



WOODS CROSS CITY COUNCIL AGENDA

Tuesday, September 15, 2026 • 6:30 pm– Council Chambers Woods Cross City Hall
This meeting will be held in person and via Zoom. You may access at <https://zoom.us/j/9358074960> or
go to zoom.us > 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

Invocation/Pledge

LARRABEE

1. REVIEW of AGENDA

MAYOR

2. CONSENT AGENDA ITEMS

- a. Ratify Cash Disbursements: 8/28/26 – 9/10/26 MAYOR
- b. Approve Meeting Minutes: 9/1/26 MAYOR
- c. Consideration to Adopt Ordinance 644 Granting Non-Exclusive Franchise to Qwest DBA Century Link Providing Terms and Conditions for Use of Public Ways CHRISTIANSEN
- d. Consideration to Approve Resolution 2026-1016 Authorizing Funding and Rewiring of PW Facility Electrical System to Allow the Generator to Power the Entire Building CHRISTIANSEN

3. PUBLIC COMMENT*

MAYOR

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

***Please join us in our commitment to civility:**

We strive act and speak with dignity, courtesy, and respect at all times.

4. PUBLIC HEARINGS w REQUESTED ACTION

- a. HEARING 1 – Condemnation of a Temporary Construction Easement within the Corporate Boundaries of Bountiful City for Public Improvement Purposes (Thalman Property) CHRISTIANSEN

Proposed Action: Consideration to Adopt Resolution 2026-1017 Authorizing Condemnation of a Temporary Construction Easement within the Corporate Boundaries of Bountiful City for Public Improvement Purposes (Thalman Property)

- b. HEARING 2 – Text Amendments Title 12, Zoning Ordinance, of the Woods Cross City Municipal Code, Amending Chapters 2, Definitions, and 28, Land Use and Supplementary Regulations, Adding Detached Accessory Dwelling Units (DADU) as a Permitted Use per S.B. 284, Which Created Utah Code §10-21-304, and Clarify Regulations Pertaining to Accessory Dwelling units (ADU) POOLE

Proposed Action: Consideration to Adopt Ordinance 645 Amending Title 12, Chapters 2, Definitions, and 28, Land Use and Supplementary Regulations, Adding Detached Accessory Dwelling Units (DADU) as a Permitted Use per S.B. 284, Which Created Utah Code § 10-21-304, and Clarify Regulations Pertaining to Accessory Dwelling Units (ADU)

5. ACTION ITEMS

- a. Consideration to Adopt Resolution 2026-1018 Creating Establishment of Local Building Authority, Articles of Incorporation, and By-Laws HADERLIE/JOHNSON

I certify that copies of the agenda for the Woods Cross City Council meeting to be held September 15, 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: September 10, 2026, /s/ Annette Hanson, Woods Cross City Recorder.

In compliance with the Americans with Disabilities Act, any individuals needing special accommodations or services during this meeting shall notify the City Recorder at (801) 677-1006 or AP@WoodsCross.gov at least 24 hours prior to the meeting.

6. DISCUSSION ITEMS

- a. City Hall Design

HADERLIE

7. STAFF REPORTS

- a. Community Development Report
b. Police Report
c. Public Works Report
d. City Manager Report
e. Finance Reports

POOLE
BIGELOW
CHRISTIANSEN
HADERLIE
HADERLIE

8. COUNCIL ITEMS

- 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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Consent Items

CASH DISBURSEMENTS

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

Report Criteria:

Report type: GL detail

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
27224	09/02/2026	M W MCARDLE	REFUND OP-FINAL BILL	01-11750	13.94-	4.2740.0.1
Total 27224:					13.94-	
27446	09/02/2026	KAVAN R NISGURITZER	REFUND OP-FINAL BILL	01-11750	57.79-	7.2130.0.9
Total 27446:					57.79-	
27586	09/02/2026	COURNTEY DURRANT	REFUND OP-FINAL BILL	01-11750	100.00-	12.6.1.64.0.4
Total 27586:					100.00-	
27818	09/02/2026	AARON ROSE-BATEMAN	REIMBURSE PURCHASE OF 9 V BATTERIES FOR PD SAFE	10-60-240	21.44-	062723
Total 27818:					21.44-	
27849	09/02/2026	MATTHEW ALTOMARI	REFUND OP-FINAL BILL	01-11750	57.83-	12.6611.0.3
Total 27849:					57.83-	
27879	09/02/2026	ZOZI DESIGNS	SUMMER RECREATION YEAR ROUND SHIRTS (9)	10-86-610	87.75-	2005
Total 27879:					87.75-	
27986	09/02/2026	ADAM JACOBS	REFUND OVERPAYMENT - FINAL BILL	01-11750	31.24-	54.5528.0.1
Total 27986:					31.24-	
28004	09/02/2026	HOLLY MATYI	REFUND OVERPAYMENT - FINAL BILL	01-11750	48.24-	14.4451.0.4
Total 28004:					48.24-	
28299	09/02/2026	LEE'S ACE HARDWARE	ACID TO CLEAN CHLORINATOR	51-40-610	35.96-	8731
Total 28299:					35.96-	
28343	09/02/2026	2279 FIELD CREST TRUST	REFUND OP-FINAL BILL	01-11750	100.00-	14.6644.0.5

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 28343:					100.00-	
28367	09/02/2026	RIGBY HOMEBUYERS LLC	REFUNDOP-FINAL BILL 1133 S 800 2 WOODS CROSS	01-11750	35.83-	6.1750.0.3
Total 28367:					35.83-	
28456	09/02/2026	PORTER FAMILY TRUST	REFUND OVERPAYMENT-FINAL BILL	01-11750	7.63-	4.1730.0.1
Total 28456:					7.63-	
28743	09/02/2026	GEORGE WIGGINS	REFUND OP-FINAL BILL	01-11750	25.00-	25.0260.0.2
Total 28743:					25.00-	
28757	09/02/2026	S LINK PLUS	REFUND OF BUSINESS LICENSE FEE-RELOCATED TO NSL	10-32-100	75.00-	021524
Total 28757:					75.00-	
28758	09/02/2026	SALT LAKE HOME BUYERS LLC	REFUND OP-FINAL BILL	01-11750	62.19-	12.2215.0.2
Total 28758:					62.19-	
28780	09/02/2026	ERIC FARNSWORTH	REFUND OP-FINAL BILL	01-11750	53.57-	7.0112.0.3
Total 28780:					53.57-	
28988	09/02/2026	ALFONSO & KARINA ARROYO	REFUND OP-FINAL BILL	01-11750	98.80-	3.1990.0.6
Total 28988:					98.80-	
29041	09/02/2026	CHASE CHRISTENSEN	REFUND OF HOME OCCUPATION APPLICATION FEE-WITHDRAWN	10-32-270	15.00-	05.09.2024
Total 29041:					15.00-	
29070	09/02/2026	BRITTANY COLEMAN	REFUND OVERPAYMENT-FINAL BILL	01-11750	64.09-	9.1910.0.6
Total 29070:					64.09-	
31871	09/02/2026	VLAMDELAY INDUSTRIES, LLC	REFUND LEASE DEPOSIT	10-21400	600.00-	06.29.26
31871	09/02/2026	VLAMDELAY INDUSTRIES, LLC	LESS NOV 25 UTILITIES PAID	01-11750	63.61	06.29.26

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 31871:					536.39-	
32083	09/03/2026	2279 FIELD CREST TRUST	REFUND OP-FINAL BILL	01-11750	100.00	14.6644.0.5
Total 32083:					100.00	
32084	09/03/2026	AARON ROSE-BATEMAN	REIMBURSE PURCHASE OF 9 V BATTERIES FOR PD SAFE	10-60-240	21.44	062723
Total 32084:					21.44	
32085	09/03/2026	ACE RECYCLING AND DISPOSAL	DOCUMENT DESTRUCTION THROUGH 8/31/26	10-51-250	152.78	1514451
32085	09/03/2026	ACE RECYCLING AND DISPOSAL	GREEN WASTE PICKUP	52-40-625	9,469.46	1514652
32085	09/03/2026	ACE RECYCLING AND DISPOSAL	RECYCLING PICK UP	52-40-624	15,160.64	1514652
32085	09/03/2026	ACE RECYCLING AND DISPOSAL	FIRST CAN PICK UP	52-40-620	18,316.35	1514652
32085	09/03/2026	ACE RECYCLING AND DISPOSAL	SECOND CAN PICK UP	52-40-620	1,228.73	1514652
32085	09/03/2026	ACE RECYCLING AND DISPOSAL	DUMPSTER RENTAL PROGRAM AUG 2026	52-40-622	660.00	1515181
32085	09/03/2026	ACE RECYCLING AND DISPOSAL	DUMPSTER PICKUP-CH, PW AND PARKS	52-40-622	1,625.27	1515182
Total 32085:					46,613.23	
32086	09/03/2026	ADAM JACOBS	REFUND OVERPAYMENT - FINAL BILL	01-11750	31.24	54.5528.0.1
Total 32086:					31.24	
32087	09/03/2026	ALFONSO & KARINA ARROYO	REFUND OP-FINAL BILL	01-11750	98.80	3.1990.0.6
Total 32087:					98.80	
32088	09/03/2026	ANAGO	CITY HALL CARPET CLEANING	10-51-260	1,531.00	40313
Total 32088:					1,531.00	
32089	09/03/2026	AXON ENTERPRISE, INC	ETHERNET CABLE	10-60-310	100.00	INUS547439
Total 32089:					100.00	
32090	09/03/2026	BRITTANY COLEMAN	REFUND OVERPAYMENT-FINAL BILL	01-11750	64.09	9.1910.0.6
Total 32090:					64.09	

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
32091	09/03/2026	CHASE CHRISTENSEN	REFUND OF HOME OCCUPATION APPLICATION FEE- WITHDRAWN	10-32-270	15.00	05.09.2024
Total 32091:					15.00	
32092	09/03/2026	COURTNEY DURRANT	REFUND OP-FINAL BILL	01-11750	100.00	12.6.1.64.0.4
Total 32092:					100.00	
32093	09/03/2026	CURTIS VLAM	REFUND LEASE DEPOSIT	10-21400	600.00	06.29.26
32093	09/03/2026	CURTIS VLAM	LESS NOV 25 UTILITIES PAID	01-11750	63.61-	06.29.26
Total 32093:					536.39	
32094	09/03/2026	DOG WASTE DEPOT	DOG WASTE ROLL BAGS 5 CASES	10-83-261	463.95	829423
Total 32094:					463.95	
32095	09/03/2026	EMINENT TECHNICAL SOLUTIONS	MONTHLY IT SUBSCRIPTION AND SUPPORT	10-46-310	5,330.55	EM-1462
Total 32095:					5,330.55	
32096	09/03/2026	ENCODE PLUS	ADDITION OF TRANSPORTATION MASTER PLAN	10-43-310	22.00	3651
Total 32096:					22.00	
32097	09/03/2026	ERIC FARNSWORTH	REFUND OP-FINAL BILL	01-11750	53.57	7.0112.0.3
Total 32097:					53.57	
32098	09/03/2026	FREEDOM MAILING SERVICES INC	BILL PROCESSING (2290)	51-40-620	1,648.80	53698
32098	09/03/2026	FREEDOM MAILING SERVICES INC	FOLDING & INSERTING NEWSLETTER (2290)	10-43-610	36.64	53698
32098	09/03/2026	FREEDOM MAILING SERVICES INC	FALL CLEAN UP INSERTS (2290)	52-40-622	36.64	53698
Total 32098:					1,722.08	
32099	09/03/2026	GEORGE WIGGINS	REFUND OP-FINAL BILL	01-11750	25.00	25.0260.0.2
Total 32099:					25.00	
32100	09/03/2026	HOLLY MATYI	REFUND OVERPAYMENT - FINAL BILL	01-11750	48.24	14.4451.0.4

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 32100:					48.24	
32101	09/03/2026	INTERMOUNTAIN TRAFFIC SAFETY	NO PARKING SIGNS 525 W by HIGH SCHOOL	10-71-410	18.39	62325
32101	09/03/2026	INTERMOUNTAIN TRAFFIC SAFETY	STREET SIGNS SUPPLIES	10-71-410	501.06	62326
Total 32101:					519.45	
32102	09/03/2026	INTERSTATE BATTERIES	RADAR SPEED SIGN BATTERY	10-71-410	59.70	110781159
Total 32102:					59.70	
32103	09/03/2026	KAVAN R NISGURITZER	REFUND OP-FINAL BILL	01-11750	57.79	7.2130.0.9
Total 32103:					57.79	
32104	09/03/2026	LAKEVIEW ASPHALT PRODUCTS INC	ASPHALT PATCH SORRENTO DRIVE	21-40-410	165.20	17158
32104	09/03/2026	LAKEVIEW ASPHALT PRODUCTS INC	ASPHALT PATCH 525 SOUTH	21-40-410	251.44	17178
32104	09/03/2026	LAKEVIEW ASPHALT PRODUCTS INC	ASPHALT PATCH 2185 S	21-40-410	111.44	17238
Total 32104:					528.08	
32105	09/03/2026	LAKEVIEW ROCK PRODUCTS	RESTOCK ROAD BASE FOR WATER LEAKS	21-40-410	1,411.22	448657
Total 32105:					1,411.22	
32106	09/03/2026	LAYTON CITY CORP.	DC STORM WATER COALITION ANNUAL DUES	56-40-620	2,188.00	2026DCSWC
Total 32106:					2,188.00	
32107	09/03/2026	LINDE GAS & EQUIPMENT INC.	ACETYLENE	10-79-260	230.85	58575485
Total 32107:					230.85	
32108	09/03/2026	LUIS MEDINA	RESTITUTION OWED DEFENDANT C#255301177	10-35-100	200.00	255301177
Total 32108:					200.00	
32109	09/03/2026	M W MCARDLE	REFUND OP-FINAL BILL	01-11750	13.94	4.2740.0.1

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 32109:					13.94	
32110	09/03/2026	MATTHEW ALTOMARI	REFUND OP-FINAL BILL	01-11750	57.83	12.6611.0.3
Total 32110:					57.83	
32111	09/03/2026	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	10-43-240	70.52	4800193540
32111	09/03/2026	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	10-43-240	3.54	4800196990
32111	09/03/2026	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	10-43-240	47.47	4804035500
Total 32111:					121.53	
32112	09/03/2026	PLAYSPACE DESIGNS	PLAYGROUND SOFTFALL BARK	10-83-261	4,200.00	14297
Total 32112:					4,200.00	
32113	09/03/2026	POINT S TIRE & AUTO SERVICE	PARKS TRAILER TIRE REPLACEMENT	10-83-250	138.00	0196780
Total 32113:					138.00	
32114	09/03/2026	PORTER FAMILY TRUST	REFUND OVERPAYMENT-FINAL BILL	01-11750	7.63	4.1730.0.1
Total 32114:					7.63	
32115	09/03/2026	RAD WOMEN OF UTAH ASSOCIATION	RAD SUMMER REC CLASS 6 2-5 2026 - 11 STUDENTS	10-86-610	495.00	110
Total 32115:					495.00	
32116	09/03/2026	RIGBY HOMEBUYERS LLC	REFUNDOP-FINAL BILL 1133 S 800 2 WOODS CROSS	01-11750	35.83	6.1750.0.3
Total 32116:					35.83	
32117	09/03/2026	ROCKY MOUNTAIN POWER	STREET LIGHT REPAIRS 2250 S, 2125 S, 2075 S	10-47-250	307.62	41735366-06
32117	09/03/2026	ROCKY MOUNTAIN POWER	UPGRADE 770 S 800 W TO INCREASE LIGHTING	10-47-250	288.54	41735366-06
32117	09/03/2026	ROCKY MOUNTAIN POWER	STREET LIGHT POWER	10-47-270	3,105.88	4173566-001
32117	09/03/2026	ROCKY MOUNTAIN POWER	CITY HALL POWER	10-51-270	1,679.85	4173566-001
32117	09/03/2026	ROCKY MOUNTAIN POWER	SHOPS ELECTRIC POWER	10-79-270	1,588.85	4173566-001
32117	09/03/2026	ROCKY MOUNTAIN POWER	PARKS ELECTRIC POWER	10-83-270	418.99	4173566-001
32117	09/03/2026	ROCKY MOUNTAIN POWER	WATER ELECTRIC POWER	51-40-270	6,080.05	4173566-001

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 32117:					13,469.78	
32118	09/03/2026	S LINK PLUS	REFUND OF BUSINESS LICENSE FEE-RELOCATED TO NSL	10-32-100	75.00	021524
Total 32118:					75.00	
32119	09/03/2026	SALT LAKE HOME BUYERS LLC	REFUND OP-FINAL BILL	01-11750	62.19	12.2215.0.2
Total 32119:					62.19	
32120	09/03/2026	SPRINKLER SUPPLY CO. INC	RESTOCK PARKS SPRINKLERS/PARTS	10-83-261	599.23	XT7059
Total 32120:					599.23	
32121	09/03/2026	STEP SAVER INC	CHLORINATION SALT	51-40-610	200.06	553722
32121	09/03/2026	STEP SAVER INC	LESS SALES TAX	51-40-610	11.96-	553722
Total 32121:					188.10	
32122	09/03/2026	TERRACON CONSULTANTS INC	GEOTECH ENGINEERING NEW CITY HALL	46-40-720	11,299.53	21786
Total 32122:					11,299.53	
32123	09/03/2026	UTAH DEPT OF TRANSPORTATION	ACCT 56071 14T - 1100 W RD WIDENING PROJECT 7/26 BILLING	21-40-737	1,489.81	RE 266*434
Total 32123:					1,489.81	
32124	09/03/2026	Utah Dept Workforce Services	Unemployment-K. Hill	10-71-110	330.60	R 2-910362-
32124	09/03/2026	Utah Dept Workforce Services	Unemployment-K. Hill	10-83-110	330.60	R 2-910362-
32124	09/03/2026	Utah Dept Workforce Services	Unemployment-K. Hill	51-40-110	1,322.40	R 2-910362-
32124	09/03/2026	Utah Dept Workforce Services	Unemployment-K. Hill	52-40-110	110.20	R 2-910362-
32124	09/03/2026	Utah Dept Workforce Services	Unemployment-K. Hill	56-40-110	110.20	R 2-910362-
Total 32124:					2,204.00	
32125	09/03/2026	UTAH STATE TREASURER	FINE OWING TO STATE	10-35-100	11,121.82	08.2026
Total 32125:					11,121.82	
32126	09/03/2026	VANGUARD CLEANING SYSTEMS OF UTAH	CITY HALL JANITORIAL SERVICES - 9/26	10-51-620	702.00	45577

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
32126	09/03/2026	VANGUARD CLEANING SYSTEMS OF UTAH	PW BUILDING JANITORIAL SERVICES 9/26	10-79-260	618.00	45577
Total 32126:					1,320.00	
32127	09/03/2026	ZOZI DESIGNS	SUMMER RECREATION YEAR ROUND SHIRTS (9)	10-86-610	87.75	2005
Total 32127:					87.75	
32128	09/08/2026	INTERMOUNTAIN SALES OF DENVER	VAC TRAILER- Reolution 2026-2012A	61-70-510	114,798.99	33955
Total 32128:					114,798.99	
32132	09/10/2026	BEACON CODE CONSULTANTS	BUILDING INSPECTIONS AND PLAN REVIEWS AUG 2026	10-63-310	9,540.00	06042849
Total 32132:					9,540.00	
32133	09/10/2026	BIG BRAND TIRE & SERVICE	PD VN 14506 MAINTENANCE	10-60-251	75.65	3441-100915
32133	09/10/2026	BIG BRAND TIRE & SERVICE	LESS SALES TAX	10-60-251	5.11-	3441-100915
32133	09/10/2026	BIG BRAND TIRE & SERVICE	PD VN 06685 MAINTENANCE	10-60-251	75.65	3441-101006
32133	09/10/2026	BIG BRAND TIRE & SERVICE	LESS SALES TAX	10-60-251	5.11-	3441-101006
32133	09/10/2026	BIG BRAND TIRE & SERVICE	PD VN 73002 MAINTENANCE	10-60-251	77.11	3441-101570
32133	09/10/2026	BIG BRAND TIRE & SERVICE	LESS SALES TAX	10-60-251	5.21-	3441-101570
Total 32133:					212.98	
32134	09/10/2026	CANON USA INC	CONTRACT 2737990 SN 3BN01942-COPIER/COPIES 8.31.26	10-51-250	126.35	6017197073
Total 32134:					126.35	
32135	09/10/2026	CHEMTECH-FORD LLC	3RD QTR ROUTINE WATER SAMPLE ANALYSIS	51-40-310	750.00	26H2240
Total 32135:					750.00	
32136	09/10/2026	DOG WASTE DEPOT	A1 DRAIN DOG WASTE CAN LINERS	10-83-263	96.99	830964
Total 32136:					96.99	
32137	09/10/2026	EMINENT TECHNICAL SOLUTIONS	MONTHLY PHONE SERVICE BILL- AUG 2026	10-51-280	811.80	EM-1527
Total 32137:					811.80	

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
32138	09/10/2026	ENBRIDGE GAS	1555 S 800 W Natural Gas Heat	10-51-270	33.81	191791000 0
32138	09/10/2026	ENBRIDGE GAS	2287 S 1200 W Natural Gas Heat	10-79-270	20.67	3969368222
32138	09/10/2026	ENBRIDGE GAS	2287 S 1200 W Natural Gas Heat - NEW	10-79-270	59.34	838055000 0
Total 32138:					113.82	
32139	09/10/2026	ENTERPRISE FM TRUST	26PXSF EQUINOX LEASE	61-80-151	562.58	608175-0903
32139	09/10/2026	ENTERPRISE FM TRUST	276MZ3 PW SILVERADO 3500	61-80-171	920.05	608175-0903
32139	09/10/2026	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-171	147.51	608175-0903
32139	09/10/2026	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-183	147.51	608175-0903
32139	09/10/2026	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-510	295.01	608175-0903
32139	09/10/2026	ENTERPRISE FM TRUST	26QM4C PW SILVERADO LEASE	61-80-560	295.01	608175-0903
32139	09/10/2026	ENTERPRISE FM TRUST	276N29 PW LEASE SILVERADO 2500	61-80-183	971.30	608175-0903
32139	09/10/2026	ENTERPRISE FM TRUST	26VDS7 PW SILVERADO 3500 LEASE	61-80-183	805.48	608175-0903
32139	09/10/2026	ENTERPRISE FM TRUST	26QM4K PW 1500 SILVERADO LEASE	61-80-510	861.55	608175-0903
Total 32139:					5,006.00	
32140	09/10/2026	FERGUSON ENTERPRISES LLC	BLUE STAKES SUPPLIES - MARKING PAINT	51-40-250	372.96	0317504
32140	09/10/2026	FERGUSON ENTERPRISES LLC	BLUE STAKES SUPPLIES - MARKING PAINT	56-40-250	279.72	0317504
32140	09/10/2026	FERGUSON ENTERPRISES LLC	BLUE STAKES SUPPLIES - MARKING PAINT	51-40-250	186.48	0318084
32140	09/10/2026	FERGUSON ENTERPRISES LLC	BLUE STAKES SUPPLIES - MARKING PAINT	51-40-250	186.48	CMC317504
Total 32140:					652.68	
32141	09/10/2026	GENCOMM	COUNCIL ROOM A/V TROUBLESHOOTING - NO VIDEO	10-51-260	300.00	8884
Total 32141:					300.00	
32142	09/10/2026	HEATH ENGINEERING COMPANY	WELL 4 GENERATOR ELECTRICAL REDESIGN	51-40-310	1,025.00	41942
32142	09/10/2026	HEATH ENGINEERING COMPANY	WELL 4 GENERATOR ELECTRICAL REDESIGN	10-79-260	1,025.00	41942
Total 32142:					2,050.00	
32143	09/10/2026	HOSE & RUBBER SUPPLY	VAC TRAILER PARTS - PRESSURE WASHER HOSE REEL	51-40-250	101.00	02244573
Total 32143:					101.00	
32144	09/10/2026	JUB ENGINEERS, INC	55-21-00800 2021 DEVELOPMENT REVIEWS - AUDREY SUBDIVISION INSPECTION	10-47-310	255.00	199502
32144	09/10/2026	JUB ENGINEERS, INC	55-23-16000 WELL#3 REHAB - DESIGN AND CONST MGMT	51-61-702	30,636.30	199503
32144	09/10/2026	JUB ENGINEERS, INC	55-25-00800 2025 DEV REVIEWS - WAREHOUSES AT 999 SITE			

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
32144	09/10/2026	JUB ENGINEERS, INC	PLAN REVIEW	10-47-310	787.80	199508
			55-25-03300 UTA DOUBLE TRACK REVIEW MTGS (06/28/26-08/01/26)	21-13220	1,610.52	199509
32144	09/10/2026	JUB ENGINEERS, INC	55-25-04900 1500 S TANK #2 - REBID, REDESIGN, EASEMENT WORK	51-61-703	33,737.31	199510
32144	09/10/2026	JUB ENGINEERS, INC	RP-25-00270 A-2 DRAIN PROJ MGMT	56-40-310	1,611.30	199511
32144	09/10/2026	JUB ENGINEERS, INC	RP-25-00364 2026 SUBSIDENCE MGMT	25-40-311	585.40	199512
32144	09/10/2026	JUB ENGINEERS, INC	RP-26-00017 2026 DEV REVIEWS - CROSS RDS/INTMTN	10-47-310	1,462.50	199513
32144	09/10/2026	JUB ENGINEERS, INC	SALES/FISHER/UTA/HOLLY/BRAGG CRANE			
32144	09/10/2026	JUB ENGINEERS, INC	RP-26-00084 2026 STREET MILL/OVERLAY COORDINATION AND INSPECTIONS	21-40-310	2,349.71	199518
32144	09/10/2026	JUB ENGINEERS, INC	RP-26-00841 WATER IFFP UPDATE	53-40-310	5,468.00	199520
32144	09/10/2026	JUB ENGINEERS, INC	RP-26-00967 LCRI LEAD INVENTORY PHASE 2 PREP FOR MAILERS AND PLAN	51-40-310	2,597.80	199521
Total 32144:					81,101.64	
32145	09/10/2026	LAKEVIEW ASPHALT PRODUCTS INC	ASPHALT PATCH 1500 S	21-40-410	86.24	17277
Total 32145:					86.24	
32146	09/10/2026	LAKEVIEW ROCK PRODUCTS	RESTOCK ROADBASE	21-40-410	1,037.79	447280
Total 32146:					1,037.79	
32147	09/10/2026	LOWES	SAFETY SHIRT - SETH	56-40-610	20.42	950430
Total 32147:					20.42	
32148	09/10/2026	NAPA AUTO PARTS	PW SHOP - DEGREASER SPRAY/FUEL STABILIZER	10-79-260	21.33	436855
Total 32148:					21.33	
32149	09/10/2026	ODP BUSINESS SOLUTIONS LLC	OFFICE SUPPLIES	10-43-240	31.49	4804187190
Total 32149:					31.49	
32150	09/10/2026	POINT S TIRE & AUTO SERVICE	PW3 VN 58303 OIL CHANGE/TIRE ROTATION	51-40-250	113.90	0197421
Total 32150:					113.90	
32151	09/10/2026	RED HANGER	CLEAN POLICE DEPT UNIFORMS-CLOSING DATE 9.1.26	10-60-450	93.25	YD46989 09.

