WOODS CROSS CITY COUNCIL AMENDED AGENDA

Tuesday, October 6, 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 **mute your microphone** except during PUBLIC COMMENT period.

Invocation/Pledge **GROVER**

1. **REVIEW of AGENDA** **MAYOR**

2. **CONSENT AGENDA ITEMS**
   a. **Consideration to Approve Minutes:** 9/15/26
   b. **Ratify Cash Disbursements:** 9/11/26-10/1/26 **MAYOR**
   c. **Consideration to Authorize Letter to UDOT Regarding Bamberger Bridge Options** **CHRISTIANSEN**
   d. **Consideration to Adopt a Resolution Approving Fertilizer Purchase for FY27** **CHRISTIANSEN**
   e. **Consideration to Adopt a Resolution Authorizing New Employee Policy Manual** **HART**

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 HEARING with REQUESTED ACTION**
   The purpose of this hearing is to receive public comments regarding a request to amend Title 6, Business Regulations, of City Municipal Code, for the purpose of updating and clarifying business licensing

   REQUESTED ACTION: Consideration to Approve an Ordinance Amending Title 6, Business Regulations, of the Wood Cross City Municipal Code, for the Purpose of Updating and Clarifying Business Licensing **POOLE**

5. **ACTION ITEMS**
   a. **Consideration to Adopt a Resolution Granting Bountiful Davis Art Center Funding** **HADERLIE**

6. **MOVE FROM CITY COUNCIL TO CONVENE AS A BOARD OF TRUSTEES OF THE LOCAL BUILDING AUTHORITY**

MOVE TO WOODS CROSS LOCAL BUILDING AUTHORITY (LBA)

1. **ORGANIZATIONAL BUSINESS of the LOCAL BUILDING AUTHORITY (LBA "the AUTHORITY")**

   a. **Consideration to Elect President and Secretary of the Authority by Motion** **PRESIDENT**
   b. **Consideration to Approve the Organization of the Authority and its By-Laws by Motion** **PRESIDENT**
   c. **Consideration to Ratify Prior Actions of the Authority by Motion** **PRESIDENT**
   d. **Consideration to Adopt a Resolution Authorizing Issuance of Lease Revenue Bonds** **PRESIDENT**

2. **MOVE TO ADJOURN MEETING of the LBA AND RETURN to CITY COUNCIL** **PRESIDENT**

I certify that copies of the agenda for the Woods Cross City Council meeting to be held October 6, 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: October 5, 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.

RETURN TO WOODS CROSS CITY COUNCIL MEETING

7. ADDITIONAL CITY COUNCIL ACTION:

Consideration to Adopt a Resolution Expressing Intent to Issue Lease Revenue Bonds by the Local Building Authority of Woods Cross City — **MAYOR**

8. DISCUSSION ITEMS

a. **Public Works Roof Repairs** — **CHRISTIANSEN**

b. **City Hall/Hogan Park Update Related to a Parks Committee, Building Facade, Project Budget Review, Design Development Process, Other** — **POOLE/HADERLIE**

9. STAFF REPORTS

a. City Manager Report — **HADERLIE**

b. Finance Reports July and August — **HADERLIE**

10. COUNCIL ITEMS

a. Questions/Direction to City Administrator or Staff

b. Council Reports

11. CLOSED SESSION with POSSIBLE ACTION — **MAYOR**

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

12. ADJOURN

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Consent Items

WOODS CROSS CITY COUNCIL MEETING
SEPTEMBER 15, 2026

The Woods Cross City Council held a meeting on September 15, 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
Rachel Peterson
Wally Larrabee

COUNCIL MEMBERS EXCUSED: Eric Jones

STAFF PRESENT:
Bryce Haderlie, City Administrator
Curtis Poole. Community Development Director
Annette Hanson, City Recorder
James Bigelow, Police Chief
Brian Passey, Finance Director

PUBLIC ATTENDANCE:

LeGrande Blackley	Brandon Johnson	Don Schrader
Stephanie Hoff	Serafina Hoff	Timothy (TJ) Jackson
April Nielsen	Carlie Nielsen	Morgan Rogers
Heidi Miner	Kylee Minor	David Lewis IV
Joe Rupp	Joel McConkie	Tammi Lewis
Marly Ferrin	Michael Miller	Richard

INVOCATION/PLEDGE: Wally Larrabee

CONSENT AGENDA ITEMS

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

CONSIDERATION TO APPROVE MINUTES

The minutes of the City Council meeting held on 9/1/26were approved as written through the consent agenda.

RATIFY CASH DISBURSEMENTS

The Council ratified the cash disbursements for 8/28/26-9/10/26 through the consent agenda.

CONSIDERATION TO ADOPT ORDINANCE 644 GRANTING NON-EXCLUSIVE FRANCHISE TO QWEST DBA CENTURY LINK PROVIDING TERMS AND CONDITIONS FOR USE OF PUBLIC WAYS

The City Council reviewed information from the Public Works Director regarding a proposed non-exclusive franchise to Qwest Corporation dba CenturyLink QC; providing terms and conditions of use of public ways; and providing an effective date.
It was noted this is a new agreement and that this is the standard franchise agreement Qwest Corporation dba CenturyLink QC has with municipalities. The City attorney has reviewed the agreement and has 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 644 granting non-exclusive franchise to Qwest dba CenturyLink providing terms and conditions for use of public ways was approved through the consent agenda.

CONSIDERATION TO APPROVE RESOLUTION 2026-1016 AUTHORIZING FUNDING/REWIRING OF PW FACILITY ELECTRICAL SYSTEM TO ALLOW THE GENERATOR TO POWER THE ENTIRE BUILDING

Information was given to the Council noting the need for rewiring the Public Works Facility electrical system to allow the generator to power the entire building. Staff proposed using the General Fund to fund the estimated work of $13,500. It was also noted that the General fund has an available, uncommitted budget balance of $157,335 after comparing FY27 revenue and expenses in the final FY27 Budget. It was also noted that Enterprise funds can also offset this cost since they use the building for operations.

Resolution 2026-1016 authorizing funding and rewiring of PW Facility electrical system to allow the generator to power the entire building was approved through the consent agenda.

PUBLIC COMMENT The Mayor invited public comments from those attending.

Mr. TJ Jackson read a statement. The statement is documented in the public hearing portion of the meeting regarding ADU's and DADU's in these minutes.

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

PUBLIC HEARING--CONDEMNATION OF A TEMPORARY CONSTRUCTION EASEMENT WITHIN THE CORPORATE BOUNDARIES OF BOUTIFUL CITY FOR PUBLIC IMPROVEMENT PURPOSES (THALMAN PROPERTY)

The Mayor gave the floor to the City Manager who noted there is a need for temporary soil shoring because of demolition of the 2 old reservoirs and construction of a new tank since the footing of the tank will be 20-24 feet below ground. For the work to be completed safely, shoring with soil nails is required to 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.

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.

Following the information given by the City Manager, the Mayor opened the public hearing to those representing the owners of the property that would like to speak to this matter.

There were no public comments from those representing the owners of the property, and the Mayor closed this public hearing.

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)

Council Member Checketts motioned to adopt resolution 2026-1017 authorizing condemnation of a temporary construction easement within the corporate boundaries of Bountiful City for public improvement purposes. Council Member Grover seconded the motion, and all voted in favor of the motion through a roll call vote.

PUBLIC HEARING—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 CODE §10-21-304, AND CLARIFY REGULATIONS PERTAINING TO ACCESSORY DWELLING UNITS (ADU)

The Mayor gave the floor to the Community Development Director who noted the following information for the City Council:

"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.

o 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.
o 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.

o 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.

o Parking. The amendment establishes additional off-street parking requirements for DADUs consistent with the parking regulations permitted under state law.

o 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.

o 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 believe 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 DADUs 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 believe 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.”

Following the information given by Mr. Poole the Mayor said he did not see any information about running a business out of an ADU. Mr. Poole said it would fall under the current home occupation requirements for a home business.

Council Member Grover asked if some were to establish an ADU, rent the ADU, and then move out of the primary house, would that ADU be required to be vacated. Mr. Poole said they could rent and live within the same unit, and they could rent to the same party.

The Mayor then opened the public hearing.

Mr.TJ Jackson read this letter during the public comment period, and it was also referenced in the public hearing for this item:

“My name is TJ Jackson, and I am here on behalf of Wasatch Advocates for Livable Communities (WALC), we are a nonprofit organization working across the Wasatch Region, including here in Woods Cross, to make housing more affordable and attainable for all of our neighbors.

“I am here tonight to represent WALC’s members in Woods Cross who want this Council to take positive action in support of new housing options.

“We want to start by thanking city staff and the Planning Commission for the work that's gone into this ordinance. Bringing your code into compliance with Senate Bill 284 is an important step, and we appreciate that Woods Cross is treating this as an opportunity to create new housing options for residents, rather than just a mandate to satisfy.

“We're here tonight to voice our support for the Planning Commission's recommendations — specifically, removing the minimum lot size for detached accessory dwelling units, and allowing flexibility in the owner-occupancy requirements.

“On lot size: state law sets 11,000 square feet as the floor cities must allow, not a ceiling on what they can allow. For example, Woods Cross already permits internal ADUs on lots as small as 6,000 square feet. Holding detached units to a much higher threshold means a lot of homeowners on smaller and perfectly ordinary residential lots would be locked out of an option their neighbors on larger lots get to use.

“The ordinance's other standards — setbacks, height, lot coverage, parking, design compatibility — already do the work of managing impacts on neighboring properties. A separate lot-size floor on top of that, mostly just narrows who gets to build one. This means that Woods Cross residents will miss out on the opportunity to house an aging parent, provide a place for a college student, or build a starter home for a young family just starting out.

In short, the ordinance that’s before you, with the Planning Commission’s recommendations, is a strong policy that puts Woods Cross in a leading position to create new housing options for residents.

“We'd encourage the Council to think of this ordinance not just as a compliance exercise, but as an impactful part of Woods Cross's housing future. Detached ADUs are one of the most effective tools cities have for adding gentle, low-impact homes — for aging parents, adult children, people with disabilities, caregivers, or renters — without changing the character of a neighborhood. We'd ask the Council to adopt the ordinance with the Planning Commission's recommendations intact.”

Mr. Joe Rupp addressed the Council and said he was part of the Planning Commission and a city resident. He said he wanted to explain some of the reasons why the Commission went against staff recommendations regarding this matter. He said as to the lot size, they felt there were enough provisions within the city code that limited what someone could do for an ADU, such as amount of rear yard coverage and setbacks and such things as that could limit what someone could do for an ADU. He said if there were someone who had a smaller lot and plenty of room in the rear yard they could still have plenty of room for a detached ADU. He said the Commission felt with the other provisions in place there did not have to be a limit to the lot size and it restricted many of the residents in Woods Cross from being able to have an ADU. He said the Commission did not feel like a lot size needed to be limited with the other restrictions in place and it would still need to meet the requirements. He said it would meet the needs and desires of the community because there are enough constraints in the code that would make it work. He said the Commission had also discussed parking for ADUs and thought that city code would address that as well.

Mr. Rupp said as far as owner occupancy issues are concerned, there is usually an investment by the home owner for an ADU and the owner can live in either the home or the ADU but if you have someone living in the main part of the house and have a solid renter in the ADU and the owner wants to move because there is need

for a bigger home then the people who had made the investment in the home and ADU would have to evict their renters and sell the home and they would lose their equity in that home. He said examples might be if the owners decided to go and travel for a year or were called into military service, they would lose the ability to rent their home and ADU they had invested in because they would be required to sell. He said they could not rent their home or ADU to grandkids because they are not the owner. He said it would leave either the ADU or the home vacant because that owner occupancy requirement is in the code. He also said they also do not want commercial companies coming in and buying properties and putting in duplexes. He said if you have a requirement that exists that has an owner occupancy required when the ADU is created if that owner moves out and they still own that home they should still be able to own that portion of the home. He said it would still work if they sell the property and a new owner comes in, they would have to fill the owner occupancy requirement that would make it, so oversight of property is still in place. He said they were trying to preserve the equity of the house preserving their options of what they want to do with their house but still avoid some of the pitfalls with commercial people or investors that want to buy up property but have the owner occupancy triggered with the sale of the home. He said if they still owned the home, they would have options for the use of the home and ADU.

Council Member Larrabee asked how the home would be monitored that trigger that owner occupancy. Mr. Rupp said it would be triggered if it were complaint driven if things were not taken care of and code enforcement would be called to the attention of it. He said the requirement would still be in code, and they could go back to the owner, and it would take care of it. They would have to come to the city and agree with the conditions of an ADU. He said there could be other issues with a deed restriction, but code should take of most things.

Council Member Peterson asked about other owner options such as if the house was owned by a trust, Mr. Rupp said if there was someone associated with the trust that is living in the house that satisfies what meets the owner occupancy requirement. He said that is how the ownership is satisfied.

Mr. Joel McConkie, a city resident, said he had a similar discussion some years ago regarding this same issue. He said there were discussions about setbacks back then. He said if everything is an exception it needs to change the rules. He said he wanted to know what homes had that ¼ acre lot size. He said he would not be able to put in an ADU because he has a smaller lot, but he possibly has enough land so this change makes it so he could have the ADU with the code requirements. He said all of the other requirements make the size requirement unnecessary. He said he knows there are homes in Woods Cross where someone owns it or rents it and there are multiple other people who move in. He said if you own the home, you can have people live with you without any issues, but if you have an ADU you would not be able to do that. He said he thought the comments Mr. Jackson presented were spot on and felt as if everything was going to be an exception, and a change should be considered.

Mr. Taylor Jacobson, a city resident addressed the Commission. He said the 11,000 square feet is very limiting. He said in his part of the city there are only a few lots in his neighborhood that would qualify for an ADU. He said this affects him personally because he has a daughter with medical concerns and the odds that she will ever be able to live alone are quite slim but if he might renovate his house to accommodate having her continue to live there or he will need to move. He said an ADU is a great option for him and could be a one level living area for his daughter. He said the owner occupancy has another thing to consider. He said he lost his job some time ago and he said he had to temporarily move to go work and then he came back after his situation

was stable. He said there are more situations that may happen for the owner occupancy and those should be considered.

David Lewis IV addressed the Council and said he is a member of the Woods Cross Planning Commission but was at the meeting as a private citizen. He said he was at the meeting to support the Planning Commission's decision to not limit lot size and to not require owner occupancy. He said before discussing the policy itself he said he wanted to briefly discuss the process. He said one of the reasons city's have Planning Commission's is to evaluate land use issues before they reach the City Council. He said the Commissioner's spend time reviewing the proposals and studying the potential impacts, hearing public input and discussing alternatives and ultimately making recommendations based on that analysis. He said this ADU recommendation and ordinance was not reviewed casually. He said the Planning Commission spent considerable time discussing the provisions and evaluating whether they were necessary to achieve legitimate public objectives. He said those recommendations were being considered tonight. He said there were multiple Planning Commission members who had chosen to come to the meeting to help support what they were recommending. He said in addition, he had personally spent hours researching ADU regulations and best practices of other communities, examining state policy trends, and studying the rationale behind what actually works. He said at the Utah Planning Association Conference he attended where people learn about using best practices, the WALC group were asked to come to that conference and make a presentation of their research and findings. He said they support what the Planning Commission has recommended to the Council. He said many other groups that he researched all make the same recommendations that the Commission has recommended. He said he wanted to note that through this process, public comments that had been heard had also been in support of what the Commission was recommending. He said comments made favored greater flexibility for homeowners rather than additional restrictions. He said he felt like public opinion alone should not determine policy but when the Planning Commission's recommendation, public comment, independent research all points in the same direction it should carry some weight. He said at the core it gives residents more flexibility to use their property to address real housing needs. He said Woods Cross residents recognize the challenges that are being faced with housing. He said young adults are having a hard time finding places to live, seniors are looking to help supplement their income, and families that are looking for options to care for aging parents or adult children or relatives that need housing nearby. He said ADU's are one of the most practical solutions for these issues. He mentioned gentle density which does not change the character of the existing neighborhood. He said with his research he kept coming back with the question what specific problems these restrictions solve, and he felt like there are none. He said he felt like ADU's were a prefect solution to help with housing. He said the Planning Commission had taken information and comments and had made the two recommendations as mentioned above and said he would like the Council to take that information into consideration as they make their decision.

Tammi Lewis addressed the Council from online and said she has been a long-time resident of Woods Cross, and she said over the course of several years she has seen housing shortage issues which is a huge issue in Utah. She said she has several family members who will probably never be able to buy a home in their lifetime. She said she encouraged the Council to listen to the people and be less restrictive on housing, which will help affordable housing moving forward. She felt there are parameters that are in place that will help keep things in line. She said she would recommend the Council take into consideration the housing shortage and help with that and together create solutions that would help to keep the city beautiful as it is now.

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

Following the public hearing, Council Member Checketts said she agreed the 11,000 square feet is steep but one of the things that needs to be taken into consideration is that the state continues to make changes to what cities can and cannot do and parameters are not always kept in place. She said the city does have constraints right now, but they may change in the future. She said she felt they could come down in square footage and said most of the homes and lots in the city are R-1-8 lots and looking at the lot sizes, they could possibly go to 7,000 square feet to accommodate more of the homes. She said she would look at possibly 7,500 to 8,000 square foot lots. She said she knows housing is expensive, but an DADU is still a rental, but it can be a good resource for housing. She said she has personal experience with family who could benefit from an ADU or DADU. She also mentioned she had some concerns about removing the owner occupation but wondered if the ordinance could be changed to include a family member of the owner to occupy one of the residences in this situation. She said she did want to recognize when there are two unrelated people living in two separate dwellings on a piece of property it does become a duplex. She said out of respect for those in a single-family neighborhood, there should be consideration for them as well when thinking about who occupies a home with an ADU. She said they also have rights to live in a single-family neighborhood. She said she was open to looking into flexibility if there is a family relation.

Council Member Peterson noted her research indicates there are some cities that are not requiring a lot size such as Syracuse but there are setbacks required at ten feet in that city and not five feet as they are set in Woods Cross City. She said those things would need to be considered as well. She said she wanted to make sure our parameters are maintained. She said Farmington has a 12-month temporary absence clause that allows people like snowbirds to utilize their ADU's with being owner occupied. She said 11,000 square feet is steep, and she said that it can be frustrating. She said she also felt that parking is important.

Commissioner Grover said he wanted to review information in the packet. He said the Council is grateful for the Planning Commission and the work that has gone into this matter as well as staff for keeping things in order and making sure the community is looked after. He said there are good parameters in code in place to keep things in order, but he said he felt like a number for a lot size might be important to consider. He said he wanted to help decide on a number and said he is in favor of going as low as 6,000 square feet. He said he was also looking at primary residency requirements. He said there is a benefit to the original owner occupying and residence and gives preference to the initial investment but there could be something else put it place. He said he wondered if the next person buying the home would have a similar benefit and he said he did not see that would happen. He said he does want to have flexibility but does not want to create a duplex situation because typically property changes hands. He said he felt like they were almost there with the changes but not quite.

Council Member Peterson asked what would happen if someone went into a nursing facility. Mr. Poole said it would be the children or trustees of the property that would take over and decide how they would like sell the property. He said there are going to be many different variables and considerations to think about.

Council Member Peterson said sometimes there are unintended consequences with certain decisions and there might be some regarding this code. She said there are circumstances that come up and so how do we make sure there is enough structure but also flexibility with unexpected circumstances.

Mr. Poole said because these changes are new, he feels like he would like to not be too lenient since the changes are new because once you start letting things happen one way, it is extremely difficult to bring them

back in. He said he does not want to be too restrictive, but he did feel like the 11,000 square feet could be adjusted.

Mr. Poole said there are not many ADU's in the city right now. He said there are about 3 or 4 ADU's in the city and he has answered questions for two or three other people who were considering adding a DADU. He said there are not many people who have been that interested because of things like costs or strangers coming to live with them. He said the purpose of an ADU is to create housing stock and to help homeowners with mortgage payments. He said down the road as someone becomes more financially stable and they cannot rent out their ADU anymore and then they have the whole home back to themselves. He said that is what is being looked at for this ordinance. He said it is hard to try and think about every scenario that can happen with the ADU's. He said there could be something in code for temporary vacation of a property.

Council Member Checketts said there are things that can be addressed with trust documents if there were a trust involved with an ADU. She said she feels like people's needs change and things could be more flexible for changing needs.

Council Member Larrabee said the city has been grappling with housing for many years. He said he did not feel like housing is going to come down in price. He said our children are having to relocate to other places because they cannot afford to live in places where they grew up. He said he did not feel that the plan given by the Planning Commission is perfect, but he felt like what the Planning Commission is proposing is good and he felt like it should be passed just as the Planning Commission has proposed.

The Mayor said affordable housing is a struggle for sure and wondered how homes are going to be able to afforded in the future. The Mayor said most properties in Woods Cross are zoned as R-1-8 and there are also different sizes larger and smaller. He said he likes Mr. Poole's recommendation of going a little slow and see how things go with this. He said he was comfortable with going to 8,000 square foot lots. He said he feels like owner occupied lots are easier to deal with for code enforcement and thought that might be a better way to go.

Council Member Grover asked if it would be possible to consider a zone, such as R-1-8 instead of the lot size. Mr. Poole said a zone would capture those lots that are not exact size that are in the R-8-1. But he would prefer to have a square footage and not the zone because it covers more. Council Member Grover suggested considering 7,500 square feet so that would make the required lot size a little smaller and could include more properties.

Council Member Checketts said she wanted the square footage at 7,500 and she also liked having a temporary leave of absence of the owner occupancy if they were to leave for a short-term period.

Following the above discussion Council Member Checketts made a motion to table 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) and direct staff to change the lot size to 7,500 square foot lots for the minimum lot requirement, and owner occupation direction as discussed previously and direct staff to communicate with the City Attorney to draft the appropriate wording and ordinance with the intent of adopting the adjusted ordinance at the City Council meeting to be held on September 29, 2026.

Council Member Peterson seconded the motion and Council Members Grover, Checketts, and Peterson voted in favor of the motion with Council Member Larrabee voting against the motion. The motion carried with a vote of three to one.

