termination of employment unless there is a legitimate job-related need that is consistent with business necessity or as otherwise mandated by law. Woods Cross City will not require collection or disclosure of genetic information prior to a conditional offer of employment. "Genetic information" is information about genes, gene products or inherited characteristics that may derive from the individual or a family member;

(5) The Uniform Services Employment and Reemployment Rights Act and not deny initial employment, reemployment, promotion, or any benefit of employment to a person who is obligated to perform in a uniformed service;

(6) Titles VI and VIII of the Civil Rights Act of 1964 and not exclude individuals from participating in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin, under any program or activities for which Woods Cross City has received any federal financial assistance; and,

(7) Any other law that provides for non-discrimination or equal opportunity.

5.2 Workplace Accommodations

(a) Woods Cross City provides reasonable workplace accommodations in the following circumstances:

(1) Religious Accommodation. Woods Cross City respects the sincerely held religious beliefs and practices of all employees and will make, on request, a reasonable accommodation(s) for such observances when a reasonable

accommodation is available and does not create an undue hardship for the City. *Title VII & Utah Antidiscrimination & Workplace Accommodation Act.*

(2) Disability Accommodation. Woods Cross City recognizes some qualified individuals with disabilities (meaning the employee has a mental or physical impairment substantially limiting one or more of the major life activities) may need reasonable accommodation to perform the essential functions of his/her position, to make the workplace readily accessible and usable for the employee, or to otherwise allow the employee to enjoy equal benefits and privileges of employment. Woods Cross City will make, on request, a reasonable accommodation when doing so does not create an undue hardship to the City. *Americans with Disabilities Act, as amended.*

(3) Pregnancy Accommodation. Woods Cross City will make, on request, a reasonable accommodation(s) to qualified individuals related to pregnancy, childbirth, or related conditions when a reasonable accommodation is available and does not create an undue hardship for the City. *Utah Antidiscrimination & Workplace Accommodation Act & Federal Pregnant Workers Fairness Act (PWFA).*

(4) Breastfeeding Accommodation. Unless compliance would create an undue hardship, Woods Cross City will, on request, provide for at least one year after the birth of a public employee's child: reasonable breaks for each time the public employee needs to breast feed or express milk; a room or other location, other than a bathroom or toilet stall, that is clean and sanitary, provides privacy shielded from view of and intrusion from coworkers or the public, and that has an outlet; and a reasonable means of storage. The City is not required to permit an employee to have the employee's child at the workplace for purposes of accommodation. *Utah Antidiscrimination & Workplace Accommodation Act and Providing Urgent Maternal Protections for Nursing Mothers (PUMP) Act.*

(b) To request an accommodation, employees should contact the City's Human Resource Director to begin the discussion/interactive process. This may include discussing specific needs, limitations, and possible accommodations that may be needed.

(c) Woods Cross City reserves the right to require documentation or more information to assist us in evaluating accommodation requests including, but not limited to, verification from religious leaders or medical providers; guidance from job accommodation consultants and advocates; and tools available under the Family and Medical Leave Act including obtaining 1st, 2nd, and 3rd opinions as permitted by law.

5.3 Background Screening & Investigations

(a) Woods Cross City may conduct pre- and post-offer screenings and background investigations as appropriate to the position. These may include verification of employment history, education, references, driving records, criminal history, or other job-related inquiries.

(b) Information obtained through such screenings is confidential and will be shared only with individuals involved in employment decisions.

(c) Applicants and employees for police department positions, safety-sensitive positions, or positions of trust may be subject to more extensive background investigations in accordance with applicable law and departmental procedures.

(d) The City may consider criminal convictions in employment and reassignment decisions where job-related and consistent with business necessity. Arrests without conviction will not be considered. In making decisions, the City may review the nature and seriousness of the offense, the duties of the position, the time elapsed since the conviction, and evidence of rehabilitation. Final employment decisions rest with the City Administrator (or designee). When disqualification is based on information from a consumer report, the City will provide notice consistent with applicable law.

5.4 ADA and Reasonable Accommodation

(a) Woods Cross City complies with the ADA, the Utah Antidiscrimination Act, and all applicable laws governing disability discrimination.

(b) Qualified applicants and employees with a disability may request a reasonable accommodation to perform the essential functions of their job.

(c) Requests for accommodation should be made to Human Resources. The City will engage in an interactive process to evaluate requests and provide reasonable accommodations unless doing so would cause undue hardship or pose a direct threat to health or safety.

(d) Retaliation against any individual for requesting an accommodation or participating in the interactive process is prohibited.

5.5 Hiring and Recruitment

(a) All hiring and recruitment shall occur consistent with the equal opportunity principles set forth in this policy. It is the City's policy to give first consideration to current City employees for open positions. Only the Mayor, City Council, or department heads are permitted to post new job positions for recruitment and respond to job inquiries. Job notices should state the City's equal opportunity policy and shall be advertised as determined at the discretion of the department head posting the position.

(b) Unless otherwise agreed with a former employee, job applications received from former employees will be processed using the same procedures and standards that govern all applications. The HR department, in coordination with the department head or designee, may review the former employee's personnel records and the circumstances surrounding termination of previous employment. Former employees who were terminated for cause are generally not eligible for rehire.