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 32151:					93.25	
32152	09/10/2026	SKAGGS COMPANY INC	FURNISH UNIFORM	10-60-450	687.00	450_A_3589
32152	09/10/2026	SKAGGS COMPANY INC	SCHULTZ UNIFORM	10-60-450	80.00	450_A_3600
32152	09/10/2026	SKAGGS COMPANY INC	FURNISH UNIFORM	10-60-450	161.73	450_A_3610
32152	09/10/2026	SKAGGS COMPANY INC	KNAPP UNIFORM	10-60-450	114.97	450_A_3613
32152	09/10/2026	SKAGGS COMPANY INC	JONES UNIFORM	10-60-450	85.99	450_A_3615
32152	09/10/2026	SKAGGS COMPANY INC	JONES UNIFORM	10-60-450	339.24	450_A_3615
Total 32152:					1,468.93	
32153	09/10/2026	STEP SAVER INC	CHLORINATION SALT	51-40-610	224.01	UT144664
Total 32153:					224.01	
32154	09/10/2026	TERRACON CONSULTANTS INC	GEOTECH STUDY - WELL 3 - WELL BUILDING DESIGN	51-61-702	4,500.00	32926
Total 32154:					4,500.00	
32155	09/10/2026	UTAH FUEL NETWORK	COMMUNITY SERVICES AUG 2026 FUEL	10-86-252	69.02	F2702E0104
32155	09/10/2026	UTAH FUEL NETWORK	ADMINISTRATION AUG 2026 FUEL	10-43-252	133.07	F2702E0104
32155	09/10/2026	UTAH FUEL NETWORK	COMMUNITY DEVELOPMENT AUG 2026 FUEL	10-57-252	5.23	F2702E0104
32155	09/10/2026	UTAH FUEL NETWORK	PARKS AUG 2026 FUEL	10-83-252	1,209.22	F2702E0104
32155	09/10/2026	UTAH FUEL NETWORK	POLICE AUG 2026 FUEL	10-60-252	5,907.38	F2702E0104
32155	09/10/2026	UTAH FUEL NETWORK	STREETS AUG 2026 FUEL	10-71-252	810.96	F2702E0104
32155	09/10/2026	UTAH FUEL NETWORK	WATER AUG 2026 FUEL	51-40-252	1,328.23	F2702E0104
Total 32155:					9,452.65	
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - GARBAGE COLLECTION JULY 2026	52-40-621	30,266.20	90875
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - GREEN WASTE COLLECTION JULY 2026	52-40-625	3,382.00	90875
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - CLEANUP WASTE	52-40-622	15.00	90903
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - CLEANUP WASTE	52-40-622	165.00	90937
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - CLEANUP WASTE	52-40-622	342.90	91270
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - CLEANUP WASTE	52-40-622	418.20	91278
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - CLEANUP WASTE	52-40-622	34.50	91363
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - CLEANUP WASTE	52-40-622	133.80	91429
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - CLEANUP WASTE	52-40-622	89.10	91442
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - CLEANUP WASTE	52-40-622	30.00	91691
32156	09/10/2026	WASATCH INTEGRATED WASTE	TIP FEE - CLEANUP WASTE	52-40-622	37.80	92177

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
32156	09/10/2026	WASATCH INTEGRATED WASTE	DIVERSION INCENTIVE	52-37-150	5,869.36-	ARPKT0391
Total 32156:					29,045.14	
32157	09/10/2026	ZIONS BANK CORPORATE TRUST	TRUST SERVICES - ADDL DD SLGS ACCT	41-11611	11,462.49	090926
Total 32157:					11,462.49	
9102601	09/10/2026	UTAH LOCAL GOVERNMENT TRUST	MONTHLY WC PREMIUM	10-22430	4,113.12	M1628984
Total 9102601:					4,113.12	
Grand Totals:					384,863.96	

WOODS CROSS CITY COUNCIL MEETING SEPTEMBER 1, 2026

The Woods Cross City Council held a meeting on September 1, 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
Cass Hart, Risk Management/HR Director

Annette Hanson, City Recorder
Jim Bigelow, Police Chief
Tara Kinser, Parks Manager
Brian Passey, Finance Director

PUBLIC ATTENDANCE:

LeGrande Blackley	Lee Ann Hansen	Michael Miller
Don Shcrader	Lois Schrader	Isa Perry
Dennis Hooper	Richelle Lloyd	Becky Gale
Kendalyn Harris	Kaylene Titcomb	Selena Tilley

Madeleine Johnson
Danny Hammon
Josh Child

INVOCATION/PLEDGE:

Ryan Westergard

SWEARING IN OF 2026 YOUTH CITY COUNCIL

The Mayor noted the members of the Youth City Council were sworn in to serve on the Youth City Council for the upcoming year. He said they are the future leaders of our city and it will be great to have them serving in our community.

SWEARING IN OF 2026 YOUTH CITY COUNCIL LEADERSHIP

Mayor	Jayden Dyreng	Fundraising	Ireana Harper
Deputy Mayor	Lincoln Lloyd		Ethan Garaycochea
Recorder	Tessa Lloyd	Historians	Brooklyn Anderson
Events	Camden Stowell		Ainsley Hickenlooper
	Samuel Rasmussen	Communication	Mary Keeler
	Zoe Molino	Service Coordinator	Breann Gale
		Grant Ambassador	Sammie Varney

The Mayor and Council said they were very excited to work with the new members of the Youth City Council and said how much they appreciate their service.

DAVIS COUNTY HEALTH DEPARTMENT-DAVIS LINKS

The Mayor introduced Ms. Isa Perry who gave information to the City Council regarding a program called Davis Links. Ms. Perry explained that Davis Links is a service that connects everyone in Davis County to

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essential resources and services, helping to close the gap between needs and available support. She explained that their vision is a community where everyone is connected, supported, and empowered to achieve well-being through a trusted network of care. Service categories include Basic Needs, Health & Wellness, Financial Stability, Education & Youth, Family & Relationships, Justice & Legal, Community & Enrichment, Crisis & Emergency. Services can be accessed by going to davislinks.org or by dialing 211 for help. She said they are trying to get the information out to the public so these services can be utilized.

The Mayor and Council thanked Ms. Perry for her time and said this will be a very beneficial program for Davis County.

CONSENT AGENDA ITEMS

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

The Council noted they would like to move the item on the consent agenda outlining a letter of support increasing sales tax for the 5th of the 5th. The Mayor explained this tax increase it is intended to .2% to be there to help fund transportation and transit. He said he went to an information session the county held that all of the Mayors were invited to attend where he received information. He said several cities have already jumped on board. He said the tax does not apply to all items sold such as food.

The Council said they would like to discuss this further, so Council Member Jones made a motion to move this item to the action/discussion portion of the meeting, with Council Member Checketts seconding the motion and all voted in favor of the motion through a roll call vote.

CONSIDERATION TO APPROVE MINUTES

The minutes were approved as written through the consent agenda.

RATIFY CASH DISBURSEMENTS

The Council ratified the cash disbursements for 8/14/26-8/27/26 through the consent agenda.

CONSIDERATION TO ADOPT RESOLUTION 2026-1012 AUTHORIZING DRAW #5 FROM THE EXCISE TAX ROAD REVENUE BONDS, SERIES 2022

The Mayor noted the Finance Director had given information to the Council asking that the City reimburse itself for road project expenditures incurred during the period beginning February 2026 in the amount of \$140,775, payable from the remaining 2022 Road Bond Funds.

Resolution 2026-1012 authorizing Draw #5 from the Excise Tax Road Revenue Bonds, Series 2022 was adopted through the consent agenda.

CONSIDERATION TO ADOPT RESOLUTION 2026-1013 AUTHORIZING SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS WITH JUB ENGINEERS RELATED TO WEST LEGACY TRAIL PROJECT

Information from the Public Works Director noted that invoice credits of \$52,000 will be applied to future JUB invoices for a settlement agreement, and the lump sum of \$28,000 will be receipted into the RAP Tax in the West Legacy Trail fund JUB 24-29-120.

Resolution 2026-1013 authorizing settlement agreement and release of claims with JUB Engineers related to West Legacy Trail Project was adopted through the consent agenda.

CONSIDERATION TO ADOPT ORDINANCE 643 AUTHORIZING TITLE CHANGE FROM “CITY ADMINISTRATOR” TO “CITY MANAGER” IN THE WOODS CROSS MUNICIPAL CODE

Information was given by the City Administrator noting this would be a change in title only and more accurately describes the responsibilities already assigned to the position. It was noted City Code already establishes the position as the office of City Manager but is referred to throughout code as the City Administrator. This change would also align 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.

Ordinance 643 authorizing title change from “City Administrator” to “City Manager” in the Woods Cross Municipal Code was adopted through the consent agenda.

CONSIDERATION TO ADOPT RESOLUTION 2026-1014 AUTHORIZING PUBLIC DEFENDER CONTRACT AMENDMENT

The City Manager noted that 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 case assigned. He said the amendment would separately recognize the additional work required for appeals and trials. Resolution 2026-1014 authorizing public defender contract amendment was adopted through the consent agenda.

PUBLIC COMMENT The Mayor then opened the meeting for public comments.

Mr. Dennis Hooper, a Woods Cross resident, addressed the Council. He expressed support for the Youth City Council and noted that two of his children had participated in the program.

Mr. Hooper then discussed public comments he had made during the Truth-in-Taxation hearing and at a previous City Council meeting. He stated that, following those comments, his supervisor at the State of Utah received an anonymous email alleging that Mr. Hooper had represented himself as speaking on behalf of the State in an effort to lend credibility to his comments. Mr. Hooper clarified that his comments were made solely in his personal capacity and did not represent the State of Utah. Mr. Hooper expressed concern that the anonymous communication had been sent through the State system and said he perceived it as retaliation for his public comments, possibly related to the August 18 City Council meeting.

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He stated that he did not want Woods Cross City to become a place where residents felt they could be retaliated against for expressing personal opinions during public comments.

Mr. Danny Hammond, of the Young Automotive Group, addressed the Council and thanked Woods Cross for their business partnership. He said they sell a lot of vehicles in the city and they appreciated the partnership. He said he also wanted the Council to know they also offer other services which include state contracted autobody repairs. He said they give the first priority to state vehicles so they can get the city employee vehicles back to them quickly. He said they have a dealer contract with fire trucks, and they can help set them up to save money. He said they will also be able to service them with their service centers in Kaysville. He also said they are doing upfitting on public works, police, and fire vehicles and they will do it at the lowest costs possible. He said they are trying to expand their services and wanted to let the city know what they had to offer.

Lee Ann Hansen addressed the Council saying she is still unhappy about the bond that was passed a few weeks ago. She said she felt like the City Council approached it as a sales pitch to the city and they weren't objective. She said she felt like everyone on the Council had already made their decision. She said she wished the City Council was a little more objective making up their mind going through Truth-in-Taxation and she felt the views that were expressed from the citizens were not taken into consideration. She said she felt like the Council should have been more objective.

Michelle Beal addressed the Council and said she was wondering if the new city building is needed. She said she wondered why there needs to be a new building because no one is ever in the building working and wanted to know what the business hours were. She said she was wondering why the city was not taking advantage of the public works building and using it. She expressed she felt no one ever there either. The staff business hours of Monday through Thursday from 7:30 AM to 5:30 were given to Ms. Beal.

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

DRAFT OF NEW EMPLOYEE POLICY MANUAL

The Mayor gave the floor to Cassandra Hart who is the HR/Risk Management Director for the city. She noted she had been working on updating the employee policy manual for the Council's review. She said the previous Personnel Policies and Procedures Manual was last updated in 2020. She said 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. She said the updated Employee Policy Manual was developed by attorneys affiliated with Utah Local Government Trust and heavily reviewed and revised by senior staff.

Following the information given by Ms. Hart, the Council discussed some of the items in the updated policy manual and suggested items they would like to have looked at closer before finalizing the manual.

Staff said they would look at changes recommended and bring back a final draft for the Council to review.

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CONSIDERATION TO ADOPT RESOLUTION 2026-1015 AUTHORIZING PURCHASE OF STAND-ON AERATOR FOR PARKS DEPARTMENT

The Mayor gave the floor to the Parks Manager, Ms. Tara Kinser. She noted the staff is proposing using funds from the RAP tax to purchase a stand-on Aerator. It was noted the RAP Tax fund has an available, uncommitted budget balance of \$385,000 after comparing FY 27 revenue and expenses. She said 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. She said this equipment will help protect the City's investment in recreational facilities while advancing the public benefit goals of the RAP Tax program.

The Parks Manager noted the parks department has two pieces of equipment they use to aerate. The first one connects to a tractor and does larger areas. The second is a stand-on machine which can be more efficient and allows quick service to all areas in the city from smaller parks to large sports fields. It also allows the person operating the machine to clearly see in front of them, helping to greatly avoid sprinkler head damage.

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

The Council reviewed the information presented and asked a few questions on how the equipment is operated. The Parks Manager answered the questions the Council had regarding this new equipment. The Parks Manager noted the proposed new equipment would make it much quicker to get the work done. Council Member Checketts asked if there is updated equipment that could be purchased to replace the pull behind aerator. Ms. Kinser said there is newer equipment that could replace the old pull behind aerator. Council Member Checketts said she is concerned about safety using outdated equipment and would like Ms. Kinser to look into how much it would cost to replace that piece of older equipment.

Council Member Larrabee asked how often the fields are aerated and Ms. Kinser said at least two times a year and she would prefer three times to be more effective in making the parks look better.

There were no further questions or discussion, and Council Member Checketts made a motion to adopt resolution 2026-1015 authorizing the purchase for the stand on aerator for the parks department. Council Member Grover seconded the motion, and all voted in favor of the motion through a roll call vote.

CONSIDERATION TO ADOPT RESOLUTION 2025-1016 AUTHORIZING PURCHASE OF BACKUP GENERATOR FOR PUBLIC WORKS BUILDING

The Public Works Director noted this item was not for the purchase of a backup generator for the public works building but was to approve funding and rewiring of the public works facility electrical system to allow the generator to be wired to power the entire building.

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The Council decided to table this item to get the correct language of rewiring the public works facility electrical system to allow the generator to power the entire building instead of it reading the purchase of backup generator for public works building.

Council Member Peterson made a motion to table this item for a future meeting so the correct language can be added and that it will be brought back for the Council's consideration to the meeting that would be held on September 15, 2026. Council Member Larrabee seconded the motion, and all voted in favor of the motion through a roll call vote.

CONSIDERATION TO AUTHORIZE A LETTER OF SUPPORT TO THE DAVIS COUNTY COMMISSIONERS RELATED TO THE 5TH OF THE 5TH SALES TAX LEVY

This item was moved to be a discussion item from the consent agenda.

Mayor Westergard noted he 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 went over this item with the Council reading through what the Wasatch Regional Council said regarding this tax. He noted this is an opportunity for the Council to give authorization to submit a letter of support to the Davis County Commission, asking them to adopt the 0.20% "5th of the 5th" Local Options Sales and Use Tax. The Mayor noted Woods Cross City would get a portion of this sales tax of .05% which other cities also receive, and .05% goes to the county. The Mayor noted the county piece can be used for transportation and public safety. He explained further how this tax levy could be distributed and how decisions can be made on how funds can be used and where they can be directed. He said there is a .01% of funds where there is flexibility for the next three years and the county legislative body can choose where to use this part of the funds.

Following the information given by the Mayor, Council Member Jones made a motion to authorize a letter of support to the Davis County Commissioner related to the 5th of the 5th Sales Tax Levy. Commissioner Peterson seconded the motion, and all voted in favor of the motion through a roll call vote.

DIRECTION OF PLACEMENT LOCATIONS FOR PEDESTRIAN FLASHING SIGNS

The Mayor gave the floor to the Public Works Director who noted that During the FY 27 Budget discussion on July 7th Council meeting the Council approved \$30,000 for Pedestrian Crossing Flasher signs on 800 W. He noted the Council expressed a desire to direct staff on placement, possibly on roads other than 800 W and explained flasher signs can also be installed at school crosswalks and can be activated outside of the school zone hours.

The Public Works Director said there are three additional flashing signs that are being considered to be placed at school crosswalks that are already painted pedestrian or school crossings. He noted the signs are buttoned operated and would flash for period of time for a crossing.

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The Council discussed several possible sign locations and determined that 675 West 1500 South would be an appropriate location for a flashing sign. The Council also identified 625 West 1950 South and 1450 West 1500 South as additional areas where signs are needed.

The Council discussed 770 South 800 West as another possible location for an additional flashing sign.

The Public Works Director said he would look into pricing for signs for that area and come back with that information for the Council.

CITY MANAGER REPORT

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 included:
 - a. Threatened legislation on property taxes and tax increases.
 - b. Increase housing density via 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.

The City Manager said there were a few items that came up after his report was submitted, one being West Bountiful annexation. The Mayor and Council said they would like the City Manager to let West Bountiful City know Woods Cross city's concerns and some of the opposition staff have from previous meetings with West Bountiful City.

He said the other item is for the future bonds for the city hall. He said Zion's Bank put information together for the bonds and there had been an RFP with four bids being reviewed. He said that after looking at all four bids that Farnsworth/Johnson is the one that had the best price.

QUESTIONS/DIRECTION TO CITY ADMINISTRATOR/MANAGER OR STAFF

Council Member Grover noted there is a pothole near the high school that needs to be fixed. It was noted that pothole in question was on a private road next to the Seminary building on school property and the school district would need to be contacted about fixing it.

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The Mayor noted on the road on 1450 W between 2350 S and 2400 S there were going to be some major problems that also need fixing and they should be addressed.

Council Member Checketts said there needed to be some further discussion on water projects that were being proposed.

COUNCIL REPORTS

Council Member Larrabee said there is going to be an RCon meeting that was going to be held for those in the solid waste industry and he would be attending that meeting at the end of the month.

CLOSED SESSION WITH POSSIBLE RETURN TO OPEN SESSION AND ACTION

At 9:19 P.M. Council Member Jones made a motion to go into closed session pursuant to state code, with Council Member Peterson seconding the motion with Council Members Jones, Grover, Peterson, Checketts, and Larrabee all voting in favor of the motion through a roll call vote.

ADJOURNMENT

There being no further business before the City Council, Council Member Grover made a motion to adjourn the meeting at 10:16 P.M. with Council Member Larrabee seconding the motion with Council Members Grover, Peterson, Checketts, Jones, and Larrabee all voting in favor of the motion through a roll call vote.

Ryan Westergard, Mayor

Annette Hanson, City Recorder



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: September 8, 2026

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF WOODS CROSS CITY, UTAH, GRANTING A NON-EXCLUSIVE FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC; PROVIDING TERMS AND CONDITIONS FOR USE OF PUBLIC WAYS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Recommendation

Staff recommends the council approve this ordinance of the City Council of Woods Cross City, Utah, granting a non-exclusive franchise to Qwest Corporation dba CenturyLink QC ; providing terms and conditions for use of public ways; and providing for an effective date.

Background

Attached is the proposed Ordinance extending the Qwest Corporation dba CenturyLink QC Franchise Agreement and General Utility Easement. This is a new agreement. This is the standard Franchise Agreement Qwest Corporation dba CenturyLink QC has with municipalities. Jayme Blakesley, City Attorney, has reviewed the agreement and indicated there are no legal concerns. Franchise agreements allow a utility to have a right to be in the City's Right of Way, but it must relocate when the City needs the space. This Agreement was negotiated and will have a 20-year term.

ORDINANCE NO. 2026-644

**AN ORDINANCE OF THE CITY COUNCIL OF WOODS CROSS CITY, UTAH,
GRANTING A NON-EXCLUSIVE FRANCHISE TO QWEST CORPORATION D/B/A
CENTURYLINK QC; PROVIDING TERMS AND CONDITIONS FOR USE OF PUBLIC
WAYS; AND PROVIDING FOR AN EFFECTIVE DATE.**

RECITALS:

A. WHEREAS, Woods Cross City (the “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah; and

B. WHEREAS, pursuant to the statutes of the State of Utah, specifically Title 10, Chapter 8 of Utah Code Ann., the City has authority to control and regulate the use of its streets and public ways, to regulate utilities and telecommunications providers operating within the City, and to adopt ordinances granting non-exclusive franchises for the use of public ways; and

C. WHEREAS, the City and Qwest Corporation dba CenturyLink QC (Franchisee”) have negotiated a Franchise Agreement governing the construction, operation, and maintenance of electricity facilities within the City’s Public Ways; and

D. WHEREAS, the City Council finds that approval of the Franchise Agreement attached hereto as Exhibit “A” and incorporated herein by this reference serves the public health, safety, and welfare;

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

Section 1. Grant of Franchise.

The City hereby grants to Franchisee, its successors and assigns, a non-exclusive franchise to construct, install, operate, maintain, repair, replace, and remove facilities within the public streets, alleys, rights-of-way, and other public ways of the City (the “Public Ways”), subject to the terms and conditions set forth in this Ordinance and in the Franchise Agreement attached as Exhibit “A.”