CONSIDERATION TO ADOPT RESOLUTION 2026-1018 CREATING ESTABLISHMENT OF LOCAL BUILDING AUTHORITY, ARTICLES OF INCORPORATION, AND BY-LAWS

The Mayor gave the floor to the City Manager who noted the following for the City Council:

"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."

Mr. Brandon Johnson addressed the Council. He said he had been doing this kind of work for 25 years and said he was happy to be working with the City. He said this is something that is common with cities and school district's and it is approved by the supreme court and it is something that happens often. He said it is project specific and helps to protect the city with the Council being in control for this process.

The City Manager said there were a few minor changes that did not make it into the packet. Mr. Johnson explained those minor changes to the Council. The City Manager said he would send those changes to the Council for review.

There were no further questions or comments, and Council Member Checketts made a motion to adopt resolution 2026-1018 creating establishment of local building authority, articles of incorporation, and by-laws. Council Member Larrabee seconded the motion, and all voted in favor of the motion through a roll call vote.

CITY HALL DISCUSSION

The City Council had further discussion on the design of the new City Hall.

The Council reviewed those design elements and discussed some of their opinions on what would be best for the new building.

COMMUNITY DEVELOPMENT AUGUST REPORT

Building Permits and Land Use Applications

- 15 Residential Building Permits (0 New Single-Family)
    - o $212,638 total valuation
    - o $3,402 total permit fees
- 4 Commercial Building Permits
    - o $1,091,662 total valuation
    - o $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
    - o Weeds
    - o Unmaintained yard
    - o 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
  - o DC Customs and the Boat Shack – next to Pace's Dairy Ann
  - o The Crossing townhomes – northeast of Woods Cross High and across 500

• West from The Hills apartments
  - o Salmon Electric office warehouse – 1379 S Redwood Road
  - o Obic Trucking – 1221 W 2425 S

• New businesses coming to the city
  - o Microworks – IT Services and Support – 1608 W 2225 S
  - o Resilient Roots – OCD and Trauma Care, Mental Health Therapy – 563 W 500 S, Suite 230

POLICE AUGUST REPORT

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.

PUBLIC WORKS AUGUST REPORT

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

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

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

ADDITIONAL PROJECTS

- 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

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 proposal 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.

FINANCE REPORT

This item will be moved to the next meeting.

QUESTIONS/DIRECTOR TO CITY MANAGER OR STAFF

Council Member Checketts asked about the business license code update. Mr. Poole said it was being updated to include current changs which included language for moving from paper to online applications and other minor updates. He said the fee schedule would not be changed.

The Mayor said he had been getting complaints about the sound wall going in and that it is not being effective as it is being built. He said he had received a request to reach out to UDOT and contact them so it can be addressed. The City Manager said he would reach out to the manager of the project and ask the question if the wall will perform the way it should.

COUNCIL REPORTS

Council Member Grover reported that the Mosquito Abatement District met in Ogden, where facility renovations are progressing well. He noted that West Nile virus cases have declined, although the number of positive mosquito pools has increased. The District hopes increased winter precipitation will help control the mosquito population.

The City Manager said the 5th of the 5th sales tax was approved by the County.

The Mayor reported on the Recreation District and said things are improving and both pools are shut down to be cleaned. He said they are repairing the liners to help make them have a longer life before they need to be replaced. He said they signed an interlocal agreement with the school district for using the facility and those outside of the district will be charged an outside rate. He said the rate is good for 3 years. He said that is great progress. He said the school district recognized that with the kids using it there is a lot of wear and tear and displaces residents that want to use the pool. He said he felt they are making great progress there.

The Mayor said the fire district has hired a second deputy chief, who will be a great addition to the district.

CLOSED SESSION WITH POSSIBLE RETURN TO OPEN SESSION WITH NO ACTION

At 8:23 P.M. Council Member Checketts made a motion to move to closed session pursuant to UCA §52-4-205. Council Member Peterson seconded the motion and Council Members Grover, Peterson, Checketts, and Larrabee voted in favor of the motion through a roll call vote.

It was noted that there would be no action so the Council would adjourn without returning to regular session.

ADJOURNMENT

There being no further business before the City Council, Council Member Petersson made a motion to adjourn the meeting at 9:24 P.M. Council Member Grover seconded the motion, and all voted in favor of the motion through a roll call vote.

_____ _____

Ryan Westergard, Mayor Annette Hanson, City Recorder

Approved by City Council October 6, 2026.

CASH DISBURSEMENTS

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

Report Criteria:
Report type: GL detail

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
29340	09/16/2026	MARS EUROPEAN C/O HAMZA ARBEED	735 W 500 S DEPOSIT LESS UTILITIES AND ROCKY MOUNTAIN POWER	10-21400	382.84-	1.8060.0.9
Total 29340:					382.84-	
29372	09/16/2026	CDAVIS REALTY LLC	REFUND OVERPAYMENT-FINAL BILL	01-11750	68.59-	22.2319.0.2
Total 29372:					68.59-	
29499	09/16/2026	ATLAS SALES INC	TIE DOWN CHAINS MINI EXCAVATOR	51-40-250	314.36-	85662
Total 29499:					314.36-	
29747	09/16/2026	ROD FULLMER	REFUND OVERPAYMENT-FINAL BILL	01-11750	18.05-	13.4019.0.2
Total 29747:					18.05-	
29846	09/16/2026	MARC EVANS	REIMBURSE PURCHASE OF DOG WASTE BAGS	10-83-260	19.29-	123024
Total 29846:					19.29-	
29898	09/16/2026	PROGRESS SALT LAKE CITY LLC	REFUND OVERPAYMENT-FINAL BILL	01-11750	68.86-	11.1146.0.7
Total 29898:					68.86-	
29945	09/16/2026	RYAN & JESSICA HARPER	REFUND OVERPAYMENT-FINAL BILL	01-11750	28.08-	24.5509.0.1
Total 29945:					28.08-	
29984	09/16/2026	LYNN MORRISON	REFUND OVERPAYMENT-FINAL BILL	01-11750	20.77-	3.1030.0.2
Total 29984:					20.77-	
29992	09/16/2026	RENE HURST	REIMBURSE CRAFT ITEMS SUMMER RECREATION (60)	10-86-610	30.00-	5030000123
Total 29992:					30.00-	
30034	09/16/2026	MOUNTAINLAND SUPPLY COMPANY	Water Dept. Repair Parts	51-40-250	22.62-	S106766873.

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 30034:					22.62-	
30131	09/16/2026	SHAWN & MATTIE ROBINSON	REFUND OVERPAYMENT-FINAL BILL	01-11750	14.09-	22.1309.0.3
Total 30131:					14.09-	
30659	09/22/2026	SPENCER MORTENSEN	REFUND OP-FINAL BILL	01-11750	13.79-	8.2090.0.3
Total 30659:					13.79-	
30810	09/22/2026	PROJECT A-2 LLC-JULIA LABORIEL	REFUND OVERPAYMENT-FINAL BILL	01-11750	15.91-	7.1150.0.5
Total 30810:					15.91-	
30912	09/22/2026	STEVE & BRIDGET GORDON	REFUND OVERPAYMENT-FINAL BILL	01-11750	42.33-	13.0414.0.6
Total 30912:					42.33-	
31009	09/22/2026	PAM NICHOLS	OWNER REQUESTED CREDIT BECAUSE OF DUPLICATE PAYMENTS	01-11750	405.49-	2.5720.0.2
Total 31009:					405.49-	
31106	09/22/2026	COLTEN & KARLIE HAWKINS	REFUND OVERPAYMENT	01-11750	461.19-	23.0150.0.4
Total 31106:					461.19-	
31229	09/22/2026	EV AUTO	23-039 BOND RELEASE	10-21350	90.00-	23-039
Total 31229:					90.00-	
31271	09/22/2026	CHUTPOL CHANAROKE	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50-	25-0114
Total 31271:					37.50-	
31274	09/22/2026	LANCE WHITTEN	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50-	25-0075
Total 31274:					37.50-	

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
31280	09/22/2026	RILEY SCHAAD	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50-	24-6315
Total 31280:					37.50-	
31477	09/22/2026	BRANDON & KATHERINE O'CONNER DEAN	REFUND OVERPAYMENT-FINAL BILL	01-11750	73.68-	7.0218.0.4
Total 31477:					73.68-	
31498	09/22/2026	NICHOLAS & BROOK MANEOTIS	REFUND OVERPAYMENT-FINAL BILL	01-11750	66.44-	3.5910.0.4
Total 31498:					66.44-	
31553	09/22/2026	DENNIS & CHRISTINE BIGELOW	REFUND OVERPAYMENT-FINAL BILL	01-11750	17.11-	4.1771.9.3
Total 31553:					17.11-	
31568	09/22/2026	ODP BUSINESS SOLUTIONS, LLC	OFFICE SUPPLIES	10-43-240	199.32-	4632251290
Total 31568:					199.32-	
31656	09/22/2026	KEVIN & LINDSEY MILLER	REFUND OVERPAYMENT-FINAL BILL	01-11750	97.44-	7.2130.1.0
Total 31656:					97.44-	
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	YCC Team Building Activity (50 youth)	26-40-611	377.78	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	August Senior lunch (100)	27-40-611	286.15	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Aug Lunch Thank Yous-April's BD, Speaker card & 3 future use	27-40-611	164.95	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	July and August Porta Potty Rental - Dog Park	10-83-263	308.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Snr Lunch supplies (6 month's of paper products)	27-40-611	339.52	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	News Clippings & Supplies	10-51-610	33.67	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Grant Training (Rec-Kids Outdoor Programs) - LaCee	10-86-610	45.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW-Apple TV Connector	10-79-741	213.43	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	911 Grant Travel Bags for 100 families-YCC Activity	26-40-611	66.35	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Halloween Activity Set Up (save costs in long run)	27-40-617	890.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	911 Grant Travel Bags for 100 families-YCC Activity	26-40-611	365.91	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Treats for YCC Swearing in Ceremony & Parent Meeting	26-40-611	59.99	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	YCC Activity Treats	26-40-611	34.98	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	YCC Treats-Menotr Get to Know You Activity	26-40-611	35.98	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	CHALLENGE COINS	10-60-455	1,160.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	LUNCH DEPT TRAINING-BIGELOW, SCHULTZ+OUTSIDE			

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
			INSTRUCTOR	10-60-455	44.33	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	FBINAA FALL CONF MEMBER-BIGELOW	10-60-230	175.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	FBINAA FALL CONF NONMEMBER-SCHULTZ	10-60-230	200.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	POLICE EXE RESEARCH FORUM THROUGH 12/31/2026	10-60-210	125.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Traffic Counters-Safety Committee	10-71-620	4,527.98	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Occupancy Sensor - Mills Park Restroom	10-83-260	90.09	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW Office Supplies	10-79-260	42.06	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Uniform Allowance - J Wilson	10-83-610	117.97	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Dinner for Water Leak Crew - Sam, Danny, Jake, Marcus	51-40-610	21.63	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Shirt/Sweater - Annette	10-43-310	49.42	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Shirts/Pants - Seth	56-40-610	99.96	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Annual Software Renewal - Sam	10-46-310	330.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW Batteries	10-79-260	26.69	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Certified Mail -Condemnation Temporary Easement 1500 S Tank	51-61-703	46.35	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	CH Women's Restroom Repair	10-51-260	327.03	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Blue Stakes August	51-40-310	203.10	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Gopher gassers	10-83-261	68.46	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Parks Pesticide App Signs/Gasser Lighters	10-83-261	49.94	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	MONTHLY MAYOR LUNCH-HADERLIE/WESTERGARD	10-43-230	34.58	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Oil Change and Tire Rotation B Haderlie Vehicle	10-43-250	113.90	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW Pest Control	10-79-260	150.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW Pest Control	10-79-260	150.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	RACOON/SKUNK CONTROL IN PARKS	10-83-261	174.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	JULY METER READING SERVICES	51-40-621	3,622.35	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW FIBER	10-46-310	295.80	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	CH FIBER	10-46-310	295.80	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	0194109 P11 OIL CHANGE/TIRE ROTATION	10-83-250	164.90	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	0194641 P18 OIL CHANGE	10-83-250	73.95	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	0194641 P18 OIL CHANGE	10-83-250	50.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	POSTAGE METER LEASE	10-51-255	195.12	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	DMWRA WX SPONSORED DESSERT-(24)	10-43-230	14.98	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	JULY BLUE STAKES	51-40-310	247.16	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	YRLY SPILLMAN FEES RMS	10-46-312	11,250.07	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	311641 CH PEST CONTROL	10-51-260	95.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	311642 CH PEST CONTROL	10-51-260	85.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	311643 CH PEST CONTROL	10-51-260	25.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	DMWRA LUNCH-HANSON	10-43-230	16.79	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	REFUND OF DOUBLE CHARGE	10-43-620	4,118.40-	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	CC MINUTE PAPER	10-43-240	31.99	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	15101974 TREATMENT PLANT ANALYZERS	51-40-250	767.54	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	10016416 TREATMENT PLANT ANALYZERS	21-40-610	2,034.15	2026 9.11

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32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	15129763 TREATMENT PLAN WATER ANALYZERS	51-40-610	3,625.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Streets Truck Fleet Tracking	10-71-250	140.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Parks Truck Fleet Tracking	10-83-250	120.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Water Truck Fleet Tracking	51-40-250	180.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	SP8820 WELL 1 ROTARS VALVES AND ROTORS	10-83-610	440.50	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	XR4070 SPRINKLER VALVE SOLENOIDS	10-83-261	278.96	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	XS9430 PARKS RESTOCK SPRINKLER ROTORS	10-83-261	1,333.11	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	6906935 Infield dirt for T Ball field expansion	10-83-730	1,939.63	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	6910489 Infield dirt for T Ball field expansion	10-83-730	1,892.87	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	6908282 Infield dirt for T Ball field expansion	10-83-730	1,878.75	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	AUGUST METER READING SERVICES	51-40-621	3,623.28	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW HVAC REPAIRS	10-79-260	376.25	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	MONTHLY HRIS FEE	10-46-310	785.07	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	ULCT CONF 10/26 HADERLIE	10-43-230	415.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	ULCT CONF 10/26 GROVER, PETERSON, CHECKETTS, JONES	10-41-230	1,595.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	YRLY SPILLMAN FEES RMS	10-46-312	9,985.02	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	eGIFT for BETHANY@CENTERVILLE for ASST w BAMBOO HR	10-38-935	15.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	UBLA Membership-Harris/Craig	10-57-210	70.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	UBLA Conference - Harris/Craig	10-57-231	430.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW Safety Meeting	10-71-610	6.16	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW Safety Meeting	10-71-610	21.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PW Work Boots - Rhodes/Anderson	56-40-610	406.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Hosted Breakfast-Taser Training	10-60-230	61.76	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Hosted Breakfast-Taser Training	10-60-230	90.91	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PD Dpt T shirts (34)	10-60-455	110.17	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Night Out Against Crime-Food PD	10-60-455	861.15	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Annual PD Information Sharing Services	10-60-310	100.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Honor Guard Equipment	10-60-455	148.35	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Honor Guard Flag Carrying Straps	10-60-455	77.98	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PD Badges - Green+2 Spares	10-60-455	390.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Label Maker	10-60-240	69.99	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Monthly Phone Service	10-51-280	1,961.92	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Class A Name Tags (2) Timothy	10-60-455	50.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Evidence Supplies	10-60-455	140.55	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	PD Fleet Wash	10-60-251	276.00	2026 9.11
32159	09/15/2026	US BANK-VISA PROCUREMENT CARD	Admin Fleet Wash	10-43-250	48.00	2026 9.11
Total 32159:					60,639.78	
32160	09/17/2026	BIG BRAND TIRE & SERVICE	PD VN D13129 MAINTENANCE	10-60-251	75.65	3441-102244
32160	09/17/2026	BIG BRAND TIRE & SERVICE	LESS SALES TAX	10-60-251	5.11-	3441-102244

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32160	09/17/2026	BIG BRAND TIRE & SERVICE	PD VN D06793 MAINTENANCE	10-60-251	70.54	3441-103075
32160	09/17/2026	BIG BRAND TIRE & SERVICE	PD VN D06753 MAINTENANCE	10-60-251	1,758.10	3441-103239
Total 32160:					1,899.18	
32161	09/17/2026	BLACK FOREST PAVING	PERMIT 502 HYDRANT WATER USAGE	51-38-900	48.62-	091626
32161	09/17/2026	BLACK FOREST PAVING	PERMIT 502 HYDRANT METER DEPOSIT REFUND	10-21400	3,000.00	091626
Total 32161:					2,951.38	
32162	09/17/2026	BOUNTIFUL CITY - UTILITIES	180 E 1500 S ELECTRIC POWER	51-40-270	28.82	2644880
32162	09/17/2026	BOUNTIFUL CITY - UTILITIES	339 W 2600 S ELECTRIC POWER	51-40-270	27.20	2648011
Total 32162:					56.02	
32163	09/17/2026	CDAVIS REALTY LLC	REFUND OVERPAYMENT-FINAL BILL	01-11750	68.59	22.2319.0.2
Total 32163:					68.59	
32164	09/17/2026	CHRIS AND ALISON HUGHES	24.8806.0.1 OVERPAYMENT - FINAL BILL	01-11750	25.60	24.8806.0.1
Total 32164:					25.60	
32165	09/17/2026	CONTROL EQUIPMENT COMPANY	CONTROL VALVE - CHLORINATOR AT TREATMENT PLANT	51-40-250	517.84	3079907
Total 32165:					517.84	
32166	09/17/2026	GRADE SOLUTIONS	PERMIT 504 - HYDRANT METER DEPOSIT REFUND	10-21400	3,000.00	091626
32166	09/17/2026	GRADE SOLUTIONS	PERMIT 504 - HYDRANT WATER USAGE	51-38-900	2.21-	091626
Total 32166:					2,997.79	
32167	09/17/2026	HAYES GODFREY BELL, P.C.	LEGAL SERVICES 08.2026	10-49-310	559.65	13031
32167	09/17/2026	HAYES GODFREY BELL, P.C.	LEGAL SERVICES 08.2026	21-40-737	524.80	13031
32167	09/17/2026	HAYES GODFREY BELL, P.C.	LEGAL SERVICES 08.2026	25-40-731	71.75	13031
32167	09/17/2026	HAYES GODFREY BELL, P.C.	LEGAL SERVICES 08.2026	51-61-703	832.30	13031
Total 32167:					1,988.50	
32168	09/17/2026	HIGHLAND GOLF	REPLACEMENT HOOD - YAMAHA VMAX CART	10-83-250	249.99	61422

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Total 32168:					249.99	
32169	09/17/2026	HONEY BUCKET	1 UNIT WEEKLY SERVICE - DOG PARK	10-83-263	154.00	0555758490
Total 32169:					154.00	
32170	09/17/2026	JARED GISSEMAN	REIMBURSEMENT - LUNCH, DAY OF SERVICE	10-71-610	25.04	091526
Total 32170:					25.04	
32171	09/17/2026	JOHN FILLER	REIMBURSEMENT - BUCKET, HAND CLEANER, MOP REFILL, ETC	10-83-261	56.65	091426
32171	09/17/2026	JOHN FILLER	REIMBURSEMENT - SENIOR LUNCH 08.2026 APPROX 100 SERVINGS	27-40-611	553.63	091526
Total 32171:					610.28	
32172	09/17/2026	LAKEVIEW ASPHALT PRODUCTS INC	ASPHALT PATCH 1935 S	21-40-410	249.76	17331
32172	09/17/2026	LAKEVIEW ASPHALT PRODUCTS INC	ASPHALT PATCH 1200 S	21-40-410	194.32	17353
Total 32172:					444.08	
32173	09/17/2026	LAKEVIEW ROCK PRODUCTS	ASPHALT DISPOSAL - WATER LEAKS	21-40-410	160.00	449360
Total 32173:					160.00	
32174	09/17/2026	LAWN BUTLER	LANDSCAPE MAINTENANCE AUGUST 2026	10-83-310	13,710.02	INA-255607
Total 32174:					13,710.02	
32175	09/17/2026	LYNN MORRISON	REFUND OVERPAYMENT-FINAL BILL	01-11750	20.77	3.1030.0.2
Total 32175:					20.77	
32176	09/17/2026	MARC EVANS	REIMBURSE PURCHASE OF DOG WASTE BAGS	10-83-260	19.29	123024
Total 32176:					19.29	
32177	09/17/2026	MARS EUROPEAN C/O HAMZA ARBEED	735 W 500 S DEPOSIT LESS UTILITIES AND ROCKY MOUNTAIN POWER	10-21400	382.84	1.8060.0.9

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Total 32177:					382.84	
32178	09/17/2026	POINT S TIRE & AUTO SERVICE	PW VN 191478 - P18 - FLAT TIRE REPAIR	10-83-250	16.95	0197461
Total 32178:					16.95	
32179	09/17/2026	PRECISE MRM LLC	SHIPPING - GPS SENSOR REPLACEMENT	51-40-250	25.17	IN200-20153
Total 32179:					25.17	
32180	09/17/2026	PROGRESS SALT LAKE CITY LLC	REFUND OVERPAYMENT-FINAL BILL	01-11750	68.86	11.1146.0.7
Total 32180:					68.86	
32181	09/17/2026	RENE HURST	REIMBURSE CRAFT ITEMS SUMMER RECREATION (60)	10-86-610	30.00	5030000123
Total 32181:					30.00	
32182	09/17/2026	ROD FULLMER	REFUND OVERPAYMENT-FINAL BILL	01-11750	18.05	13.4019.0.2
Total 32182:					18.05	
32183	09/17/2026	RYAN & JESSICA HARPER	REFUND OVERPAYMENT-FINAL BILL	01-11750	28.08	24.5509.0.1
Total 32183:					28.08	
32184	09/17/2026	SHAWN & MATTIE ROBINSON	REFUND OVERPAYMENT-FINAL BILL	01-11750	14.09	22.1309.0.3
Total 32184:					14.09	
32185	09/17/2026	STEP SAVER INC	SALT FOR CHLORINE GENERATOR - TREATMENT PLANT	51-40-610	225.53	554631
32185	09/17/2026	STEP SAVER INC	LESS SALES TAX	51-40-610	13.49-	554631
32185	09/17/2026	STEP SAVER INC	SALT FOR CHLORINE GENERATOR - TREATMENT PLANT	51-40-610	45.47	555079
32185	09/17/2026	STEP SAVER INC	LESS SALES TAX	51-40-610	2.72-	555079
32185	09/17/2026	STEP SAVER INC	SALT FOR CHLORINE GENERATOR - TREATMENT PLANT	51-40-610	116.28	UT144680
Total 32185:					371.07	
32186	09/17/2026	TERRACON CONSULTANTS INC	GEOTECH ENGINEERING - NEW CITY HALL	46-40-720	4,150.47	35955