(c) Candidates selected for a position may be subject to a medical examination after a conditional job offer is made, depending on the circumstances and job needs. Certain positions may require a one-year probationary period of employment after

hiring, the terms of which shall be determined by the hiring supervisor at the outset of employment.

Section 6: Harassment and Retaliation

6.1 Policy

(a) Employees may not engage in unwelcome verbal or physical conduct based on sex, race, color, religion, national origin, age, disability, pregnancy, genetics, gender identity, sexual orientation, and/or any other legally protected status under state or Federal Law.

(b) Employees may not be retaliated against for engaging in a legally protected activity.

(c) Employees who experience or observe harassment must promptly report it to management or to Human Resources, regardless of whether they have spoken with the individual engaging in the conduct. Reports must be made even if the conduct occurs outside the workplace or is committed by a manager, elected official, coworker, customer, vendor, or any other person connected with City employment.

(d) Employees who engage in harassment, retaliation, or knowingly fail to take appropriate action in response to a report may be subject to disciplinary action, up to and including terminational, consistent with the City's disciplinary policy.

6.2 Types of Harassment

(a) Harassment means unwelcome conduct tied to a legally protected status that:

(1) is made a term or condition of employment, either explicitly or implicitly;

(2) is used as the basis for employment decisions; or

(3) has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive work environment.

(b) Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other verbal, non-verbal, or physical conduct of a sexual nature when:

(1) submission to such conduct is made a condition of employment (quid pro quo); or

(2) such conduct is severe or pervasive enough to create a hostile or offensive work environment.

(c) Discriminatory harassment includes unwelcome conduct based on race, color, religion, sex, national origin, age, disability, pregnancy, genetics, veteran status, gender identity, sexual orientation, or any other protected status that creates a hostile, intimidating, or offensive work environment.

(d) Workplace violence includes threats, intimidation, or acts of aggression that create a hostile or unsafe working environment.

6.3 Retaliation

(a) Retaliation is strictly prohibited. Retaliation means any adverse action taken against an employee because the employee:

(1) reported or opposed discrimination or harassment in good faith;

(2) participated in an investigation, proceeding, or hearing; or

(3) engaged in legally protected whistleblowing or other protected activity in good faith.

(b) Retaliation is prohibited whether it occurs on- or off-duty, in or outside of the workplace, and regardless of whether the individual is a current or former employee.

(c) Employees who engage in retaliation may be subject to discipline, up to and including dismissal.

6.4 Responsibilities

(a) Supervisors are expected to model appropriate conduct, promptly report concerns they observe or that are reported to them, and cooperate in investigations. Failure to do so may result in discipline up through and including termination.

(b) Employees are expected to promptly report harassment, cooperate in investigations, and respect confidentiality.

6.5 Reporting & Investigation

(a) Employees may report discrimination, harassment, or retaliation to any of the following: their supervisor, department head, Human Resources, the City Administrator, or the Mayor. Employees do not need to follow the chain of command when reporting issues under this harassment policy. Reports may be verbal or written; written reports are preferred.

(b) The City will promptly and fairly review and, if appropriate, investigate reported concerns. Investigations may be handled internally or referred to an outside investigator.

(c) Complaints against the Mayor or members of the City Council will be referred to a qualified outside investigator selected by the City Council (if the Mayor is accused) or by the Mayor (if a Council member is accused).

(d) Reports and investigations will be handled as confidentially as possible, consistent with the need to gather information and take appropriate action.

(e) The employee making the report and the accused will be notified when the investigation is concluded, consistent with confidentiality and applicable law.

6.6 Records

(a) The City will maintain protected files for harassment complaints for at least five (5) years, or longer as required by law or the City's records retention schedule. Related

material, such as disciplinary actions, will be maintained in the employee's personnel file.

(b) All information contained in harassment files is classified as Protected and/or Private under the Government Records Access and Management Act (Utah Code § 63G-2-101 et seq.). Information will be released only by the City's designated records officer, the City Attorney, or as otherwise required by law or court order.

(c) Participants in any harassment matter are expected to treat all information related to the matter as confidential, private, and protected.

Section 7: Compensation & Benefits

7.1 Overtime & Compensatory Time

(a) Employees must obtain supervisory approval before working overtime. Working overtime without prior approval may result in discipline, but all hours worked will be compensated.

(b) **Non-Exempt Employees**:

(1) Employees classified as Fair Labor Standards Act ("FLSA") non-exempt are entitled to overtime pay at one and one-half (1½) times the employee's regular rate of pay for hours worked in excess of forty (40) in a workweek, unless provided compensatory time as described below. Vacation, sick, holiday, compensatory time and other paid leave hours are not considered hours worked and will not be used to calculate overtime.

(2) Sworn law enforcement officers may be scheduled under the 207(k) exemption of the FLSA and are entitled to overtime after eighty (80) hours worked in a fourteen (14) day period.

(c) **Compensatory Time**:

(1) In lieu of overtime pay, the City may provide compensatory time off at one and one-half (1½) hours for each hour of overtime worked.

(2) Compensatory time is subject to accrual limits established by law.