Section 2. Approval of Franchise Agreement.

The Franchise Agreement between the City and Qwest Corporation dba CenturyLink QC, attached hereto as Exhibit “A” and incorporated herein by this reference, is hereby approved.

The Mayor is authorized to execute the Franchise Agreement on behalf of the City, provided that such execution shall not be construed as limiting the City’s legislative authority or police powers.

Section 3. Reservation of Authority.

Nothing in this Ordinance or the Franchise Agreement shall be construed to:

- Limit the City’s police powers or authority to adopt and enforce ordinances of general applicability;
- Create exclusive rights;
- Grant irrevocable rights in the Public Ways; or
- Authorize any use of City property beyond that expressly stated.

In the event of a conflict between this Ordinance and the Franchise Agreement, the provisions of this Ordinance shall control.

Section 4. Severability.

If any provision of this Ordinance or the incorporated Franchise Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 5. Effective Date.

This Ordinance shall take effect upon publication or posting as required by law and upon execution of the Franchise Agreement by the parties.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 15TH 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]



**AN ORDINANCE OF THE CITY COUNCIL OF WOODS CROSS CITY, UTAH,
GRANTING A NON-EXCLUSIVE FRANCHISE TO QWEST CORPORATION D/B/A
CENTURYLINK QC ; PROVIDING TERMS AND CONDITIONS FOR USE OF
PUBLIC WAYS; AND PROVIDING FOR AN EFFECTIVE DATE.**

An ordinance of the City granting to Qwest Corporation dba CenturyLink QC Technologies Inc and its affiliates a non-exclusive franchise to install, operate, and maintain the System in, on, over, upon, along, and across the public rights of way of the City, prescribing certain rights, duties, terms, and conditions with respect thereto and establishing an effective date.

WHEREAS, Qwest Corporation dba CenturyLink QC has requested that the City grant it the right to install, operate, and maintain the System within the public ways of the City; and

WHEREAS, the City has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the City has the authority under Article 1, Section 23 of the Constitution of the State of Utah and consistent with Article 11, Section 9 of the Constitution of the State of Utah, and the statutes of the United States and the State of Utah, specifically, Title 10, Chapter 8 of Utah Code Ann, to control and regulate the use of its streets and public ways, to regulate public utility providers operating within the City, and to adopt ordinances and resolutions granting non-exclusive franchises for the use of its streets and other public properties, subject to reasonable terms and conditions; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions.

NOW, THEREFORE, the City Council of the City of Woods Cross, Utah does hereby ordain and grant a non-exclusive franchise as follows:

Section 1. Definitions. For the purposes of this franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- D. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

B. “City” means the City of Woods Cross, Utah.

C. “Communication(s) Service” shall mean any communications services, communications capacity, or dark fiber, provided by the Franchisee using its Communication System or facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communication Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries a signal over fiber optic cable or copper cable. Communication Service shall also include non-switched, dedicated, and private line, high capacity fiber optic transmission services to firms, businesses, or institutions within the City.

D. “Communication(s) System”, “System”, or “Facilities” shall mean the Franchisee’s fiber optic and/or copper cable system constructed and operated within the City’s public ways and shall include all cables, wires, fibers, conduits, ducts, pedestals, and any associated converter, equipment, or other facilities within the City’s public ways designed and constructed for the purpose of providing Communication Service.

E. “FCC” means the Federal Communications Commission or any successor governmental entity hereto.

F. “Franchise” shall mean the initial authorization, or renewal thereof granted by the City, through this ordinance or subsequently adopted ordinance, which authorizes construction and operation of the Franchisee’s Communication System and associated Facilities for the purpose of offering Communications Service.

G. “Franchisee” means Qwest Corporation dba CenturyLink QC, or the lawful successor, transferee, assignee, or affiliate thereof.

H. “Person” means an individual, partnership association, joint stock company, trust, corporation, or governmental entity.

I. “Public Way” shall mean the surface of and any space above or below any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the City in the Service Area which shall entitle the City and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way shall also mean any easement now or hereafter held by the City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and

shall include other easements or rights of way which within their proper use and meaning, entitle the City and the Franchisee the use thereof for the purposes of installing or transmitting the Franchisee's Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

J. "Service Area" means the present municipal boundaries of the City and shall include any additions thereto by annexation or other legal means.

Section 2. Authority Granted. The City hereby grants to the Franchisee its heirs, successors, legal representatives, affiliates and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege and authority to utilize the Public Ways of the City for construction and operation of the Franchisee's Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for the Franchisee's Communications System, and to provide Communications Service.

Nothing in this Ordinance shall be construed to waive or limit the City's police power or authority to adopt and enforce ordinances of general applicability, including ordinances governing the use of Public Ways, public safety, or land use, provided such ordinances are not preempted by state or federal law.

Section 3. Construction Permits Required.

A. Prior to site specific location and installation of any portion of its Communications System within a Public Way, the Franchisee shall apply for and obtain a construction permit pursuant to the ordinances of the City presently existing or as amended from time to time.

B. Unless otherwise provided in said permit, and except under the emergency circumstances described in Section 10, the Franchisee shall give the City at least 48 hours' notice of the Franchisee's intent to commence work in the Public Ways. The Franchisee shall file plans or maps with the City showing the proposed location of its Communication Facilities and pay all lawful, duly established permit and inspection fees associated with the processing of the permit. In no case shall any work commence within any Public Way without said permit except as otherwise provided in this franchise.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right (for clarity, beyond those specified in Section 2), title, or interest in the Public Ways of the City to the Franchisee nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. The first term of this franchise shall be for a period of twenty (20) years from the date of acceptance as set forth herein. At least 120 days prior to the expiration of this Franchise, Qwest Corporation dba CenturyLink QC and the City shall agree to extend the term of this Franchise for a mutually acceptable period of time, or the parties shall use best-faith efforts to renegotiate a replacement Franchise. In the event an extension or replacement Franchise is not entered into upon expiration of this Franchise, Qwest Corporation dba CenturyLink QC may continue to use the Public Ways on an interim basis subject to the City's continuing police powers and right to terminate such interim use upon reasonable notice, pending the adoption of a replacement franchise or other lawful authorization.

Section 6. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City. However, the City shall not permit any such future Franchisee to unreasonably physically interfere with the Franchisee's Communication Facilities. In the event that unreasonable physical interference or disruption occurs, the City Engineer will assist the Franchisee and such subsequent franchisee in resolving the dispute. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same consistent with the City's police powers, including the dedication, establishment, maintenance, and improvement of all new Public Ways all in compliance with this Franchise.

Section 7. Maps and Records. The Franchisee shall provide the City with accurate copies of as-built plans and maps in pdf on a permit-by-permit bases. These plans and maps shall be provided at no cost to the City. Franchisee shall make available to the City at one of the Franchisee's offices, upon reasonable advance written notice of no fewer than sixty (60) days and not more often than annually, such relevant information pertinent only to enforcing the terms of this Franchise in such form and at such times as Franchisee can reasonably do so. Any information provided to the City shall be subject to the Utah Governmental Records Access and Management Act ("GRAMA"), Title 63G, Chapter 2, Utah Code. The parties acknowledge that certain information provided by Franchisee, including proprietary network information, critical infrastructure information, trade secrets, and other information protected by GRAMA, may constitute protected records under GRAMA. The City shall treat such information as protected to the extent permitted by GRAMA and shall not disclose such information except as required by GRAMA or other applicable law. Nothing in this Franchise shall be construed as waiving the City's obligations or authority under GRAMA to determine the appropriate classification and disclosure of records.

Section 8. Work in Public Ways.

A. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said Public Ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining property. The Franchisee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or the laws of the State of Utah.

B. The Franchisee shall cooperate with the City and all other persons with authority from the City to occupy and use the Public Ways of the City in coordinating construction activities and joint trenching projects. By June 1 of each calendar year, or such other date as the City and the Franchisee may agree upon from year to year, the Franchisee shall provide the City with a schedule of its proposed construction activities in, around, or that may affect the Public Ways of the City. The Franchisee shall also meet with the City and other grantees, franchisees, permittees, and other users of the Public Ways of the City annually or as determined by the City to schedule and coordinate construction activities. The City Engineer shall coordinate all construction locations, activities and schedules to minimize public inconvenience, disruption, or damage to the Public Ways of the City.

C. If either the City or the Franchisee shall at any time after the installation of the facilities plan to make excavations in an area covered by this Franchise and as described in this section, the party planning such excavation shall afford the other upon receipt of written request to do so an opportunity to share such an excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their respective uses of the trench are incompatible.

D. All Facilities constructed or installed by Franchisee under this Ordinance shall be designed, constructed, operated, and maintained in accordance with applicable federal, state, and local law, including City ordinances and regulations. Except for emergency work, Franchisee shall obtain all statutorily required permits from the City prior to commencing new construction or major reconstruction within the Public Ways. Permit applications shall be reviewed and acted upon in accordance with generally applicable ordinances, published standards, and industry standard safety and engineering requirements and shall not be unreasonably withheld, conditioned, or delayed. Franchisee shall submit plans as required by the City Codes and shall comply with all applicable permit conditions. The City may inspect the work and require reasonable measures necessary to ensure compliance.

E. To the extent practical and consistent with any permit issued by the City, all facilities shall be located so as to cause minimum interference with the Public Ways and shall

be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable and lawful rules, ordinances, and regulations of the City.

F. Franchisee shall comply with all Blue Stakes laws and rules.

Section 9. Restoration after Construction. The Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the Public Ways restore the surface of said Public Ways and any other City-owned property that may be disturbed by the work to at least the same condition the Public Way was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected area at its sole cost and expense according to the time and terms specified in the construction permit issued by the City in accordance with the applicable ordinances of the City.

Section 10. Emergency Work Permit Waiver. In the event of any emergency in which any of the Franchisees' Communication Facilities located in, above, or under any Public Way break, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City Hall is open for business.

Section 11. Relocation. In the event that at any time during the term of this Franchise, the City shall lawfully elect to alter or change any Public Way requiring the relocation of Franchisee's Facilities, then in such event, Franchisee, upon reasonable notice by the City, shall remove, relay and relocate the same at its own expense. Franchisee may abandon Facilities in place subject to conditions necessary to protect the public safety. If public funds are available for such relocation pursuant to law, Franchisee shall not be required to pay the costs of such relocation.

In the event the City requests relocation efforts from the Franchisee for aesthetic purposes, the City agrees to pay all costs associated with relocation. Franchisee shall not be required to pay for the relocation of Franchisee's Facilities, and may require advance payment

for costs and expense, to the extent such removal or relocation is request solely for aesthetic purposes, in cases where the original location of the Franchisee Facilities was approved by the City through the permitting process.

Franchisee shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its lines to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same, and Franchisee shall have the authority to require payment in advance; and (b) the Franchisee is given not less than thirty (30) business days' advance notice to arrange for such temporary line changes.

- a. Facility relocations necessitated by private third parties shall be at the expense of such third parties, and Franchisee shall have the right and authority to require payment in advance of relocating.

Nothing herein shall limit the City's authority to require relocation of Facilities in connection with public projects undertaken for public necessity, health, safety, or welfare which shall remain subject to Section 11a herein.

Section 12. Trimming. Franchisee shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places of the City so as to prevent the branches of such trees from coming into contact with Franchisee's Facilities. Franchisee shall, when practical, provide notice to the City and to any property owner before commencing such work. Franchisee shall not be required to provide notice in advance of such work in emergency conditions.

Section 13. Dangerous Conditions. Whenever construction, installation or excavation of the Communication Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining Public Way, street, or public place, or endangers the public street, utilities or City-owned property, the City Engineer may reasonably request the Franchisee to take action to protect the public, adjacent public places, City-owned property, streets, utilities and Public Ways. Such action may include compliance within a prescribed time reasonably agreed to by the parties. In the event that the Franchisee fails or refuses to promptly take the actions directed by the City or fails to materially comply with such directions, or if emergency conditions caused by such failure or refusal of Franchisee exist which require immediate, reasonable action to ensure public safety, the City may enter upon the property and take such lawful actions as are necessary to protect the public, the adjacent streets, utilities, Public Ways to maintain the lateral support thereof or actions reasonably regarded as necessary safety precautions, and the Franchisee shall be liable to the City for the direct, proportionate, reasonable costs thereof.

Section 14. Non-Liability of City for Acts of Franchisee. Franchisee shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts or omissions, willful misconduct, or violation of law by Franchisee, except to the extent caused by the negligence or willful misconduct of the City. The City shall give prompt written notice to Franchisee of any such claim, demand, or lien with respect to which the City seeks indemnification hereunder; and shall permit Franchisee to assume defense of such claim, demand, or lien with legal counsel of Franchisee's choice.

Section 15. Insurance. The Franchisee shall procure and maintain, at its sole cost and expense, insurance coverage sufficient to protect the City and the public from claims arising out of or related to Franchisee's activities in the Public Way. Such insurance shall be evidenced through Franchisee's memorandum of insurance (Lumen.com/moi) maintained throughout the term of this Franchise and for so long thereafter as Franchisee is engaged in work in the Public Ways or has Facilities located therein, and shall include at a minimum:

A. Comprehensive general liability insurance written on an occurrence basis, with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, covering bodily injury, personal injury, property damage, products and completed operations, contractual liability, and independent contractors.

B. Automobile liability insurance covering owned, non-owned, and hired vehicles used in connection with the Franchise, with a combined single limit of not less than \$500,000 for each person and \$1,000,000 for each accident.

C. Workers' compensation insurance in compliance with Utah law, together with employer's liability insurance with limits of not less than \$1,000,000.

D. Excess or Umbrella Liability Insurance in an amount of not less than \$2,000,000, which may be used to satisfy the limits required above.

The City, its officers, officials, employees, and agents shall be included as additional insureds on the Commercial General Liability and Automobile Liability policies for claims arising out of Franchisee's activities in the Public Ways. Franchisee's insurance shall be primary and non-contributory with respect to any insurance maintained by the City.

All policies required under this Section shall be issued by insurers authorized to do business in the State of Utah and rated A- or better by A.M. Best. Franchisee shall provide the City with certificates of insurance evidencing the required coverage prior to commencing any work in the Public Ways and upon renewal of such policies.

Section 16. Abandonment and Removal of the Franchisee's Communication Facilities. Upon the expiration or termination of the rights granted under this Franchise, the Franchisee shall either, at Franchisee's sole option, remove all of its Communication Facilities from the Public Ways of the City within ninety (90) days or abandon the Facilities in place. Upon permanent abandonment and Franchisee's agreements to transfer ownership of the Communication Facilities to the City, the Franchisee shall submit to the City a proposal and instruments for transferring ownership to the City. Any such Facilities which are not permitted to be abandoned in place which are not removed within one (1) year of receipt of said notice shall automatically become the property of the City.

Section 17. Municipal Telecommunications License Tax. As compensation for the Franchise granted herein and in accordance with the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated, as amended, Franchisee shall pay a municipal telecommunications license tax in the amount of three and a half percent (3.5%) of Franchisee's gross receipts from telecommunications services attributed to the City as set forth in the Municipal Telecommunications License Tax Act.

Such tax shall be administered, reported, and remitted to the Utah State Tax Commission in accordance with the Act and applicable administrative rules.

To the extent required by Utah Code Ann. § 10-1-407, the municipal telecommunications license tax imposed herein shall be in lieu of any business license tax or fee otherwise imposed by the City upon the same revenues.

The City Council finds and declares that the tax imposed herein is imposed on a competitively neutral and nondiscriminatory basis and is consistent with the rate imposed upon similarly situated telecommunications providers operating within the City.

Except as expressly authorized by applicable federal or state law, the City shall not impose an additional franchise fee on revenues subject to the municipal telecommunications license tax.

Section 18. Modification. The City and the Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this Franchise upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be approved by the City by ordinance and accepted by the Franchisee consistent with this section herein.

Section 19. Forfeiture and Revocation.

A. Subject to the following notice and cure provisions, this Franchise may be terminated for failure by Franchisee to comply with the material provisions hereof and other provisions of the City ordinances.

B. If the City has reason to believe that the Franchisee is in violation of this Franchise or other provisions of the City ordinances, the following procedures shall be followed by the City:

(1) The City shall provide the Franchisee with a detailed, written notice by certified mail detailing the violation, the steps necessary to cure such violation, and the time period within which the violation must be cured. Within thirty (30) days thereafter, Franchisee shall respond demonstrating that no violation occurred, that any problem has been corrected, or with a proposal to correct the problem within a specified period of time.

(2) Franchisee may request an extension of time to cure an alleged violation if construction is suspended or delayed by the City or where unusual weather, natural consequences, acts of third parties, or other circumstances which are reasonably beyond the control of the Franchisee delay progress, except to the extent that the Franchisee has, through its own actions or inactions, contributed to the delay.

(3) If Franchisee does not timely respond to the City's cure notice or commence reasonable curative activities within a reasonable timeframe, the City may declare the Franchisee to be in default with written notice by certified mail to Franchisee. Within ten (10) business days after such notice to Franchisee, Franchisee may deliver to the City a request for a hearing before the City Council. If no such request is received, the City may declare the Franchise terminated for cause.

(4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the City's receipt of the request therefor. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten (10) days after the hearing, the City Council on the basis of the record will make the determination as to whether there is cause for termination and whether the Franchise will be terminated. The City Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the City Council does not grant any additional period, the City Council may, by resolution, declare the Franchise to be terminated, subject to applicable federal and state law.

(5) If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction provided the Franchisee is otherwise in compliance with this Franchise.

C. Franchisee shall not be deemed to be in default failure, violation or noncompliance with any provision of this Franchise where performance was rendered impossible due to an act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war, or war preparation, or bona fide legal proceedings, beyond the control of the Franchisee.

Section 20. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of Facilities by the Franchisee and the Franchisee shall promptly conform with all such regulations to the extent the same are not preempted by federal or state law and unless compliance would cause the Franchisee to violate other requirements of the law.

Section 21. Survival. All of the provisions, conditions and requirements of this Franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law by statute or by contract. The provisions, conditions and requirements of Section 8 Work in Public Ways; 9 Restoration after Construction; 13 Dangerous Conditions; 14 Non-Liability of City for Acts of Franchisee; 15 Insurance; 16 Abandonment and Removal of the Franchisee's Communication Facilities; shall survive the expiration or termination of this Franchise and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its Communication Facilities from the Public Ways, transfers ownership of said Facilities to a third party, or abandons said System in place as provided herein. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of the Franchisee and all privileges as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 22. Severability. If any section, sentence, clause or phrase of this Franchise shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise.

Section 23. Assignment. This Ordinance may not be assigned or transferred without prior written notice to the City except that the Franchisee may freely assign this Franchise without notice in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing. In the case of transfer or assignment as

security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral.

Franchisee may, without the prior written notice to the City: (1) lease the Facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in the Facilities or any portion thereof to another; or (3) offer to provide capacity or band width in its Facilities to another, provided that Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing, repairing, relocating, or removing its Facilities pursuant to the terms and conditions of this Franchise.

Franchisee shall provide written notice to the City of any assignment, lease, indefeasible right of use, or transfer of control affecting Facilities located in the Public Ways, and such transferee shall be bound by all terms of this Franchise.

Section 24. No Waiver of Rights. Neither the City nor the Franchisee shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves the any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

Section 25. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

With a copy to:

Franchisee:

CenturyLink
ATTN: ROW/NRE Manager
913 14th Street
Denver, CO 80202

With a copy to:

CenturyLink
ATTN: Legal Department
913 14th Street
Denver, CO 80202

Notice shall be deemed given upon receipt in the case of personal delivery three (3) days after deposit in the U.S. mail in the case of regular mail, or next day in the case of overnight delivery.

Section 26. Entire Franchise. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Franchise. Provided further that the City and the Franchisee reserve all rights they may have under the law to the maximum extent possible and neither the City nor the Franchisee shall be deemed to have waived any rights they may have or may acquire in the future by entering into this Franchise.

Section 27. Attorney's Fees. If any suit or other action is instituted in connection with any controversy arising under this Franchise, each party shall bear its own costs and expenses.

Section 28. Governing Law/Venue. This Franchise shall be governed by and construed in accordance with the laws of the State of Utah. The venue and jurisdiction over any dispute related to this Franchise shall be with the Utah State Court in the county in which the City is located, or with respect to any federal question, with the United States District Court for the District of Utah in Salt Lake City, Utah.

Section 29. Acceptance. Within sixty (60) days after its passage and approval of this Ordinance, this Franchise shall be unconditionally accepted by the Franchisee by its signature on the Acceptance page attached hereto; otherwise the Ordinance and the rights herein granted shall be null and void.

Section 30. Effective Date. This Ordinance shall be effective upon the date that the City approves it, subject to Acceptance by Franchisee as set forth in Section 29.

CONSIDERED AND APPROVED this 15th day of September, 2026.



CITY OF Woods Cross, UTAH

By _____
Ryan Westergard, Mayor

ATTEST: _____
Annette Hanson, City Recorder

ACCEPTED BY QWEST CORPORATION D/B/A CENTURYLINK QC

BY: _____

TITLE: _____

DATE: _____



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.



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- 2016

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 15TH 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]



Public Hearings



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: September 9, 2026

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: Resolution Authorizing Condemnation of a Temporary Construction Easement within the Corporate boundaries of Bountiful City for Public Improvement Purposes (Thalman Property)

Recommendation

Staff recommends the approval of the Resolution Authorizing Condemnation of a Temporary Construction Easement within the Corporate boundaries of Bountiful City for Public Improvement Purposes (Thalman Property) and to continue negotiating the temporary construction easement for the shoring soil nails that will extend into their property in a subsurface level and not impact the surface of their property.

Budget

Funding for this easement and potential litigation will be paid out of the 1500 S Tank Reservoir replacement Project 51-61-703

Background

The demolition of the 2 old reservoirs and construction of a new tank require temporary soil shoring since the footing of the tank will be 20- 24 ft below ground. In order for the work to be completed safely, shoring with soil nails is required to properly retain the property around the project.

Since May 2026, Woods Cross City employees and the City's consultants have been communicating with a representative of the Thalman family to obtain the temporary construction easement voluntarily. City representatives have worked to explain the need for the easement and complete the acquisition without condemnation proceedings.

Those efforts have been complicated by the death of the property owner. The property is currently involved in probate proceedings, and the City does not presently have a property owner with clear authority to execute the temporary construction easement on behalf of the estate.



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

As part of the required acquisition and condemnation process, the City sent the required Four Options Letter on August 20, 2026, and a Notice of Condemnation on August 28, 2026, with an offer letter to all individuals identified as potential heirs or parties with an interest in the property. These notices informed the affected parties of the proposed acquisition and the City's intent to proceed with condemnation if it could not otherwise obtain the easement.

Despite the City's continued efforts to acquire the easement through negotiation, the property's probate status prevents the City from obtaining the easement within the timeframe needed for the public improvement project. The City must therefore proceed to the next step in the condemnation process so that the project can move forward.

NEED FOR THE TEMPORARY CONSTRUCTION EASEMENT

The temporary construction easement is required to complete the planned 1500 S Tank Replacement Project. The proposed resolution formally determines that acquisition of the easement is required for the public interest, safety, welfare, health, and necessity. It further finds that the easement has been located in a manner intended to provide the greatest public good while minimizing private injury.

Approval of the resolution does not prevent the City from continuing to work cooperatively with the Thalman family, the estate, or its representatives to reach a voluntary agreement. Instead, the resolution gives the City Attorney the authority to preserve the project schedule and proceed through the statutory condemnation process if a negotiated acquisition cannot be completed.

CONDEMNATION AUTHORIZATION

The proposed resolution authorizes the City Attorney, on behalf of Woods Cross City, to acquire the temporary construction easement pursuant to Utah eminent domain law and to prepare and prosecute any necessary proceedings in the appropriate court.

Because the property is currently subject to probate and ownership authority has not been sufficiently resolved to allow execution of the easement, proceeding with this authorization is the appropriate next procedural step.