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Total 32186:					4,150.47	
32187	09/17/2026	THE FINAL SWEEP, LLC	STREET SWEEPING SUMMER 2026 - CITY WIDE	56-40-310	7,980.00	7863
Total 32187:					7,980.00	
32188	09/17/2026	THE LOGO SHOP	CITY SHIRTS	27-40-617	420.28	134994
Total 32188:					420.28	
32189	09/17/2026	TOTER LLC	150 GW CONTAINERS, 90 LIDS, 180 HINGES, 360 FASTENERS	52-40-740	17,120.70	20INV00099
Total 32189:					17,120.70	
32190	09/17/2026	TWIN D INC	BASIN CONTROL STRUCTURES CLEANING - DOG PARK, SHAMROCK, MTN VIEW	56-40-310	1,775.00	842521RI
Total 32190:					1,775.00	
32191	09/17/2026	WILBUR-ELLIS CO LLC	HERBICIDE - RUSSIAN OLIVES - A2 DRAIN	56-40-610	184.20	18067876
Total 32191:					184.20	
32192	09/17/2026	ZIONS FIRST NATIONAL BANK	WTR REV 2025 BOND - TRUSTEE ADMIN FEE	51-80-831	1,750.00	9536408 08.
Total 32192:					1,750.00	
32193	09/21/2026	BASECO	CITY'S FINAL PAYMENT-696 W 1300 S VAN NIEUDERHAUSER RES.	25-40-731	50,000.00	NC12096
Total 32193:					50,000.00	
32194	09/24/2026	AARON ROSE-BATEMAN	REIMBURSEMENT - HONOR GUARD SUPPLIES 9/28 (2)	10-60-455	58.82	092126
Total 32194:					58.82	
32195	09/24/2026	BELL JANITORIAL SUPPLY	CAN LINERS/BIO ENZYME/HAND CLEANER - PARKS BUILDINGS	10-83-260	205.66	1088854
Total 32195:					205.66	
32196	09/24/2026	BRANDON & KATHERINE O'CONNER				

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
		DEAN	REFUND OVERPAYMENT-FINAL BILL	01-11750	73.68	7.0218.0.4
Total 32196:					73.68	
32197	09/24/2026	BRIAN PASSEY	REIMBURSEMENT - LEDGER/BOND TRAINING REGISTRATION FEE	10-43-230	295.00	091826
Total 32197:					295.00	
32198	09/24/2026	CANON FINANCIAL SERVICES INC	CH COPIER C5850I CONTRACT/COPIES	10-51-250	285.08	43861882
32198	09/24/2026	CANON FINANCIAL SERVICES INC	PD COPIER C3930I CONTRACT/COPIES	10-60-251	216.60	43861882
Total 32198:					501.68	
32199	09/24/2026	CHUTPOL CHANAROKE	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50	25-0114
Total 32199:					37.50	
32200	09/24/2026	COLTEN & KARLIE HAWKINS	REFUND OVERPAYMENT	01-11750	461.19	23.0150.0.4
Total 32200:					461.19	
32201	09/24/2026	CROFT POWER EQUIPMENT	CHAINSAW CHAINS	10-83-250	53.98	213962
Total 32201:					53.98	
32202	09/24/2026	DENNIS & CHRISTINE BIGELOW	REFUND OVERPAYMENT-FINAL BILL	01-11750	17.11	4.1771.9.3
Total 32202:					17.11	
32203	09/24/2026	ENCLAVE THE AUDREY LLC	REFUND OVERPAYMENT - FINAL BILL 4.4030.0.1	01-11750	127.28	4.4030.0.1
Total 32203:					127.28	
32204	09/24/2026	ENFUSION TECHNOLOGIES	FY27 CITY INSPECT SOFTWARE MAINTENANCE/UPDATE FEES	10-57-310	2,500.00	260059
Total 32204:					2,500.00	
32205	09/24/2026	EV AUTO	23-039 BOND RELEASE	10-21350	90.00	23-039

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Total 32205:					90.00	
32206	09/24/2026	HOSE & RUBBER SUPPLY	HOSES - VAC TRAILER REPAIR	51-40-250	88.58	02248291
Total 32206:					88.58	
32207	09/24/2026	JOHN FILLER	REIMBURSEMENT - BUCKETS, PINS, WINDOW WASH FLUID - RESTOCK TRUCK	10-83-261	38.46	091726
32207	09/24/2026	JOHN FILLER	REIMBURSEMENT - DEF FOR P12 TRUCK	10-83-252	28.93	092126
Total 32207:					67.39	
32208	09/24/2026	KEVIN & LINDSEY MILLER	REFUND OVERPAYMENT-FINAL BILL	01-11750	97.44	7.2130.1.0
Total 32208:					97.44	
32209	09/24/2026	LAKEVIEW ASPHALT PRODUCTS INC	ASPHALT PATCH 840 W	21-40-410	89.60	17417
Total 32209:					89.60	
32210	09/24/2026	LANCE WHITTEN	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50	25-0075
Total 32210:					37.50	
32211	09/24/2026	LEE'S ACE HARDWARE	QUICK COUPLING - VAC TRAILER PRESSURE WASHER	51-40-250	11.69	13852
32211	09/24/2026	LEE'S ACE HARDWARE	SWAMP COOLER PARTS - PARKS/STREETS BAYS	10-79-260	88.18	13888
32211	09/24/2026	LEE'S ACE HARDWARE	TAP AND DIE - ARGYLE ACRES PLAYGROUND REPAIR	10-83-261	26.61	13923
32211	09/24/2026	LEE'S ACE HARDWARE	CLEANER, MARKING PAINT, DRILL BIT, FASTENERS - PW	10-79-260	73.34	13948
32211	09/24/2026	LEE'S ACE HARDWARE	TOILET BRUSH/CLEANER - TRMT PLANT RESTROOM	51-40-250	20.32	13959
32211	09/24/2026	LEE'S ACE HARDWARE	CHAIN LINK FOR WATER TRUCK	51-40-250	4.13	13968
32211	09/24/2026	LEE'S ACE HARDWARE	FASTENERS - STORM WATER GRATE - MILLS DETENTION BASIN	51-40-250	14.72	13986
Total 32211:					238.99	
32212	09/24/2026	LUIS MEDINA	RESTITUTION OWED FROM DEFENDANT C#255301177	10-35-100	100.00	092126
Total 32212:					100.00	
32213	09/24/2026	METHOD STUDIO INC	25.0585 ARCHITECTURAL SERVICES -CH/HOGAN PARK	46-40-720	14,116.57	37361

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Total 32213:					14,116.57	
32214	09/24/2026	NICHOLAS & BROOK MANEOTIS	REFUND OVERPAYMENT-FINAL BILL	01-11750	66.44	3.5910.0.4
Total 32214:					66.44	
32215	09/24/2026	PAM NICHOLS	OWNER REQUESTED CREDIT BECAUSE OF DUPLICATE PAYMENTS	01-11750	405.49	2.5720.0.2
Total 32215:					405.49	
32216	09/24/2026	POINT S TIRE & AUTO SERVICE	PW4 - VN85258 OIL CHANGE	10-83-250	73.95	0197916
Total 32216:					73.95	
32217	09/24/2026	PROJECT A-2 LLC-JULIA LABORIEL	REFUND OVERPAYMENT-FINAL BILL	01-11750	15.91	7.1150.0.5
Total 32217:					15.91	
32218	09/24/2026	RILEY SCHAAD	REFUND BUSINESS LICENSE LATE FEE DUE TO GRACE PERIOD	10-32-100	37.50	24-6315
Total 32218:					37.50	
32219	09/24/2026	ROCKIN E COUNTRY STORE LLC	TOP SOIL - PARKS SOD REPAIRS	10-83-261	89.98	250212
Total 32219:					89.98	
32220	09/24/2026	SKAGGS COMPANIES INC	SANDERS UNIFORM	10-60-450	20.00	450_A_3574
32220	09/24/2026	SKAGGS COMPANIES INC	FURNISH UNIFORM	10-60-450	12.00	450_A_3610
32220	09/24/2026	SKAGGS COMPANIES INC	SCHULTZ UNIFORM	10-60-450	197.48	450_A_3610
32220	09/24/2026	SKAGGS COMPANIES INC	WILSTEAD UNIFORM	10-60-450	89.99	450_A_3633
Total 32220:					319.47	
32221	09/24/2026	SOUTH FORK HARDWARE - NSL #87	LEAK AND DISPOSAL REPAIR - CITY HALL	10-51-260	25.26	712032
Total 32221:					25.26	
32222	09/24/2026	SPENCER MORTENSEN	REFUND OP-FINAL BILL	01-11750	13.79	8.2090.0.3

Check Number	Check Date	Payee	Description	GL No	Amount	Invoice No
Total 32222:					13.79	
32223	09/24/2026	STEVE & BRIDGET GORDON	REFUND OVERPAYMENT-FINAL BILL	01-11750	42.33	13.0414.0.6
Total 32223:					42.33	
32224	09/24/2026	UPPER CASE PRINTING INK	NEWSLETTER - SEPT 2026 (2300)	10-43-610	494.50	4874
32224	09/24/2026	UPPER CASE PRINTING INK	FALL CLEANUP FLYER (2300)	52-40-622	738.30	4874
Total 32224:					1,232.80	
32225	09/24/2026	VERIZON WIRELESS	PW TABLET SERVICE	10-51-280	280.25	6153277061
Total 32225:					280.25	
32226	09/24/2026	ZIONS FIRST NATIONAL BANK	PRINCIPAL DUE	61-80-160	48,383.29	0001010000
32226	09/24/2026	ZIONS FIRST NATIONAL BANK	PRINCIPAL DUE	61-80-171	13,094.84	0001010000
32226	09/24/2026	ZIONS FIRST NATIONAL BANK	INTEREST DUE	61-80-160	2,479.35	0001010000
32226	09/24/2026	ZIONS FIRST NATIONAL BANK	INTEREST DUE	61-80-171	671.03	0001010000
Total 32226:					64,628.51	
32231	09/29/2026	WASATCH TRAILER SALES	Replacement Streets Paint Trailer	61-70-171	4,354.00	20719
Total 32231:					4,354.00	
9282601	09/28/2026	UTAH LOCAL GOVERNMENT TRUST	RDA GENERAL LIAB ILITY	25-40-510	3,500.00	M1627431
Total 9282601:					3,500.00	
Grand Totals:					262,634.81	

Woods Cross City

1555 South 800 West
Woods Cross UT 84087
801-292-4421

September 21, 2026

Utah Department of Transportation - Region One

RE: PIN 22077 - Parkin Overpass/Bamberger Bridge; 500 West Intersection Options

Dear UDOT Project Team:

Thank you for the opportunity to review the five intersection alternatives for the Parkin Overpass/Bamberger Bridge and 500 West project. On behalf of the Woods Cross City Council, I offer the following comments in support of advancing Option A, B, or C.

Options A, B, and C retain a four-leg intersection and preserve the connection between US-89 and the 525/575 West corridor serving Woods Cross High School and surrounding neighborhoods. The Council does not support Options D and E, which would create a three-leg intersection and eliminate this connection.

Preserving this connection is central to the Council's position. Early project discussions identified improved connectivity to Woods Cross High School as a safety goal, and the four-leg intersection was the concept included in funding applications to Davis County and the Wasatch Front Regional Council. Comments received during the review process also raised concerns about the effects of removing the connection on access for students and residents and about departing from the concept underlying those applications.

The Council believes the evaluation should consider the broader transportation network, including pedestrian and bicycle access, along with vehicle operations at the immediate intersection. Review comments specifically identified the lack of pedestrian and bicycle facilities connecting to 525/575 West as a concern with Options D and E.

We recognize that preliminary traffic analysis indicates eliminating the connection would not be detrimental to area traffic. We also acknowledge that Options D and E may offer advantages for utilities, right-of-way, and construction traffic control, and that final traffic analysis is still underway. While these considerations deserve careful review, the Council believes preserving the connection to the school and surrounding street network remains the stronger priority.

We therefore request that UDOT continue project development with Option A, B, or C and remove Options D and E from further consideration. The City welcomes continued collaboration with UDOT, the design team, Bountiful City, and the Davis School District to evaluate the differences among the remaining alternatives. Our shared work can identify a final configuration that addresses safety, traffic operations, utilities, right-of-way, pedestrian and bicycle access, and constructability while maintaining this important connection.

Thank you for considering the Council's position and for your continued coordination with Woods Cross City. We look forward to working together as the project moves forward.

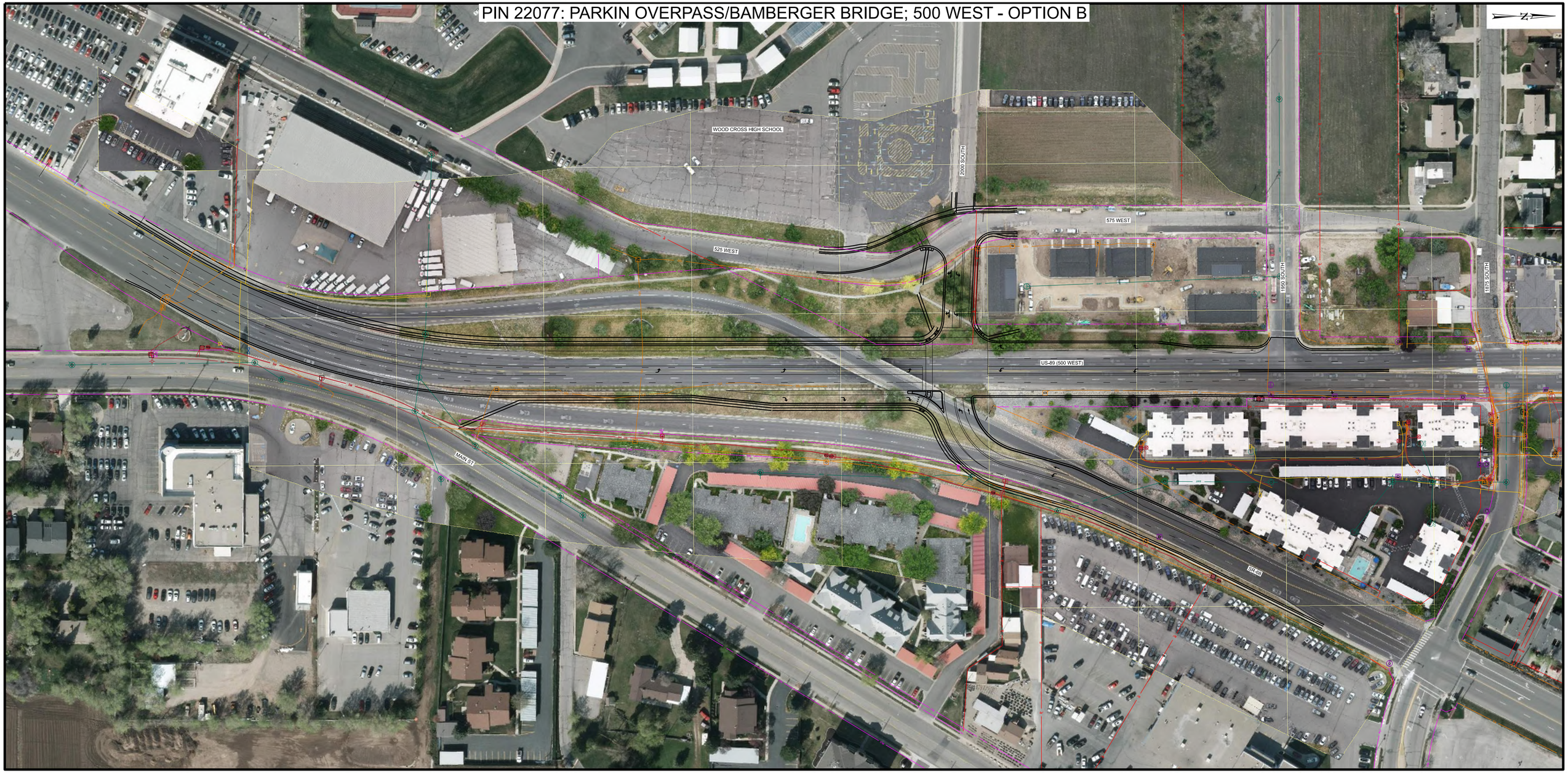
Sincerely,

_____

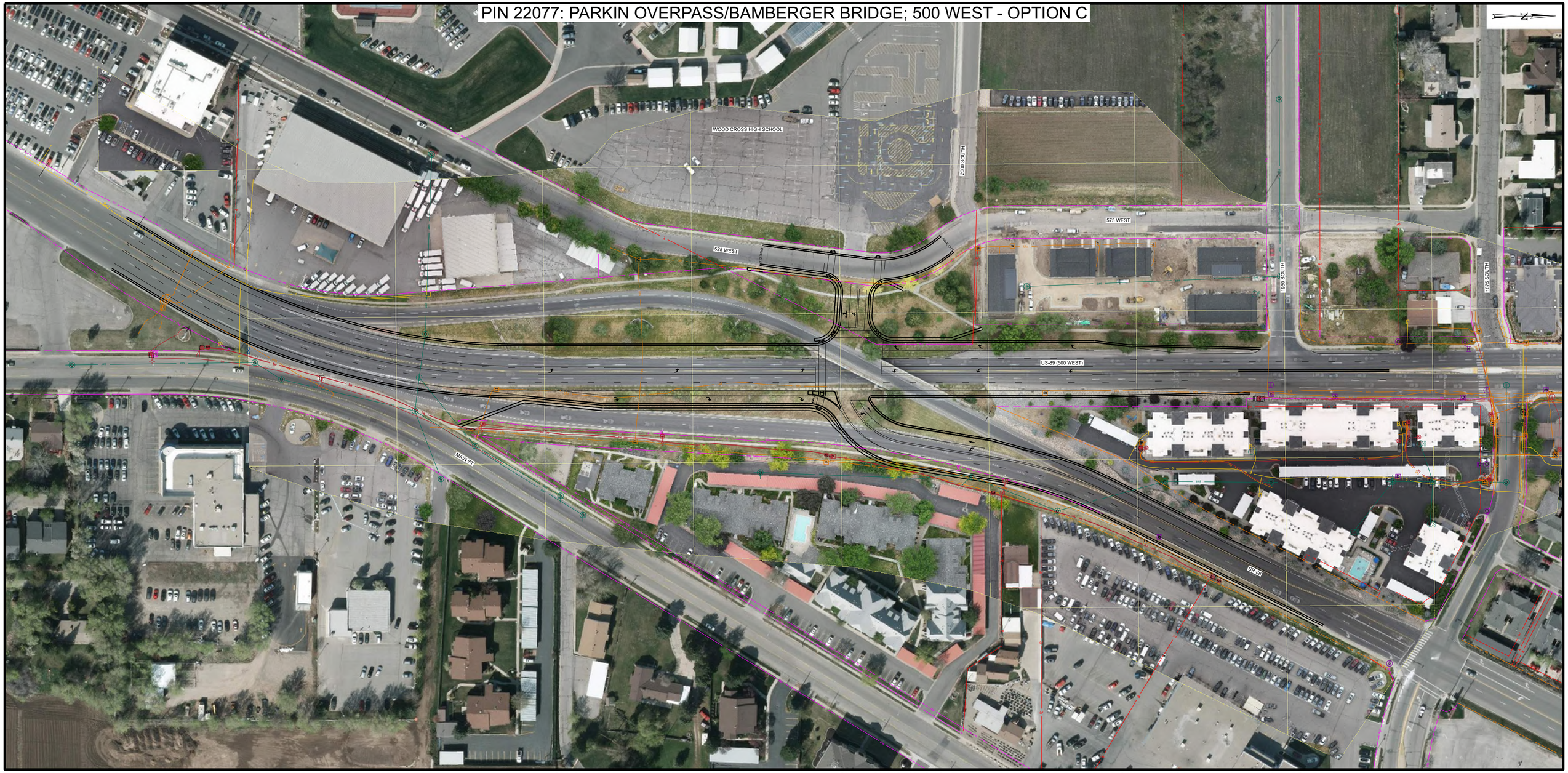
Ryan Westergard
Mayor, Woods Cross City


PIN 22077: PARKIN OVERPASS/BAMBERGER BRIDGE; 500 WEST - OPTION A
WOOD CROSS HIGH SCHOOL
525 WEST
575 WEST
2000 SOUTH
1950 SOUTH
1875 SOUTH
US-89 (500 WEST)
MAIN ST
SR-68
50+00
55+00
60+00
65+00
70+00
10+00
15+00
85+00