(3) Employees may accrue up to 240 hours of compensatory time, unless otherwise approved by the City Administrator.

(d) **Exempt Employees**:

(1) Employees classified as FLSA exempt are paid on a salary basis and are not eligible for overtime or compensatory time.

7.2 Timekeeping & Payroll

(a) Each employee is responsible for accurately recording time worked and leave taken in the manner designated by the City.

(b) Off-the-clock work is prohibited.

(c) Supervisors must review and approve time records prior to submission for payroll.

(d) Employees are responsible for reviewing their paychecks for accuracy and promptly reporting any errors to payroll or their supervisor.

7.3 Benefits

(a) Benefits shall be defined and determined by the City Council and Mayor. Benefits-eligible employees who are suspended for disciplinary reasons shall continue to receive applicable City benefits so long as the employee pays the employee portion of any insurance premiums during the pendency of the suspension.

7.4 Reimbursement and Expenses

(a) It is the City's policy to pay for and/or reimburse reasonable expenditures incurred by employees on authorized travel as provided herein, including for approved travel. Employees should use City vehicles for travel related to City business, when possible, and when approved. When no City vehicle is available, employees should use personal vehicles and may seek reimbursement for mileage, which must be approved by a department head ahead of time. All travel costs for which reimbursement is sought shall be reasonable and subject to approval. When multiple employees are traveling and obtaining a hotel room, employees should have separate rooms unless approved ahead of time by a department head. Supervisors should not share rooms with employees and employees of the opposite sex should not share rooms unless married or they live together.

(b) For other expenses related to City business, employees should seek approval for such costs ahead of time from a department head and shall retain receipts for such costs and expenses at the time of seeking reimbursement.

Section 8: Leave

8.1 Vacation Leave

(a) Regular and Appointed employees accrue vacation leave based on years of service and work schedule. Service must be continuous as a benefit-eligible employee. In limited cases, prior service may be reinstated as approved by the City Administrator or designee. For the purposes of this section, a work day consists of 8 hours.

(1) Each permanent, full-time employee shall receive vacation leave at the following rate:

(A) For one (1) month to five (5) years of service, twelve (12) work days of vacation leave shall accrue at the rate of one (1) day per month for each month worked.

(B) From five (5) years to ten (10) years of service, fifteen (15) work days of vacation leave, which shall accrue at the rate of one and one-quarter (1 and ¼) day per month for each month worked.

(C) From ten (10) to fifteen (15) years of service, eighteen (18) work days of vacation leave shall accrue at the rate of one and one-half (1 and ½) days per month for each month worked.

(D) For over fifteen (15) years of service, twenty one (21) work days of vacation leave shall accrue at the rate of one and three-fourths (1 and ¾) days per month for each month worked.

(2) Part-time employees are not eligible for vacation leave.

(b) Use of vacation leave requires prior supervisory approval. Use is a benefit of employment, not an automatic right, and attendance policies still apply.

(c) Vacation leave may be used for vacations, personal business, rest, emergencies, or in lieu of sick leave. In cases of extended or recurring absences, the City may require verification consistent with law.

(d) Vacation leave is charged in quarter hour (15 minute) increments.

(e) Employees receiving City-sponsored wage replacement benefits (*e.g.,* workers' compensation, disability insurance) may use vacation leave to supplement those benefits, but not to exceed 100% of regular pay.

8.2 Maximum Accumulation

(a) An employee may elect to accumulate up to, but no more than 240 hours of vacation leave. New employees shall accrue vacation leave from the date of hire. A new hire may be advanced up to 40 hours of vacation leave within the first year of employment at the discretion of the City Administrator. The City Administrator, in their sole discretion, may consider an employee's experience in the same or a similar role with another employer as employment with the city for purposes of establishing the employee's vacation accrual rate at the time of hire or promotion.

(b) Any accrued vacation leave in excess of two hundred forty (240) hours shall be forfeited on March 31st of the year following the calendar year (January 1st to December 31st) in which the leave was accrued. Employees are not entitled to vacation leave buy-out, but buy-out will be considered on a case-by-case basis at the sole discretion of the City Administrator and subject to vacation budget approval.

(c) Official vacation records will be maintained and kept current by posting at least once per month by the HR Director or designee. Vacation usage will be reported to the HR Director or designee, using attendance forms approved for reporting methods.

8.3 Holidays During Leave

(a) A holiday that falls on an employee's regular working day within a period when vacation leave is being taken will be credited as a holiday and not as a day of vacation leave.

8.4 Provisions Relating to Separation from Employment

(a) An employee may not use vacation leave to extend his/her effective date of separation beyond his/her two-week notice of resignation. Separating employees will be paid the balance of their accumulated vacation leave.

8.5 Administrative Leave

(a) The Chief Administrative Authority (Mayor, City Administrator, or designee) may authorize paid administrative leave when necessary or appropriate. Administrative leave is used sparingly and for reasons such as weather-related or emergency closures, employee recognition, or other unforeseen business situations that could adversely impact employee pay or benefits.

(b) A department head, with approval from the Chief Administrative Authority or designee, may temporarily relieve an employee from normal responsibilities while continuing pay and benefits when it is in the City's best interest for the employee not to remain in the workplace.