Ryan Westergard
Mayor

Bryce K Haderlie
City Administrator

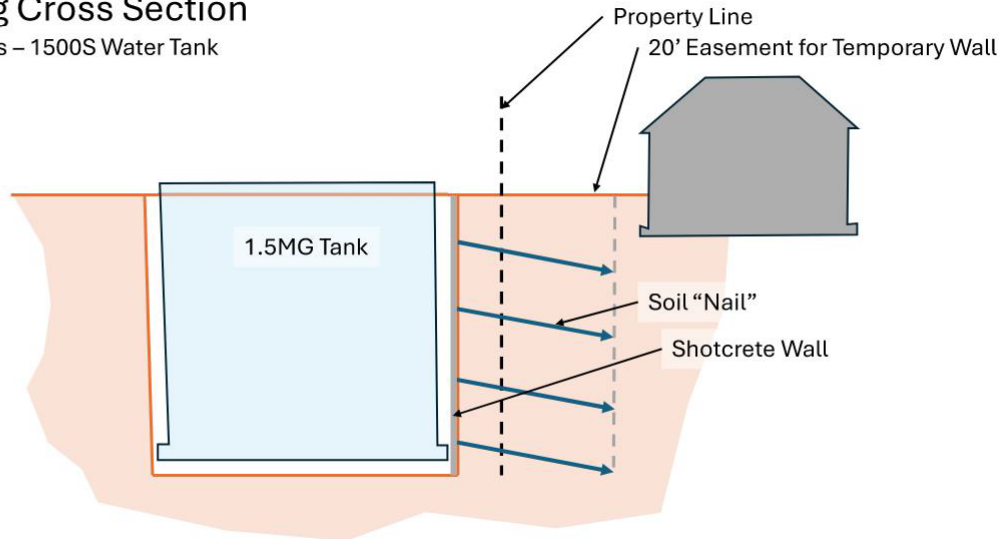
Public Works Department

Sam Christiansen
Public Works Director

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

Soil Nailing Cross Section

Woods Cross – 1500S Water Tank





Woods Cross City

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

August 28, 2026

Estate of Marilyn Dowler Thalman
Teresa Lynne Redmon, Personal Representative
383 E 600 S
American Fork, UT 84003

Randy LaVar Thalman
2840 E 3500 N
Farr West, UT 84404

Blaine Craig Thalman
157 E 1600 S
Bountiful, UT 84010

Glenn Charles Thalman
4450 Lone Oak Road SE
Salem, OR 97301

Michael Layne Thalman
615 E 535 S
Hyrum, UT 84419

Re: Notice of Consideration of Condemnation Resolution by the City Council of Woods Cross City

Dear Ms. Redmon and Messrs. Thalman,

Please be advised that at the City Council meeting on September 15, 2026, at 6:30 pm, the City Council of Woods Cross City will consider a resolution approving the exercise of eminent domain authority to acquire a Temporary Construction Easement on property owned by Estate of Marilyn Dowler Thalman. The Temporary Construction Easement is required by the City for the purpose of improving a public street and related improvements.

Please be advised that you have a right to appear before the City Council on September 15, 2026, to present your position regarding the proposed condemnation of a portion of your property for the Temporary Construction Easement. That meeting will commence at 6:30 p.m. at the Council Chambers at Woods Cross City Hall located at 1555 South 800 West, Woods Cross, UT 84087. Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,

Annette Hanson
City Recorder



cc: Jayme Blakesley, City Attorney

**WOODS CROSS CITY
RESOLUTION NO. 2026-1017**

**A RESOLUTION AUTHORIZING CONDEMNATION OF A
TEMPORARY CONSTRUCTION EASEMENT LOCATED WITHIN THE
CORPORATE BOUNDARIES OF BOUNTIFUL CITY FOR PUBLIC
IMPROVEMENT PURPOSES (THALMAN PROPERTY)**

WHEREAS, the City Council of Woods Cross City has determined that public health, safety and welfare require that the City acquire that certain Temporary Construction easement described in Exhibit “A” attached hereto for public improvement purposes; and

WHEREAS, the City has the power of eminent domain under Utah law and the City Council has determined it is necessary to invoke the same to condemn the needed easement;

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

Section 1. Findings and Determination. The City Council of Woods Cross City hereby finds, determines and declares that public interest, safety, welfare, health and necessity require that the City acquire that certain temporary construction easement described in Exhibit “A” attached hereto and by this reference made a part hereof, for the purpose of public improvements. The proposed easement has been platted and located in a manner which is most compatible for the greatest public good and the least private injury with respect to the improvements.

Section 2. Authorization. The City Attorney is hereby empowered and requested, on behalf of Woods Cross City, to acquire the easement, together with other rights connected therewith as described in Exhibit “A” attached hereto, in accordance with the provisions of the laws of the State of Utah pertaining to eminent domain. Further, the City’s Attorney is hereby authorized to prepare and prosecute such proceedings in the proper court having jurisdiction thereof as are necessary to complete such acquisition.

Section 3. Value Determination. The City Council of Woods Cross City hereby finds and determines that the total value of the easement sought to be condemned is Seven Thousand Dollars (\$7,000.00) or less. The City Council hereby declares that such sum has been determined by the City Council to be just compensation for the easement taken.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, THIS 15TH 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]



EXHIBIT “A”

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

- F. Grantor has agreed to grant Grantee a temporary construction easement over the Easement Area upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the payment of the Easement Consideration described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Temporary Construction Easement

Grantor hereby grants and conveys to Grantee a temporary, non-exclusive construction easement (the "Easement") over, across, under, and through the Easement Area for the purposes described in Section 2 below, subject to the terms and conditions of this Agreement.

2. Purpose and Scope of Easement

The Easement is granted solely for the following purposes in connection with the Project:

- (a) Installation of a temporary shoring system, including soil nails extending into and beneath the Easement Area and a shotcrete facing wall constructed on Grantee's adjacent property;
- (b) Excavation, grading, backfilling, and related earthwork within the Easement Area;
- (c) Ingress and egress of personnel, vehicles, equipment, and materials reasonably necessary to perform the work;
- (d) Temporary storage of construction equipment and materials within the Easement Area, to the extent reasonably necessary for the work;
- (e) Temporary removal and replacement of existing landscaping, fencing, irrigation, or other surface improvements located within the Easement Area, subject to the restoration obligations in Section 7; and
- (f) Surface restoration upon completion of construction.

3. Term

The Easement shall commence on one (1) calendar week after the contractor's contract approval by Woods Cross City Council, and shall automatically terminate on the earlier of: (a) March 15, 2028; or (b) the date on which Grantee provides Grantor with written notice of substantial completion of the Project and completion of all restoration obligations under Section 7 (the "Termination Date"). The Parties may extend the term by mutual written agreement.

4. Easement Consideration

As consideration for the Easement and the rights granted herein, including compensation for the soil nails to be abandoned in place as described in Section 5, Grantee shall pay to Grantor the sum of *One Thousand One Hundred Fifty Dollars* (\$1,150) (the "Easement Consideration"), payable

within thirty (30) days following the Effective Date. The Parties acknowledge that the Easement Consideration constitutes just and full compensation for all rights granted under this Agreement and for any diminution in value of the Grantor Property attributable to the abandoned soil nails.

5. Soil Nails; Abandonment; Release

- (a) **Abandonment.** Upon curing of the shotcrete facing wall and completion of the Project, Grantee hereby expressly ABANDONS the soil nails located within or extending into the Grantor Property (the "Abandoned Soil Nails") and disclaims all right, title, and interest in and to the Abandoned Soil Nails. Title to the Abandoned Soil Nails, and all rights and obligations relating thereto, shall pass to and vest in Grantor as of the Termination Date.
- (b) **Grantor's Rights.** Following the Termination Date, Grantor and Grantor's successors and assigns shall have the absolute and unrestricted right to remove, cut back, leave in place, cover over, build over, excavate around, or otherwise deal with the Abandoned Soil Nails in any manner Grantor chooses, at Grantor's sole discretion and expense, without any obligation to notify, consult with, or obtain the consent of Grantee.
- (c) **Release and Covenant Not to Sue.** Grantee, on behalf of itself and its successors and assigns, hereby releases Grantor and Grantor's successors and assigns from any and all claims, demands, causes of action, damages, or liabilities of any kind, whether known or unknown, arising out of or relating to Grantor's removal, disturbance, alteration, or other treatment of the Abandoned Soil Nails at any time after the Termination Date. Grantee further covenants not to sue Grantor or any successor or assign of Grantor in connection with any such action.
- (d) **No Access or Maintenance Rights.** Grantee expressly acknowledges and agrees that it shall have no right to enter upon the Grantor Property after the Termination Date, and no right or obligation to inspect, maintain, monitor, repair, or replace the Abandoned Soil Nails. This Agreement does not create any permanent easement, license, or other interest in the Grantor Property in favor of Grantee.
- (e) **As-Built Drawings.** Within thirty (30) days following the Termination Date, Grantee shall deliver to Grantor as-built drawings prepared by a Utah-licensed professional engineer or surveyor showing the horizontal location and vertical depth of the Abandoned Soil Nails within the Grantor Property. The drawings shall be of sufficient detail to permit identification of the Abandoned Soil Nails in connection with any future excavation or construction on the Grantor Property.
- (f) **Grantor Acknowledgment.** Grantor acknowledges and accepts that the Abandoned Soil Nails will remain in the ground beneath the Grantor Property following the Termination Date. Grantor further acknowledges that the Easement Consideration reflects and fully compensates Grantor for this condition.

6. Construction Standards and Conduct of Work

- (a) **Standard of Care.** All work performed by or on behalf of Grantee within the Easement Area shall be performed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws, ordinances, regulations, and permit requirements, and in accordance with generally accepted engineering and construction practices.
- (b) **Work Hours.** Construction activities within the Easement Area shall generally be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding legal holidays, except as reasonably necessary to address emergencies or to complete time-sensitive work (such as concrete pours).
- (c) **Minimizing Disturbance.** Grantee shall conduct its activities in a manner that minimizes disturbance to Grantor's use and enjoyment of the remainder of the Grantor Property, including limiting noise, dust, vibration, and debris to the extent reasonably practicable.
- (d) **Notice of Commencement.** Grantee shall provide Grantor with not less than ten (10) days' advance written notice before commencing work within the Easement Area.
- (e) **Utilities.** Grantee shall, at its sole cost and expense, locate and protect all existing utilities within or affecting the Easement Area in accordance with Utah Code § 54-8a-1 et seq. (Underground Facility Damage and Accident Prevention Act).

7. Restoration

Upon completion of construction, Grantee shall, at its sole cost and expense, restore the surface of the Easement Area to a condition substantially equivalent to its pre-construction condition, including:

- (a) Removing all construction equipment, materials, debris, and temporary improvements;
- (b) Restoring grades to pre-existing contours, to the extent consistent with the Project design;
- (c) Replacing or replanting landscaping (including grass, shrubs, and trees) to a condition reasonably comparable to pre-existing conditions;
- (d) Repairing or replacing any fencing, irrigation, hardscape, or other surface improvements removed or damaged during construction; and
- (e) Performing any other reasonable restoration necessary to return the surface of the Easement Area to substantially its pre-construction condition.

Grantee's restoration obligations do not extend to the subsurface condition of the Easement Area with respect to the Abandoned Soil Nails, which are addressed exclusively in Section 5.

8. Insurance

Grantee shall maintain, or shall require its contractors performing work within the Easement Area to maintain, the following insurance coverage during all periods of construction activity within the Easement Area:

- (a) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- (b) Workers' compensation insurance as required by Utah law and employer's liability insurance; and
- (c) Automobile liability insurance with limits of not less than \$1,000,000 combined single limit.

Grantor shall be named as an additional insured on the commercial general liability policy with respect to work performed within the Easement Area. Certificates of insurance shall be provided to Grantor upon request. Nothing in this Section limits or waives any protections, caps, or immunities afforded to Grantee under the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq.

9. Indemnification

To the extent permitted by the Utah Governmental Immunity Act, Utah Code § 63G-7-101 et seq., and subject to the limitations, caps, procedures, and defenses set forth therein, Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all third-party claims, losses, damages, and expenses (including reasonable attorneys' fees) for bodily injury or property damage to the extent caused by the negligent or wrongful acts or omissions of Grantee, its employees, agents, or contractors in the performance of work under this Agreement. This indemnity shall not apply to claims arising from (i) Grantor's own negligence or willful misconduct; (ii) Grantor's actions with respect to the Abandoned Soil Nails after the Termination Date; or (iii) the acts or omissions of any third party not under Grantee's control. This Section shall survive termination of the Easement for a period of three (3) years.

10. Recording; Constructive Notice

This Agreement shall be recorded in the official records of the Davis County Recorder. The Parties intend that recording shall provide constructive notice to all subsequent owners and encumbrancers of the Grantor Property of: (a) the temporary easement rights granted herein during the term of the Easement; and (b) the existence, location, and depth of the Abandoned Soil Nails following the Termination Date. This Agreement, together with any recorded notice of termination, is intended to satisfy the disclosure objectives of both Parties with respect to the Abandoned Soil Nails.

11. Notice of Termination

Within thirty (30) days following the Termination Date, Grantee shall record in the Davis County Recorder's office a Notice of Termination of Temporary Construction Easement, substantially in

the form attached as Exhibit D, confirming that the Easement has terminated and that the Abandoned Soil Nails have been abandoned to Grantor as provided in Section 5. Grantee's failure to record such notice shall not extend the Easement or create any continuing rights in favor of Grantee.

12. Grantor's Reserved Rights

Grantor reserves the right to use the Easement Area and the Grantor Property for any and all purposes not inconsistent with the Easement during its term, and shall have the full and unrestricted use of the Grantor Property following the Termination Date. Nothing in this Agreement shall be construed to grant Grantee any permanent interest, subsurface or otherwise, in the Grantor Property.

13. Assignment

Grantee may not assign this Agreement or its rights under the Easement to any party other than a successor municipal entity or a contractor performing work on the Project, without Grantor's prior written consent, which shall not be unreasonably withheld. The benefits and burdens of this Agreement, to the extent they survive the Termination Date (including Sections 5, 9, and 10), shall run with the land and bind the successors and assigns of the Parties.

14. Miscellaneous

- (a) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any dispute arising under this Agreement shall be in the Second Judicial District Court of Davis County, Utah.
- (b) **Notices.** All notices under this Agreement shall be in writing and delivered by hand, by certified U.S. mail (return receipt requested), or by nationally recognized overnight courier to the addresses set forth in the introductory paragraph of this Agreement, or to such other address as a Party may designate in writing.
- (c) **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- (d) **Amendment.** This Agreement may be amended only by a written instrument signed by both Parties and, if required for enforceability against subsequent owners, recorded in the Davis County Recorder's office.
- (e) **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- (f) **Authority.** Each person executing this Agreement on behalf of a Party represents and warrants that such person has full authority to do so and to bind the Party for whom such person is signing.

- (g) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.
- (h) **Covenant of Good Faith.** The Parties shall act in good faith in the performance of their obligations under this Agreement.
- (i) **No Third-Party Beneficiaries.** Except as expressly provided herein with respect to successors and assigns, this Agreement is not intended to confer any rights or remedies upon any person or entity not a Party hereto.
- (j) **Survival.** The provisions of Sections 5 (Abandonment), 9 (Indemnification), 10 (Recording), 11 (Notice of Termination), 12 (Reserved Rights), and 14 (Miscellaneous) shall survive termination of the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

[Grantor Name]

Date: _____

[Grantor Name, if co-owner]

Date: _____

GRANTEE:

WOODS CROSS CITY, a Utah municipal corporation

By: _____

Name: Bryce Haderlie

Title: City Administrator

Date: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

ACKNOWLEDGMENTS

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared _____ who duly acknowledged to me that he/she/they executed the foregoing Temporary Construction Easement Agreement.

Notary Public

My commission expires: _____

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On this ____ day of _____, 20__, before me personally appeared Byrce Haderlie who being by me duly sworn, did say that he/she is the City Administrator of Woods Cross City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its governing body, and said person acknowledged to me that said corporation executed the same.

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of Grantor Property

ALL OF LOT 9, NORMANDY PARK SUBDIVISION. CONTAINS 0.22 ACRES.

TAX ID PARCEL 03-095-0009.

EXHIBIT B

Legal Description of Easement Area

Part of Lot 9, Normandy Park Subdivision, located in the Southeast Quarter of Section 30, T.2N., R.1E., S.L.B.&M., more particularly described as follows:

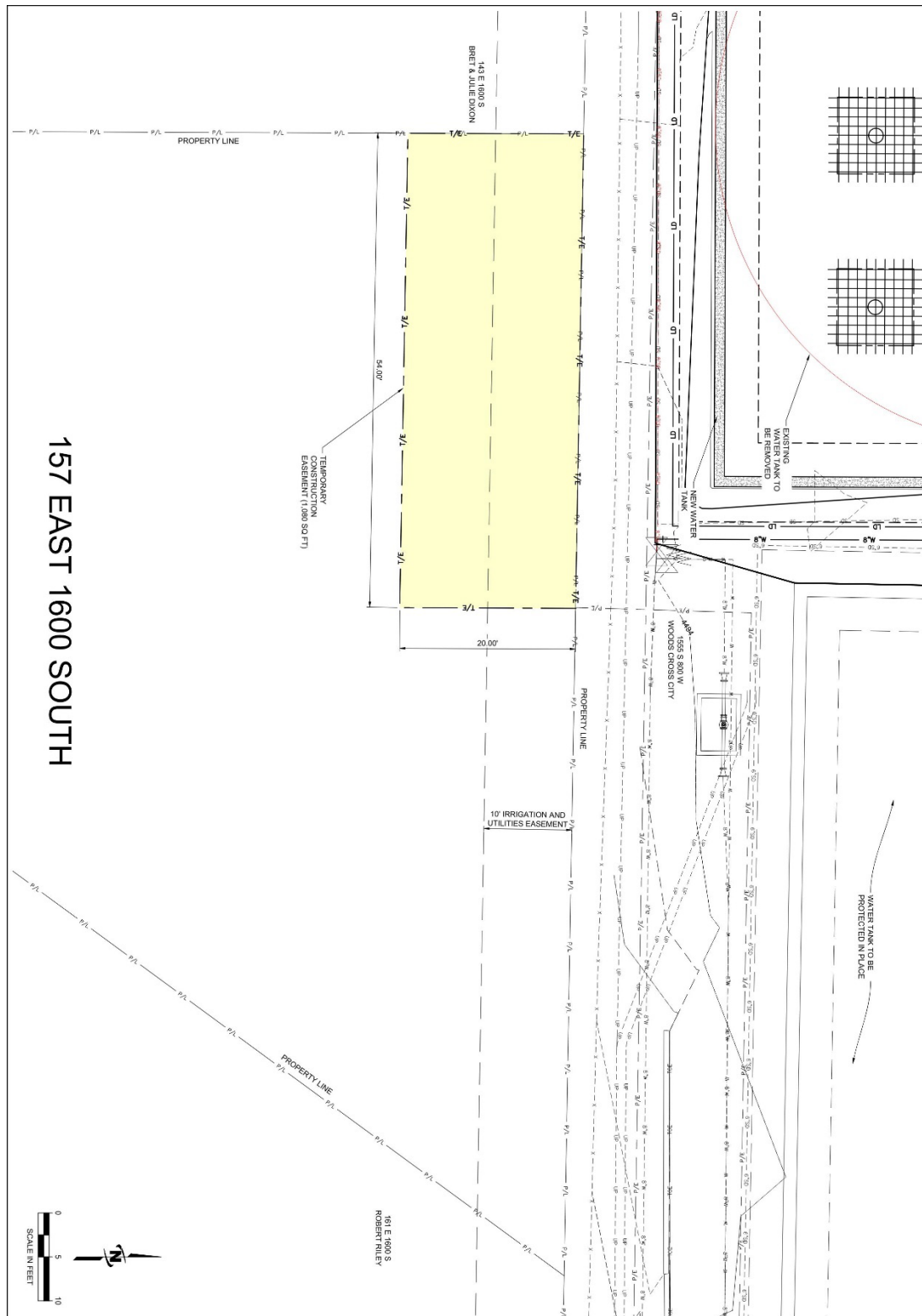
Beginning at the northwest corner of said Lot 9; thence S.89°19'E. 54.00 feet along the northerly line of said Lot 9; thence S.00°04'E. 20.00 feet; thence N.89°19'W. 54.00 feet to the westerly line of said Lot 9; thence N.00°04'W. 20.00 feet along said westerly line to the point of beginning.

Containing 1,080 square feet more or less.

Easement is located on Parcel: 03-095-0009 and benefits Parcel: 03-233-0001.

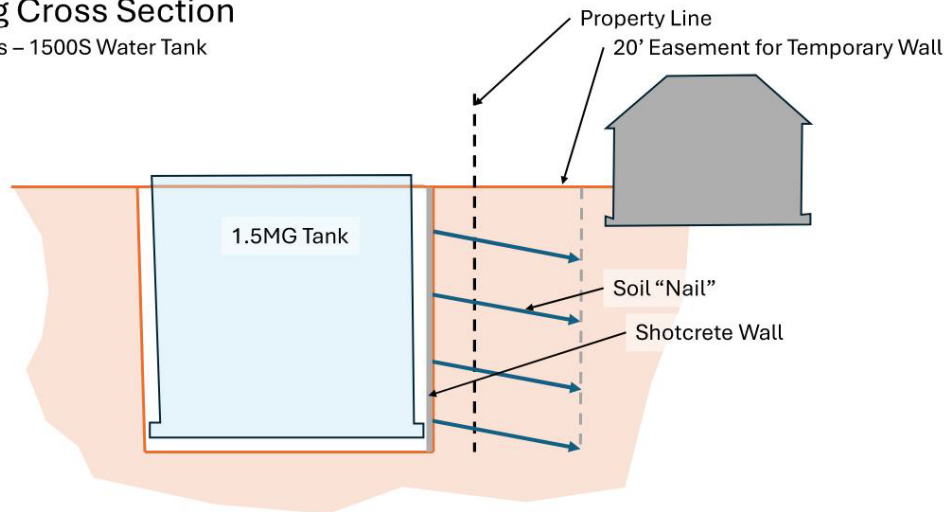
EXHIBIT C

Depiction of Easement Area



Soil Nailing Cross Section

Woods Cross – 1500S Water Tank



STAFF REPORT

To: Mayor Westergard, City Council Members

From: Curtis Poole, Community Development Director

Date: September 15, 2026

Re: Code Text Amendment – Accessory Dwelling Units (ADUs)



Background

During the 2026 General Session, the Utah Legislature adopted S.B. 284, which created Utah Code § 10-21-304 addressing detached accessory dwelling units (DADUs). The new requirements become effective October 1, 2026.

Utah Code § 10-21-304 requires cities to adopt land use regulations permitting a detached accessory dwelling unit on any lot or parcel that is at least 11,000 square feet and contains a single-family dwelling, when the single-family dwelling is a permitted use on the property. The statute also establishes regulations cities are required to include, limitations on regulations cities may impose, and additional standards cities may elect to adopt.

The city's existing Accessory Dwelling Unit ordinance, Section 12-28-123, currently prohibits external accessory dwelling units in all zones and only provides regulations for internal accessory dwelling units. As a result of S.B. 284, the city's ordinance must be amended to permit DADUs consistent with state law.

Staff prepared amendments to Chapter 12-2, *Definitions*, and Section 12-28-123, *Accessory Dwelling Units*, to bring the city's regulations into compliance with state law and establish objective standards for the review and approval of both internal and detached accessory dwelling units. The Planning Commission reviewed the proposed amendment and held a public hearing on September 8, 2026.

Proposed Amendment

The following are highlights of the proposed amendment:

- Administrative Review and Approval (Change to Current Policy). Accessory dwelling units would be reviewed administratively as a permitted use rather than through a conditional use approval process. State law does not allow the city to require a conditional use permit for a qualifying DADU. Staff is recommending the same administrative review process for IADUs so that both types of accessory dwelling units are reviewed consistently.
- Detached Accessory Dwelling Units (New Code).
 - *Lot Size*. The amendment would establish regulations allowing DADUs on qualifying properties. A minimum lot size of 11,000 square feet is proposed, which is the minimum lot size at which state law requires the city to allow a DADU. Although the city may allow DADUs on smaller lots, staff is not recommending a smaller minimum lot size at this time.