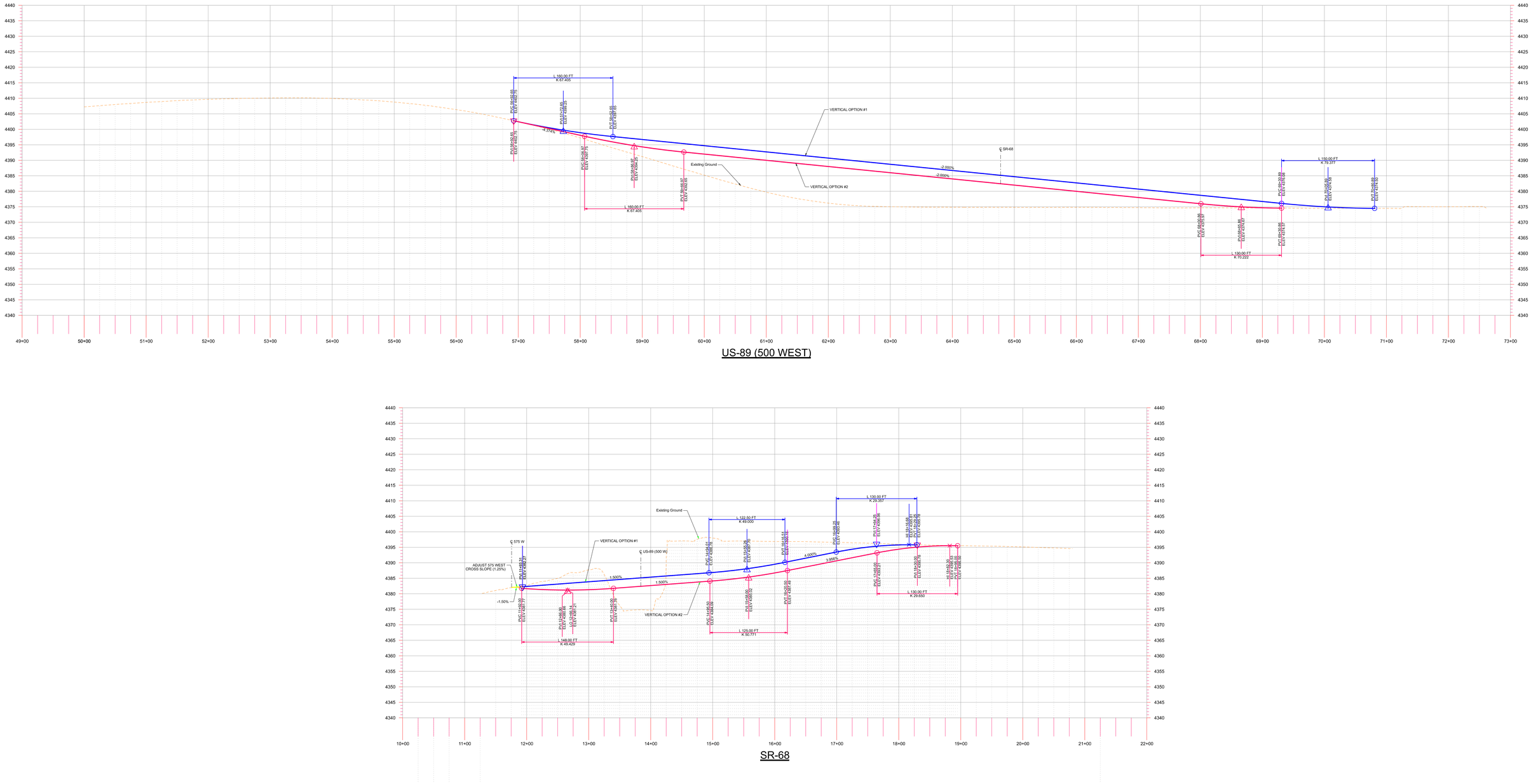
PIN 22077: PARKIN OVERPASS/BAMBERGER BRIDGE; 500 WEST - OPTION B



PIN 22077: PARKIN OVERPASS/BAMBERGER BRIDGE; 500 WEST - OPTION C



PIN 22077: PARKING OVERPASS/BAMBERGER BRIDGE; 500 WEST - VERTICAL PROFILE OPTIONS A-C

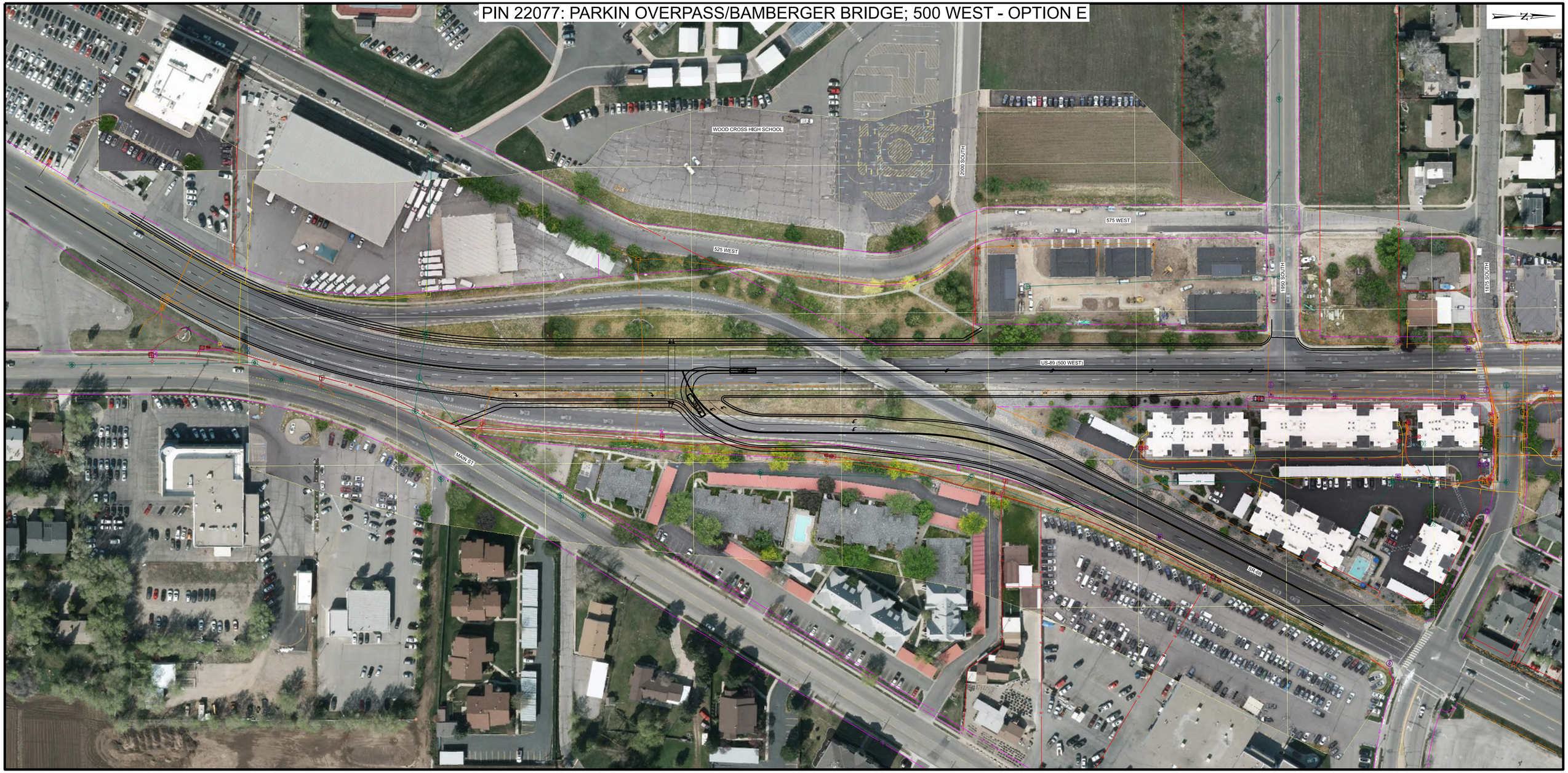


US-89 (500 WEST)

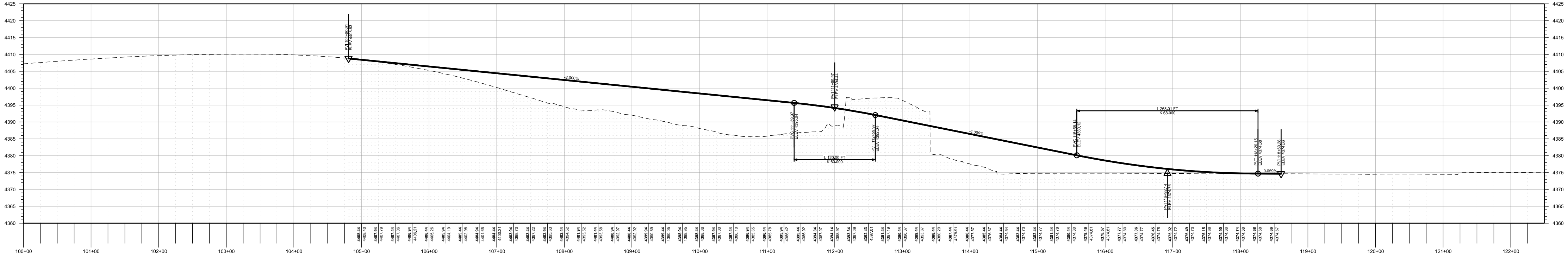
SR-68


PIN 22077: PARKIN OVERPASS/BAMBERGER BRIDGE; 500 WEST - OPTION D
WOOD CROSS HIGH SCHOOL
2000 SOUTH
575 WEST
525 WEST
1650 SOUTH
1875 SOUTH
US-89 (500 WEST)
MAIN ST
SR-68
100+00
101+00
102+00
103+00
104+00
105+00
106+00
107+00
108+00
109+00
110+00
111+00
112+00
113+00
114+00
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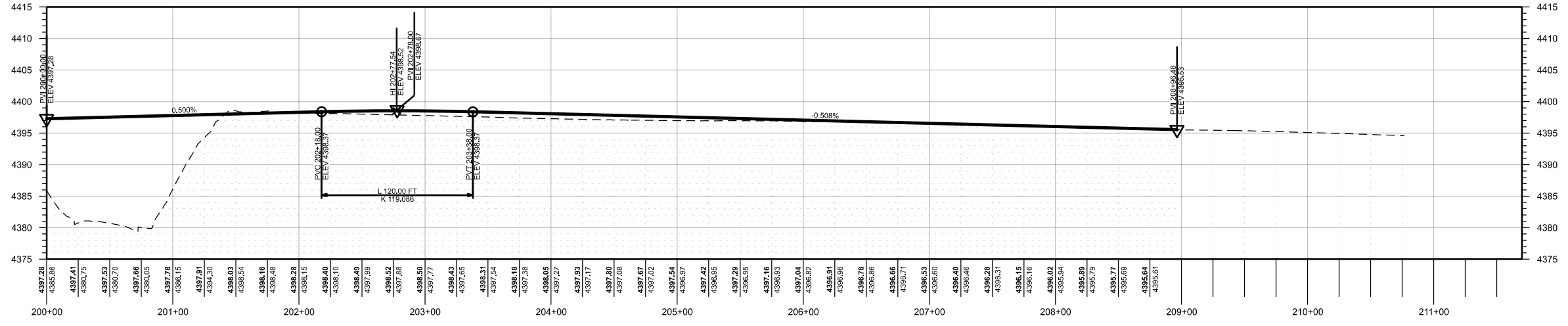
PIN 22077: PARKIN OVERPASS/BAMBERGER BRIDGE; 500 WEST - OPTION E



PIN 22077: PARKIN OVERPASS/BAMBERGER BRIDGE; 500 WEST
USE PROFILES FOR OPTIONS D & E



US-89 PROFILE



SR-68 PROFILE

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Manager

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 30, 2026

TO: Mayor and City Council

FROM: Tara Kinser, Parks Manager

SUBJECT: **Resolution Approving the Purchase of Fertilizer and Seed for Fiscal Year 2027**

Recommendation

City Staff recommends the City Council approve the Resolution Authorizing the Fertilizer and Seed Purchase for Fiscal Year 2027 from Wilbur Ellis for fertilizer and grass seed in the amount of $31,151.76, plus shipping costs.

Budget

The Parks Fund 10-83-261 budget includes the cost of purchasing fertilizer and chemicals for FY27.

Background

The Parks Department switched from a **4-per-year application schedule to a three-per-year application schedule** last year. Observations of this change have been positive so far, and Staff recommends continuing with this schedule.

The seed is used in a practice known as **overseeding.** This helps to thicken and improve the resilience of existing turf as well as crowd out weeds.

Price quote were requested from:

- **Wilbur-Ellis** (UDOT Contract No. 229531)

The City has sufficient chemicals on hand through **July 2027**, so no chemical purchases are required this fiscal year

Purchase History (without seed purchase)

In FY 25 the City spent $25,575 on fertilizer.

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Manager

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

In FY 26 the City spent $31,589 on fertilizer.

Additional Considerations

The recommended expenditure of $29,049.56 for fertilizer alone is **lower than last year's purchase amount** due to:

- The subtraction of the acreage of Hogan Park due to planned construction
- The planned use of 62 unused bags of fertilizer from last year's purchase

If, for any reason, Hogan Park needs fertilization, we will need to make an additional purchase.

Order Details

- **Three city-wide fertilizer applications** tailored to seasonal needs. $29,049.56
- An 80/20 Kentucky/Rye **grass seed** mix. $2,102.20

Total cost: $31,151.76 plus shipping

RESOLUTION: 2026-____

A RESOLUTION APPROVING THE PURCHASE OF FERTILIZER AND SEED FOR THE FISCAL YEAR 2027

WHEREAS, Woods Cross City is seeking to Purchase Fertilizer for maintenance of its Parks and landscaped areas; and

WHEREAS, Woods Cross City has solicited pricing for the Fiscal Year 2026-27 Fertilizer application for the City Parks following the Procurement policies outlined in City Code as written in Title 3, Chapter 15, which allows for purchasing using state negotiated contracts; and

WHEREAS, Wilbur-Ellis is honoring pricing from the UDOT contract, number 229531, for Woods Cross City to purchase the Fertilizing and Chemical materials for parks maintenance.

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

1. The Mayor is authorized to sign this Resolution
2. That the Council authorizes City Staff to order the materials listed in the adjoining memo
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 6TH DAY OF OCTOBER 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]*



Quote

Customer	Validation Date	Expiration Date	Quote #	Quote Name
WOODS CROSS CITY PARKS	09/29/2026	10/29/2026	1158499-01.01	

Customer	Billing Address	Shipping Address
WOODS CROSS CITY PARKS 1555 S 800 W	WOODS CROSS CITY PARKS 1555 S 800 W	WOODS CROSS CITY PARKS (SHTO) 2287 SOUTH 1200 WEST
JDE # 119144	JDE # 119144	JDE # 120029

Delivery Type	Delivery Date	Delivery Instructions	
Delivery	09/30/2026		

SKU	Product	Package Size	Price	Quantity	Total
271655	PERF SINGLE SHOT 34-2-6	50 LB BG WECO	$44.03/BG	16200 LB	$14,265.72
299380	PERF MINI EAGLE 25-0-15	50 LB BG WECO	$0.9251/LB	10900 LB	$10,083.59
249724	WG NITRA GREEN 22-3-3 2FE	50 LB BG WECO	$0.5027/LB	9350 LB	$4,700.25
145690	80/20 BLUE/RYE SEED	50 LB BG LNDM	$2.1022/LB	1000 LB	$2,102.20
				Total Price	$31,151.76

TAXES ARE NOT INCLUDED IN QUOTE

Notes

If you have any questions concerning this quotation, contact Pat Brown 801-381-3093 - PBrown2@wilburellis.com

Any goods and/or services described above (such goods and/or services are referred to as the "Product") that are provided to you ("Customer") by Wilbur-Ellis Company LLC ("Seller"), are provided subject to Seller's General Terms and Conditions of Sale (the "Terms") set forth at Terms and Conditions that are in effect at the time such Product is ordered. The Terms are hereby incorporated herein and expressly made a part of this agreement.

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Woods Cross City

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

Memorandum

Date: September 30, 2026

To: Mayor and City Council

From: Cassandra Hart, HR/Risk Management Director

Subject: **Adoption of the Updated Employee Policy Manual**

Since the updated Employee Policy Manual was presented at the last Council meeting, management and staff have had two weeks to review it and submit any additional changes or comments. I have received no further comments.

I recommend that the City Council adopt the version of the Employee Policy Manual included in the council packet.

Should the City Council adopt the Employee Policy Manual, I will prepare corresponding municipal code changes and an ordinance for the next council meeting.

RESOLUTION 2026-_____

A RESOLUTION ADOPTING THE 2026 EMPLOYEE POLICY MANUAL

OF WOODS CROSS CITY

WHEREAS, Woods Cross City desires to maintain clear and consistent policies governing City employment; and

WHEREAS, the City has prepared the 2026 Employee Policy Manual to update and consolidate its personnel policies and procedures; and

WHEREAS, the City desires to adopt the 2026 Employee Policy Manual for use by the City and its employees;

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

1. Adoption. The 2026 Employee Policy Manual, attached as Exhibit A and incorporated herein by reference, is hereby adopted as the employee policy manual of Woods Cross City.

2. Prior Policies. Upon its effective date, the 2026 Employee Policy Manual supersedes and replaces the City's prior employee policy manual and any previously adopted personnel policies to the extent they conflict with the 2026 Employee Policy Manual.

3. Effective Date. This Resolution and the 2026 Employee Policy Manual shall take effect on _____, 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 6th DAY OF October, 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 ___



1.1 Section 1 : General ProvisionsPurpose

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

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

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

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

1.2 Scope and Applicability

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

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

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

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

1.3 At-Will Employment

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

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

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

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

1.4 Authority and Right to Amend

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

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

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

1.5 Conflicts With Law; Severability

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

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

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

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

1.6 Independent Contractors and Volunteers

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

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

Section 2: Ethics and Conflicts

2.1 Laws, Policies & Procedures, and Ethical Standards Guides

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

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

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

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

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

2.2 Conflict of Interest & Required Employee Disclosures

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

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

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

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

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

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

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

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

2.3 Nepotism

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

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

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

2.4 Outside Employment

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

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

2.5 Political Activity

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

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

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

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

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

2.6 Gifts and Use of City Resources

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

Section 3: Employee Conduct

3.1 Professional Standards

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

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

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

3.2 Confidentiality

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

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

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

(2) Personnel files or other employee records;

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

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

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

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

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

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

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

(1) Interfere with work duties;

(2) Create additional costs to the City; or

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

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

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

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

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

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

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

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

3.4 Standards of Conduct

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

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

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

(2) Dishonesty, fraud, or misrepresentation;

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

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

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

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

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

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

3.5 Performance Reviews

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

Section 4: Alcohol and Drug Policy

4.1 Purpose

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

4.2 Scope of Policy

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

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

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

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

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

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

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

4.3 Definitions

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

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

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

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

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

4.4 Prohibited Conduct

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

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

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

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

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

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

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

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

4.5 Drug and Alcohol Testing

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

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

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

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

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

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

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

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

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

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

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

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

(A) jeopardize federal funding;

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

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

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

(A) consult with legal counsel; and

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

4.6 Sample Collection:

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

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

(1) ensures privacy for the individual being tested;

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

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

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

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

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

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

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

4.7 Positive Test Results

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

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

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

4.8 Confidentiality

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

4.9 Notification of Convictions

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

Section 5: Employment Practices

5.1 Equal Employment Opportunity

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

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

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

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

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

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

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

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

5.2 Workplace Accommodations

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

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

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

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

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

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

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

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

5.3 Background Screening & Investigations

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

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

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

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

5.4 ADA and Reasonable Accommodation

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

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

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

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

5.5 Hiring and Recruitment

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

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

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

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

Section 6: Harassment and Retaliation

6.1 Policy

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

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

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

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

6.2 Types of Harassment

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

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

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

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

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

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

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

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

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

6.3 Retaliation

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

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

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

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

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

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

6.4 Responsibilities

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

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

6.5 Reporting & Investigation

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

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

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

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

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

6.6 Records

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

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

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

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

Section 7: Compensation & Benefits

7.1 Overtime & Compensatory Time

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

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

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

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

(c) **Compensatory Time**:

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

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

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

(d) **Exempt Employees**:

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

7.2 Timekeeping & Payroll

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

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

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

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

7.3 Benefits

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

7.4 Reimbursement and Expenses

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

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

Section 8: Leave

8.1 Vacation Leave

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

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

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

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

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

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

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

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

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

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

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

8.2 Maximum Accumulation

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

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

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

8.3 Holidays During Leave

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

8.4 Provisions Relating to Separation from Employment

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

8.5 Administrative Leave

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

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

(1) Common reasons for administrative leave include:

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

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

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

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

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

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

8.6 Bereavement and Funeral Leave

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

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

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

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

8.7 Sick Leave

(a) Eligible full-time employees accrue one (1) day of sick leave for each month worked, or twelve (12) days per year. Eligible employees whose contemplated schedule is less than 40 hours per week accrue sick leave on a prorated basis according to the number of hours they work each pay period. For the purposes of this section, a day of sick leave equals eight (8) hours.

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

(c) The maximum sick leave accrual is 1440 sick leave hours, or180 sick leave days. Sick leave is charged in quarter hour (15 minute) increments.

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

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

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

(g) Employees must notify their department head or the City Administrator no later than one (1) hour before shift begins in order to be eligible for sick leave payment, unless under the circumstances such notice is impracticable. Employees should

keep supervisors apprised if sick leave continues. The City may require verification of illness or injury, particularly for absences exceeding three days or when abuse is suspected.

(h) On November 1 of each year, employees who have at least sixty-four (64) hours of unused sick leave remaining from the sick leave accrued during the previous twelve months may elect to convert additional unused sick leave to pay.

(1) Employees may convert up to thirty-two (32) hours at their regular rate of pay, provided at least sixty-four (64) hours of the sick leave accrued during the previous twelve months remains unused.

(2) Sick leave carried over from prior years does not count toward the required sixty-four (64) hours.

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

8.8 Parental Leave

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

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

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

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

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

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

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

(f) Employees seeking parental leave must:

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

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

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

8.9 Holiday Leave

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

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

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

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

8.10 Jury Leave

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

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

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

Section 9: Family And Medical Leave Act

9.1 General Policy

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

9.2 Amount of Leave

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

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

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

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

9.3 Employee Status and Benefits During Leave

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

9.4 Employee Status After Leave

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

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

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

9.5 Use of Paid and Unpaid Leave

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

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

9.6 Certification and Recertification

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

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

9.7 Procedure for Requesting FMLA Leave

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

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

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

9.8 Eligibility

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

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

9.9 Leave Entitlements

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

(1) Birth of an employee's child.

(2) Adoption of a child by an employee.

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

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

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

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

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

9.10 Intermittent Leave

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

Section 10 : Work Schedules and Attendance

10.1 Work Schedules

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

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

(c) Employees are responsible for the following:

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

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

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

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

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

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

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

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

10.2 Job Abandonment

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

10.3 Verification

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

10.4 Rest Periods/Breaks

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

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

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

Section 11: Health and Safety

11.1 Workers' Compensation Coverage

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

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

11.2 Reporting of Injuries

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

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

11.3 Employer's Reports

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

11.4 Maintenance of Records

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

11.5 Leave and Compensation

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

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

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

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

11.6 Return to Work

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

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

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

11.7 Occupational Safety and Health Administration

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

Section 12: Discipline and Termination

12.1 Disciplinary Measures

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

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

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

(1) verbal warning;

(2) written warning or reprimand;

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

(4) demotion or reduction in pay; or

(5) termination.