(1) Common reasons for administrative leave include:

(A) Protecting safety, security, or sensitive information.

(B) Facilitating an investigation of alleged misconduct. Administrative leave is non-punitive and does not imply discipline or that allegations are credible.

(C) Addressing disruptive or potentially disruptive behavior pending assessment.

(D) Protecting an employee from harassment, retaliation, or an adversarial environment following a complaint or whistleblowing.

(c) Administrative leave may also be referred to as "home assignment." An employee on home assignment may be required to remain available for contact or to return to work during regular hours. The City may take additional non-punitive steps as

appropriate, such as collecting keys, equipment, or access credentials during the assignment.

8.6 Bereavement and Funeral Leave

(a) Regular and appointed employees may be granted three working days of paid bereavement leave per qualifying death of an immediate family member. Part-time employees are not eligible for this benefit.

(b) For purposes of this section, "immediate family" includes spouse, child (including a miscarriage or stillbirth), parent, sibling, grandparent, grandchild, or the same relation by marriage or legal guardianship.

(c) Supervisors may approve additional unpaid leave or allow the use of accrued vacation leave or sick leave if more time is needed.

(d) Employees should notify their supervisor of leave requests under this section as soon as possible. Documentation may be required.

8.7 Sick Leave

(a) Eligible full-time employees accrue one (1) day of sick leave for each month worked, or twelve (12) days per year. Eligible employees whose contemplated schedule is less than 40 hours per week accrue sick leave on a prorated basis according to the number of hours they work each pay period.

(b) Employees whose compensation from Woods Cross City payroll falls below their regular bi-weekly salary (e.g., an employee is off work due to short-term disability) accrue sick leave on a prorated basis according to the number of hours for which they receive payment from Woods Cross City payroll.

(c) The maximum sick leave accrual is 180 sick leave days. Sick leave is charged in quarter hour (15 minute) increments.

(d) Use of sick leave is a privilege extended to employees by their supervisor and its use is not an acquired right. Established attendance policies apply regarding approval for absences. Once accrued, sick leave may be used for time off to attend to an employee's own or an immediate family member's health condition, including for doctor's appointments and other medical procedures, rest and recovery, and other related time off for health reasons as determined by the City. The City in its sole discretion determines whether requested leave constitutes sick leave.

(e) Sick leave may not be used to cover absences while performing outside employment, unless the duties are dissimilar and prior approval is obtained from the City. Abuse of sick leave may result in disciplinary action.

(f) Sick leave runs concurrently with workers' compensation, disability, or other paid leave benefits, and combined payments may not exceed 100% of the employee's regular pay.

(g) Employees must notify their department head or the City Administrator no later than one (1) hour after shift begins in order to be eligible for sick leave payment, unless under the circumstances such notice is impracticable. Employees should keep supervisors apprised if sick leave continues. The City may require verification

of illness or injury, particularly for absences exceeding three days or when abuse is suspected.

(h) Employees who retire from Woods Cross City as a member of the Utah Retirement System are eligible to convert unused sick leave to a Health Reimbursement Account (HRA.) The City shall deposit an amount equal to one third (1/3) of the total accrued sick hours of the employee at the time of retirement multiplied by the hourly rate of the employee at the time of retirement

8.8 Parental Leave

(a) Full-time employees may request a maximum of 80 hours (two weeks) of paid parental leave for the birth of a child or placement of a child with the employee for adoption or foster care.

(1) Leave may be taken continuously or intermittently with supervisory approval.

(A) If intermittent leave is approved, parental leave must be taken within 180 days of the birth or placement of the child.

(b) Parental leave will start on the date of the child's birth or, in the case of adoption or foster care, the date the child is placed in the employee's home.

(c) Employees must report the pending birth, adoption, or placement of a child to their supervisor as soon as practicable.

(d) Parental leave will run concurrently with the Family and Medical Leave Act (FMLA), if applicable.

(e) For employees approved for short-term disability insurance, parental leave may be used to supplement benefits so that the employee receives up to 100% of their regular pay, for a maximum of 80 hours.

(f) Employees seeking parental leave must:

(1) Complete a parental leave request form and provide applicable documentation;

(2) FMLA-eligible employees shall complete FMLA paperwork in accordance with the FMLA policy; and

(3) File a short-term disability claim, if applicable.

8.9 Holiday Leave

(a) Eligible full-time employees receive eight hours of holiday leave for each holiday as approved by the City Council. The Human Resources Director will maintain a list of holidays observed for this purpose.

(b) Approved holidays that fall on a Saturday will be observed on the preceding Friday. Approved holidays that fall on a Sunday will be observed on the following Monday.

(c) Unused holiday leave shall be forfeited on December 31st of each year.

(d) Departments may create policies governing the use of holiday leave subject to the City Administrator's approval.

8.10 Jury Leave

(a) An eligible employee may be granted leave with pay when performing jury duty or when required to serve as a witness in any municipal, county, state, or federal court, or before an administrative tribunal.

(b) Any compensation, including travel and expense allowance, received by the employee must be returned to Woods Cross City.

(c) Jury leave will not be granted when the employee is serving as his own witness in financial and related suits which he has initiated.