- *DADU Location and Setbacks.* A DADU would not be permitted within the required front-yard area. The proposed ordinance also establishes a minimum five-foot setback from side and rear property lines, subject to any greater separation required by applicable building or fire codes. The five-foot setback is the most common among cities, with some requiring more.
- *Windows and Privacy.* The proposed ordinance includes standards addressing DADU window placement and potential impacts to neighboring properties. Staff is recommending this provision because window placement and privacy have been a common concern associated with detached accessory dwelling units in other cities.
- *DADU Size, Height, Lot Coverage, and Design.* The proposed ordinance establishes standards addressing the size, height, lot coverage, and design of a DADU. A DADU may not be larger in size than the primary dwelling and must comply with applicable height and lot coverage requirements for accessory structures. The amendment also requires the DADU to be designed in a manner consistent with the single-family dwelling. These are regulations permitted under state law.
- *Parking.* The amendment establishes additional off-street parking requirements for DADUs consistent with the parking regulations permitted under state law.
- *Utilities.* The proposed ordinance requires a DADU to have adequate access to necessary utility services and incorporates the utility-related provisions permitted under state law.
- *Conversion of Existing Accessory Structures.* The ordinance establishes a process for converting a legally constructed accessory structure, including a detached garage, into a DADU when applicable setback, building, health, fire, parking, and permitting requirements are satisfied. Establishing such a conversion process is specifically required by state law.
- Definitions (New Code). ADU, IADU, and DADU definitions will be added to provide better clarification.

In addition to the substantive changes outlined above, the proposed amendment includes several revisions intended to clarify the existing regulations, improve consistency throughout the section, and remove language that may create ambiguity in the administration of the ordinance. These revisions are not intended to change existing city policy, but rather to make the requirements easier to understand and apply consistently. The amendment also reorganizes portions of the existing ordinance to better distinguish between requirements that apply to all accessory dwelling units and those that apply specifically to IADUs or DADUs.

Planning Commission Recommendation

Following its review and public hearing, the Planning Commission recommended approval of the proposed amendment with changes to the ordinance presented by staff. The primary changes recommended by the Commission are summarized below:

- DADU Lot Size. The Planning Commission recommends that no minimum lot size be established for a DADU, which would allow a DADU on any residential lot that can

otherwise comply with the applicable ordinance requirements. State law requires the city to allow a DADU on qualifying lots of at least 11,000 square feet but permits the city to allow DADUs on smaller lots.

While staff agrees that other requirements of the proposed ordinance may provide guardrails for how DADUs are developed, Staff does not recommend eliminating the minimum lot size and recommends retaining the 11,000-square-foot minimum or a set minimum lot size at this time. Smaller lots can create greater concerns related to building separation, privacy, parking, lot coverage, and the overall concentration of structures on a property. Staff believes the 11,000-square-foot standard provides a reasonable starting point and can be reconsidered in the future after the city has experience administering the new DADU regulations.

Existing code prohibits IADUs on lot sizes smaller than 6,000 square feet. By allowing DADUs on any lot size it creates an inconsistency in code.

- Owner Occupancy. The Planning Commission recommends that the owner-occupancy requirement apply only to the property owner who initially applies for and receives approval of the accessory dwelling unit, and that the requirement not apply if the property owner were to move to a different location. If the property is sold, the new property owner would need to apply for a permit.

Staff directly opposes this recommendation. Allowing the owner-occupancy requirement to expire when the property owner moves would create different standards for otherwise similar properties based solely on when the ADU was approved or whether the property had changed ownership, which would become an administrative challenge. It would also allow a requirement intended to ensure continued on-site ownership and management of the property to be eliminated.

Owner occupancy helps maintain the ADU as an accessory use of a single-family property rather than allowing the property to function primarily as a two-unit rental investment. Without an owner-occupancy requirement, both the primary dwelling and accessory dwelling could be rented independently, creating a use that would function similarly to a duplex while remaining within a single-family residential zone. Staff believes maintaining an owner-occupancy requirement provides a reasonable balance between expanding housing opportunities and preserving the intended character and function of the city's single-family residential neighborhoods.

Staff could not find any municipality that has permitted the owner occupancy requirement to expire if the property owner moves and it would appear the recommendation from the Planning Commission is more permissive than the approach taken by other Utah cities. Staff recommends that the owner-occupancy requirement apply to the owner of the property for as long as the ADU is maintained or rented, regardless of when the property is purchased or if the property owner moves.

Recommendation

Staff recommends the City Council hold a public hearing, review, and approve the proposed accessory dwelling unit text amendment with the Planning Commission recommendation amending the ADU ordinance by adopting Ordinance 644.

Staff recommends that the Council not accept the Planning Commission recommendations to eliminate the minimum lot size or to limit the owner-occupancy requirement to the initial applicant only. Staff recommends retaining the 11,000-square-foot minimum or a set minimum lot size for DADUs and requiring owner occupancy to apply to the current or future property owner for as long as an ADU is maintained or rented on the property.

THE CITY OF WOODS CROSS, UTAH

ORDINANCE No. 645

AN ORDINANCE OF THE WOODS CROSS CITY COUNCIL AMENDING TITLE 12, ZONING, CHAPTER 2, DEFINITIONS, AND CHAPTER 28, LAND USE AND SUPPLEMENTARY REGULATIONS, OF THE WOODS CROSS CITY CODE TO ESTABLISH REGULATIONS FOR INTERNAL AND DETACHED ACCESSORY DWELLING UNITS.

WHEREAS, the City is authorized to enact ordinances, resolutions, and rules, and to ensure the orderly growth, development, and expansion of the City; and

WHEREAS, during the 2026 General Session, the Utah Legislature adopted S.B. 284, which created Utah Code Section 10-21-304 addressing detached accessory dwelling units and requires qualifying municipalities to permit detached accessory dwelling units on qualifying lots or parcels; and

WHEREAS, the City Council finds it reasonable and necessary to amend the Woods Cross City Code to comply with state law and to establish objective standards for the review, construction, and use of internal and detached accessory dwelling units; and

WHEREAS, the Planning Commission held a public hearing on September 8, 2026, and forwarded a recommendation to the City Council concerning the proposed amendments.

NOW THEREFORE, BE IT ORDAINED by the City Council of Woods Cross City, Utah, as follows:

Section 1. Amendment of Ordinance. Title 12 Zoning Chapter 2, *Definitions*, and Chapter 28, *Land Use and Supplementary Regulations*, of the Woods Cross City Code are amended as provided in Exhibit “A,” attached hereto and incorporated herein by this reference.

Section 2. Repeal of Prior Ordinance. All prior versions of the provisions amended by this Ordinance are repealed to the extent they conflict with the amendments adopted herein.

Section 3. Severability. If any section, part or provision of this Ordinance, which shall include all exhibits, is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance; all sections, parts and provisions of this Ordinance shall be severable and enforced to the fullest lawful extent to meet the purposes hereof.

Section 4. Penalty. Violations of this Ordinance shall be established in Section 14-01-080 and Fines per Section 14-01-090 of the Woods Cross Municipal Code and Utah State Code.

Section 5. Effective Date. This Ordinance shall become effective immediately upon approval of the City Council and recording with the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS, UTAH ON THIS 15th DAY OF SEPTEMBER 2026.

THE CITY OF WOODS CROSS, UTAH

By: _____
RYAN WESTERGARD, MAYOR

Voting:

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

ATTEST:

SEAL:



Annette Hanson
City Recorder

RECORDED in the office of the City Recorder this 15th day of September 2026.

CHAPTER 12-2 DEFINITIONS

Purpose and Interpretation; Definitions Incorporated by Reference.

For the purpose of this Title, certain words and terms are defined as follows:

- (a) Words used in the present tense include the future.
- (b) Words in the singular number include the plural and the plural will include the singular.
- (c) Words which are not included herein, but are defined in the Uniform Building Code, shall have the meaning as defined within said Uniform Building Code.
- (d) The word “shall” is mandatory and not directory.
- (e) Chapter and section headings contained herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any chapter or section herein.
- (f) Other definitions set forth in the various Chapters of this Title are incorporated herein by reference.
- (g) Where words are not defined in this Chapter or Title, reference should be made to well recognized dictionary sources such as Webster’s New Collegiate Dictionary and Black’s Law Dictionary.
- (h) All references to code provisions and provisions of ordinances, regulations and rules shall be deemed to include any amendments to the same as they may be amended or adopted from time to time.
- (i) The definitions set forth in the Land Use Development and Management Act, *Utah Code Ann.* §10-9a-101, et seq. are incorporated herein by reference.
- (j) The definitions set forth in the various chapters of this Title are incorporated herein by reference.

Accessory Dwelling Unit or ADU. A dwelling unit that contains its own kitchen, bedroom(s), and bathroom facilities, is subordinate to a primary dwelling unit, and is located on that same lot/parcel as the primary dwelling unit.

Accessory Dwelling Unit, Internal or IADU. An internal accessory dwelling unit is an ADU found within the footprint of a primary dwelling at the time the internal accessory dwelling unit is created. These include a basement converted into a separate living space or a portion of an existing primary dwelling that is converted into separate living space.

Accessory Dwelling Unit, Detached or DADU. A stand-alone structure that includes an ADU separate from the primary dwelling. A DADU can be built as an entirely separate unit or constructed as part of an existing accessory structure, such as a detached garage. It can only be within the side yard or rear yard area of the primary dwelling.

CHAPTER 12-28 LAND USE AND SUPPLEMENTARY REGULATIONS

- 12-28-101. Land Use Table
- 12-28-102. Supplementary Regulations.
- 12-28-103. Administrative Review and Approval – Appeals.
- 12-28-104. Projections Into Yards.
- 12-28-105. Additional Height Regulations.
- 12-28-106. Annexation.
- 12-28-107. Clear View of Intersecting Streets.
- 12-28-108. Culinary Water and Sewage Disposal.
- 12-28-109. Fencing Regulations.
- 12-28-110. Yard, Landscaping, Maintenance and Storage.
- 12-28-111. Temporary Uses.
- 12-28-112. Self-Service Storage Facilities.
- 12-28-113. Flag Lots.
- 12-28-114. Noise Abatement Requirements.
- 12-28-115. Sexually Oriented Businesses.
- 12-28-116. Single-Family Dwelling Regulations.
- 12-28-117. Urban Chickens.
- 12-28-118. Apiaries (Beekeeping).
- 12-28-119. Westwood Mobile Home Subdivision.
- 12-28-120. Rail Spurs as a Conditional Use.
- 12-28-121. Development Agreements.
- 12-28-122. Public Utility Facilities.
- 12-28-123. Accessory Dwelling Units (ADU's).
- 12-28-124. Short-term Rentals.
- 12-28-125. Revocation Proceedings.
- 12-28-126. Shipping Containers

12-28-123. Accessory Dwelling Units (ADUs).

~~(a) Purpose and Intent; Director Review. The purposes of this Section are to assist in the creation of new housing units; to support a more efficient use of existing housing stock and infrastructure; to provide housing that responds to changing family needs, smaller households, and increasing housing costs; and to provide reasonable regulations for the construction and use of Accessory Dwelling Units within the City.~~

~~The Planning Commission is vested with authority to review and evaluate applications under this Section and to approve, approve with conditions, or deny any such application. Conditions imposed for approval shall be designed to mitigate any adverse effects of an ADU.~~

~~(b) Limitations on Accessory Dwelling Units~~

~~(1) External Accessory Dwelling Units ("EADU") are not allowed as a permitted or conditional use in any zone of the City. Mobile homes, recreational vehicles, travel/camp trailers and similar units are prohibited for use as an EADU or for any other dwelling purpose under this Title.~~

- ~~(2) Internal Accessory Dwelling Units (IADUs) — Use and Location. Subject to the requirements of this Section, one IADU is allowed as a permitted use in a single-family dwelling in any zone that is primarily for single-family residential uses, e.g., the City's R-1-8, R-1-15/20 and SFRT Zones; IADUs are also allowed in a single-family dwelling in the A-1 Zone~~
- ~~(A) The IADU shall be located within the footprint of the primary dwelling at the time the IADU is created.~~
- ~~(B) The IADU shall be used exclusively for the purpose of offering a long-term rental of thirty (30) days or longer.~~
- ~~(C) The IADU may house a maximum of four (4) unrelated tenants.~~
- ~~(c) General Regulations. The following regulations shall apply to all IADUs in the City.~~
- ~~(1) Parking. A primary dwelling with an IADU shall provide parking in a manner consistent with the City's parking ordinances, rules and regulations. In addition to the parking standards of the City and in the applicable Zone, there shall be at least one (1) off-street parking stall for an IADU. If an IADU is created within a garage or carport, the parking spaces previously contained within the garage or carport shall be replaced with similar facilities.~~
- ~~(2) The minimum size of the IADU shall be four hundred (400) square feet of living space within the primary dwelling.~~
- ~~(3) The IADU shall comply with all applicable building, health and fire codes.~~
- ~~(4) The IADU shall be designed in a manner that minimizes any changes in the appearance of the primary dwelling as a single-family dwelling.~~
- ~~(5) An IADU is prohibited within any mobile home (as defined by U.C.A. §57-16-3).~~
- ~~(6) If the primary dwelling is served by a septic tank, written approval shall be required from the Davis County Health Department.~~
- ~~(7) The lot or parcel on which the primary dwelling is located shall be at least 6,000 square feet in size.~~
- ~~(8) An IADU shall provide kitchen, sleeping, and sanitary facilities that are separate from those provided within the primary dwelling unit.~~
- ~~(9) The IADU shall share all utility meters with the primary residence.~~
- ~~(10) An IADU will not be given a separate address by the City. Residences with IADUs may refer mail to the IADU by the same street address as the residence and refer to the owner-occupant as located in unit "A" and the~~

tenant(s) in the IADU as located in unit "B," or by similar logical distinction.

- ~~(11) — An IADU shall not be used as a Short-term Rental, shall not be listed for rental on a short-term rental website or for rental in any other media or publication.~~

~~(d) — IADU Application and Permit:~~

- ~~(1) — Every owner of an IADU in the City shall obtain a permit before any portion of a single-family residence is used for that purpose. A permit issued under this Section does not run with the land and expires upon the residence failing to be owner-occupied or upon the sale of the residence.~~
- ~~(2) — An application for an IADU permit shall be filed with the Director and accompanied by the fee required by the Consolidated Fee Schedule.~~
- ~~(3) — An applicant shall file a site plan and floor plan with the application. The site plan and floor plan shall demonstrate that all requirements of this section are met, including without limitation requirements related to: compliance with all health, building and fire codes; parking requirements; size of the IADU; utility services; and kitchen, sleeping and sanitary facilities.~~
- ~~(4) — The site plan and floor plan shall be drawn accurately to scale showing property lines and dimensions, the location of existing buildings or additions, distances from buildings or additions to property lines, the location of parking stalls, utility meters, entrances to the home, and areas within the single-family residence to be used as an IADU.~~

~~(e) — Noncompliance; Revocation or Withdrawal of Permit. A permit for an IADU may be revoked or withdrawn in the following circumstances:~~

- ~~(1) — The conditions upon which the permit has been issued no longer are maintained by the property owner;~~
- ~~(2) — The requirements of this Section or the permit have been violated; or~~
- ~~(3) — The property owner applies for a withdrawal by submitting a sworn declaration that the property owner or lawful tenant is not and will not allow any occupant to use the accessory dwelling unit in violation of this section.~~

~~(f) — Enforcement; Revocation of Permit. In the event of a violation of this Section, enforcement and revocation proceedings may be commenced as provided in this Chapter.~~

- (a) Purpose and Intent; Administrative Review. The purposes of this Section are to assist in the creation of additional housing units; to support the efficient use of existing housing stock, land, and infrastructure; to provide housing that responds to changing family needs, smaller households, and housing costs; and to

establish reasonable regulations for the construction and use of Accessory Dwelling Units within the City consistent with applicable state law.

Accessory Dwelling Units authorized by this Section are permitted uses subject to compliance with the objective requirements of this Section and other applicable provisions of this Title.

The Director, or designee, is vested with authority to administratively review applications under this Section and to approve or deny an application based upon compliance with the requirements of this Section. An application that complies with the applicable requirements of this Section shall be approved.

(b) General Limitations on Accessory Dwelling Units.

- (1) No more than one (1) Accessory Dwelling Unit, whether an IADU or DADU, is permitted on a lot or parcel.
- (2) An ADU shall be accessory and subordinate to a legally established primary single-family dwelling.
- ~~(3) The owner of record of a lot or parcel on which an ADU is located shall reside as the owner's primary residence in either:
(A) the primary single-family dwelling; or
(B) the ADU.~~
- ~~(4) The primary dwelling or ADU shall not be rented to separate households while the owner of record resides elsewhere.~~
- (3) Initial ADU permit applicant shall be the owner of record of the lot or parcel on which the ADU is located and shall reside in either the primary single-family dwelling or the ADU. If the property is sold the new owner would need to apply for a new ADU permit. If the original owner and ADU applicant retains ownership of the property and moves elsewhere, the home and the ADU may be rented separately.**
- (4) An ADU shall not be rented, leased, offered, or advertised for occupancy for a period of less than thirty (30) consecutive days.
- (5) Recreational vehicles, motor homes, travel trailers, camp trailers, mobile structures, shipping containers not converted and approved as permanent buildings, and other temporary or movable structures shall not be used as an ADU or for permanent dwelling purposes.
- (6) An ADU shall comply with all applicable building, health, fire, and other codes applicable to residential occupancy.
- (7) An ADU shall not be separately subdivided, condominiumized, or sold separately from the primary dwelling and underlying lot or parcel.

(c) Internal Accessory Dwelling Units (IADU).

Subject to the requirements of this Section, one IADU is allowed as a permitted use within a qualifying primary dwelling in any area in which an IADU is required to be permitted by Utah Code §10-21-303.

- (1) An IADU shall be subject to the following
 - (A) The IADU shall be located within the footprint of the primary dwelling at the time the IADU is created.
 - (B) The primary dwelling shall be a detached single-family dwelling.
 - (C) The IADU shall provide kitchen, sleeping, and sanitary facilities separate from those provided for the remainder of the primary dwelling.
 - (D) An IADU is prohibited within a mobile home as defined by applicable Utah law.
 - (E) If the primary dwelling is served by a septic system, the property owner shall provide evidence of approval from the applicable health department when required by applicable law or health regulation.
 - (F) An IADU shall be prohibited on a lot or parcel six thousand (6,000) square feet or less.
 - (G) An IADU shall be designed in a manner that does not materially change the appearance of the primary dwelling as a single-family dwelling.
 - (H) A separate utility meter shall not be installed solely for the IADU.
 - (I) The IADU shall not be assigned a separate street or mailing address.
- (2) Internal Accessory Dwelling Unit Parking.
 - (A) A primary dwelling containing an IADU shall provide at least one (1) additional on-site parking space for the IADU in addition to parking required for the primary dwelling.
 - (B) If an IADU is created within a garage or carport and the conversion eliminates parking spaces otherwise required for the primary dwelling, the required parking spaces shall be replaced on-site.

(d) Detached Accessory Dwelling Unit (DADU).

Subject to the requirements of this Section, one DADU shall be permitted on a lot or parcel when:

- ~~(1) The lot or parcel is eleven thousand (11,000) square feet or larger;~~

- (2) The lot or parcel contains a detached single-family dwelling;
- (3) No other IADU or DADU exists on the lot or parcel; and
- (4) The DADU complies with this Section and all other applicable requirements of this Title.

General requirements applicable to all DADU permits:

(A) Location and Setbacks.

- (i) A DADU shall not be located within the required front-yard area or corner side yard between the primary dwelling and the street of a lot or parcel.
- (ii) A DADU shall maintain a minimum setback of five (5) feet from an interior side, corner side, or rear property line and a minimum separation of six (6) feet from the primary dwelling and other structures on the same lot, except where a greater separation is required by applicable building or fire code. A DADU shall comply with all applicable street-side, clear-view, easement, utility, building, and fire-code requirements.
- (iii) Exterior windows of the DADU shall not negatively impact adjacent properties.
- (iv) A DADU shall not be located within a public utility easement or other recorded easement unless the easement holder has provided written authorization acceptable to the City.

(B) Size, Height, and Lot Coverage.

- (i) A DADU shall not be larger in gross floor area than the primary dwelling located on the same lot or parcel.
- (ii) A DADU shall comply with the height requirements otherwise applicable to accessory structures in the zoning district in which the property is located.
- (iii) A DADU shall comply with maximum lot coverage requirements of the underlying zoning district.
- (iv) A garage, storage area, or other uninhabitable space constructed in conjunction with a DADU shall be included when determining compliance with applicable accessory building size and lot coverage.

- (C) Design. A DADU shall be designed consistent with the single-family dwelling.
- (D) Parking. In addition to parking otherwise required for the primary dwelling:
 - (i) A DADU containing less than six hundred fifty (650) square feet of habitable floor area shall provide one (1) additional on-site parking space.
 - (ii) A DADU containing six hundred fifty (650) square feet or more of habitable floor area shall provide two (2) additional on-site parking spaces.
 - (iii) Required parking may be provided within an approved driveway, garage, carport, or other approved on-site parking area.
 - (iv) If a detached garage is converted to a DADU, parking spaces required for the primary dwelling that were located within the detached garage shall be replaced on-site.
- (E) DADU Utilities and Infrastructure.
 - (i) A DADU shall have lawful and adequate access to required utility services.
 - (ii) The City may prohibit or deny a DADU if the DADU will not have adequate access to a required utility service that constitutes a project improvement, including:
 - (1) Sanitary sewer;
 - (2) Culinary water;
 - (3) Electrical service; or
 - (4) Storm water facilities.
 - (iii) The City may prohibit or deny a DADU if a utility service constituting a system improvement to which the DADU is required to connect lacks sufficient capacity to support the DADU.
 - (iv) The property owner shall be responsible for lawful connection, extension, improvement, and utility costs associated with serving the DADU.
- (e) Conversion of a Legally Constructed Accessory Structure to a DADU.

An owner may apply to convert a legally constructed accessory structure, including a detached garage, to a DADU. Conversion shall be approved when:

- (1) The lot or parcel qualifies for a DADU under this Section;
 - (2) The accessory structure was legally constructed or otherwise constitutes a lawful structure under this Title;
 - (3) The structure complies with applicable dwelling and accessory structure setback requirements or otherwise has lawful nonconforming status that permits the proposed conversion;
 - (4) The proposed conversion complies with all applicable building, health, and fire codes;
 - (5) Parking required for the primary dwelling that is eliminated through conversion of a detached garage is replaced on-site; and
 - (6) All required building permits and approvals have been obtained.
- (f) ADU Application and Permit.
- (1) Before an IADU or DADU is rented or occupied as a separate dwelling unit, the property owner shall obtain an ADU and Building Permit.
 - (2) An application shall be filed with the Director on a form provided by the City and shall be accompanied by the applicable fee established by the Consolidated Fee Schedule.
 - (3) A complete application shall contain information reasonably necessary for the City to determine compliance with applicable requirements and may include:
 - (A) A site plan, which includes location of existing and proposed buildings, property lines and dimensions, setbacks, easements, and parking locations;
 - (B) A floor plan of the ADU and primary dwelling, if applicable;
 - (C) Building elevations, if applicable, to show dimensional requirements;
 - (D) Utility locations and connections;
 - (E) Square footage;
 - (F) Owner-occupancy documentation; and
 - (G) Other information reasonably necessary to demonstrate compliance with objective requirements of this Section.
- (g) Change in Ownership.

- (1) A rental permit or registration issued under this Section shall remain valid only while the property complies with the requirements applicable to the ADU.
- (2) Upon transfer of ownership of a property containing an ADU, a new owner shall obtain any owner-occupancy affidavit, rental permit, registration, or license required by the City before renting the ADU.
- (3) Transfer of ownership does not by itself require removal of a lawfully established ADU, provided the ADU continues to comply with applicable land use, building, health, and fire requirements.

(h) Noncompliance; Revocation or Withdrawal of Permit.