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

(1) Insubordination or refusal to follow lawful instructions;

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

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

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

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

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

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

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

12.2 Procedure

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

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

Section 13: Grievances and Administrative Appeals

13.1 Grievance - Policy and Scope

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

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

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

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

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

13.2 Grievance Procedure

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

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

(2) Written grievances shall contain the following information:

(A) Name of the employee;

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

(C) Brief description of grievance;

(D) Requested resolution; and

(E) Employee's signature and date.

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

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

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

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

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

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

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

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

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

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

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

13.3 Administrative Appeal - Policy and Scope

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

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

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

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

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

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

13.4 Administrative Appeal Procedure

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

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

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

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

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

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

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

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

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

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

(2) The employee may (but is not required to) appear in person, be represented by counsel, present evidence, respond to the City's evidence, and confront any witnesses whose testimony is to be considered.

(3) The Hearing Officer shall determine whether the disciplinary action was supported by substantial evidence and imposed in accordance with applicable policies and procedures.

(d) Following the appeal hearing, the Hearing Officer shall issue a written decision with their findings as follows:

(1) The decision shall include written findings describing the evidence relied upon, with each finding supported by substantial evidence.

(2) The decision shall be certified by the City Recorder within 15 calendar days after the hearing, unless extended for good cause, but in no event longer than 60 calendar days, consistent with Utah Code § 10-3-1106.

(3) The Hearing Officer shall include the following certification language: "This decision is dated, issued, and certified to the City Recorder on this ___ day of __, 20."

(4) A record of the appeal hearing shall be preserved by the City in accordance with state records retention laws. Access to the record shall comply with GRAMA. Certain materials may be classified as protected or private under law.

(e) The ruling of the Hearing Officer shall be considered final. The final order may be reviewed by filing a petition for review in the Utah Court of Appeals within 30 calendar days, as provided in Utah Code § 10-3-1106.

(f) If the Hearing Officer finds in favor of the employee, the employee shall receive:

(1) the employee's salary for the period of time during which the employee was discharged or suspended without pay, less any amounts the employee earned from other employment during this period; or

(2) any deficiency in salary for the period during which the employee was transferred to a position of less remuneration.

Section 14: Separation from Employment

14.1 Voluntary Resignation

(a) Employees are encouraged to provide written notice of resignation at least two (2) weeks in advance. Notice should be given to the employee's supervisor.

14.2 Job Abandonment

(a) An employee absent without notice or approval for three (3) consecutive workdays may be deemed to have abandoned their job and will be processed as a voluntary resignation.

14.3 Layoff / Reduction in Force (RIF)

(a) The City may reduce its workforce due to lack of funds, lack of work, or reorganization.

(b) In determining which employees to retain, the City will consider qualifications, performance, and operational needs. Seniority may be used as a tiebreaker where employees are otherwise similarly qualified.

(c) The City may, where practical, explore alternatives such as transfer, reassignment, or demotion to minimize layoffs.

14.4 Rehire and Service Credit

(a) Employees rehired within twelve (12) months of separation will receive credit for prior service (excluding the break in service) for purposes of benefits, leave accrual, and eligibility for reinstatement of previously accrued sick leave.

(b) Employees rehired after more than twelve (12) months will be treated as new hires, except where reinstatement of benefits is required by law.

(c) Service credit will not be reinstated for the period of the break in service.

Public Hearing w Requested Action

STAFF REPORT

To: Mayor Westergard, City Council Members

From: Curtis Poole, Community Development Director
Bonnie Craig, Business License Official

Date: October 6, 2026

Re: Code Text Amendment – Business Regulations

Background
Title 6, *Business Regulations*, of the Woods Cross Municipal Code establishes the city's regulations for business licensing, including general licensing requirements, fees, license denial or revocation procedures, beer licenses, and regulations for sexually oriented businesses. Much of the existing language within Title 6 has been in place for a number of years and contains provisions that no longer reflect how the city currently administers its business licensing program.

Staff has reviewed Title 6 and is proposing a number of amendments intended primarily to update, clarify, and simplify the existing regulations. The proposed amendment is not intended to substantially change the city's overall business licensing policies. Rather, the majority of the proposed changes are technical in nature and are intended to remove outdated provisions, clarify responsibilities, eliminate inconsistencies, and make the requirements easier for both businesses and staff to understand and administer.

The proposed amendment also updates several provisions that were written around a more traditional paper-based licensing process. Business license applications, departmental reviews, payments, recordkeeping, and other administrative functions have changed significantly since many of these provisions were originally adopted. The proposed amendment provides greater flexibility for the city to administer these processes using current methods without requiring procedures that are no longer necessary or practical.

The existing code, for example, contains specific requirements regarding written approvals, preparation and signing of license certificates, payment at the time an application is submitted, and other procedural steps. The proposed amendments simplify several of these requirements and better align the ordinance with the city's current administrative practices.

Proposed Amendment
The following are highlights of the more significant changes proposed to Title 6:

- Business License Renewals and Late Fees. (New Policy Change) The proposed amendment simplifies the business license renewal timeline and changes the penalties associated with late renewals. Under the existing code, business license renewal fees are due January 1. A 50 percent penalty is assessed if the license is not paid by January 31, a 75 percent penalty is assessed if it remains unpaid by February 28, and a 100 percent penalty is assessed if it remains unpaid by March 31.

Under the proposed amendment**,** renewal fees would continue to be due January 1; however, a 100 percent penalty would be assessed if the license is not paid by January 15. The intermediate 50 and 75 percent penalties would be eliminated. If the license remains unpaid as of April 30, the license would expire. A business wishing to continue or reestablish operations after expiration would be required to follow the application and fee requirements of Title 6 and may also be responsible for any unpaid penalty fees.

This change establishes a more straightforward renewal process with a single late penalty and a clearly defined date when an unpaid license expires. Considering applicants are provided with multiple notifications prior to the January 1 deadline and can be renewed within a few minutes online, staff feels this proposed change is reasonable.

- Business License Administration**.** Several sections are being revised to better identify the responsibilities of the Community Development Director, Business License Official, and other city staff involved in reviewing and administering business licenses. The existing code assigns a number of specific administrative responsibilities to individual positions and, in some instances, contains outdated references to city departments or officials. The amendment updates these references and provides greater flexibility for the Community Development Director or designee to administer and enforce the ordinance. For example, inspection authority is clarified to reference the Community Development Director or designee rather than the broader and less-defined term "authorized officers."
- Application and Approval Process**.** The amendment updates the application and approval process to better reflect the manner in which business licenses are currently reviewed. Existing language requires applications to be returned with payment and requires signed, written approvals from reviewing departments before a license certificate may be prepared. The proposed language allows the application review to be completed before the applicable license fee is collected, while still requiring all fees to be paid before a business license is issued. These changes provide greater flexibility for applications and departmental approvals to be processed through the city's current administrative systems.
- License Fees. Specific dollar amounts contained within the ordinance are being removed where appropriate so that fees may instead be established through the city's consolidated fee schedule. This avoids the need to amend the ordinance each time an administrative fee is adjusted. The amendment also clarifies when application fees may be retained if an application is withdrawn or denied.
- Home Occupations. The proposed amendment clarifies that a license fee is not required for a home occupation having little to no impact on surrounding properties, as defined elsewhere in the city code. This provision addresses the distinction between the requirement to obtain a business license and whether a fee is assessed for that license.
- License Name and Location Changes. Existing provisions governing changes to a licensed business name or location are being simplified. Specific fees currently included in the ordinance are removed, and administrative authority for reviewing these changes is updated from the Mayor to the Community Development Director. The existing ordinance currently contains separate dollar amounts depending upon the type of license involved.
- Denial, Suspension, and Revocation. Chapter 6-06 is being updated primarily to clarify administrative responsibilities and remove outdated references. References to the Board of Adjustment and other former processes are updated to reflect the city's current

organizational structure, including the Hearings Officer. The existing grounds for denying, suspending, or revoking a license generally remain in place, including violations of city, State, or federal requirements, failure to pay required fees, false information, and failure to comply with applicable approvals.

- Beer Licensing. Chapter 6-09 contains a number of provisions that duplicate or are inconsistent with current State alcohol regulations. The proposed amendment updates references to State agencies and relies more directly upon applicable State requirements rather than restating requirements that may change over time. One example is the proposed change to the separation requirement for Class B licenses, which would reference the distance required by the State of Utah rather than maintaining a separate city distance standard.
- Removal of Outdated Beer License Procedures. Several existing Class B beer license provisions are proposed for removal, including the city's separate variance process for proximity requirements. The existing process includes a City Council public hearing, newspaper publication, mailed notice, and a petition of surrounding property owners. Removing these provisions reduces the possibility of the city providing a variance from State law and allows the city's requirements to more closely correspond with applicable State licensing requirements rather than maintaining a separate local process.
- Beer License Renewal. The separate renewal deadlines and late-fee provisions currently applicable to beer licenses would be consolidated with the general requirements of Title 6. The amendment therefore removes separate February and March penalty deadlines and provides that Class A and Class B licenses expire and are subject to late fees as otherwise provided within Title 6.
- Technical and Organizational Changes. Throughout Title 6, staff is proposing additional revisions to correct outdated department and agency names, update references to city officials, correct cross-references, remove unnecessary or duplicative language, and provide more consistent terminology. For example, references to the former South Davis County Fire Department are updated to Metro Fire Agency, and other outdated departmental references are similarly revised.

The proposed amendment appears relatively extensive when viewed as a redline because Title 6 has not received a comprehensive administrative update for some time. However, the amount of amended language should not necessarily be viewed as a corresponding change in city policy. A significant portion of the amendment consists of technical corrections, removal of outdated procedures, and revisions intended to allow the City's business licensing regulations to function more effectively with current administrative practices.

Planning Commission Recommendation

The Planning Commission reviewed the proposed amendment, held a public hearing, and has forwarded its recommendation to the City Council to approve the changes to Title 6, with one modification to the proposed business license renewal timeline. Staff proposed that a 100 percent late penalty be assessed if a business license renewal is not paid by January 15. The Commission recommended extending that date to January 31, allowing the full month before the late penalty is assessed considering the business license renewal period has two major holidays.

Staff is not opposed to the Commission recommendation and recognizes that extending the penalty date to the end of January would provide businesses with additional time to complete their renewal. However, business license renewal is an ongoing annual process, and businesses receive multiple email notifications before the December 31 renewal deadline as well as follow-up notifications after the deadline. Renewals can also generally be completed online within a few minutes. For these reasons, Staff believes the proposed January 15 penalty date provides sufficient time for businesses to renew while also establishing a clear and timely renewal process.

Staff Review
Staff believes the proposed amendment will provide a clearer and more practical framework for administering business licenses. The existing ordinance contains several procedures that were appropriate when applications, payments, approvals, and license records were primarily handled through physical documents and individual departmental signatures. Updating these provisions allows the code to focus more on the requirements that must be satisfied rather than prescribing administrative steps that may change as the city's processes and technologies change.

The proposed amendment also provides an opportunity to remove conflicting or duplicative requirements and establish greater consistency between the general business licensing provisions and the more specialized licensing chapters. The intent is to retain the city's existing regulatory authority while making Title 6 easier to administer and easier for businesses to understand.

Staff Recommendation
Staff recommends the City Council review and adopt the proposed ordinance amending Title 6, *Business Regulations.*

THE CITY OF WOODS CROSS,

UTAH ORDINANCE NO. 646

AN ORDINANCE OF THE WOODS CROSS CITY COUNCIL AMENDING TITLE 6, BUSINESS REGULATIONS, OF THE WOODS CROSS CITY CODE TO UPDATE, CLARIFY, AND SIMPLIFY BUSINESS LICENSING AND RELATED REGULATIONS.

WHEREAS, the City is authorized to license and regulate businesses operating within Woods Cross City as provided by applicable law; and

WHEREAS, Title 6, Business Regulations, of the Woods Cross City Code establishes regulations governing business licensing, license fees, renewals, denial and revocation procedures, beer licensing, and other business-related requirements; and

WHEREAS, the City Council finds that portions of Title 6 should be updated to better reflect current administrative practices, clarify the responsibilities of City officials and staff, remove outdated or duplicative procedures, and provide more consistent and understandable business licensing requirements; and

WHEREAS, the Planning Commission reviewed the proposed amendments, held a public hearing, and forwarded a recommendation to the City Council to approve the amendments.

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

Section 1. Amendment of Ordinance. Title 6, Business Regulations, of the Woods Cross City Code is 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 6th DAY OF OCTOBER 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 ____	*[tie vote only]*

ATTEST: **SEAL:**



_____
Annette Hanson
City Recorder

RECORDED in the office of the City Recorder this 6th day of October 2026.

TITLE 6

BUSINESS REGULATIONS

CHAPTER 6-01: GENERAL PROVISIONS
CHAPTER 6-03: ASSESSMENTS AND LICENSE FEES
CHAPTER 6-06: REVOCATION, SUSPENSION OR DENIAL OF LICENSES
CHAPTER 6-09: BEER LICENSES
CHAPTER 6-12: SEXUALLY ORIENTED BUSINESSES

CHAPTER 6-01: GENERAL PROVISIONS

6-01-010. Definitions.
6-01-020. Business License Required.
6-01-030. Business License Official - Duties and Responsibilities.
6-01-040. License - Application Requirements.
6-01-050. Issuance of a Business License.
6-01-060. Renewals of Business Licenses.
6-01-070. Inspections.
6-01-080. Payment Dates of Business License Fees.
6-01-090. Term of Business Licenses.
6-01-100. License - Transfer of Name or Location - Fee.
6-01-110. License - Transfer to Other Persons Prohibited.
6-01-120. License - Posting and Display Required.
6-01-130. Reciprocal Recognition of Business Licenses.
6-01-140. Constructive Notice of Time Periods.
6-01-150. Penalty.

6-01-010. Definitions.

The following definitions shall be applicable throughout this Title unless a different meaning is clearly intended:

(a) “Alcoholic Beverage Licenses” means Class 'A,' Class 'B,' or Class 'C’ beer licenses, nonprofit club licenses or liquor consumption licenses as defined in Chapter 6-12 of this Title.

(b) “Applicant” means any person applying for any license provided for in this Title. If the person is a partnership or corporation, then each partner, officer or director is considered an applicant and must qualify accordingly.

(c) “Application” means a formal written request for the issuance of any license permitted under this Title.

(d) “Authorized Officers” means those persons authorized by the City or other entities to inspect businesses and enforce the provisions of this Title or other applicable regulations, including peace officers, ordinance enforcement officers, and employees of the Health Department, Fire District, Community Development Department, Building Inspection Division, City Attorney's Office or the City ~~Administrator~~Manager.

(e) “Business” means and includes all trades, occupations, professions or activities engaged in within Woods Cross City, carried on for the purpose of gain or economic profit, except that the acts of

employees rendering service to employers shall not be included in the term "business" unless otherwise specifically provided.

(f) "Business License Official" or "License Official" shall mean the Community Development Director of Woods Cross City.

(g) "Consolidated Fee Schedule" means the schedule of fees adopted each year by resolution of the Woods Cross City Council setting forth the various fees charged by the City.

(h) "Employee" means all individuals who work for an employer for salary or commission or wages and who are subject to the direction and control of such employer.

(i) "Engaging in Business" includes, but is not limited to, the sale of real or personal property at retail or wholesale, the bartering or trading of property or services, the manufacturing of goods or property and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment.

(j) "Fire Department" means the South Davis ~~County Fire Department~~Metro Fire Agency.

(k) "Health Department" means the Davis County Health Department.

(l) "Licensee" means the person who has obtained any type of license provided for in this Title. The term shall also include any employee or agent of the licensee.

(m) "Person" means an individual, partnership, corporation, association or other legal entity.

(n) "Place of Business" means each separate location maintained or operated by the licensee, whether or not under the same name, within the City from which business is engaged in.

(o) "Violated" or "Violating" means that there exists reasonable cause to believe that any ordinance, code, statute or law has been or is being violated and is not limited to pleas of guilty or convictions for violating said ordinances, codes, statutes or laws.

6-01-020. Business License Required.

Unless otherwise provided, it shall be unlawful for any person to engage in any business within the City without first having obtained a business license pursuant to this Title or to continue doing business after a previously issued business license has expired without renewing said license and paying any applicable fees and penalties. A separate license shall be required for each type of business defined herein and for each place of business. Each day of noncompliance shall constitute a separate violation.

6-01-030. Business License Official - Duties and Responsibilities.

~~It shall be~~Under the direction of the Community Development Director, ~~the duty and responsibility~~ the duties and responsibilities of the Business License Official are to:

(a) Enforce the provisions of this Title;

(b) Collect all business license fees and all alcoholic beverage license fees;

(c) Process all applications and renewals of all licenses provided for in this Title;

(d) Obtain any necessary approvals from the various City departments and divisions before issuing any business licenses or alcoholic beverage licenses; and

(e) Deny, suspend or revoke licenses as provided in Chapter 6-06 of this Title.

6-01-040. License - Application Requirements.

(a) Applications for licenses and permits required by this Title shall be made ~~in writing~~ to the License Official in the absence of provision to the contrary, which applications shall be ~~made upon forms~~ provided by the City. The application shall show:

(1) The name of the person desiring a license;

(2) The kind of license desired, stating the business, calling, trade or profession to be performed, practiced or carried on;

(3) The class of license desired, if such licenses are divided into classes;

(4) The place where such business, calling, trade or profession is to be carried on, giving the street number, if such business, calling, trade or profession is to be carried on in any building or enclosure;

(5) The period of time for which such license is desired to be issued;

(6) That the proposed use of any premises by the applicant will not be in violation of City zoning regulations, that the principals of the applicant's business are properly bonded if bonding is required, and that the applicant will otherwise be in full compliance with all applicable City, State and federal laws and ordinances;

(7) Such additional information as may reasonably be required by the City as needed for the proper guidance of City officials in issuing the permit or license applied for.

(b) The truthfulness, completeness and accuracy of all of said information provided by applicant shall be attested to by an authorized representative of the business.

(c) Failure to provide all required information or providing false or misleading information in the application shall constitute grounds for denial of the application or revocation of a permit or license which was granted in reliance on the information provided, and shall constitute a misdemeanor, if such is done wilfully with the intent to mislead the City. If after 90 days all required information for the application has not been received the Business License Official may consider the application to be administratively withdrawn.

6-01-050. Issuance of a Business License.

(a) An applicant for a business license shall fill out the application in full and sign it as verification, under penalty of law, that all information contained therein is true.

(b) The application shall be returned to the Business License Official along with full payment of all business license fees.

(c) If required by separate ordinance, the Business License Official shall submit copies to other departments, divisions or agencies of the City for their review.

(d) Only after signed, written approvals from any required department, division or agency are obtained, the Business License Official shall be authorized to prepare a certificate of license for issuance.

(e) The certificate of license shall be signed by the ~~Mayor~~ Business License Official and shall contain the following information:

(1) The person's name to whom the certificate is issued;

(2) The business name;

(3) The type of business licensed;

(4) The date the license was issued;

(5) The expiration date of the license;

(6) The address of the place of business licensed; and

(7) The business license number.

6-01-060. Renewals of Business Licenses.

(a) Each year, licensees shall renew their business licenses by reviewing and signing ~~by completing~~ an application for a license renewal signed under penalty of law that all information contained therein is true and returning it, along with the proper fees, to the Business License Official within the time period set forth in Section 6-01-080(b) below. Renewal applications for businesses which required police ~~checks~~ review of the licensees under the original license application shall be submitted to the Police Department to determine whether the licensee still meets the necessary qualifications.

(b) Upon receipt of the application fees, and Police Department approval, if applicable, the Business License Official shall be authorized to prepare a certificate of license as provided in this Chapter.

6-01-070. Inspections.

(a) ~~Authorized officers~~The Community Development Director or designee shall be permitted to make an inspection to enforce any of the provisions of this Title or any other applicable statute or ordinance, and may enter any building or may enter upon any premises during regular business hours; or, if there are no regular business hours, the ~~officers or their authorized representatives~~Community Development Director or designee shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

(b) No owner, occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to properly permit entry therein by the ~~authorized officer or his representative(s)~~Community Development Director or designee for the purpose of inspection and examination to ensure compliance with this Title.

6-01-080. Payment Dates of Business License Fees.

(a) Upon completion of the application review, the applicant shall be notified of the applicable license fee. No business license shall be issued until the application review is complete and all required fees have been paid.~~Business license fees for new businesses shall be due and payable upon making application to the Business License Official. The application shall not be processed until the fee is paid.~~

(b) Business license fees for renewal businesses shall be due and payable on or before the first day of January each year. If the license is not paid by January 31, a ~~fifty~~ one hundred percent (~~50~~100%) penalty of the amount of the fee shall be added to the original amount due. If the fee is not paid by April 30 the license will expire. ~~If the fee is still not paid by February 28, a seventy-five percent (75%) penalty of the amount of the fee shall be added to the original amount due. If the fee is still not paid by March 31, a one hundred percent (100%) penalty of the amount of the fee shall be added to the original amount.~~ Businesses that desire to reestablish an expired license shall follow the application and fee procedures of this Title and may be subject to any unpaid penalty fees.

(c) Penalty fees may be appealed to the Community Development Director who may, for good cause shown, refund all or part of the applicable penalty fee that has been paid. The decision of the Business License Official and the Community Development Director may be appealed to the City Council as set forth in Chapter 6-06 of this Title. The City Council may, upon good cause, recommend that all or part of the penalty fee be refunded.

6-01-090. Term of Business Licenses.

All business licenses shall expire each year on December 31.

6-01-100. License - Transfer of Name or Location - Fee.