Section 9: Family And Medical Leave Act

9.1 General Policy

(a) Woods Cross City complies with the Family Medical Leave Act (FMLA) of 1993, which protects employees' jobs and benefits in the event of medical or family circumstances which require the employee to take time off from work without pay. If any provision in this policy is found to conflict with the FMLA, the provisions of the FMLA will apply and Woods Cross City intends to abide by them. Family and Medical Leaves are granted as follows:

9.2 Amount of Leave

(a) Under this policy, Woods Cross City will grant up to 12 weeks' leave (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. FMLA leave is unpaid, unless employees have unexhausted paid sick or other leave available as set forth below.

(b) An eligible employee may take up to 12 weeks for FMLA circumstances under this policy during any 12-month period. Woods Cross City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, Woods Cross City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

(c) An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance during a single 12-month period. For this military caregiver leave, Woods Cross City will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

(d) If spouses both work for Woods Cross City and each wish to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for Woods Cross City and each wish to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

9.3 Employee Status and Benefits During Leave

(a) While an employee is on leave, Woods Cross City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. Employees may be obligated to make required premium payments during leave periods.

9.4 Employee Status After Leave

(a) An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

(b) Woods Cross City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

(c) An employee returning from FMLA leave will be restored to the same or an equivalent position, subject to the Act's exceptions for key employees.

9.5 Use of Paid and Unpaid Leave

(a) Family and Medical Leave Act (FMLA) leave is unpaid. However, any accrued vacation, personal, or sick leave must be used concurrently with FMLA leave at the rate of at least 20 hours per work week until the accrued paid leave is exhausted. During that period, you will receive pay through your accrued leave balances. Any remaining FMLA leave will be unpaid.

(b) Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

9.6 Certification and Recertification

(a) Subject to law, Woods Cross City may require certification for an employee's or family member's serious health condition, for qualifying exigency leave, or for military caregiver leave. Employees must respond within 15 days or provide a reasonable explanation for delay.

(b) Woods Cross City may also request recertification if circumstances change, information casts doubt on the reason for leave, or if an extension is requested. Otherwise, recertification may be required every six months in connection with an FMLA absence

9.7 Procedure for Requesting FMLA Leave

(a) All employees requesting FMLA leave must provide the City Administrator with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the City Administrator or designee will provide the employee with the Department of Labor Notice of Eligibility and Rights.

(b) When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with Woods Cross City's usual and customary notice and procedural requirements for requesting leave.

(c) Within five business days after receiving sufficient information to determine whether leave is covered by the FMLA, Woods Cross City will notify the employee whether the leave will be designated as FMLA leave.

9.8 Eligibility

(a) Unless otherwise provided in statute, to be eligible for benefits under the FMLA, an employee must have been employed by Woods Cross City for at least twelve (12) months. The FMLA's regulations state that these twelve months of employment do not need to be consecutive. In addition to the requirement of twelve

(12) months of employment, the employee must have worked at least 1,250 hours during the previous twelve consecutive months.

9.9 Leave Entitlements

(a) Eligible employees are entitled to twelve work weeks without pay of FMLA leave per year for any of the following reasons:

(1) Birth of an employee's child.

(2) Adoption of a child by an employee.

(3) Placement of a child with the employee for foster care.

(4) To care for an immediate family member (spouse, child, or parent) with a "serious health condition".

(5) To take medical leave when the employee is unable to work because of a "serious health condition".

(6) If both spouses are employed by Woods Cross City and seek leave to care for a child or a parent with a "serious health condition", their combined leave is limited to twelve weeks.

(A) For purposes of this section, "serious health condition" has the same meaning as under the Family and Medical Leave Act and its regulations.

9.10 Intermittent Leave

(a) FMLA leave may be taken intermittently whenever it is medically necessary to care for a seriously ill immediate family member (spouse, child, parent), or because the employee is seriously ill and unable to work. Intermittent leave means taking leave in blocks of time or by reducing the normal weekly or daily work schedule.

Section 10 : Work Schedules and Attendance

10.1 Work Schedules

(a) Work schedules may vary and are set by the department head and/or supervisor, with concurrence from the City Administrator, to meet the needs of Woods Cross City and the general public.

(b) Reliable and predictable attendance is expected of all employees. Attendance encompasses not only being at work, but also being punctual and being ready to work.

(c) Employees are responsible for the following:

(1) Be on time and ready to work at the scheduled start time.

(2) Remain at the assigned work station as scheduled unless excused, on break, or job duties require otherwise.

(3) Give proper notice of any absence or tardiness in accordance with department procedures.

(4) Return from breaks and meal periods on time.

(5) Obtain prior approval for leave without pay if adequate paid leave is not available.

(6) Chronic absenteeism, other than pre-scheduled or legally protected leave (FMLA/ADA), is unacceptable.

(7) Accurately record all time worked and obtain prior approval before working overtime. Unauthorized overtime will be paid but may result in corrective action.

(d) Attendance violations are grounds for corrective and/or disciplinary action pursuant to this Policy.

10.2 Job Abandonment

(a) In the event an employee is absent for three or more consecutive work days, without prior notice or approval, such absence is viewed as job abandonment. The employee is then considered to have abandoned their job and the City may process separation paperwork as a voluntary resignation.