A permit for an ADU may be revoked or withdrawn in the following circumstances:

- (1) The requirements upon which the permit was issued are no longer satisfied;
- (2) The requirements of this Section or other applicable law have been violated;
- (3) The ADU is altered or expanded in violation of applicable approvals; or
- (4) The property owner requests withdrawal or termination of the permit.

Prior to revocation, the City shall provide any notice and opportunity to cure or contest the alleged violation required by applicable law.

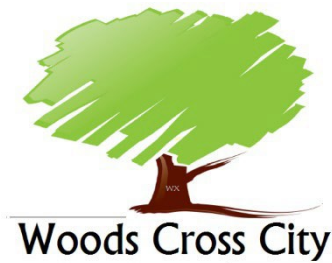
(i) Enforcement.

Violations of this Section may be enforced as provided by this Title and applicable state law.

Action Items

Memo

To: Woods Cross Mayor and City Council
From: Bryce K Haderlie, City Administrator
Date: September 10, 2026
Re: Creation of Local Building Authority of Woods Cross City



Recommendation

I recommend that the City Council approve the resolution creating the **Local Building Authority of Woods Cross City, Utah (LBA)** and approve the related Articles of Incorporation and Bylaws.

Background and Purpose

Mr. Brandon Johnson, Bond Counsel with Farnsworth Johnson PLLC will attend the meeting to present the associated documents for your consideration. As the City moves forward with the design and financing of the new City Hall and Hogan Park improvements. As part of the anticipated financing for this project, the City needs to establish a Local Building Authority to provide the legal structure necessary for the planned issuance of bonds to finance the project.

Utah law authorizes the City Council to create a Local Building Authority to acquire, improve, construct, or finance public facilities on behalf of the City. The proposed Articles specifically authorize the LBA to finance City projects through the issuance of bonds, notes, or other obligations.

Creation of the LBA is therefore an important step in preparing for the future bond financing of the City Hall/Hogan Park project. **Approval of this resolution creates the LBA; it does not, by itself, authorize the issuance of the bonds.** Any future issuance of LBA obligations must first be approved by the City Council through a separate resolution or proceeding approving the issuance and its terms.

Future Use of the LBA

Although the immediate reason for establishing the LBA is the anticipated financing of the City Hall/Hogan Park project, the Authority is not limited to this single project. Its Articles allow it to acquire, improve, extend, and finance public buildings and other facilities that the City is legally authorized to provide.

Establishing the LBA now also provides the City with a financing mechanism that may be available for future public facilities or capital projects when the City Council determines that use of the LBA is appropriate and financially advantageous. Each future financing would remain subject to the applicable legal requirements and City Council approval.

The LBA will remain closely tied to the City. Under the proposed Articles, the City Council serves as the Board of Trustees of the LBA, with changes in Council membership automatically reflected in the Authority's Board.

Recommended Action

I recommend approval of the resolution organizing the **Local Building Authority of Woods Cross City, Utah**, approving its Articles of Incorporation and Bylaws, and authorizing the appropriate City officials to complete the actions necessary to establish the Authority. The resolution expressly authorizes those organizational steps.

Creating the LBA positions the City to proceed with the anticipated financing of the City Hall/Hogan Park project while establishing a useful financing structure for future City capital needs.

Woods Cross, Utah

September 15, 2026

The City Council (the “*Council*”) of Woods Cross City, Utah (the “*City*”), met in public session on September 15, 2026, at 1555 West 800 South, in Woods Cross, Utah, at 6:30 p.m., Utah time, due, legal and timely notice of the meeting having been given as required by law and the rules of the Council.

The meeting was called to order by the Mayor. On roll call, the following members, constituting a quorum, were present:

Mayor	Ryan Westergard
Council Member	Julie Checketts
Council Member	Wallace Larrabee
Council Member	Rachel Peterson
Council Member	Eric Jones
Council Member	Jim Grover

ABSENT: _____

The City Recorder presented to the Council an affidavit evidencing the giving of not less than twenty-four (24) hours’ public notice of the agenda, date, time and place of the September 15, 2026 regular meeting of the Council in compliance with the requirements of Section 52-4-202(1), Utah Code Annotated 1953, as amended, by (1) posting written notice of the meeting at the principal office of the Council, and (2) posting written notice of the meeting at the Utah Public Notice Website. The affidavit was ordered recorded in the minutes of the meeting and is as follows:

STATE OF UTAH)
)
COUNTY OF DAVIS)

I, the undersigned, the duly qualified and acting City Recorder of the Woods Cross City, Utah (the “City”), do hereby certify that, according to the records of the City Council of the City (the “Council”) in my official possession, and upon my own knowledge and belief, in accordance with the requirements of Section 52-4-202(1), Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours’ public notice of the agenda, date, time and place of the September 15, 2026 regular public meeting held by the Council, by:

(a) causing a Notice of Public Meeting to be posted at the principal office of the Council at 1555 West 800 South, Woods Cross, Utah, at least twenty-four (24) hours before the convening of the meeting, in the form attached hereto as *Exhibit A*, such Notice of Public Meeting having continuously remained so posted and available for public inspection during the regular office hours of the Council until the convening of the meeting; and

(b) causing a Notice of Public Meeting to be posted at the Utah Public Notice Website at least twenty-four (24) hours before the convening of the meeting.

IN WITNESS WHEREOF, I have hereunder subscribed my official signature this September 15, 2026.

City Recorder

After the conduct of other business not pertinent to the following, the following resolution was introduced in written form for consideration by the Council. After due consideration of the resolution by the Council, _____ moved for its adoption, and _____ seconded the motion. On being put to a vote, the motion was carried by the following vote:

AYE:

NAY:

ABSENT:

The resolution is as follows:

RESOLUTION 2026-1018

A RESOLUTION APPROVING THE ORGANIZATION OF THE LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH, AND THE FORMS OF ARTICLES OF INCORPORATION AND BYLAWS RELATING THERETO; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO TAKE ALL NECESSARY ACTIONS IN CONNECTION THEREWITH; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Utah Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the “*Act*”), the City Council (the “*Council*”) of Woods Cross City, Utah (the “*City*”), is authorized to create a Local Building Authority; and

WHEREAS, the Council considers it necessary and desirable to organize a nonprofit corporation as the Local Building Authority (the “*Corporation*”) solely for the purpose of accomplishing the public purposes for which the City exists by acquiring, improving or extending such improvements, facilities or properties and appurtenances to them and financing their costs on behalf of the City, all in accordance with the procedures and subject to the limitations of the Act; and

WHEREAS, Section 17D-2-201 of the Act provides that the articles of incorporation and bylaws of a Local Building Authority, such as the Corporation, are to be approved by the Council; and

WHEREAS, there have been presented to and reviewed by the Council proposed Articles of Incorporation (a copy of the form of which is attached hereto as *Exhibit B* and which by this reference is incorporated herein) and proposed Bylaws (a copy of the form of which is attached hereto as *Exhibit C* and which by this reference is incorporated herein) for the Corporation, and the Council desires to approve the organization of the Corporation and such proposed documents and to authorize the appropriate officers of the City to take all necessary or desirable actions in connection with the organization of the Corporation as required by law;

NOW, THEREFORE, Be it Resolved by the City Council of Woods Cross City, Utah, as follows:

Section 1. The Council hereby approves the organization of the Local Building Authority of Woods Cross City, Utah (the “*Corporation*”), to function on behalf of the City as its Local Building Authority in accordance with the provisions of the Act, as the same now exists or as it may be from time to time amended. In connection with the organization of the Corporation as hereby approved, the Council hereby approves (a) the Articles of Incorporation of the Corporation in the form presented to and reviewed by the Council that is attached hereto as *Exhibit B* and (b) the Bylaws of the Corporation in the form presented to and reviewed by the Council that is attached hereto as *Exhibit C*.

Section 2. The members of the Council are hereby authorized and directed as incorporators to execute the Articles of Incorporation of the Corporation in the form hereby approved, the legal counsel of the City shall cause such executed Articles of Incorporation to be filed with the Division of Corporations and Commercial Code of the State of Utah, and the Mayor, the City Recorder, the legal counsel of the City and other officers of the City are hereby authorized and directed to take all necessary or desirable actions to cause the organization of the Corporation in accordance with the Act and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended.

Section 3. The Council hereby ratifies, confirms and approves all actions heretofore taken by the officers of the City to arrange for the organization of the Corporation and the financing of certain projects on behalf of the City by the Corporation as authorized by the Act.

Section 4. It is hereby declared that all parts of this resolution are severable, and if any section, paragraph, clause or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this resolution.

Section 5. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this resolution shall be in full force and effect immediately upon its adoption.

APPROVED AND ADOPTED this September 15, 2026.

By _____
Mayor, Ryan Westergard

COUNTERSIGN AND ATTEST:

By _____
City Recorder, Annette Hanson



(Other business not pertinent to the above appears in the minutes of the meeting.)

Pursuant to motion duly made and carried, the meeting was adjourned.

WOODS CROSS CITY, UTAH

By _____
Mayor, Ryan Westergard

ATTEST:

By _____
City Recorder, Annette Hanson



STATE OF UTAH)
)
COUNTY OF DAVIS)

I, the duly chosen, qualified and acting City Recorder of Woods Cross City, Utah (the “City”), do hereby certify that the foregoing is a full, true and correct copy of the extracts of minutes of a regular meeting of the City Council (the “Council”) held at the City Office located at 1555 West 800 South, in Woods Cross, Utah, within the City, on September 15, 2026, including a resolution adopted at said meeting, as recorded in the regular official book of minutes of the proceedings of the Council kept in my office, that all members were given due, legal and timely notice of said meeting, that the meeting therein shown was in all respects called, held and conducted in accordance with law and in full conformity therewith, and that the persons therein named were present at the meeting, as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand this September 15, 2026.

City Recorder, Annette Hanson



EXHIBIT A

[ATTACH NOTICE OF PUBLIC MEETING]

EXHIBIT B

[ATTACH FORM OF ARTICLES OF INCORPORATION]

EXHIBIT C

[ATTACH FORM OF BYLAWS]

ARTICLES OF INCORPORATION
OF
LOCAL BUILDING AUTHORITY OF
WOODS CROSS CITY, UTAH

We, the undersigned persons, acting as incorporators of a corporation under the Utah Revised Nonprofit Corporation Act, adopt the following articles of incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation shall be: LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH.

ARTICLE II

DURATION

The period of duration of the corporation shall be perpetual unless and until dissolved according to Article XIV hereof or by operation of law.

ARTICLE III

ORGANIZATION AS NONPROFIT CORPORATION

The corporation is organized as a nonprofit corporation pursuant to the provisions of the Utah Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the “*Building Authority Act*”), and in accordance with the procedures set forth in the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “*Nonprofit Corporation Act*”). The corporation does not contemplate pecuniary

gain or profit to the trustees or officers thereof and shall so conduct its affairs so that no profit or income from the operation thereof shall inure to any trustee or officer of the corporation or to any private person or private corporation. No distribution shall ever be made of any of the properties, assets or income of the corporation to any trustee or officer thereof or to any private person or private corporation. Notwithstanding anything herein to the contrary, the corporation may be dissolved as provided in Article XIV hereof.

ARTICLE IV

PURPOSES AND POWERS

The purposes of organizing the corporation are:

(a) To accomplish the public purposes for which the Woods Cross City, Utah (the “City”) exists by acquiring, improving, or extending one or more projects consisting of improvements, facilities or properties and appurtenances to them that the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the City.

(b) To finance on behalf of the City the costs of acquiring, improving, or extending such projects by issuing the corporation’s bonds, notes or other evidences of indebtedness (collectively, the “*Obligations*”) pursuant to the Building Authority Act at any time.

(c) To conduct its business and affairs so as to tender by gift, or otherwise to transfer, as provided by law, to the City or its successors after all of the corporation’s

indebtedness has been paid or provision therefor has been made all rights, title and interest of the corporation in and to all of its properties, assets, and net earnings.

(d) Without limiting the generality of the foregoing, but subject to the limitations set forth in Article VIII hereof, the corporation shall have all the powers, privileges and rights necessary or convenient for carrying out the purposes for which the corporation is organized, and the incorporators hereby claim for the corporation all the benefits, privileges, rights and powers created, given, extended or conferred by the provisions of all applicable laws of the State of Utah, including, without limitation, the Building Authority Act and the Nonprofit Corporation Act, and any additions, amendments or supplements thereto.

ARTICLE V

MEMBERS

The corporation shall have no members and shall issue no shares of stock evidencing membership.

ARTICLE VI

BYLAWS

The Board of Trustees of the corporation (the “*Board of Trustees*”) shall have the power to adopt Bylaws for the regulation and management of the affairs of the corporation not inconsistent with law or these Articles of Incorporation, and to amend or repeal any or all of such Bylaws, by the vote of a majority of the trustees present at any regular or special meeting of the Board of Trustees, as provided and subject to the limitations in the Bylaws.

ARTICLE VII
AMENDMENT TO ARTICLES

These Articles of Incorporation may be amended or repealed in the manner provided by law; *provided, however*, that to the extent permitted by applicable law, after the issuance of any Obligations of the corporation and while any such Obligations may be outstanding, the provisions of Article III and Article IV(c) hereof may not be amended or repealed unless necessary to comply with the requirements of applicable law, and no articles of amendment shall be delivered to the Utah Division of Corporations and Commercial Code (and no amendment shall become effective) until a certified copy of a resolution or other proceeding of the City Council of the City (the “*Council*”) approving such amendment shall have been filed with the Secretary of the corporation.

ARTICLE VIII
ISSUANCE OF OBLIGATIONS TO BE APPROVED

No Obligations of the corporation shall be issued until a certified copy of a resolution or other proceeding of the Council approving the issuance of such Obligations and their terms shall have been filed with the Secretary of the corporation.

ARTICLE IX
TRUSTEES

The corporation shall be administered and under the responsibility of a Board of Trustees subject to the following:

- (a) The number of trustees who shall constitute the Board of Trustees of the corporation shall be six or such other number as provided in the Bylaws of the corporation.

(b) The Board of Trustees of the corporation shall be composed of the members of the Council and any change in the membership of the Council shall automatically and without any action required hereunder operate to change the composition of the membership of the Board of Trustees of the corporation in the manner provided in the Bylaws of the corporation and in accordance with law.

(c) Members of the Board of Trustees of the corporation may be removed and replaced by the Council at any time in its discretion to the extent provided by law.

ARTICLE X

INITIAL BOARD OF TRUSTEES

The number of trustees who shall constitute the initial Board of Trustees of the corporation shall be six. The names and business addresses of the persons who are to serve as the initial trustees until their successors are appointed and qualified are:

<u>NAME</u>	<u>STREET ADDRESS</u>
Ryan Westergard	1555 West 800 South Woods Cross, Utah 84087
Julie Checketts	1555 West 800 South Woods Cross, Utah 84087
Wallace Larrabee	1555 West 800 South Woods Cross, Utah 84087
Rachel Peterson	1555 West 800 South Woods Cross, Utah 84087
Eric Jones	1555 West 800 South Woods Cross, Utah 84087
Jim Grover	1555 West 800 South Woods Cross, Utah 84087

ARTICLE XI
INCORPORATORS

The name and street address of each incorporator are as follows:

<u>NAME</u>	<u>STREET ADDRESS</u>
Ryan Westergard	1555 West 800 South Woods Cross, Utah 84087
Julie Checketts	1555 West 800 South Woods Cross, Utah 84087
Wallace Larrabee	1555 West 800 South Woods Cross, Utah 84087
Rachel Peterson	1555 West 800 South Woods Cross, Utah 84087
Eric Jones	1555 West 800 South Woods Cross, Utah 84087
Jim Grover	1555 West 800 South Woods Cross, Utah 84087

ARTICLE XII

INITIAL PRINCIPAL OFFICE AND REGISTERED OFFICE

The location and street address of the initial principal office and registered office of the corporation are as follows:

1555 West 800 South
Woods Cross, Utah 84087

ARTICLE XIII

REGISTERED AGENT

The corporation hereby appoints as its initial registered agent Annette Hanson, an individual resident in the State of Utah. The location and street address of the registered office of such registered agent are as follows:

1555 West 800 South
Woods Cross, Utah 84087

ARTICLE XIV

DISSOLUTION

The corporation may be dissolved in the manner provided in the Bylaws and as provided by law, including, without limitation, Section 17D-2-701 of the Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, the undersigned incorporators have executed these articles this September 15, 2026.

Ryan Westergard

Julie Checketts

Wallace Larrabee

Rachel Peterson

Eric Jones

Jim Grover

ACKNOWLEDGMENT OF REGISTERED AGENT

The undersigned hereby acknowledges and accepts appointment as the initial registered agent of the Local Building Authority of Woods Cross City, Utah, the Utah nonprofit corporation organized pursuant to the Articles of Incorporation to which this acknowledgment is attached.

IN WITNESS WHEREOF, the undersigned registered agent has hereunto set her hand this September 15, 2026.

City Recorder, Annette Hanson



**BYLAWS OF THE
LOCAL BUILDING AUTHORITY OF
WOODS CROSS CITY, UTAH**

THESE BYLAWS have been adopted for the regulation and management of the affairs of the Local Building Authority of Woods Cross City, Utah (the “*Corporation*”), subject to the provisions of its Articles of Incorporation and the laws of the State of Utah, at a meeting of the Board of Trustees (the “*Board of Trustees*”) of the Corporation held in Woods Cross, Utah, on [October 6], 2026, duly called for that purpose.

ARTICLE I

PROPERTY INTEREST AND NON-LIABILITY OF TRUSTEES AND OFFICERS

Section 1.1. Nonprofit Character and Property Interest. The Corporation is organized and shall operate as a nonprofit corporation that does not distribute any part of its income to its trustees or officers. No trustee or officer of the Corporation shall have any right, title or interest in or to any property, assets or income of the Corporation either prior to or at the time of the dissolution of the Corporation, all of which properties, assets and income shall at the time of dissolution be transferred to Woods Cross City, Utah (the “*City*”), as provided in the Articles of Incorporation of the Corporation. The property, assets and income of the Corporation shall not inure to the benefit of any private person or private corporation. No earnings of the Corporation may inure to the benefit of anyone other than the City.

Section 1.2. Non-Liability. No member of the Board of Trustees or officer of the Corporation shall be individually liable upon any indebtedness or liability incurred by the Corporation.

Section 1.3. Activities. The Corporation shall engage only in activities that are essentially public in character and that are consistent with the purposes for which the Corporation was organized as provided in its Articles of Incorporation.

ARTICLE II

MEETINGS

Section 2.1. Regular Meetings. The Board of Trustees may provide for the holding of regular meetings of the Board of Trustees, following such notice to the trustees and to the public as may be required by Section 2.3 hereof, at the regular meeting place of the City Council of the City (the “*Council*”) as shall be designated in the notice of the meeting. Any regular meeting of the Board of Trustees may be held on the same or a different day as the day on which regular meetings of the Council are held.

Section 2.2. Special Meetings. Special meetings of the Board of Trustees may be called upon a written order signed by any three trustees or by the President of the Corporation, and it

shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as provided in Section 2.3 hereof. Any special meeting of the Board of Trustees may be held at any place specified in the notice of such special meeting that is lawful for the holding of special meetings of the Council.

Section 2.3. Notice. Notice to the trustees of any regular or special meeting of the Board of Trustees of the Corporation shall be given by the Secretary in the same manner and at the same time as notice of any regular or special meeting, respectively, of the Council is required to be given to members of the Council as provided by law. The Secretary of the Corporation shall cause notice to be given to the public of any such meeting as required by law, including, but not limited to, any such notice as may be required by the Utah Open and Public Meetings Law (Title 52, Chapter 4, Utah Code Annotated 1953, as amended), as amended or supplemented from time to time.

Section 2.4. Waiver of Notice. By signing a written waiver, any trustee may waive any notice of a meeting required to be given by these Bylaws or any other notices required to be given to such trustee under the provisions of the Utah Revised Nonprofit Corporation Act or under the provisions of the Articles of Incorporation of the Corporation or these Bylaws. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Trustees need be specified in the waiver of notice of such meeting. The attendance of a trustee at any meeting shall constitute a waiver of notice of such meeting by such trustee, except where such trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting has not been lawfully called or convened.

Section 2.5. Quorum. A majority of the trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees; *provided, however,* that the minimum number of yes votes required to pass any resolution or to take any action by the Board of Trustees shall never be less than three. If less than a quorum is present at a meeting, a majority of the trustees present may adjourn the meeting from time to time without further notice.

Section 2.6. Voting. Each trustee shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the Board of Trustees.

ARTICLE III

TRUSTEES

Section 3.1. General Powers. The affairs of the Corporation shall be managed by its Board of Trustees, which shall exercise all of the powers of the Corporation.

Section 3.2. Number, Appointment, Tenure of Office and Removal. The number of trustees of the Corporation shall be six; *provided* that the number of trustees of the Corporation shall be increased or decreased automatically and without any further action of the Board of Trustees of the Corporation or of the Council (including, but not limited to, any action to amend

these Bylaws or the Articles of Incorporation of the Corporation) to equal the number of members of the Council at any time as the number of the members of the Council shall be increased or decreased as provided by law. The members of the Council shall act as the members of the Board of Trustees of the Corporation and, upon taking office as members of the Council, shall be considered as appointed to the Board of Trustees of the Corporation. The term of office of each trustee shall be the period during which such trustee serves as a member of the Council. Each trustee shall hold office for the term for which he or she is appointed and until his or her successor shall have been appointed and qualified or until his or her earlier death, resignation or removal from office. No trustee shall take office unless and until he or she is a duly elected or appointed member of the Council. Any trustee who ceases to be a member of the Council shall simultaneously cease to be a trustee. To the extent provided by law, members of the Board of Trustees may be removed and replaced by the Council at any time in its discretion, upon the filing with the Secretary of the Corporation of a certified copy of a resolution directing such removal and replacement adopted by the Council, a copy of which resolution shall be recorded in the corporate records of the Corporation; *provided, however*, that only a member of the Council may be appointed to replace any trustee so removed.

Section 3.3. Vacancies. Any vacancy occurring in the Board of Trustees, including any trusteeship to be filled by reason of an increase in the number of trustees as provided in Section 3.2 hereof, shall be filled by the member of the Council who has succeeded or been appointed to a position as a member of the Council as a result of a vacancy on the Council or as a result of the increase in the number of members of the Council, such appointment as a trustee to be effective upon such successor taking office as a member of the Council. Any such vacancy in the Board of Trustees shall remain unfilled until the election or appointment of a new member to the Council who shall be considered as appointed to the Board of Trustees in the manner provided in Section 3.2 hereof.

Section 3.4. Compensation. Neither trustees nor officers shall receive any salary for their services rendered to the Corporation except that, by resolution of the Board of Trustees, actual expenses of attendance, if any, may be allowed for attendance at meetings of the Board of Trustees. No trustee or officer shall receive compensation for serving the Corporation in any other capacity, nor shall any close relative (as hereinafter defined) of a trustee or officer receive compensation for serving the Corporation. The term “*close relative*” as used herein shall mean any brother or sister of any trustee or officer, the forebears and descendants of a trustee or officer or of any such brother or sister, and any spouse of a trustee or officer or any aforesaid person.

Section 3.5. Accounting and Audits. The Board of Trustees shall establish and maintain an appropriate accounting system. A complete audit shall be made of the Corporation’s accounts, books and financial condition after the close of each fiscal year, and a report thereon shall be submitted to the Council.

ARTICLE IV

OFFICERS

Section 4.1. Officers. The officers of the Corporation shall be a President, Vice President, Secretary, Treasurer and such other officers as may be determined by the Board of Trustees from time to time to perform such duties as may be designated by resolution of the Board of Trustees. Any two or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice President. The President and Vice President shall be members of the Board of Trustees, but none of the other officers need be members of the Board of Trustees unless otherwise required by law.

Section 4.2 Selection of Officers and Term of Office. (a) The Mayor and Mayor Pro Tem shall act as the President and Vice President, respectively, of the Board of Trustees and, without any further action of the Board of Trustees, upon taking office as Mayor and Mayor Pro Tem of the Board, shall be considered as elected as President and Vice President, respectively, of the Board of Trustees.