(a) Any person to whom a business license has been issued to transact or carry on some business, calling, trade or profession at a definite location in the City may make application for the transfer of his/her business license for the sole purpose of transacting or carrying on the same business, calling, trade or profession as is therein mentioned at some other definite location in the City by himself or herself by filing said application with the License Official., ~~together with the sum of fifteen dollars ($15).~~

(b) Any person who wishes to change his/her business name shall notify the License Official in writing also make application for the change of name of such person's business license, for the sole purpose of transacting or carrying on the same business, calling, trade or profession as is therein mentioned under a new name, by filing an application with the License Official., ~~along with the sum of fifteen dollars ($15).~~

~~(c) If the business in question has any other licenses which are required under this Title, or its successor, the fee shall be thirty-five dollars ($35) for the change of address and thirty-five dollars ($35) for the change of name.~~

(~~d~~c) ~~The transfer fee shall be nonrefundable regardless of whether the application is granted or denied.~~ The ~~Mayor~~Community Development Director, after receiving reports which shall be furnished by the License Official, the Police Department or the Board of Health, when necessary, may ~~in his/her discretion~~, deny or grant the transfer of any or all of said licenses strictly within the above limitations.

6-01-110. License - Transfer to Other Persons Prohibited.

No license granted or issued under any of the provisions of any ordinance of the City shall be in any manner assignable, transferable or authorize any person other than the person named therein as the licensee to carry on or conduct the licensed business, except as may be otherwise specifically provided by ordinance.

6-01-120. License - Posting and Display Required.

Every certificate of license issued shall be posted by the licensee in a conspicuous place upon the wall of the building, room or office of the store or place in which such licensed business, calling, trade or profession is carried on, so that the same may be easily seen. When such certificate of license shall have expired it shall be removed by the licensee from such place in which it has been posted; and no certificate of license which is not in force and effect shall be permitted to remain posted upon the wall or any part of any room, store, office or place of business after the period of such certificate or license has expired.

6-01-130. Reciprocal Recognition of Business Licenses.

(a) A business license shall not be required for operation of any vehicle or equipment in the City when:

(1) Such vehicle is merely passing through the City; or

(2) Such vehicle is used exclusively in interstate commerce.

(b) A business license shall not be required of any person whose only business activity in the City is the mere delivery in the City of property sold by him at a regular place of business maintained by him outside the City where:

(1) Such person's business is at the time of such delivery licensed by the Utah city or county in which such place of business is situated; and

(2) The authority licensing such business grants to licensees of the City making deliveries within its jurisdiction the same privileges, upon substantially the same terms as are granted by this Section; and

(3) Neither the property delivered nor any of the facilities by which it was manufactured, produced or processed are subject to inspection by authority of the City for compliance with health or sanitary standards prescribed by the City; and

(4) The truck or other conveyance by which such delivery is made prominently displays at all times a license plate or symbol issued by the licensing authority to evidence such business license. Such plate or symbol shall identify the licensing authority by which it is issued, shall indicate that it evidences a license issued thereby, and shall specify the year or term for which it is effective.

(c) Except as otherwise provided herein, a business license shall not be required of any person who is duly licensed in another county or another city in Utah, has no business location in the City, and the county or other licensing city would also reciprocate if the same business were located in the City.

(1) Before reciprocity is granted, the person must fill out a business license application and show proof of a valid business license in a qualifying city or county.

(2) Reciprocity shall not be granted to solicitors, ~~mobile food units~~ or any business requiring police checks or police I.D. cards.

(d) The City Recorder shall, at the request of any person, upon payment of copying and postage costs, certify a copy of this Section to any city or county of the State of Utah.

6-01-140. Constructive Notice of Time Periods.

(a) All businesses, owners, licensees, or applicants are obligated to be aware of and are deemed to have constructive notice of all time periods and/or deadlines and the effect of noncompliance with said time periods and/or deadlines as set forth in this Title relating to the application, issuance, renewal, expiration, appeal or other action relating to business licenses, alcohol licenses, or any other licensing matters set forth in this Title.

(b) Nothing in this Title shall be construed as requiring the City to take any affirmative action to notify businesses, owners, licensees, or applicants of any time periods and/or deadlines or the effect of noncompliance with said time periods and/or deadlines set forth in this Title relating to the application, issuance, renewal, expiration, appeal or other action relating to business licenses, alcohol licenses, or any other licensing matters as set forth in this Title.

6-01-150. Penalty.

(a) Any violations of this Title shall be a Class B misdemeanor.

(b) Each day of noncompliance ~~shall~~ may constitute a separate violation.

CHAPTER 6-03: ASSESSMENTS AND LICENSE FEES

6-03-010. Definitions.
6-03-020. Provisions as Regulatory Measure.
6-03-030. License Fee - Required to do Business.
6-03-040. License Fee - Not Required When.
6-03-050. License Fee Additional to all Regulatory Licenses.
6-03-060. Fee - No Undue Burden on Interstate Commerce.
6-03-070. License Fees Levied.
6-03-080. Joint Licenses.
6-03-090. Branch Establishments.
6-03-100. License Fees - Debt to City - Collection.
6-03-110. Fees - Delinquent Payments - Penalty.
6-03-120. Information Not to be Made Public.
6-03-130. Recordkeeping Required.
6-03-140. Filing False Return Prohibited.

6-03-010. Definitions.

For the purpose of this Chapter, the following terms shall have the meanings herein prescribed:

(a) “Business” means and includes all activities engaged in within the corporate limits of Woods Cross City carried on for the business of gain or economic profit, except that the acts of employees rendering service to employers shall not be included in the term "business" unless otherwise specifically prescribed.

(b) “Employee” means the operator, owner or manager of said place of business and any persons employed by such person in the operation of the place of business in any capacity, and also any salesman, agent or independent contractor engaged in the operation of said place of business in any capacity.

(c) “Engaging in Business” means and includes, but is not limited to, the sale of tangible personal property at retail or wholesale, the manufacturing of goods or property, and the rendering of personal services for others for a consideration by persons engaged in any profession, trade, craft, business, occupation or other calling, except the rendering of personal services by an employee to his employer under any contract of personal employment.

(d) “Person” means any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, corporation, association, society or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, non-profit or otherwise.

(e) “Place of Business” means each separate location maintained or operated by the licensee within the City from which business activity is conducted or transacted.

6-03-020. Provisions as Regulatory Measure.

The ordinance codified in this Chapter is intended to serve as a means for the City to recoup the administrative costs associated with issuance and renewal of business licenses issued within the City.

6-03-030. License Fee - Required to do Business.

It is unlawful for any person to engage in business within the City without first submitting an application to the Business License Official, paying all license fees required by this Chapter, and any other City or State taxes, fees or assessments.

6-03-040. License Fee - Not Required When.

No license fee shall be imposed under this Chapter upon any person:

(a) Engaged in business for solely religious, charitable, eleemosynary or other types of strictly nonprofit purpose who is tax exempt in such activities under the laws of the United States and the state of Utah;

(b) Engaged in a business specifically exempted from municipal taxation and fees by the laws of the United States or the state; or

(1) Not maintaining a place of business within the City who has paid a like or similar license tax or fee to some other taxing unit within the state, and which taxing unit exempts from its license tax or fee, by reciprocal agreement, businesses domiciled in the City and doing business in such taxing unit.

(c) Engaged solely in a home occupation with little to no impact to surrounding property owners as defined in this Code.

6-03-050. License Fee Additional to all Regulatory Licenses.

The license fee imposed by this Chapter shall be in addition to any and all other taxes or license fees imposed by any other provisions of the ordinances of Woods Cross City.

6-03-060. Fee - No Undue Burden on Interstate Commerce.

None of the license fees provided for by this Chapter shall be applied so as to occasion an undue burden on interstate commerce. In any case where a license fee is believed by a licensee or applicant for license to place an undue burden upon such commerce, such person may apply to the City Council for an adjustment of the fee so that it shall not be discriminatory, unreasonable or unfair as to such commerce. Such application may be made before, at or within six (6) months after payment of the prescribed license fee. The applicant shall, by affidavit and supporting testimony, show the method of applicant's business, the gross volume or estimated gross volume of business, and such other information as the Council may deem necessary in order to determine the extent, if any, of such undue burden on such commerce. The Council may designate a person to conduct an investigation, comparing the applicant's business with other businesses of like nature. The Council or the Council's designee shall make findings of facts; shall determine whether the fee fixed by this Chapter is discriminatory, unreasonable or unfair as to applicant's business; and shall determine, or if investigated by the Council's designee, shall recommend to the Council, a license fee for the applicant in an amount that is nondiscriminatory, reasonable and fair. If the Council is satisfied that such license fee is the amount that the applicant should pay, the license fee shall be fixed in such amount. If the regular license fee has already been paid, the Council shall order a refund of the amount over and above the fee fixed by the Council. In fixing the fee to be charged, the Council shall have the power to use methods which will assure that the fee assessed shall be uniform with those assessed on businesses of like nature.

6-03-070. License Fees Levied.

(a) Fees for Businesses Located in the City. There is hereby levied upon the business of every person engaged in business in the City at a place of business within the City, an annual license fee as set forth in the City's Consolidated Fee Schedule.

(b) Fee for Applications filed after October 31st. The Business License Fee for any license application filed after October 31st of any year shall be one-half (½) the amount of the fee that would be payable for a full year license.

(c) Fee for Businesses Located Outside the City. There is levied upon every person engaged in business in the City, not having a place of business in the City, and not exempt as provided by Section 6-03-040 of this Chapter, or its successor, a license fee based upon the percentage of gross sales and/or services made or performed from a place of business outside the corporate limits of the City from which business within the City is transacted, and by applying such percentage to the fee which would otherwise be assessed for such place of business were it located within the corporate limits of Woods Cross City.

(d) ~~Nonrefundable Application Fee. In the event any initial or renewal business license application is denied by the City or is withdrawn by the applicant, the City shall be entitled to retain the sum of thirty-five dollars ($35) as a nonrefundable business license application fee from any license fees paid or payable to the City, unless another nonrefundable business license application fee is otherwise provided for under the ordinances of the City.~~

6-03-080. Joint Licenses.

Whenever any person is engaged in two or more separate legal businesses at the same location within the City, such person or business shall ~~not~~ be required to obtain separate licenses for conducting each of such businesses~~, but shall be issued one license which shall specify on its face all such businesses. The license fee shall be computed as if all said businesses were one business being conducted at such location.~~ Where two or more persons conduct separate businesses at the same location, each such person shall obtain a license for such business and pay the required license tax for such business.

6-03-090. Branch Establishments.

A separate license must be obtained for each branch establishment or location of business engaged in, within the City, as if such branch establishment or location were a separate business, and each license shall authorize the licensee to engage only in the business licensed thereby at the location or in the manner designated in such license, provided, that warehouses and distributing places used in connection with or incident to a business licensed under this Chapter shall not be deemed to be separate places of business or branch establishments.

6-03-100. License Fees - Debt to City - Collection.

Any license fee due and unpaid under this Chapter and all penalties thereon shall constitute a debt to Woods Cross City, and shall be collected by court proceedings in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies.

6-03-110. Fees - Delinquent Payments - Penalty.

License fees for renewal of an existing business license shall be due on or before January 1 of each year. In the event any fee is not paid on or before such date, a penalty shall be assessed pursuant to the provisions of Section 6-01-080 of this Title, or its successor section, which penalty shall become part of the license fee imposed by this Chapter.

6-03-120. Information Not to be Made Public.

(a) Information furnished to the License Official, as required by this Chapter, shall not be made public nor shall it be subject to the inspection of any person except the City ~~Administrator~~Manager, Community Development Director, or his or her authorized agent, or to those persons first authorized to do so by order of the Mayor.

(b) It is unlawful for any person to make public or to inform any other person as to the content of any information provided in conjunction with a license application, or to permit the inspection of any such information, except as is authorized in this Section.

6-03-130. Recordkeeping Required.

It shall be the duty of every person liable for the payment of any license fee imposed by this Chapter to keep and preserve for a period of three (3) years such books and records as will accurately reflect the amount of any license fee for which he or she may be liable under the provisions of this Chapter.

6-03-140. Filing False Return Prohibited.

It is unlawful for any person to make a return that is false, knowing the same to be so.

CHAPTER 6-06: REVOCATION, SUSPENSION OR DENIAL OF LICENSES

6-06-010. Denial of a Business License.
6-06-020. Reasons for Suspension or Revocation.
6-06-030. Enforcement.
6-06-040. Procedure for Suspension or Revocation.
6-06-050. Appeal Procedure.
6-06-060. Hearing.
6-06-070. Decision of the City Council.
6-06-080. Appeal of City Council Decision.
6-06-090. Licensing After Revocation.
6-06-100. Validity of Business License During Appeal.

6-06-010. Denial of a Business License.

After a person has made application to the City for a business license, the application may be denied for any of the following reasons:

(a) The applicant does not meet the qualifications for a license as provided under this Title.

(b) ~~For a new application, nonpayment of a returned check for the required license fees at the time the application is made. For a business license renewal application, nonpayment of the required license fees plus penalty three (3) months after it is due.~~

(c) Any reviewing department, division or agency of the City provided for in this Title has disapproved the application pursuant to any applicable provision of the City Code.

(d) False or incomplete information given on the application.

(e) Noncompliance with any requirement or condition set by the Planning Commission ~~or Planning and Zoning Division, if applicable, under a conditional use permit~~ or by ~~the Board of Adjustment or Planning and Zoning Division~~a Hearings Officer, if applicable, granting a variance or special exception.

(f) Noncompliance with any City, State or federal statutes or any Health Department regulations governing the applicant's proposed business.

(g) Any other reason expressly provided for in this Title.

6-06-020. Reasons for Suspension or Revocation.

An existing business license may be suspended or revoked for any of the following reasons:

(a) The license does not now meet the qualifications for a license as provided under this Title.

(b) False or incomplete information given on an application.

(c) The licensee has violated or is violating any provision of this Title or provision of the City Code, State or federal statutes or regulations governing the licensee's business.

(d) The licensee has obtained or aided another person to obtain a license by fraud or deceit.

(e) The licensee has failed to pay any taxes or fees to the City when due.

(f) The licensee has refused authorized representatives of the City access to the licensed premises for the purpose of an inspection or has interfered with such representatives while in the performance of their duty in making such inspection.

(g) The licensee is not complying with a requirement or condition set by the Planning Commission or Planning and Zoning Division, if applicable, under a conditional use permit; by the ~~Board of Adjustment or Planning and Zoning Division~~Hearings Officer, if applicable, granting a variance or special exception; by the City Council, or by agreement.

(h) Violation of this Title by the agents or employees of a licensee and violations of any other laws by the agents or employees committed while acting as an agent or employee of the licensee; or

(i) Any other reason expressly provided for by ordinance.

6-06-030. Enforcement.

(a) The Business License Official, under the direction of the Community Development Director, shall have the authority without a hearing, to deny a license for the reasons provided for in this Chapter.

(b) The Business License Official, under the direction of the Community Development Director, shall have the authority to suspend or revoke a license without a hearing, for reasons provided for in this Chapter. However, the suspension or revocation shall not take effect until the time period for appealing the decision as set forth in this Chapter below has passed.

(c) The Community Development Director, ~~Business License Official~~, or designee may~~, on his/her~~ their own initiative or in response to complaints from the general public or any City department or division, investigate and gather evidence of violations of this Title or other circumstances which may give rise to a denial, suspension or revocation.

6-06-040. Procedure for Suspension or Revocation.

The Business License Official shall cause written notice to be given by personal service or registered mail to the licensee at the licensee's business address of his or her decision to suspend or revoke a license, the reason for such decision, that operation of a business after the effective date of the suspension or revocation is a Class B misdemeanor, the licensee's right to appeal the Community Development Director or Business License Official's decision and have a hearing, and the appeal procedure.

6-06-050. Appeal Procedure.

(a) Appeals of the Community Development Director or Business License Official's decision to deny, suspend or revoke a license may be made by filing a written notice of appeal with the City Council within fifteen (15) days of receipt of the notice of denial, suspension or revocation.

(b) The notice of appeal shall be in writing and shall set forth with specificity the reasons for which the appeal is taken.

6-06-060. Hearing.

(a) The hearing shall be at a time, place, and day set by the City Council, but not later than twenty-one (21) days after receipt of the notice of appeal.

(b) At the hearing, the Community Development Director, Business License Official or his or her designee shall present the reasons for the decision to deny, suspend or revoke the license.

(c) The applicant or licensee, in person or through his or her attorney, may then present any evidence showing reason why the decision was in error.

(d) All witnesses shall be sworn to testify truthfully. Either party is entitled to confront and cross-examine any witnesses.

(e) Any oral or documental evidence may be received, but the Council shall exclude all privileged, irrelevant, immaterial, or unduly repetitious evidence.

(f) If the denial, suspension, or revocation appealed from is based on a finding by the Building Department or Fire District that the business was or would be in violation of any Uniform Construction Codes or on a finding by the County Health Department that the business was or would be in violation of any County Health Department regulations, then that finding shall be conclusive on the City Council, and the Council's decision may be based only on whether the license was properly denied, suspended, or revoked because of the Building Department, Fire District or County Health Department finding.

(g) If the denial, suspension, or revocation appealed from is based on a determination by the Community Development Director or Business License Official that grounds existed pursuant to this Code, the City Council may examine the factual nature of the grounds and determine whether such grounds are sufficient to sustain the decision of the Community Development Director or Business License Official.

(h) The City Council does not have the authority to waive compliance with applicable provisions of the Business License ordinances, nor can the Council extend deadlines set forth in the ordinances or change the substance or form of the ordinances.

6-06-070. Decision of the City Council.

The City Council, after hearing all the evidence, shall announce its decision within fifteen (15) days from the date of hearing. The Council may affirm, reverse or modify the decision of the Community Development Director or Business License Official. The decision shall be in writing and shall be based upon findings of fact.

6-06-080. Appeal of City Council Decision.

Any decision of the City Council made pursuant to the provisions of this Title may be appealed by any aggrieved party to the District Court within thirty (30) days from when the written decision is made.

6-06-090. Licensing After Revocation.

A person, whose license has been revoked, may not be issued a license for a period of twelve (12) months after the revocation.

6-06-100. Validity of Business License During Appeal.

Throughout the administrative appeal process as outlined above, a licensee holding a suspended or revoked business license may continue to operate his or her business in accordance with federal, State and local laws pending final decision on the appeal, or until the time for appeal has passed, whichever occurs first.

CHAPTER 6-09: BEER LICENSES

6-09-010. Definitions.
6-09-020. License To Sell Beer At Retail.
6-09-030. Retail Licenses - Classification.
6-09-040. Class A Licenses.
6-09-050. Class B Licenses (Restaurant).
6-09-060. Class C Beer Licenses.
6-09-070. Renewal of Existing Licenses.
6-09-080. Fees.
6-09-090. Expiration and Renewal.

6-09-010. Definitions.

All words and phrases used in this Chapter shall have the following meanings, unless a different meaning clearly appears from the context:

(a) "Beer" ~~means all products that contain sixty-three hundredths of one percent (.63%) of alcohol by volume or one-half of one percent (.5%) of alcohol by weight, but not more than four percent (4%) of alcohol by volume or three and two-tenths percent (3.2%) by weight and are obtained by fermentation, infusion, or decoction of any malted grain. Beer may or may not contain hops or other vegetable products. Beer includes products referred to as malt liquor, malted beverages or malt coolers.~~as defined by the State of Utah.

(b) "Church" means a building set apart primarily for the purpose of worship in which religious services are held and with which clergy is associated, and the main body of which is kept for that use and not put to any other use inconsistent with its primary purpose and which is tax exempt under the laws of this State.

(c) "Club" and "Private Club" means any non-profit corporation operating as a social club, recreational, fraternal or athletic association, or kindred association organized primarily for the benefit of its stock holders or members.

(d) "Commission" means the State of Utah Alcoholic Beverage Control Commission.

(e) "Licensee" means any person(s) holding any beer, liquor or private club license in connection with the operation of a place of business or private club in the City. This term shall also include any employee of the Licensee.

(f) "Licensed Premises" means any room, house, building, structure or place occupied by any person licensed to sell beer on any premises under this Title; provided, that in any multi-roomed establishment, an applicant for a Class B, or Class C License shall designate a room or portion of the building of such business for the sale of beer, which portion so specifically designated in the application and in the license issued pursuant thereto shall be the licensed premises. Multiple dining facilities located in one building and owned or leased by one licensed applicant shall be deemed to be only one licensed premises.

(g) (1) "Liquor" ~~means: alcohol or any alcoholic spiritous, vinous, fermented, malt, or other liquid, or combination of liquids, a part of which is spiritous, vinous, or fermented, and all other drinks, or drinkable liquids that contain more than one-half of one percent (.5%) of alcohol by volume and is suitable for use for beverage purposes.~~as defined by the State of Utah.

(2) “Liquor” does not include any beverage defined as a beer, malt liquor, or malted beverage that has an alcohol content of less than four percent (4%) alcohol by volume.

(h) "Person" means any individual, partnership, firm, corporation, association, business, trust, or other form of business enterprise including the receiver or trustee, and the plural as well as the singular number, unless the intent to give a more limited meaning is disclosed by the context.

(i) "Restaurant" means any business establishment where a variety of foods are prepared and complete meals are served to the general public, located on a premises having adequate culinary fixtures for food preparation and dining accommodations, and that is engaged primarily in serving meals to the general public.

(j) "Retailer" means any person engaged in the sale or distribution of beer to the consumer.

(k) "Tavern" means any business establishment engaged primarily in the retail selling or distribution of beer to public patrons for consumption on the establishment’s premises. "Tavern" includes beer bars, parlors, lounges, cabarets, and night clubs where the revenue from the sale of beer exceeds the revenue of the sale of food, although food need not be sold in such establishments.

(l) "Sell" or "To Sell" when used in this Title in any provision means any transaction, exchange, or barter whereby, for any consideration, an alcoholic beverage is either directly or indirectly transferred, solicited, ordered, delivered for value, or by any means or under any pretext is promised or obtained, whether done by a person as a principal, proprietor, or as an agent, servant, or employee, unless otherwise defined in this Title or the rules made by the commission.

6-09-020. License To Sell Beer At Retail.

(a) It shall be a Class B misdemeanor for any person to sell beer in bottles or draft without first having procured a license therefor from the City and paying the license fee required by this part.