10.3 Verification

(a) Woods Cross City reserves the right to require an employee to submit verification for reasons such as chronic absenteeism, a reasonable belief that the employee has misrepresented his/her need for leave, and except for approved FMLA-protected leave, for medical reasons exceeding three days.

10.4 Rest Periods/Breaks

(a) Employees scheduled to work more than six hours will generally receive an unpaid, duty-free meal period of at least 30 minutes. Meal periods are scheduled by the supervisor. Employees must not perform work during an unpaid meal period.

(b) A 15-minute rest period is provided to each employee for every 4 hours of work, up to two per day. Rest periods are generally scheduled by the immediate supervisor or work lead.

(c) Rest periods may not be taken in conjunction with a lunch break or at the beginning or end of a work shift. Rest periods may not be allowed to accumulate; neither can they be carried over to another 4-hour period if not used.

Section 11: Health and Safety

11.1 Workers' Compensation Coverage

(a) Woods Cross City operates under the Workers' Compensation provisions of Utah law, including Utah Code Title 34A, Chapter 2.

(b) Employees injured in the course of employment are entitled to medical, hospital, and wage replacement benefits as provided by statute.

11.2 Reporting of Injuries

(a) Any employee sustaining an injury arising out of and in the course of employment shall notify the supervisor immediately. If the employee is unable to provide notification, the employee's next-of-kin or attorney may provide notification of the injury to the supervisor. The supervisor shall immediately report the injury to the City's Risk Management Director. The City will appropriately investigate the injury report and determine its cause and any necessary action that should be taken.

(b) If employees become aware of any unsafe or hazardous condition, regardless of any injury, employees should immediately report such condition to their department head.

11.3 Employer's Reports

(a) The City shall file a report of injury with the Industrial Commission of Utah within seven days after the occurrence of an injury after the City's first knowledge of the occurrence, or after the employee's notification of the same, on forms prescribed by the commission, of any work-related fatality or any work-related injury resulting in medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job. The City shall file a subsequent report with the commission of any previously reported injury that later resulted in death. The subsequent report shall be filed with the commission within seven days following the death or the City's first knowledge or notification of the death. No report is required for minor injuries, such as cuts or scratches that require first-aid treatment only unless a treating physician files, or is required to file the Physician's Initial Report of Work Injury with the commission. The City shall provide the employee a copy of the reports submitted to the commission. Woods Cross City shall also provide the employee with a statement, as prepared by the commission, of the employee's rights and responsibilities related to the injury.

11.4 Maintenance of Records

(a) Woods Cross City shall maintain a record in a manner prescribed by the commission of all work-related fatalities or work-related injuries resulting medical treatment, loss of consciousness, loss of work, restriction of work, or transfer to another job.

11.5 Leave and Compensation

(a) Each employee eligible to receive workers' compensation is subject to the following:

(1) The first three days of absence shall be taken as sick leave, if available.

(2) Beginning with the fourth day, the employee will be required to discontinue sick leave benefits and begin workers' compensation benefits. If a benefit check has not been received by the time the next pay day is reached, an advance will be authorized for the approximate benefit amount due. When the benefit check is received by the employee, the advance must be immediately repaid. Once workers' compensation benefits begin, the employee will be placed on leave without pay but will continue to receive all regular City benefits at the City's expense at the current rate of contribution. If an employee is terminated, City benefits shall cease.

(3) Other than payment for accrued leave that supplements workers' compensation up to 100% of the employee's total wages, under no circumstances shall an employee be permitted to receive a full City paycheck while being paid compensation under the workers' compensation provisions.

11.6 Return to Work

(a) When an employee returns to work, the employee shall notify the HR Director who shall notify the commission to terminate the workers' compensation. An employee's right to return to City employment is governed by the following, in addition to all applicable law:

(1) If an employee is on approved leave and returns to work within a one-year period, the employee shall be entitled to the previous position held or one with equivalent pay.

(2) If the employee is on approved leave and desires to return to work later than one year after the injury, there may be responsibility to find a position similar in pay to that previously held. The City may require medical evidence upon which to make a judgment.

11.7 Occupational Safety and Health Administration

(a) The City will post all required OSHA and UOSHA notices in conspicuous places. Employees may obtain additional information regarding OSHA and UOSHA from their department head. If an OSHA inspector arrives on any City job site, an employee should contact their supervisor immediately. The appropriate department head shall make arrangements for any required inspections and notify the HR/Risk Manager or designee.

Section 12: Discipline and Termination

12.1 Disciplinary Measures

(a) Woods Cross City strives to resolve performance or conduct issues through progressive discipline, usually beginning with the least severe action appropriate to the circumstances. However, the City reserves the right to impose discipline at any stage, up to and including termination, when warranted by the seriousness of the offense.

(b) All employees, other than those specifically identified by Statute, including but not limited to, temporary, seasonal, on-call, appointed, or probationary employees, have no expectation of continued employment and may be terminated at any time, with or without cause, and with or without progressive steps. Statutory employees may also be terminated for cause without any specified progressive steps.