(b) The City Recorder of the City shall act as the Secretary and the Treasurer of the Board of Trustees and, without any further action of the Board of Trustees, upon being appointed as City Recorder of the City, shall be considered as elected as Secretary and Treasurer of the Board of Trustees.

(c) All other officers, if any, shall be elected by the Board of Trustees at a meeting called for such purpose from time to time as a vacancy occurs in any office.

(d) Each officer shall, so long as he or she qualifies for such position, hold office until his or her successor shall have been duly elected and qualified or until he or she is removed as provided in Section 4.3 hereof.

Section 4.3. Removal of Officers and Agents by Board of Trustees. Any officer or agent of the Corporation may be removed by the Board of Trustees whenever in its judgment the best interests of the Corporation will be served thereby.

Section 4.4. President. The President:

(a) shall be the principal executive officer of the Corporation and, unless otherwise determined by the Board of Trustees, shall preside at all meetings of the Board of Trustees;

(b) may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts, leases, assignments or other instruments authorized by the Board of Trustees to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and

(c) shall in general perform all duties incident to the office of President and such other duties as from time to time may be assigned to him or her by the Board of Trustees.

Section 4.5. Vice President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform the duties of the President, and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice President shall also perform such other duties as from time to time may be assigned to him or her by the Board of Trustees.

Section 4.6. Secretary. The Secretary shall:

(a) keep the minutes of the meetings of the Board of Trustees in one or more books provided for that purpose;

(b) see that all notices are duly given in accordance with these Bylaws or as required by law;

(c) be custodian of the corporate records and of the seal of the Corporation and affix the seal of the Corporation to documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws;

(d) keep a register of the names and post office addresses of all members of the Board of Trustees;

(e) have general charge of the books of the Corporation;

(f) keep on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Corporation containing all amendments thereto (which copy shall always be open to the inspection of any trustee) and, at the expense of the Corporation, forward a copy of the Bylaws and of all amendments thereto to each member of the Board of Trustees upon request; and

(g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board of Trustees.

Section 4.7. Treasurer. The Treasurer shall (except to the extent that the Corporation may have assigned its receivables or securities):

(a) have charge and custody of and be responsible for all funds and securities of the Corporation;

(b) be responsible for the receipt of, and the issuance of receipts for, all moneys due and payable to the Corporation and for the deposit of all such moneys in the name of

the Corporation in such banks, trust companies or depositaries as shall be selected in accordance with the provisions of these Bylaws; and

(c) in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Trustees.

Section 4.8. Powers, Duties and Compensation. The powers, duties and compensation of officers, agents and employees (other than those expressly hereinabove provided for the officers of the Corporation in this Article IV) shall be fixed by resolution of the Board of Trustees, subject to the provisions of these Bylaws with respect to compensation for trustees and officers and close relatives of trustees and officers as provided in Section 3.4 hereof.

ARTICLE V

NONPROFIT OPERATION

The Corporation shall at all times be operated on a nonprofit basis. No dividend shall be paid or payable by the Corporation, and no part of the income of the Corporation shall be distributed by the Corporation, to any trustee or officer of the Corporation.

ARTICLE VI

ACCOMPLISHMENT OF PURPOSE

The Corporation is a public entity and an instrumentality of the State of Utah performing essential governmental functions on behalf of the City, and has been organized solely for the purpose of accomplishing the public purposes for which the City exists by acquiring, improving or extending improvements, facilities or properties and appurtenances to them that the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the City, and financing the costs of such improvements, facilities or properties and appurtenances on behalf of the City. To fulfill its purpose, the Corporation intends to issue its bonds, notes or other evidences of indebtedness (collectively, the “*Bonds*”) to acquire funds to pay the costs of acquiring, improving or extending any such improvements, facilities or properties and appurtenances to them and to pay all costs incidental thereto to the extent permitted by law. Upon payment in full of all Bonds issued to acquire, improve or extend a particular project, title to such project shall vest in the City as provided by law, and the Corporation shall forthwith tender by gift, or otherwise transfer, as provided by law, all of the Corporation’s right, title and interest in and to such project to the City.

ARTICLE VII

DISSOLUTION

Section 7.1. Voluntary Dissolution. (a) Subject to the limitations hereinafter provided, the Corporation shall be dissolved upon the affirmative vote of a majority of the members of the Board of Trustees voting upon a motion to dissolve, at a regular or special meeting of the Board of Trustees, in the manner provided by law; *provided, however*, that no such vote shall take effect, and no dissolution of the Corporation shall occur, until the filing with the Secretary of the Corporation of a certified copy of a resolution ordering such dissolution adopted by the Council, a copy of which resolution shall be recorded in the corporate records of the Corporation.

(b) The Corporation may not be dissolved unless all outstanding Bonds and other obligations of the Corporation are paid in full as to principal, interest and redemption premiums, if any, or unless provision for the payment of the same when due has been made.

Section 7.2. Distribution of Assets. Upon the dissolution of the Corporation, title to each “project” (as such term is defined in Section 17D-2-102(8), Utah Code Annotated 1953, as amended) of the Corporation shall vest in the City, and all assets and net earnings of the Corporation remaining after payment or provision has been made for the payment of all outstanding Bonds and obligations of the Corporation, shall be transferred to the City.

ARTICLE VIII

FINANCIAL TRANSACTIONS

Section 8.1. Contracts. Except as otherwise provided by these Bylaws, the Board of Trustees may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money and all notes, bonds or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

Section 8.3. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select or as may otherwise be required by law.

Section 8.4. Form and Execution of Bonds. The Bonds issued by the Corporation shall be in such form as may be approved by the Board of Trustees, shall be executed in the name and on behalf of the Corporation by such officer or officers of the Corporation as shall be designated by the Board of Trustees and under the corporate seal of the Corporation, and shall be issued in compliance with the terms and conditions, and subject to the limitations, provided in the Utah

Local Building Authority Act, as amended from time to time, including, but not limited to, the requirement that no Bonds may be issued by the Corporation unless the issuance of the Bonds and the terms of the Bonds have been approved by the Council, and in compliance with the terms and conditions provided in the proceedings authorizing the issuance of the Bonds.

ARTICLE IX

INDEMNIFICATION OF TRUSTEES AND OFFICERS

To the extent allowed by the Articles of Incorporation and law, each trustee and officer of the Corporation, whether or not then in office, and his or her personal representatives, shall be indemnified by the Corporation against all expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit or proceeding in which he or she was made a party by reason of being or having been such trustee or officer, if a) the trustee or officer's conduct was in good faith; b) the trustee or officer reasonably believed that his or her conduct was in, or not opposed to, the Corporation's best interests; and c) in the case of any criminal proceeding, the trustee or officer had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the trustee or officer did not meet the standard of conduct described above. To the extent permitted by law, each trustee, officer, employee or agent of the Corporation shall have all rights provided to employees in the Utah Governmental Immunity Act, Title 63, Chapter 30, Utah Code Annotated 1953, as amended, and in Title 63, Chapter 30b, Utah Code Annotated 1953, as amended.

ARTICLE X

AMENDMENT

These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the trustees present at any regular or special meeting, *provided* a quorum as provided in these Bylaws be present and *provided* the waiver or notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal. Notwithstanding the foregoing, no such alteration, amendment or repeal of any or all of these Bylaws shall take effect until a certified copy of a resolution or other proceeding approving such alteration, amendment or repeal adopted by the Council shall have been filed with the Secretary of the Corporation.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Fiscal Year. The fiscal year of the Corporation shall be the same as the annual accounting period of the City as from time to time in effect, being initially a period commencing on July 1 of each calendar year and ending on the next succeeding June 30.

Section 11.2. Rules and Regulations. The Board of Trustees shall have the power to make and adopt such rules and regulations, not inconsistent with law, the Articles of Incorporation of the Corporation or these Bylaws, as it may deem advisable for the regulation and management of the affairs of the Corporation.

Section 11.3. Office and Principal Place of Business. The office and principal place of business of the Corporation shall be located at 1555 West 800 South, Woods Cross, Utah, unless and until changed by the Board of Trustees with the appropriate written notices being given.

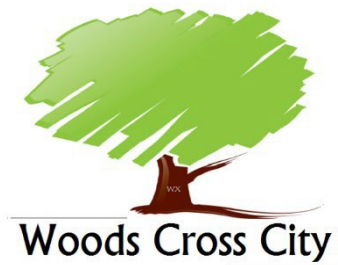
I hereby certify that the foregoing is a full, true and correct copy of the Bylaws of the Local Building Authority of Woods Cross City, Utah, a Utah nonprofit corporation, adopted by the Board of Trustees of the Corporation on [October 6], 2026.

Secretary

Discussion Items

Memo

To: Woods Cross Mayor and City Council
From: Bryce K Haderlie, City Administrator
Date: September 10, 2026
Re: City Hall/Hogan Park Discussion



As the building committee continues to meet on Thursday mornings, we have ongoing items that we feel require a consensus of the entire city council due to the magnitude of the decision. We are waiting for Kelly Garfield to send the minutes and notes from the September 10th meeting and will update the packet when we receive them.

To prepare for the discussion, the main topic includes the trellis or semi covered patio on the south end of the building as shown in this earlier rendering by Method Studio:



Should the trellis be included in the plans?

When we add Kelly's email to the memo, you will see how the trellis works with the oval sidewalk and other exterior amenities. I will share information related to maintenance of the feature and we will see if we can get a price estimate for the meeting.

There will also be some general questions around building location and parking. The latest floor plans are also attached.



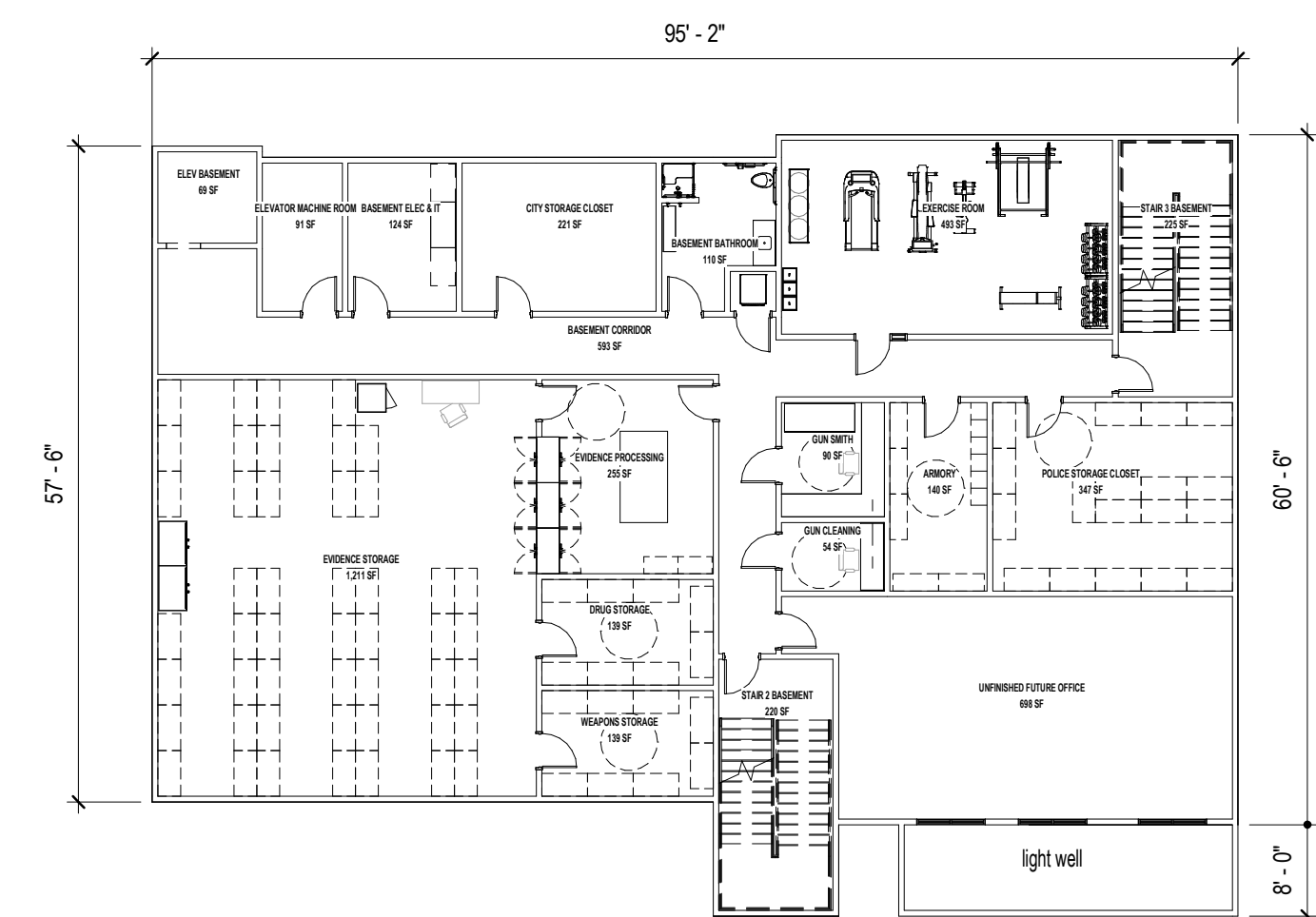
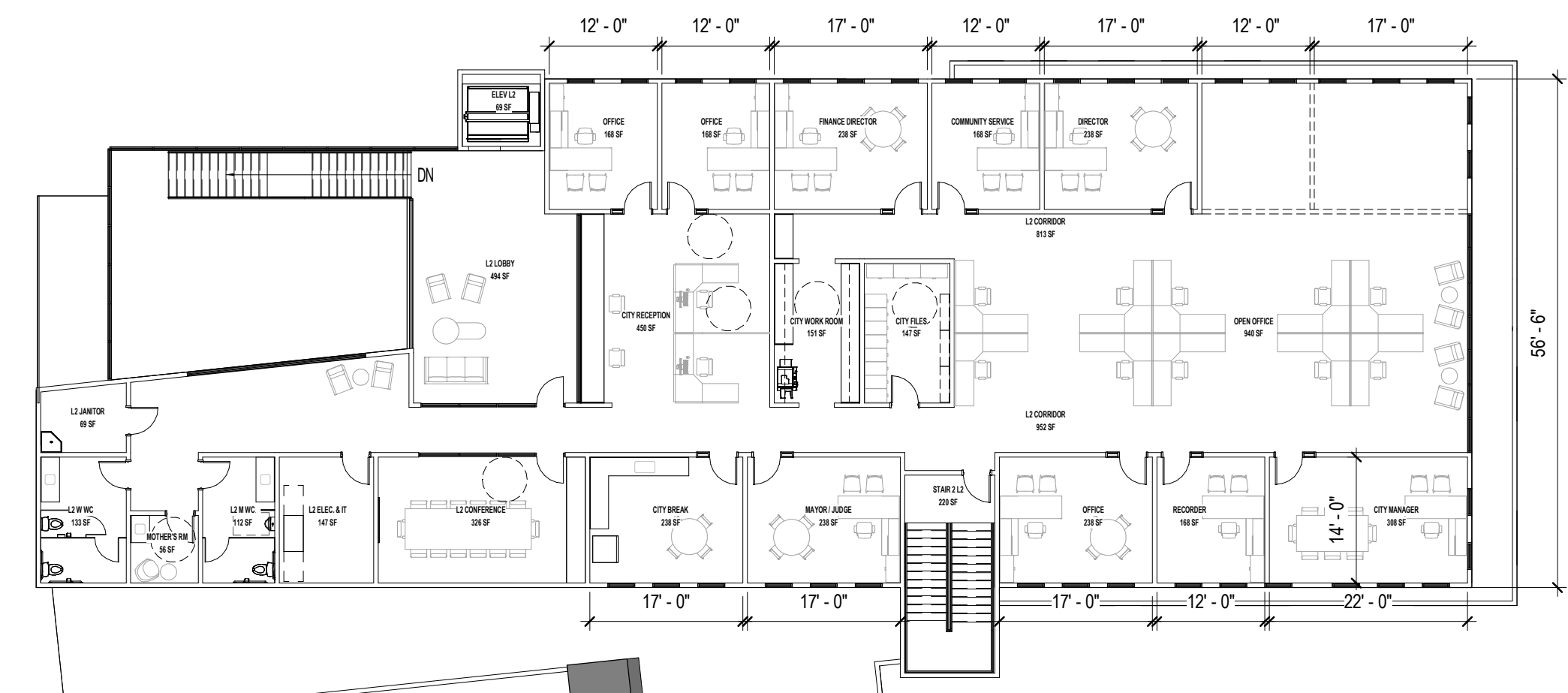
GROSS AREAS:

LEVEL 1: 18,708 sqft

LEVEL 2: 7,493 sqft

BASEMENT: 5,648 sqft

TOTAL: 31,849 sqft



Staff Reports

Community Development Report

MEMORANDUM

To: Mayor Westergard, City Council Members
From: Curtis Poole, Community Development Director
Date: September 15, 2026
Re: Community Development Department Report



Below is the report for the month of August.

Building Permits and Land Use Applications

- 15 Residential Building Permits (0 New Single-Family)
 - \$212,638 total valuation
 - \$3,402 total permit fees
- 4 Commercial Building Permits
 - \$1,091,662 total valuation
 - \$13,143 total permit fees
- 1 Site Plan Application
- 5 Miscellaneous Land Use Applications

Business Licenses

- 6 new Business Licenses
- 3 new Home Occupation Licenses
- 721 total Business Licenses

Code Enforcement

- 3 new Cases
- 135 total Active Cases
- Top Cases
 - Weeds
 - Unmaintained yard
 - Illegal Parking

Updates

- Sam has worked with our software provider to add all land use applications to the portal. She is now updating the applications and preparing them to be launched. This will allow applicants to upload, pay for, and track their applications from the portal. This will also allow all reviews to occur electronically.
- Since Leah announced her resignation almost two months ago, the city has had the code enforcement position posted on job boards and the website with only minimal interest. The city discovered that Beacon Code Consultants, the company that is contracted to provide building code review and inspections, also can provide code

enforcement services. As we have considered the options, knowing the code enforcement position would likely continue to have people cycle through the position, we felt that hiring Beacon would provide greater consistency in code enforcement moving forward. Beacon will begin enforcement within the city starting September 14.

- 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. The purpose of the updates is to reflect the change in the business license process and renewals as everything has been shifted to the online portal.
- New construction projects underway
 - DC Customs and the Boat Shack – next to Pace's Dairy Ann
 - The Crossing townhomes – northeast of Woods Cross High and across 500 West from The Hills apartments
 - Salmon Electric office warehouse – 1379 S Redwood Road
 - Obic Trucking – 1221 W 2425 S
- New businesses coming to the city
 - Microworks – IT Services and Support – 1608 W 2225 S
 - Resilient Roots – OCD and Trauma Care, Mental Health Therapy – 563 W 500 S, Suite 230

Police Report



WOODS CROSS CITY POLICE DEPARTMENT

SERVICE - LOYALTY - PRIDE

801-292-4422



Police Department



City Council Report August 2026

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-	775	August-	578
September-		September-	639
October-		October-	520
November-		November-	385
December-		December-	426

Patrol Overview

August 2026		July 2026	
Calls for service-	775	Calls for service-	735
Reports-	197	Reports-	188
Citations-	253	Citations-	196
Physical Arrests-	09	Physical Arrests-	18
Use of Force-	04	Use of Force-	03

Detective Division

- 17- Persons Crimes / Sexual Assault / Death Investigations / C.A.N.R. cases (child abuse neglect report)
- 14- Theft / Property / Fraud Cases
- 32- Cases closed with and without arrests.
- 43- Active cases.
- 03- Death Investigations.

Department Activity

- National Night out Against Crime.
- First day of school popsicles with Legacy Prep.
- Night out with the Cats and Woods Cross High School.

Use of Force Reviews

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

INVESTIGATIONS/ICAC

The investigations division assisted the Internet Crimes Against Children Task Force on four search warrants for CSAM material. All four search warrants evidence of CSAM was located, and felony arrests were made.

Detective Zierse made an arrest on adult sex offense after a long and thorough investigation.

Detective Timothy made an arrest on a child abuse case, also after a long and thorough investigation.



WOODS CROSS CITY POLICE DEPARTMENT

SERVICE - LOYALTY - PRIDE

801-292-4422



Questions?

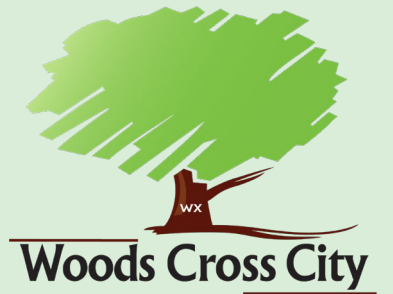
Public Works Report

Public Works Report

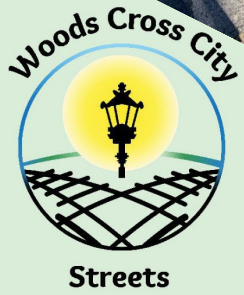
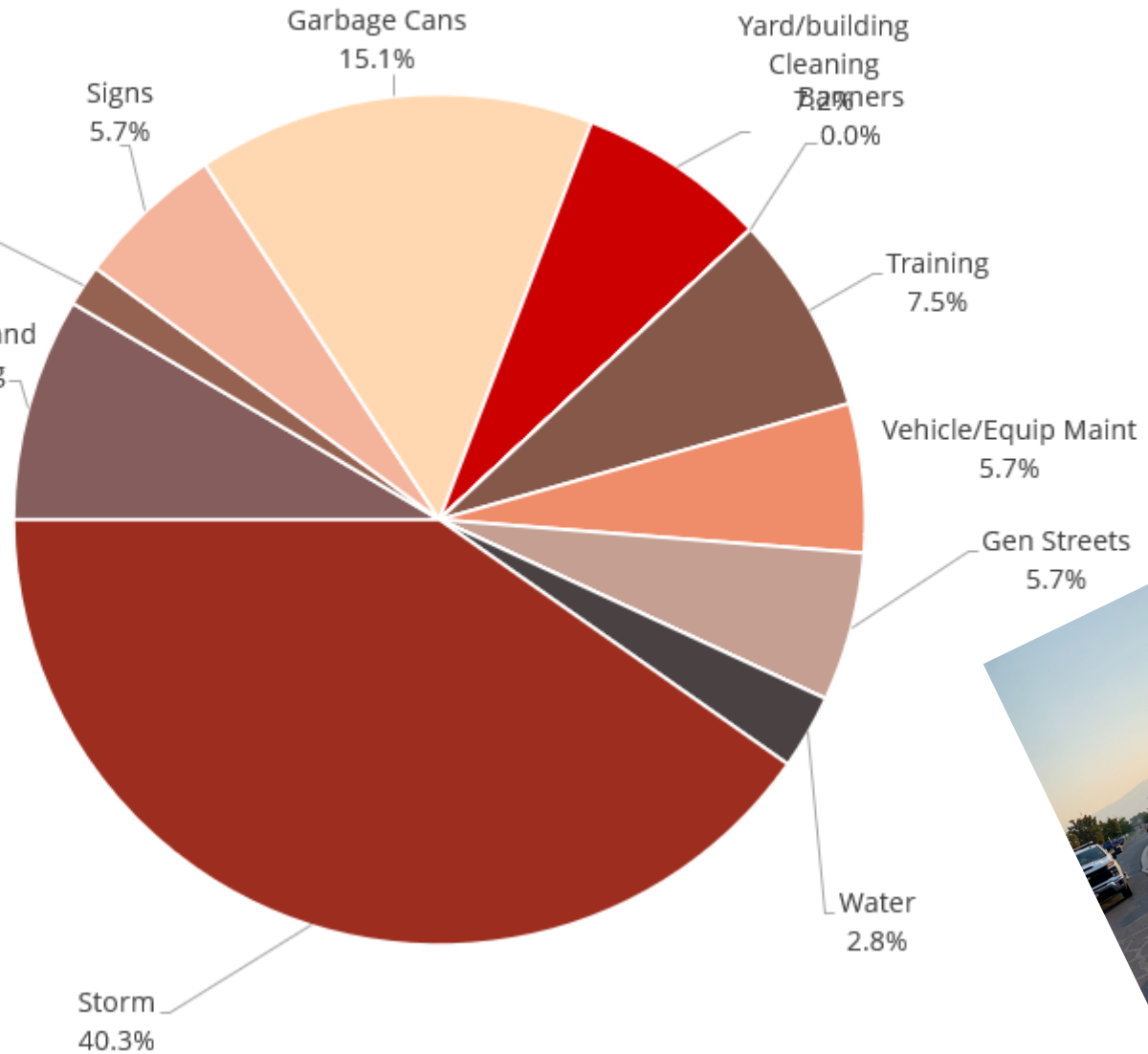
August 2026