(b) It shall be a Class B misdemeanor for any person to sell beer after the revocation of the license issued pursuant to this part.

(c) A separate license shall be required for each place of sale and the license shall at all times be conspicuously displayed in the place to which it shall refer or for which it shall be issued. It shall be unlawful for any licensee to violate any of the terms of his or her license.

(d) All licenses shall comply with the ~~Utah State Alcoholic Beverage Control Act and the regulations of the Utah State Alcoholic Beverage Control Commission.~~laws of the State of Utah.

6-09-030. Retail Licenses - Classification.

(a) Retail licenses issued under the provisions of this Chapter shall be classified under the following types which shall carry the privileges and responsibilities hereinafter set forth in this Chapter: Class A, Class B and Class C.

(b) All licenses of each class shall be numbered numerically commencing with one (1).

6-09-040. Class A Licenses.

(a) A Class A retail license shall entitle the licensee to sell beer on the premises described therein, in original containers of a size not to exceed one (1) liter capacity, for consumption off premises.

(b) On Premises Consumption Prohibited. It shall be unlawful for a Class A licensee to permit the consumption of beer on any Class A licensed premises.

(c) Class A License Application. A person seeking a Class A License to sell alcoholic beverages within the City of Woods Cross shall provide a written application on forms provided by the City. The application shall be accompanied by:

(1) The complete Class A license fee;

(2) A copy of the applicant's business license;

(3) Evidence of proximity to any school, church, public library, playground or park;

(4) A floor plan of the business, including where the applicant proposes to keep, store and sell beer;

(5) Any other information the City may require to accurately evaluate the merits of the application.

(d) Location Restrictions. No Class A license shall be issued to any person where the premises would be located within three hundred (300) feet of a school, church, public library, public playground or park as measured from the nearest entrance of the outlet by following the shortest route of either ordinary pedestrian traffic, or where applicable vehicular traffic along public thoroughfares, whichever is the closer, to the property boundary of a public or private school, church, public library, public playground or park.

(e) ~~Hours of Sale. A Class A licensee may sell beer beginning at the hour of 7:00 a.m. and ending at the hour of 1:00 a.m.~~

(f) Sales Restrictions. Beer may not be sold, delivered, or furnished to any:

(1) Minor;

(2) Person actually, apparently, or obviously under the influence of any intoxicating beverage or controlled substance;

(3) Known habitual drunkard;

(4) Known interdicted person.

(g) Employment of Minors. Provisions of this Chapter prohibiting possession of alcoholic beverages by minors shall not apply to persons under twenty-one (21) years of age who are bona fide employees in Class A licensed premises while under the supervision of a person twenty-one (21) years of age or older who is on the premises.

(h) Unlawful to Permit Intoxicated Person on Licensed Premises. It shall be unlawful for any person licensed to sell beer or for any of his agents or employees to allow intoxicated persons to remain in or about any licensed premises.

(i) Records Requirements. Holders of Class A licenses shall maintain records which shall disclose the gross sale of beer during each and every year. Such records shall be available for inspection and audit by an authorized City employee at any time following the end of each year and for eighteen (18) months thereafter. Failure of a licensee to properly maintain the required records or failure

to submit such records for inspection and audit shall be cause for suspension or revocation of a Class A license.

(j) Beer as a Percent of Sales. Each Class A licensee shall maintain at least eighty percent (80%) of its total business from the sale of products other than beer.

(k) Shoplifting Controls. A Class A licensee shall make every reasonable effort to limit the potential for theft of beer from licensed premises. A clear, unobstructed view of all portions of the interior shall be available at all times from a point within the licensed premises at or near the main public entrance. A beer inventory shrinkage record shall be kept by the licensee and made available at any time upon request to the Chief of Police or ~~City Planner~~Community Development Director or designee for inspection or audit. Failure of a licensee to properly maintain the alcoholic beverage inventory shrinkage or failure to submit such records for inspection and audit shall be a Class B misdemeanor and shall be cause for suspension or revocation of a Class A license.

(l) Advertising Sale. It shall be unlawful for any Class A licensee to advertise the sale of beer in violation of the Utah Alcoholic Beverage Control Act.

(m) There shall be no transfer of a Class A license from one location to another.

(n) Monetary Value of License. A person having been granted a Class A license shall not sell, exchange, barter, give or attempt in any way to dispose of the license whether for monetary gain or not. A Class A beer license has no monetary value for the purpose of any type of disposition.

(o) Restriction on Number of Licenses. The total number of Class A beer licenses in the City of Woods Cross shall not exceed one (1) per each one thousand (1,000) residents of Woods Cross City. (e.g. if the population of Woods Cross is 8,000, the total number of Class A licenses allowed would be 8.)

6-09-050. Class B Licenses (Restaurant).

(a) Before any establishment may sell beer at retail for on-premises consumption, it must first obtain:

(1) A Class B license from the City of Woods Cross;

(2) An on-premises beer retailer license from the ~~Alcoholic Beverage Control Commission~~State of Utah.

(b) Class B Licenses. A person seeking a Class B license to sell beer within the City of Woods Cross for consumption on the premises shall provide a written application on forms provided by the City. The application shall be accompanied by:

(1) The complete Class B license fee;

(2) A copy of the applicant's business license;

(3) Evidence of proximity to any school, church, public library, playground or park;

(4) A floor plan of the restaurant, including consumption areas and an area where the applicant proposes to keep, store and sell beer;

(5) A signed consent form stating that the restaurant will permit any authorized representative of the Commission, City, City Police Department or Health Department unrestricted right to enter the restaurant;

(6) Evidence that the business is carrying DRAM shop insurance coverage of at least five hundred thousand dollars ($500,000.00) per occurrence and one million dollars ($1,000,000.00) in the aggregate;

(7) Any other information the City may require to accurately evaluate the merits of the application.

(c) A Class B license shall not be granted to an established business located within ~~six hundred (600) feet~~ the distance outlined by the State of Utah of any public or private school, church, public library, playground or park. ~~as measured from the nearest entrance of the outlet by following the shortest route of either ordinary pedestrian traffic, or where applicable, vehicular traffic along public thoroughfares, whichever is the closer, to the property boundary of the public or private school, church, public library, public playground or park.~~

(d) ~~The restrictions contained in Subsection (c) govern the issuance of a Class B restaurant license unless the City Council determines that compliance with the distance requirements would result in peculiar and exceptional practical difficulties or exceptional and undue hardships in the granting of a restaurant beer license. In that event, the City Council may, after giving full consideration of all attending circumstances and after compliance with public notice and public hearing requirements as specified in Subsection (e), authorize a variance from the distance requirements to relieve the difficulties or hardships, if the variance may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of this Chapter.~~

~~(e) Class B restaurant license applicants wishing to request a variance by the City Council from the proximity distance requirement stated in Subsection (c) must comply with the following requirements:~~

~~(1) Payment of Fee. Any licensed applicant desiring variances provided in Subsection (d) for which a special public hearing is required shall pay a fee therefor set by resolution of the City Council before said hearing shall be set or advertised.~~

~~(2) Advertising. Notice of a public hearing shall be published once a week for three (3) consecutive weeks in a newspaper of general circulation. At a minimum, the advertisement shall state the date, time, location and reason for the public hearing.~~

~~(3) Notice to Property Owners. Letters of notice of public hearing shall be mailed at least ten (10) days in advance of the public hearing to all persons owning property within six hundred (600) feet of the licensed applicant's premises.~~

~~(4) Petition. The Class B restaurant license applicant shall circulate a petition to each person owning property within six hundred (600) feet of the applicant's business premises. Such petition shall allow the affected property owners to indicate a lack of opposition to such a license being granted to the applicant.~~

~~(5) Public Hearing. After satisfying the fee and notice requirements, the City Council shall hold a public hearing to consider the granting of a variance from the distance requirements stated in Subsection (c).~~

~~(f) Hours of Sale. A Class B licensee may sell beer beginning at the hour of 10:00 a.m. and ending at the hour of 1:00 a.m.~~

(~~e~~g) Operational Restrictions. Each person granted a Class B license and the employees, management and personnel of the restaurant shall abide by the following conditions and requirements. Failure to comply may result in suspension or revocation of the license or other disciplinary action taken against individual employees or management personnel.

(1) A Class B retail license shall entitle the licensee to sell beer, on the premises described therein, in any size containers not exceeding two (2) liters and on draft for consumption on the licensed premises. Only bona fide restaurants shall be entitled to Class B licenses.

(2) All holders of a Class B license shall maintain records which shall disclose the gross sales of beer and the gross sales of food served and any other items sold for consumption on or off the premises during the semi-annual periods ending June 30 and December 31 of each year. Such sales shall be shown separately.

(3) Each licensee shall retain all invoices, vouchers, sales slips, receipts and other records and other commodity purchases from all suppliers. Such records shall be available for inspection and audit by the City license official at any time following the close of the semi-annual period, and for eighteen (18) months thereafter. Failure to properly maintain such records for such inspection and audit shall be cause for revocation of the Class B license. If any audit or inspection discloses that the sales of beer on the licensed premises are in excess of twenty-five percent (25%) of the gross dollar volume of business for any semi-annual period, the Class B license shall then be immediately suspended and shall not be reinstated until the licensee is able to prove to the satisfaction of the City Council that in the future the sales of beer on the licensed premises will not exceed twenty-five percent (25%) of the gross dollar volume of business.

(4) No person under the age of twenty-one (21) years shall sell or serve beer under a Class B license.

(5) Beer purchased from the restaurant may not be removed from the restaurant premises.

(6) An employee of a Class B licensee, while on duty, may not consume any alcoholic beverage or be under the influence of alcoholic beverages.

(7) Each Class B licensee shall display in a prominent place in the restaurant:

(i) The Class B License issued by the City of Woods Cross and the restaurant liquor license issued by the Alcoholic Beverage Control Commission;

(ii) A sign in large letters stating: "WARNING, THE CONSUMPTION OF ALCOHOLIC BEVERAGES PURCHASED IN THIS ESTABLISHMENT MAY BE HAZARDOUS TO YOUR HEALTH AND THE SAFETY OF OTHERS."

(8) There shall be no transfer of a Class B license from one location to another without prior written approval from the Woods Cross City Council.

(9) Monetary Value of License.

(i) A person having been granted a Class B License shall not sell, exchange, barter, give or attempt in any way to dispose of the license whether for monetary gain or not.

(ii) A Class B beer license has no monetary value for the purpose of any type of disposition.

(10) A person's willingness to serve alcoholic beverages and/or beer shall not be made a condition of employment as a server with a restaurant that has a Class B beer license.

(11) Each Class B beer licensee shall post a cash or corporate or surety bond in the penal amount of ten thousand dollars ($10,000.00) payable to the City which the licensee has procured and thus maintained for so long as the licensee continues to hold its Class B license.

(12) The bond shall be in a form approved by the City Attorney conditioned upon the licensee's faithful compliance with this Title and the rules of the Commission.

(13) If the ten thousand dollar ($10,000.00) corporate surety bond is canceled due to the licensee's negligence, a three hundred dollar ($300.00) reinstatement fee may be assessed by the City. No part of any cash or corporate bond so posted may be withdrawn during the period the license is in effect or while revocation proceedings are pending against the Licensee. A bond filed by the licensee may be forfeited if the license is finally revoked.

(fh) Sales Restrictions. Beer may not be sold, delivered, or furnished to any:

(1) Minor;

(2) Person actually, apparently, or obviously under the influence of any intoxicating beverage or controlled substance;

(3) Known habitual drunkard;

(4) Known interdicted person.

(gi) ~~Restriction on Licenses. The total number of Class B beer licenses in the City of Woods Cross shall be one (1) per one thousand (1,000) population (e.g., if the population of Woods Cross is 8,000 persons the maximum number of Class B Beer Licenses would be eight).~~

6-09-060. Class C Beer Licenses.

(a) A Class C beer license shall be required for all premises where the primary or main business is that of selling beer for consumption on the licensed premises. A Class C license shall entitle the licensee to sell beer for consumption on the licensed premises in any sized container. No person under the age of twenty-one (21) years shall sell or serve beer under this license.

(b) The licensing and operation of a tavern as defined in Section 6-09-010 of the Woods Cross City Code is strictly prohibited within Woods Cross City. Therefore, no Class C beer licenses shall be issued within Woods Cross City.

6-09-070. Renewal of Existing Licenses.

All applications for renewal licenses filed by the holders of existing licenses shall be filed with the license official at least thirty (30) days prior to the expiration of the then issued license. Any person who

fails to file such application within the time limit shall close his licensed premises on or before the expiration date of the then license and shall keep the premises closed for any and all business for the sale of beer until the date his new license is issued by order of the Woods Cross City Council.

6-09-080. Fees.

Applications for retail beer licenses under this Chapter shall be accompanied by the fees established by the Woods Cross City Consolidated Fee Schedule as amended.

6-09-090. Expiration and Renewal.

(a) All Class A or B retail licenses issued pursuant to the provisions of this Title shall expire as outlined in this Title with late fees as may be applicable. ~~on December 31 of each year and shall be issued for one (1) year. In the event renewal fees are not received at the office of the license official by February 15 of each year when due, the licensee must reapply for a beer license and pay a penalty of twenty five percent (25%) of the fees due as part of the reissuance fee, in addition to any applicable beer license fees. In the event the renewal fees are not received at the office of the license official by March 15 of each year when due, the licensee must reapply for a beer license and pay a penalty of one hundred percent (100%) of the fee due as part of the reissuance fee, in addition to any applicable beer license fees.~~

(b) Procedure when Business Purchased. If any licensee sells his or her place of business, the purchaser thereof may be granted a license to serve beer upon meeting all the requirements of this Chapter.

CHAPTER 6-12: SEXUALLY ORIENTED BUSINESSES

6-12-010. Title for Citation.
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6-12-030. Application of Provisions.
6-12-040. Definitions.
6-12-050. Obscenity and Lewdness - Statutory Provisions.
6-12-060. Location and Zoning Restrictions.
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6-12-010. Title for Citation.

The provisions codified in this Chapter shall be known and may be referred to as the “Sexually Oriented Business and Employee Licensing Ordinance.”

6-12-020. Purpose and Findings.

(c) Purpose. It is the purpose of this ordinance to regulate sexually oriented businesses and related activities to promote the health, safety, morals, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of sexually oriented businesses within the City. The provisions of this ordinance have neither the purpose nor effect of imposing a limitation or restriction on the content of any communicative materials, including sexually oriented materials. Similarly, it is not the intent nor effect of this ordinance to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this ordinance to condone or legitimize the distribution of obscene materials.

(d) Findings. Based on evidence concerning the adverse secondary effects of adult uses on the community presented in hearings and in reports made available to the City Council, and on findings incorporated in the cases of *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Arcara v. Cloud Books, Inc.*, 478 U.S. 697, (1986); *Iacobucci v. City of Newport, Ky*, 479 U.S. 92 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *California v. LaRue*, 409 U.S. 109 (1972); *United States v. O'Brien*, 391 U.S. 367 (1968); *DLS, Inc. v. City of Chattanooga*, 107 F.3d 403 (6th Cir.1997); *Kev, Inc. v. Kitsap County*, 793 F.2d 1053 (9th Cir.1986); *Hang On, Inc. v. City of Arlington*, 65 F.3d 1248 (5th Cir.1995); *South Florida Free Beaches, Inc. v. City of Miami*, 734 F.2d 608 (11th Cir.1984); and *N.W. Enterprises v. City of Houston*, 27 F.Supp. 2d 754 (S.D. Tex.1998), as well as studies conducted in other cities including, but not limited to, Phoenix, Arizona; Minneapolis, Minnesota; Houston, Texas; Indianapolis, Indiana; Amarillo, Texas; Garden Grove, California; Los Angeles, California; Whittier, California; Austin, Texas; Seattle, Washington; Oklahoma City, Oklahoma; Cleveland, Ohio; and Beaumont, Texas; and findings reported in the Final Report of the Attorney General's Commission on Pornography (1986), the Report of the Attorney General's Working Group On the Regulation Of Sexually Oriented Businesses (June 6, 1989, State of Minnesota), and statistics obtained from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, the City Council finds that:

(1) Sexually oriented businesses lend themselves to ancillary unlawful and unhealthy activities that are presently uncontrolled by the operators of the establishments. Further, there is presently no mechanism to make owners of these establishments responsible for the activities that occur on their premises.

(2) Crime statistics show that all types of crimes, especially sex-related crimes, occur with more frequency in neighborhoods where sexually oriented businesses are located.

(3) Sexual acts, including masturbation, and oral and anal sex, occur at sexually oriented businesses, especially those which provide private or semi-private booths or cubicles for viewing films, videos, or live sex shows.

(4) Offering and providing such booths and/or cubicles encourages such activities, which creates unhealthy conditions.

(5) Persons frequent certain adult theaters, adult arcades, and other sexually oriented businesses, for the purpose of engaging in sex within the premises of such sexually oriented businesses.

(6) At least 50 communicable diseases may be spread by activities occurring in sexually oriented businesses including, but not limited to, syphilis, gonorrhea, human

immunodeficiency virus infection (HIV-AIDS), genital herpes, hepatitis B, Non A, Non B amebiasis, salmonella infections, and shigella infections.

(7) As of June, 2001, the total number of reported cases of AIDS in the United States caused by the immunodeficiency virus (HIV) was 793,025.

(8) The total number of cases of genital chlamydia trachomatis infections in the United States reported in 2000 was 702,093, a 6% increase over the year 1999.

(9) The total number of cases of early (less than one year) syphilis in the United States reported during the twelve year period 1996-2000 was 212,672.

(10) The number of cases of gonorrhea in the United States reported annually remains at a high level, with a total of 1,730,911 cases reported during the period 1996-2000.

(11) The surgeon general of the United States in his report of October 22, 1986, advised the American public that AIDS and HIV infection may be transmitted through sexual contact, intravenous drug use, exposure to infected blood and blood components, and from an infected mother to her newborn.

(12) According to the best scientific evidence available, AIDS and HIV infection, as well as syphilis and gonorrhea, are principally transmitted by sexual acts.

(13) Sanitary conditions in some sexually oriented businesses are unhealthy, in part, because the activities conducted there are unhealthy, and, in part, because of the unregulated nature of the activities and the failure of the owners and operators of the facilities to self-regulate those activities and maintain those facilities.

(14) Numerous studies and reports have determined that bodily fluids, including semen and urine, are found in the areas of sexually oriented businesses where persons view "adult" oriented films.

(15) Nude dancing in adult establishments encourages prostitution, increases sexual assaults, and attracts other criminal activity.

(16) Nude dancing in adult establishments increases the likelihood of drug-dealing and drug use.

(17) Alcohol consumption in adult establishments increases the likelihood of crime, illegal drug use, and illegal sexual activity, and encourages undesirable behavior that is not in the interest of the public health, safety, and welfare.

(18) The findings noted in paragraphs numbered (1) through (17) raise substantial governmental concerns.

(19) Sexually oriented businesses have operational characteristics which should be reasonably regulated in order to protect those substantial governmental concerns.

(20) A reasonable licensing procedure is an appropriate mechanism to place the burden of that reasonable regulation on the owners and operators of sexually oriented businesses. Further, such licensing procedure will place a heretofore non-existent incentive on operators to see that the sexually oriented business is run in a manner consistent with the health, safety, and welfare of its patrons and employees, as well as the citizens of the City. It is

appropriate to require reasonable assurances that the licensee is the actual operator of the sexually oriented business, fully in possession and control of the premises and activities occurring therein.

(21) Removal of doors on adult booths and requiring sufficient lighting on the premises with adult booths advances a substantial governmental interest in curbing the illegal and unsanitary sexual activity occurring in adult establishments.

(22) The disclosure of certain information by those persons ultimately responsible for the day-to-day operation and maintenance of the sexually oriented business, where such information is substantially related to the significant governmental interest in the operation of such uses, will aid in preventing the spread of sexually transmitted diseases and criminal activity.

(23) It is desirable, in the prevention of crime and the spread of communicable diseases, to obtain a limited amount of information regarding certain employees who may engage in the conduct this ordinance is designed to prevent, or who are likely to be witnesses to such activity.

(24) The fact that an applicant for a sexually oriented business license has been convicted of a sex-related crime leads to the rational assumption that the applicant may engage in that conduct in contravention to this ordinance.

(25) The barring of such individuals from operation or employment in sexually oriented businesses for a period of five (5) years for a previous felony conviction serves as a deterrent to further criminal conduct, and prevents conduct which leads to the transmission of sexually transmitted diseases.

(26) The general welfare, health, morals, and safety of the citizens of this City will be promoted by enactment of this ordinance.

(27) When more than one sexually oriented business use occupies the same location or business address, the secondary effects caused by such businesses are increased. Secondary effects are eliminated or controlled to a greater degree when only a single sexually oriented business use is allowed to occupy the same location.

6-4-030. Application of Provisions.

This Chapter imposes regulatory standards and license requirements on certain business activities which are characterized as sexually oriented businesses, and certain employees of those businesses characterized as sexually oriented business employees. Except where the context or specific provisions require, this Chapter does not supersede or nullify any other related ordinances, including but not limited to those codified in other chapters and provisions of the Business Regulations of the City.

6-12-040. Definitions.

For the purpose of this Chapter, the following words shall have the following meanings:

(a) “Adult Arcade” means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, videos, or other image-producing devices are maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."

(b) “Adult Bookstore” or “Adult Video Store” means a commercial establishment that, as one of its principal business purposes, offers for sale or rental for any form of consideration any one or more of the following:

(1) Books, magazines, periodicals or other printed matter, or photographs, films, motion picture, video cassettes or video reproductions, slides, or other visual representations that are characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas"; or

(2) Instruments, devices, or paraphernalia that are designed for use in connection with "specified sexual activities."