(c) Disciplinary measures may include but are not limited to:

(1) verbal warning;

(2) written warning or reprimand;

(3) suspension without pay (not to exceed 80 hours per occurrence);

(4) demotion or reduction in pay; or

(5) termination.

(d) The following categories illustrate conduct that may result in discipline, up to and including termination. The list is not exhaustive:

(1) Insubordination or refusal to follow lawful instructions;

(2) Criminal conduct, including theft, fraud, or acts of violence, whether on or off duty, that adversely affect the City;

(3) Misuse, misappropriation, or destruction of City funds, property, or records;

(4) Harassment, discrimination, retaliation, or workplace violence;

(5) Falsification of records, dishonesty, or failure to cooperate in an investigation;

(6) Serious safety violations or reckless conduct endangering self or others;

(7) Repeated poor attendance, tardiness, or job abandonment;

(8) Continued incompetence or poor performance after prior notice.

12.2 Procedure

(a) Discipline will be documented in writing, delivered to the employee, and placed in the personnel file. The employee's acknowledgment of receipt does not signify agreement but confirms notice.

(b) Certain disciplinary actions involving a property right (such as discharge, suspension over two days, or involuntary demotion with loss of pay) may be appealed through the Administrative Appeal Procedure of this Policy and Utah Code § 10-3-1106.

Section 13: Grievances and Administrative Appeals

13.1 Grievance - Policy and Scope

(a) The grievance process provides employees with a formal way to raise concerns about any working conditions, including informal disciplinary actions and discipline not involving a property right.

(b) Grievances do not apply to decisions of the City Council, employee classification and compensation determinations, or matters that are otherwise subject to statutory appeal or another process set forth in this Policy.

(c) Employees are encouraged to resolve concerns informally with their immediate supervisor whenever possible. If an issue cannot be resolved through the chain of command, the employee may proceed to the formal grievance process.

(d) Employees must use this grievance process before taking their complaint to any other forum.

(e) The number of days specified at any step of the grievance procedure may be extended by mutual agreement between the City Administrator and the grievant.

13.2 Grievance Procedure

(a) An employee must file a written grievance with the Human Resource Director within 10 calendar days of the issue giving rise to the grievance.

(1) The grievance will be heard by the employee's supervisor, department head, or the Human Resource Director (collectively referred to in this policy as the "Reviewer"), provided that person is not involved in the grievance and did not take part in prior informal resolution attempts.

(2) Written grievances shall contain the following information:

(A) Name of the employee;

(B) Date of the action or decision being grieved;

(C) Brief description of grievance;

(D) Requested resolution; and

(E) Employee's signature and date.

(3) A grievance shall not be considered if it is submitted after the 10-day deadline.

(b) Within 10 calendar days of receiving the grievance, the Reviewer will meet with the employee to discuss it ("Initial Meeting").

(c) Within 10 calendar days after the Initial Meeting, the Reviewer will issue a written decision and any proposed resolution.

(1) If the Reviewer cannot issue a written decision within 10 calendar days, they may extend the deadline by up to 5 additional calendar days but must notify the employee in writing of the extension.

(2) Absent extenuating circumstances, if the Reviewer does not issue a written decision within the required time, the employee may move to the next step in the grievance or appeal process.

(d) If the employee is not satisfied with the Reviewer's decision, they may file a written appeal to the City Administrator within 5 calendar days.

(1) The appeal will not be considered if it is submitted after the 5-day deadline.

(e) Within 10 calendar days of the appeal, the City Administrator will issue a written decision. The City Administrator may affirm, modify, or reverse the Reviewer's decision, or remand it back to the Reviewer for further review.

(1) If the City Administrator cannot issue a written decision within 10 calendar days, they may extend the deadline by up to 5 more calendar days, but must notify the employee in writing of the extension.

(f) The decision of the City Administrator will be final and is not subject to further appeal.

(1) If the City Administrator remands the grievance to the Reviewer, the Reviewer's new decision may be appealed to the City Administrator within 5 calendar days.

13.3 Administrative Appeal - Policy and Scope

(a) The goal of the appeals process is to afford employees an avenue to seek relief from discipline only in situations involving a protected "property right" under Utah law.

(b) For purposes of this policy, a "property right" exists when a statutory employee is terminated, suspended without pay for more than 2 days, or involuntarily transferred to a position with less pay, unless the action is due to a layoff or reorganization.

(1) A "statutory employee" is an employee with certain job protections under Utah law (Utah Code § 10-3-1105).

(c) Any appeals under this section will be heard by the Hearing Officer.

(1) The Hearing Officer will be appointed by the Mayor with the advice and consent of the City Council.

(2) The Hearing Officer shall be a person with experience in law, human resources, mediation or arbitration, or other relevant experience.

13.4 Administrative Appeal Procedure

(a) The employee must file a written notice of appeal with the City Recorder within 10 calendar days of receiving notice of a decision impacting a property right.

(1) Appeals not filed within this period will not be considered.

(b) After the employee files their appeal, the City Administrator shall schedule a meeting with the employee within 10 working days to give the employee the opportunity to discuss the discipline.

(1) The employee may waive their right tin writing to meet with the City Administrator.