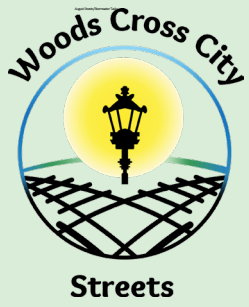
Sam Christiansen

Danny Rhodes



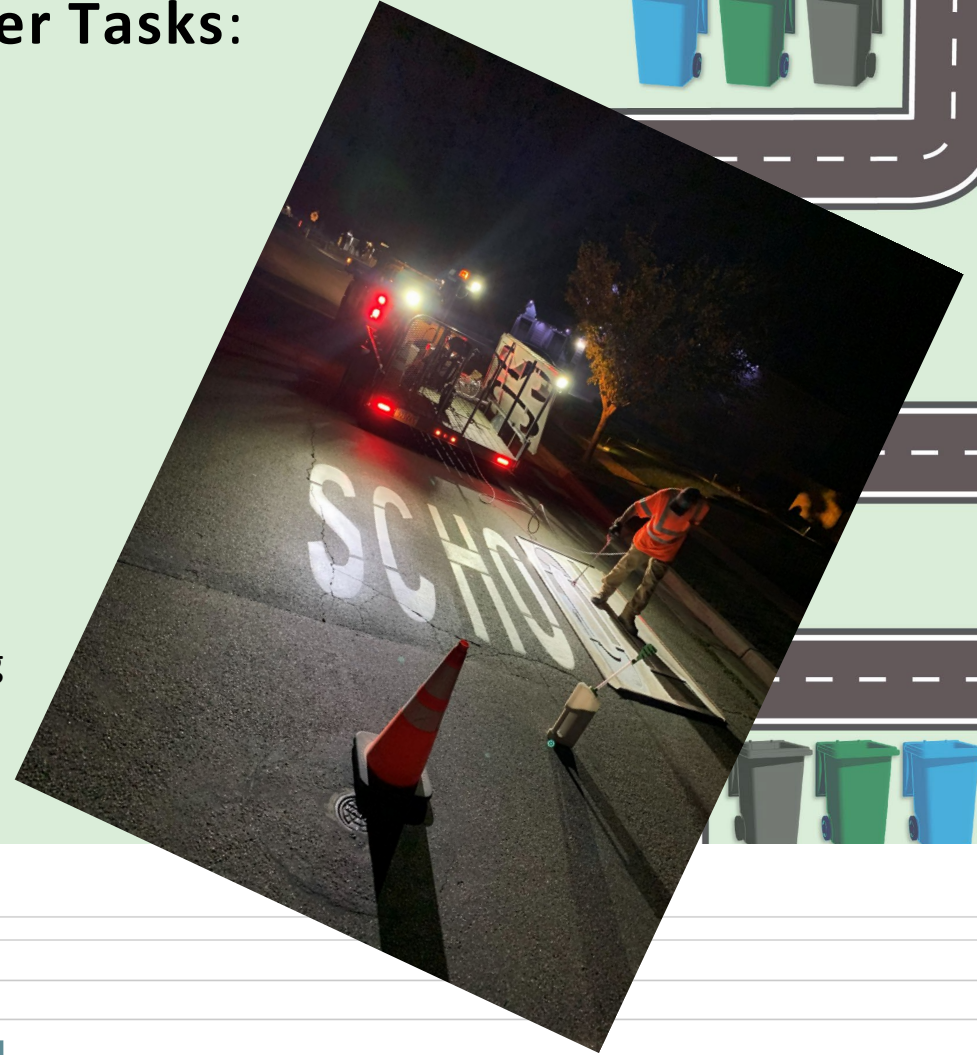
Streets/Storm August 2026



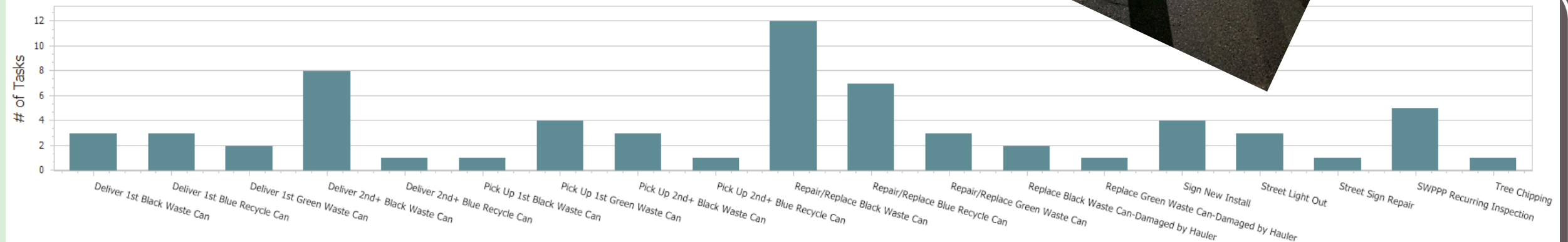


August Streets/Stormwater Tasks:

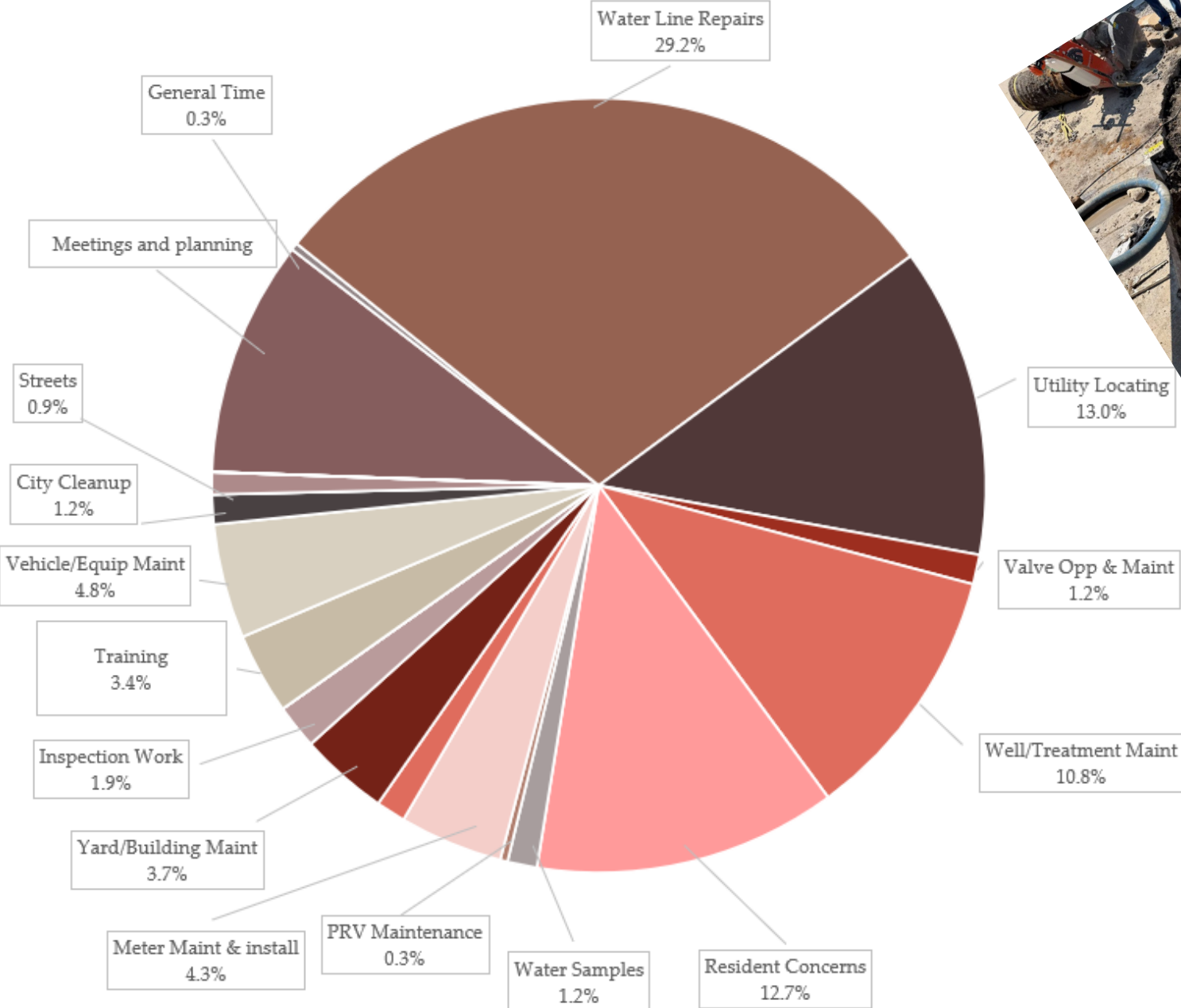
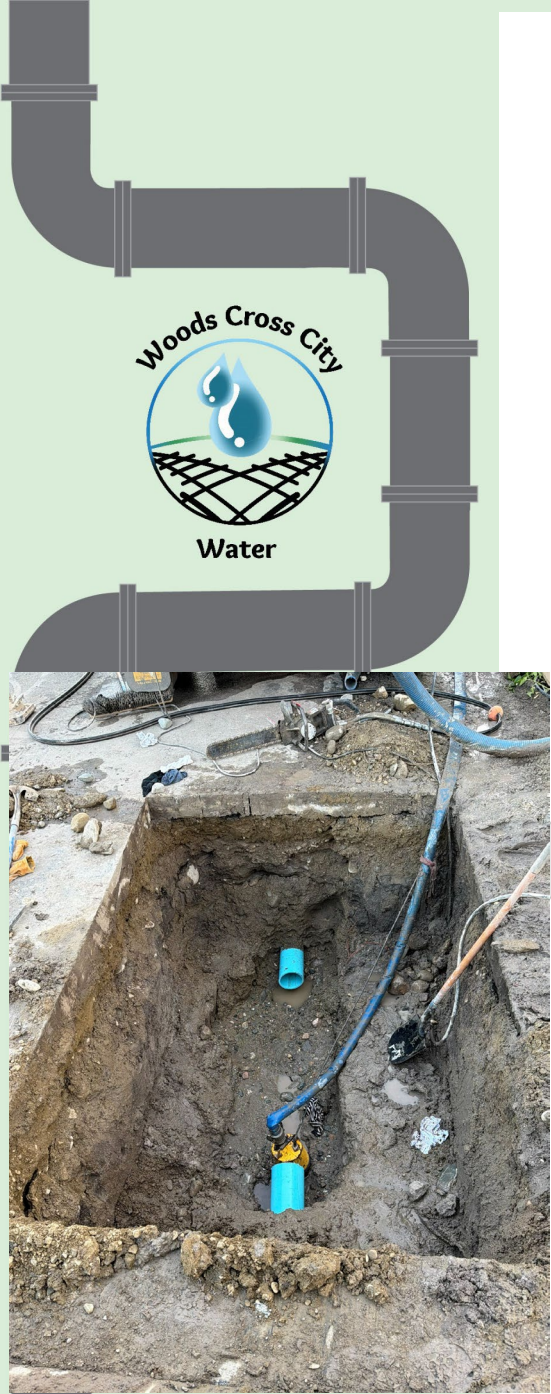
- Street Painting – Night Work
- Red Curb Painting – Legacy Prep
- Water Leak Help
- Lots of Asphalt Patches – 14 tons
- Potholes
- Concrete List/Work Orders
- Garbage Can Work Orders
- PW Roof Ladder
- No Parking Signs – 525 W.
- APWA Fall Conference – Seth
- SWPPP Inspections – 6 Sites
- Detention Basin Cleaning
- Outfall Inspections – 15
- Coalition Chair Duties
- GIS/Mapping
- Street Sweeper Coordination
- Drain Line Cleaning/Scheduling



Streets/Stormwater Tasks by Task Type



Water August 2026



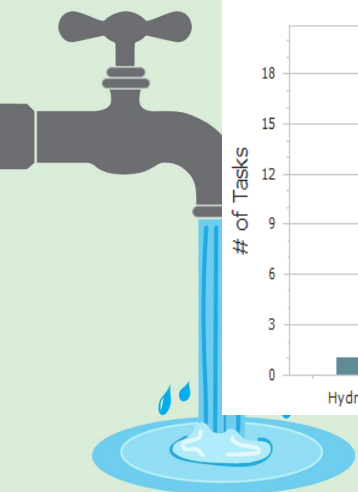
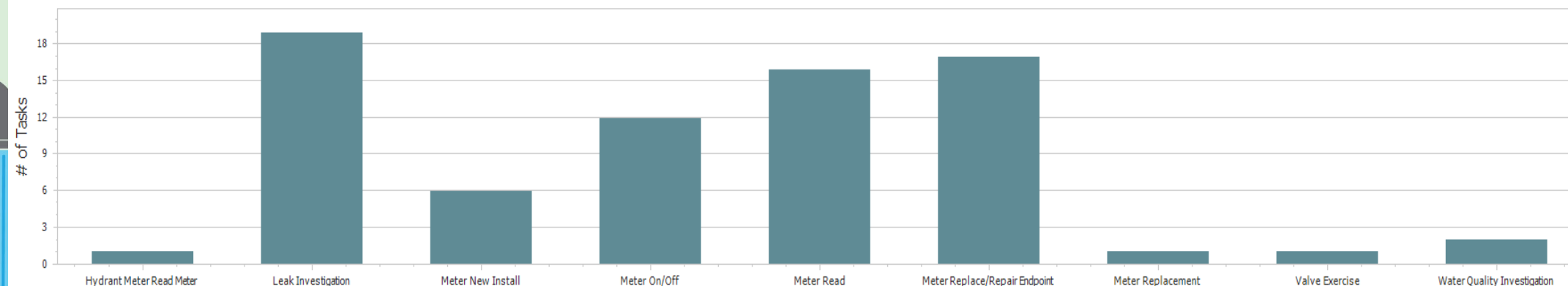


August Water Tasks:

- Bluestakes – 159
- Work Orders Completed – 89
- Water Leaks – 9
- After Hour Callouts – 7
- Monthly/Quarterly Water Samples
- Non-Payment Door Hangers – 75
- Non-Payment Shut-Offs – 14
- Asphalt Patch Help
- Valve Exercising/Maintenance
- Truck and Equipment Cleaning/Maintenance



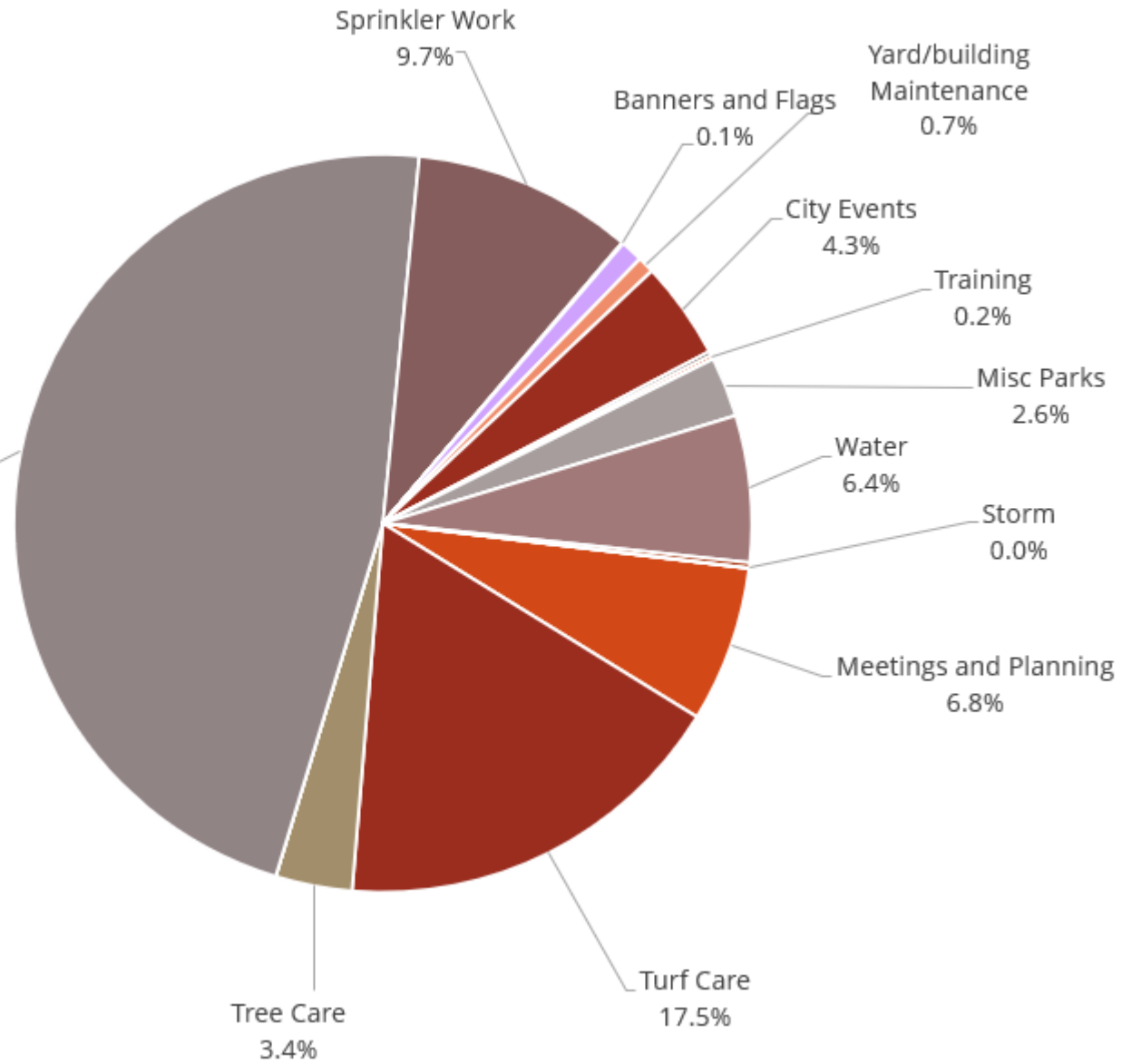
Water Tasks by Task Type



Parks August 2026

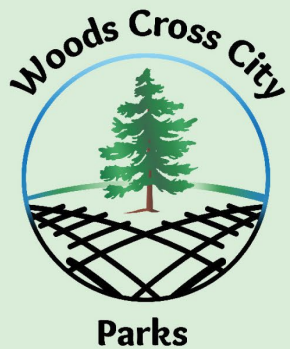


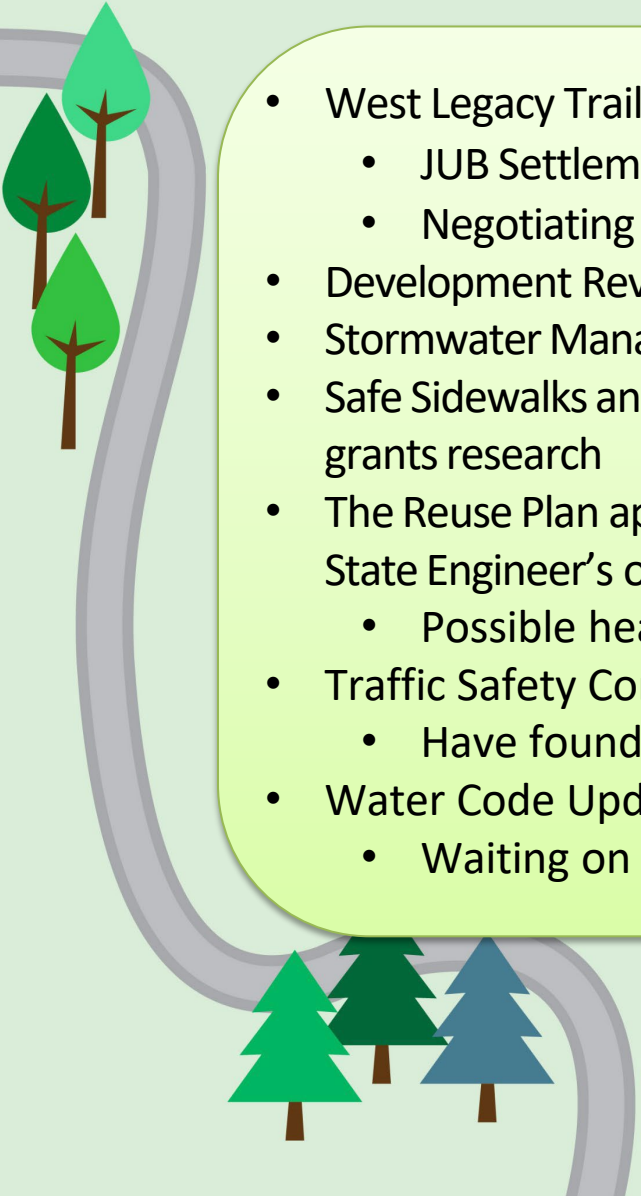
Parks Facilities
46.9%



August Parks Tasks:

- Dog Park Maintenance – 10 hours
- Irrigation Repairs – 100+ hours
- Aeration – 30 hours
- Spraying – 10 hours
- Ball Field Prep – 40 hours
- Ash Tree Reports
- Gopher Tunnel Repairs – 20 hours
- Playground Inspections – 10
- Restroom Cleaning – 124 times
- Pavillion Cleaning
- Weeds Pulled – 10 hours
- Senior Lunch Help





In the Works

- West Legacy Trail Settlements
 - JUB Settlement Finalized
 - Negotiating with Post
- Development Review Committee
- Stormwater Management Plan (SWMP) update
- Safe Sidewalks and Safe Route to School funding grants research
- The Reuse Plan application is still in process at the State Engineer's office.
 - Possible hearing in October
- Traffic Safety Committee Codification
 - Have found some code examples
- Water Code Update
 - Waiting on the attorney to review

Projects Not Listed On Previous Slides

- Well 3 Rehab
 - Soil analysis complete and the final casing/screens designed.
- 1500 S Reservoir Project
 - Waiting on Shoring engineering
 - Working on Easements
- 1100 W: 2150 S to 2600 S Widening
 - UDOT is in the Right-of-Way step
 - 60% Design
- Water IFFP, Stormwater IFFP, and Parks IFFP
- 2026 Mill/Overlay
 - Contractor working on some punch list items on 1000 S and 1100 S
- PW Roof
 - Will bring options to Council at the October 6th meeting.
- Quiet Zone update to Notice of Establishment (NOE) and prep to send to FRA

City Manager Report

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: September 10, 2026

Re: City Administrator Report for September 15, 2026, City Council Meeting



-
1. I attended the Utah League of Cities and Towns meeting on the 2026 Truth in Taxation hearing process and what changes the city's propose for the future.
 2. Working with Zions Bank for the creation of the Local Building Authority and future funding for the City Hall/Hogan Park project.
 3. Assisting public works with the 1500 S water tank easements, public works building roof issues, well #3 redrilling, and 1100 W road improvement that requires dedication of a piece of land that does not have a parcel number or apparent owner.
 4. I attended the South Davis Metro Fire Service Area Administrative Committee meeting on Thursday, Sept. 3rd to discuss possible modifications to the administrative committee functions per the bylaws and organizational structure of the agency.
 5. Regular meetings for the city hall/Hogan Park project design. We continue to refine the floor plan and functional layout of the building.
 6. Assisting with FY26 Financial Audit as needed.

Financial
Reports
will be
added
Prior to
the
Meeting

Closed Meeting

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 15, 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 15, 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.



Ryan Westergard, Mayor

Subscribed and sworn to before me this September 15, 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