(A) If the employee does not attend the scheduled meeting, they will be deemed as having waived their right to meet with the City Administrator.

(2) The City Administrator shall review the appeal and may discuss the reasons for the discipline with the department head, supervisor, and/or Human Resources.

(3) The City Administrator shall issue a written decision either upholding the discipline, revising the discipline, or revoking the discipline within a reasonable time.

(4) The employee may file a written notice of appeal of the City Administrator's decision with the City Recorder within five (5) working days of receiving the City Administrator's decision, if the decision impacts a property right.

(c) After the employee files their appeal, the Hearing Officer shall schedule a hearing within a reasonable time. The hearing shall be conducted in a manner that provides the employee a fair opportunity to be heard, consistent with due process and applicable law.

(1) The Hearing Officer may, with consent of both parties, determine the appeal based on written submissions without a formal hearing.

(2) The employee may (but is not required to) appear in person, be represented by counsel, present evidence, respond to the City's evidence, and confront any witnesses whose testimony is to be considered.

(3) The Hearing Officer shall determine whether the disciplinary action was supported by substantial evidence and imposed in accordance with applicable policies and procedures.

(d) Following the appeal hearing, the Hearing Officer shall issue a written decision with their findings as follows:

(1) The decision shall include written findings describing the evidence relied upon, with each finding supported by substantial evidence.

(2) The decision shall be certified by the City Recorder within 15 calendar days after the hearing, unless extended for good cause, but in no event longer than 60 calendar days, consistent with Utah Code § 10-3-1106.

(3) The Hearing Officer shall include the following certification language: "This decision is dated, issued, and certified to the City Recorder on this ___ day of __, 20."

(4) A record of the appeal hearing shall be preserved by the City in accordance with state records retention laws. Access to the record shall comply with GRAMA. Certain materials may be classified as protected or private under law.

(e) The ruling of the Hearing Officer shall be considered final. The final order may be reviewed by filing a petition for review in the Utah Court of Appeals within 30 calendar days, as provided in Utah Code § 10-3-1106.

(f) If the Hearing Officer finds in favor of the employee, the employee shall receive:

(1) the employee's salary for the period of time during which the employee was discharged or suspended without pay, less any amounts the employee earned from other employment during this period; or

(2) any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.

Section 14: Separation from Employment

14.1 Voluntary Resignation

(a) Employees are encouraged to provide written notice of resignation at least two (2) weeks in advance. Notice should be given to the employee's supervisor.

14.2 Job Abandonment

(a) An employee absent without notice or approval for three (3) consecutive workdays may be deemed to have abandoned their job and will be processed as a voluntary resignation.

14.3 Layoff / Reduction in Force (RIF)

(a) The City may reduce its workforce due to lack of funds, lack of work, or reorganization.

(b) In determining which employees to retain, the City will consider qualifications, performance, and operational needs. Seniority may be used as a tiebreaker where employees are otherwise similarly qualified.

(c) The City may, where practical, explore alternatives such as transfer, reassignment, or demotion to minimize layoffs.

14.4 Rehire and Service Credit

(a) Employees rehired within twelve (12) months of separation will receive credit for prior service (excluding the break in service) for purposes of benefits, leave accrual, and eligibility for reinstatement of previously accrued sick leave.

(b) Employees rehired after more than twelve (12) months will be treated as new hires, except where reinstatement of benefits is required by law.

(c) Service credit will not be reinstated for the period of the break in service.

Staff Report

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: August 14, 2026

Re: City Administrator Report for September 1, 2026, City Council Meeting

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1. The 2026 Annual ULCT conference will be in SLC on Tuesday & Wednesday, October 27-28. We will email you information so that you can reply if you want us to register you for the conference
2. The adopted budget and truth in taxation information has been forwarded to the Utah State Tax Commission, State Auditor, and Davis County to show compliance and enact the property tax increase.
3. I attended the Legislative Policy Committee meeting on Monday, Aug. 24th. Topics of the meeting included:
    a. Threatened legislation on property taxes and tax increases.
    b. Increase housing density through sweeping state law. Possibly reducing residential lots to 5,000 sq. ft.
    c. A requirement to have a detached ADU ordinance adopted by Oct. 1, 2026.
    d. Continued pressures for building inspection departments to speed up permit review and inspection schedules.
    e. Ongoing discussions on how to lower entry level home costs.
4. Regular meetings for the city hall/Hogan Park project design. We continue to refine the floor plan and functional layout of the building.
5. Assisting with FY26 Financial Audit as needed.

Council Reports
Directions to Staff

WOODS CROSS CITY

Sworn Statement Regarding Closed Meeting of City Council

Location: 1555 S. 800 W, Woods Cross City, UT 84087

STATE OF UTAH)

: § September 1, 2026

COUNTY OF DAVIS)

I, Ryan Westergard, hereby affirm as follows:

1. I am the Mayor of Woods Cross City and make the following averments based on personal knowledge. I presided at a duly noticed meeting of the Woods Cross City Council on September 1, 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.

WOODS CROSS CITY CORPORATE SEAL DAVIS COUNTY, UTAH

_____

Ryan Westergard, Mayor

Subscribed and sworn to before me this September 1, 2026

_____

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