A principal business purpose exists if materials offered for sale or rental depicting or describing "specified sexual activities" or "specified anatomical areas" generate 20% or more of the business's income, or account for 20% or more of inventory, or occupy 20% or more of total floor space. A commercial establishment may have other principal business purposes that do not involve the offering for sale or rental of material depicting or describing "specified sexual activities" or "specified anatomical areas" and still be categorized as “adult bookstore” or “adult video store.” Such other business purposes will not serve to exempt such commercial establishments from being categorized as an “adult bookstore” or “adult video store” so long as one of its principal business purposes is the offering for sale or rental for consideration the specified materials that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

(3) “Adult Cabaret” means a nightclub, bar, restaurant, café or similar commercial establishment that regularly, commonly, habitually, or consistently features:

(i) Persons who appear in a state of nudity or semi-nudity; or

(ii) Live performances that are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities"; or

(iii) Films, motion pictures, video cassettes, slides, photographic reproductions, or other image producing devices that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; or

(iv) persons who engage in "exotic" or erotic dancing or performances that are intended for the sexual interests or titillation of an audience or customers.

(c) “Adult Motel” means a hotel, motel or similar commercial establishment that:

(1) Offers accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions that are characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas"; and has a sign visible from the public right of way that advertises the availability of this adult type of photographic reproductions; or

(2) Offers a sleeping room for rent for a period of time that is less than twenty-four (24) hours; or

(3) Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than twenty-four (24) hours.

(d) “Adult Motion Picture Theater” means a commercial establishment where, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions are regularly, commonly, habitually, or consistently shown that are characterized by the depicting or describing of "specified sexual activities" or "specified anatomical areas."

(e) “Adult Theater” means a theater, concert hall, auditorium, or similar commercial establishment that regularly, commonly, habitually, or consistently features persons who appear, in person, in a state of nudity and/or semi-nudity, and/or live performances that are characterized by the exposure of "specified anatomical areas" or by "specified sexual activities."

(f) “Director” means the Chief of Police and such employee(s) of the City Police Department as he or she may designate to perform the duties of the Director under this ordinance.

(g) “Employee” means a person who performs any service on the premises of a sexually oriented business on a full time, part time, contract basis, or independent basis, whether or not the person is denominated an employee, independent contractor, agent, or otherwise, and whether or not the said person is paid a salary, wage, or other compensation by the operator of said business. "Employee" does not include a person exclusively on the premises for repair or maintenance of the premises or equipment on the premises, or for the delivery of goods to the premises, nor does "employee" include a person exclusively on the premises as a patron or customer.

(h) “Escort” means a person who, for consideration, agrees or offers to act as a companion, guide, or date for another person, or who agrees or offers to privately model lingerie or to privately perform a striptease for another person.

(i) “Escort Agency” means a person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

(j) “Establishment” means and includes any of the following:

(1) The opening or commencement of any sexually oriented business as a new business;

(2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business;

(3) The additions of any sexually oriented business to any other existing sexually oriented business; or

(4) The relocation of any sexually oriented business; or

(5) A sexually oriented business or premises on which the sexually oriented business is located.

(k) “Licensed Day-Care Center” means a facility licensed by the State of Utah, whether situated within the City or not, that provides care, training, education, custody, treatment or supervision for more than twelve (12) children under fourteen (14) years of age, where such children are not related by blood, marriage or adoption to the owner or operator of the facility, for less than twenty-four (24) hours a day, regardless of whether or not the facility is operated for a profit or charges for the services it offers.

(l) “Licensee” means a person in whose name a license has been issued, as well as the individual listed as an applicant on the application for a license.

(m) “Live Theatrical Performance” means a play, skit, opera, ballet, concert, comedy, or musical drama.

(n) “Nude Model Studio” means any place where a person who appears in a state of nudity or displays "specified anatomical areas" is provided to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons for consideration.

(o) “Nudity” or a “State of Nudity” means the appearance of a human bare buttock, anus, anal cleft or cleavage, pubic area, male genitals, female genitals, or vulva, with less than a fully opaque covering; or a female breast with less than a fully opaque covering of any part of the areola; or human male genitals in a discernibly turgid state even if completely and opaquely covered.

(p) “Patron” means any person who contracts with or employs any escort services or escort or the customer of any business licensed pursuant to this Chapter.

(q) “Person” means an individual, proprietorship, partnership, corporation, association, or other legal entity.

(r) “Premises” means the real property upon which the sexually oriented business is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the sexually oriented business, the grounds, private walkways, and parking lots and/or parking garages adjacent thereto, under the ownership, control, or supervision of the licensee, as described in the application for a business license pursuant to Section 6-12-070 of this ordinance.

(s) “Semi-nude” means a state of dress in which opaque clothing covers no more than the female breast below a point immediately above the top of the areola; and the male or female genitals, pubic region, and anus shall be fully covered by an opaque covering no narrower than four inches wide in the front and five inches wide in the back, which shall not taper to less than one inch wide at the narrowest point.

(t) “Semi-nude Dancing Agency” means any person, agency, firm, corporation, partnership, or any other entity or individual which furnishes, books, or otherwise engages or offers to furnish, book, or otherwise engage the service of a professional dancer licensed pursuant to this Chapter for performance or appearance at a business licensed for adult theaters.

(u) “Semi-nude Entertainment Business” means a business, including adult theater, where employees perform or appear in the presence of patrons of the business in a state of semi-nudity. A business shall also be presumed to be a semi-nude entertainment business if the business holds itself out as such a business.

(v) “Sexual Encounter Center” means a business or commercial enterprise that, as one of its principal business purposes, offers for any form of consideration:

(1) Physical contact in the form of wrestling or tumbling between persons of the opposite sex; or

(2) Activities between persons of the opposite sex and/or persons of the same sex when one or more of the persons is in a state of nudity or semi-nudity.

A principal business purpose exists if the services offered are intended to generate business income.

(w) "Sexually Oriented Business" means an adult arcade, adult bookstore or adult video store, adult cabaret, adult motel, adult motion picture theater, adult theater, escort agency, nude model studio, or sexual encounter center or semi-nude entertainment business.

(x) "Sexually Oriented Business Employees" means those employees who work on the premises of a sexually oriented business in activities related to the sexually oriented portion of the business. This includes all managing employees, dancers, escorts, models, and other similar employees, whether or not hired as employees, agents, or as independent contractors. Employees shall not include individuals whose work is unrelated to the sexually oriented portion of the business, such as janitors, bookkeepers, and similar employees. Sexually oriented business employees shall not include cooks, serving persons, and similar employees, except where they may be managers or supervisors of the business. All persons making outcall meetings under this Chapter, including escorts, models, guards, escort runners, drivers, chauffeurs, and other similar employees, shall be considered sexually oriented business employees.

(y) "Specified Anatomical Areas" means:

(1) The human male genitals in a discernibly turgid state, even if fully and opaquely covered;

(2) Less than completely and opaquely covered human genitals, pubic region, buttocks, or a female breast below a point immediately above the top of the areola.

(z) "Specified Criminal Activity" means any of the following offenses:

(1) Prostitution or promotion of prostitution; dissemination of obscenity; sale, distribution, or display of harmful material to a minor; sexual performance by a child; possession or distribution of child pornography; public lewdness; indecent exposure; indecency with a child; sexual assault; molestation of a child; or any similar sex-related offenses to those described above under the criminal or penal code of this state, other states, or other countries;

(2) For which:

(i) Fewer than two (2) years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a misdemeanor offense;

(ii) Fewer than five (5) years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the conviction is of a felony offense;

(iii) Fewer than five (5) years have elapsed since the date of the last conviction or the date of release from confinement imposed for the last conviction, whichever is the later date, if the convictions are for two or more misdemeanor offenses or combination of misdemeanor offenses occurring within any twenty-four (24) month period;

(3) The fact that a conviction is being appealed shall have no effect on the disqualification of the applicant.

(aa) "Specified Sexual Activities" means:

(1) Acts of:

(i) Masturbation,
(ii) Human sexual intercourse,
(iii) Sexual copulation between a person and a beast,
(iv) Fellatio,
(v) Cunnilingus,
(vi) Bestiality,
(vii) Pederasty,
(viii) Buggery, or
(ix) Any anal copulation between a human male and another human male, human female, or beast;

(2) Manipulating, caressing or fondling by any person of:

(i) The genitals of a human,
(ii) The pubic area of a human,
(iii) The uncovered female nipple and areola;

(3) Flagellation or torture by or upon a person clad in undergarments, a mask or bizarre costume, or the condition of being fettered, bound or otherwise physically restrained on the part of the one so clothed.

(bb) "Substantial Enlargement" of a sexually oriented business means the increase in floor areas occupied by the business by more than twenty-five (25%) percent, as the floor areas existed on January 1, 2004.

(cc) "Transfer of Ownership or Control" of a sexually oriented business means and includes any of the following:

(1) The sale, lease, or sublease of the business;

(2) The transfer of securities that form a controlling interest in the business, whether by sale, exchange, or similar means; or

(3) The establishment of a trust, gift, or other similar legal device that transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

6-12-050. Obscenity and Lewdness - Statutory Provisions.

Notwithstanding anything contained in this Chapter, nothing in this Chapter shall be deemed to permit or allow the showing or display of any matter which is contrary to the provisions of Title 13 of this Code, "lewdness" as defined in this Code, or other applicable federal or State statutes prohibiting obscenity.

6-12-060. Location and Zoning Restrictions.

It is unlawful for any sexually oriented business to do business at any location within the City not zoned for such business. Sexually oriented businesses licensed as adult business or semi-nude entertainment businesses pursuant to this Chapter shall only be allowed in areas where they are specifically designated as permitted or conditional uses pursuant to Title 12 of the Woods Cross City Code.

6-12-070. Business License Required.

(a) It shall be unlawful:

(1) For any person to operate a sexually oriented business without a valid sexually oriented business operator's license ("operator's license") issued by the Director pursuant to this ordinance; or

(2) For any person who operates a sexually oriented business to employ a person to work and/or perform services on the premises of the sexually oriented business, if such employee is not in possession of a valid sexually oriented business employee license ("employee license") issued to such employee by the Director pursuant to this ordinance; or

(3) For any person to obtain employment with a sexually oriented business if such person is not in possession of a valid sexually oriented business employee license issued to such person by the Director pursuant to this ordinance.

(4) It shall be a defense to subsections (2) and (3) of this Section if the employment is of limited duration and for the sole purpose of repair and/or maintenance of machinery, equipment, or the premises.

(b) An application for a sexually oriented business operator's license must be made on a form provided by the City. The application must be accompanied by a sketch or a diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared but must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches. Prior to issuance of an operator's license, the premises must be inspected by the health department, building department, and zoning department. Prior inspection by the health department and building department shall be required only when the provisions set forth in Sections 6-12-250 and/or 6-12-240 are applicable.

(c) An application for a sexually oriented business employee license must be made on a form provided by the City.

(d) All applicants for a license must be qualified according to the provisions of this ordinance. The application may request, and the applicant shall provide, such information reasonably necessary (including fingerprints) to enable the City to determine whether the applicant meets the qualifications established under this ordinance. The applicant has an affirmative duty to supplement an application with new information received subsequent to the date the application was deemed completed.

(e) If a person who wishes to own or operate a sexually oriented business is an individual, he or she must sign the application for an operator's license as applicant. If a person who wishes to operate a sexually oriented business is other than an individual, each individual who has a ten (10%) percent or greater interest in the business must sign the application for an operator's license as applicant. If a corporation is listed as owner of a sexually oriented business or as the entity that wishes to operate such a business, all corporate officers and directors must sign the application for an operator's license as applicant.

(f) Applications for an operator's license, whether original or renewal, must be made to the Director by the intended operator of the enterprise. Applications must be submitted to the office of the Director or the Director's designee during regular working hours. Application forms shall be supplied by the Director. The following information shall be provided on the application form:

(1) The name, street address (and mailing address if different) of the applicant(s);

(2) The applicant's Social Security number and/or his/her state or federally issued tax identification number;

(3) The name under which the establishment is to be operated and a general description of the services to be provided. If the applicant intends to operate the sexually oriented business under a name other than that of the applicant; he or she must state: 1) the sexually oriented business's fictitious name; and 2) submit the required registration documents;

(4) Whether the applicant has been convicted, or is awaiting trial on pending charges, of a "specified criminal activity" as defined herein, and, if so, the "specified criminal activity" involved, the date, place, and jurisdiction of each;

(5) Whether the applicant has had a previous license under this ordinance or other similar sexually oriented business ordinance from another city or county denied, suspended or revoked, including the name and location of the sexually oriented business for which the business license was denied, suspended or revoked, as well as the date of the denial, suspension or revocation, and whether the applicant is or has been a partner in a partnership or an officer, director or principal stockholder of a corporation that is or was licensed under a sexually oriented business ordinance whose business license has previously been denied, suspended or revoked, including the name and location of the sexually oriented business for which the business license was denied, suspended or revoked as well as the date of denial, suspension or revocation;

(6) Whether the applicant holds any other licenses under this ordinance or other similar sexually oriented business ordinance from another city or county and, if so, the names and locations of such other licensed businesses;

(7) The single classification of license, as found in Section 6-12-080, for which the applicant is filing;

(8) The telephone number of the establishment;

(9) The address and legal description of the tract of land on which the establishment is to be located;

(10) If the establishment is in operation, the date on which the owner(s) acquired the establishment for which the business license is sought, and the date on which the establishment began operations as a sexually oriented business at the location for which the business license is sought;

(11) If the establishment is not in operation, the expected startup date (which shall be expressed in number of days from the date of issuance of the business license). If the expected startup date is to be more than ten (10) days following the date of issuance of the business license, then a detailed explanation of the construction, repair or remodeling work or other cause of the expected delay and a statement of the owner's time schedule and plan for accomplishing the same;

(12) If an applicant wishes to operate a sexually oriented business, other than an adult motel, which shall exhibit on the premises, in a viewing room or booth of less than one hundred fifty (150) square feet of floor space, films, video cassettes, other video reproductions, or live entertainment which depict specified sexual activities or specified anatomical areas, then the applicant shall comply with the application requirements set forth in Section 6-12-250 hereunder.

(g) Each application for an operator's license shall be accompanied by the following:

(1) Payment of the application fee in full;

(2) If the establishment is a State of Utah corporation, a certified copy of the articles of incorporation, together with all amendments thereto;

(3) If the establishment is a foreign corporation, a certified copy of the certificate of authority to transact business in this state, together with all amendments thereto;

(4) If the establishment is a limited partnership or limited liability company formed under the laws of the State of Utah, a certified copy of the certificate of limited partnership or limited liability company, together with all amendments thereto;

(5) If the establishment is a foreign limited partnership or limited liability company, a certified copy of the certificate of limited partnership or limited liability company and the qualification documents, together with all amendments thereto;

(6) Proof of the current fee ownership of the tract of land on which the establishment is to be situated in the form of a copy of the recorded deed;

(7) If the persons identified as the fee owner(s) of the tract of land in item (6) is not also the owner of the sexually oriented business, then the lease, purchase contract, purchase option contract, lease option contract or other document(s) evidencing the legally enforceable right of the owner(s) or proposed owner(s) of the sexually oriented business to have or obtain the use and possession of the tract or portion thereof that is to be used for the sexually oriented business;

(8) A current certificate and straight-line drawing prepared within thirty (30) days prior to application by a registered land surveyor depicting the property lines and the structures containing any existing sexually oriented businesses within 1,000 feet of the property to be certified; and the property lines of any established religious institution/synagogue, school, public park or recreation area within 1,000 feet of the property to be certified. For purposes of this Section, a use shall be considered existing or established if it is in existence at the time an application is submitted;

(9) Any of items (2) through (8) above shall not be required for a renewal application if the applicant states that the documents previously furnished to the Director with the original application or previous renewals thereof remain correct and current.

(h) Applications for an employee license to work and/or perform services in a sexually oriented business, whether original or renewal, must be made to the Director by the person to whom the employee license shall issue. Each application for an employee license shall be accompanied by payment of the application fee in full. Application forms shall be supplied by the Director. Applications must be submitted to the office of the Director or the Director's designee during regular working hours. Each applicant shall be required to give the following information on the application form:

(1) The applicant's given name, and any other names by which the applicant is or has been known, including "stage" names and/or aliases;

(2) Age, and date and place of birth;

(3) Height, weight, hair color, and eye color;

(4) Present residence address and telephone number;

(5) Present business address and telephone number;

(6) Date, issuing state, and number of photo driver's license, or other state issued identification card information;

(7) Social Security Number; and

(8) Proof that the individual is at least eighteen (18) years old.

The personal information provided in this subsection shall be confidential, and shall not be disclosed to the public except to the extent required by state or federal law.

(i) Attached to the application form for any license under this ordinance shall be the following:

(1) A color photograph of the applicant clearly showing the applicant's face, and the applicant's fingerprints on a form provided by the Police Department. Any fees for the photographs and fingerprints shall be paid by the applicant.

(2) A statement detailing the license history of the applicant for the five (5) years immediately preceding the date of the filing of the application, including whether such applicant, in this or any other city, county, state, or country, has ever had any license, permit, or authorization to do business denied, revoked, or suspended, or had any professional or vocational license or permit denied, revoked, or suspended. In the event of any such denial, revocation, or suspension, state the name(s) under which the license was sought and/or issued, the name(s) of the issuing or denying jurisdiction, and describe in full the reason(s) for the denial, revocation, or suspension. A copy of any order of denial, revocation, or suspension shall be attached to the application.

(3) A statement whether the applicant has, within the past five (5) years, been convicted, or is awaiting trial on pending charges, of a "specified criminal activity" as defined herein and, if so, the "specified criminal activity" involved, the date, place and jurisdiction of each.

(j) Every application for a license under this ordinance shall contain a statement under oath that:

(1) The applicant has personal knowledge of the information contained in the application, and that the information contained therein and furnished therewith is true and correct; and

(2) The applicant has read the provisions of this Chapter.

(k) A separate application and operator's license shall be required for each sexually oriented business classification as set forth in Section 6-12-080.

(l) The fact that a person possesses other types of state or city permits and/or licenses does not exempt him/her from the requirement of obtaining a sexually oriented business operator or employee license.

6-12-080. Business Categories - Number of Licenses.

(a) It is unlawful for any business premises to operate or be licensed for more than one category of sexually oriented business, except that a business may have a license for both outcall services and a semi-nude dancing agency on the same premises.

(b) The categories of sexually oriented businesses are:

(1) Outcall services;
(2) Adult businesses;
(3) Semi-nude entertainment businesses;
(4) Semi-nude dancing agency.

6-12-090. License - Fees.

Each applicant for a sexually oriented business or employee license shall be required to pay regulatory license fees as set forth in the Consolidated Fee Schedule.

6-12-100. License - Bond.

Each applicant for a sexually oriented business license shall post, with the Director, a cash or corporate surety bond payable to Woods Cross City in the amount of two thousand dollars. Any fines assessed against the business, officers, or managers for violations of City ordinances shall be taken from this bond if not paid in cash within ten days after notice of the fine, unless an appeal is filed as provided by this Chapter. In the event the funds are drawn against the cash or surety bond to pay such fines, the bond shall be replenished to two thousand dollars within fifteen days of the date of notice of any draw against it.

6-12-110. License - Premises Location and Name.

(a) It is unlawful to conduct business under a license issued pursuant to this Chapter at any location other than the licensed premises. Any location to which telephone calls are automatically forwarded by such business shall require a separate license.

(b) It is unlawful for any sexually oriented business to do business in the City under any name other than the business name specified in the application.

6-12-120. Issuance of License.

(a) Upon the filing of an application for a sexually oriented business employee license, the Director shall issue a temporary license to said applicant. The application shall then be referred to the appropriate City departments for investigation to be made on the information contained in the application. The application process shall be completed within thirty (30) days from the date of the completed application. After the investigation, the Director shall issue an employee license, unless it is determined by a preponderance of the evidence that one or more of the following findings is true:

(1) The applicant has failed to provide the information reasonably necessary for issuance of the license or has falsely answered a question or request for information on the application form;

(2) The applicant is under the age of eighteen (18) years; or

(3) The applicant has been convicted of a "specified criminal activity" as defined herein; or

(4) The sexually oriented business employee license is to be used for employment in a business prohibited by local or state law, statute, rule, or regulation, or prohibited by a particular provision of this ordinance; or

(5) The applicant has had a sexually oriented business employee license revoked by the City within two (2) years of the date of the current application.

If the sexually oriented business employee license is denied, the temporary license previously issued is immediately rendered null and void. Denial, suspension, or revocation of a license issued pursuant to this subsection shall be subject to appeal as forth in subsection (i) of this Section.

(b) A license issued pursuant to subsection (a) of this Section, if granted, shall state on its face the name of the person to whom it is granted, the expiration date, and the address of the sexually oriented business. While engaged in employment or performing services on the sexually oriented business premises, an employee shall, at all times, possess the license in such manner as to be available for immediate inspection upon lawful request.

(c) A license issued pursuant to subsection (a) of this Section shall be subject to annual renewal upon the written application of the applicant and a finding by the Director that the applicant has not been convicted of any "specified criminal activity" as defined in this ordinance, or committed any act during the existence of the previous license which would be grounds to deny the initial license application. The decision whether to renew a license shall be made within thirty (30) days of the completed application. The renewal of a license shall be subject to the fee as set forth in Section 6-12-090. Non-renewal of a license shall be subject to appeal as set forth in subsection (i) of this Section.

(d) If application is made for a sexually oriented business operator's license, the Director shall approve or deny issuance of the license within thirty (30) days of receipt of the completed application. The Director shall issue a license to an applicant unless it is determined by a preponderance of the evidence that one or more of the following findings is true:

(1) An applicant has failed to provide the information reasonably necessary for issuance of the license or has falsely answered a question or request for information on the application form;

(2) An applicant is under the age of eighteen (18) years;

(3) An applicant has been denied a license by the City to operate a sexually oriented business within the preceding twelve (12) months, or whose license to operate a sexually oriented business has been revoked within the preceding twelve (12) months;

(4) An applicant is overdue in payment to the City for taxes, fees, fines, or penalties assessed against or imposed upon him/her in relation to the sexually oriented business for which license is sought, or the property on which the sexually oriented business is located or will be located;

(5) An applicant has been convicted of a "specified criminal activity" as defined herein;

(6) The premises to be used for the sexually oriented business have not been approved by the health department, building department, and zoning department as being in compliance with applicable laws and ordinances, if such approval is required under other sections of this ordinance;

(7) The license fee required under this ordinance has not been paid;

(8) An applicant of the proposed establishment is in violation of or is not in compliance with one or more of the provisions of this ordinance.

(e) A license issued pursuant to subsection (d) of this Section, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, the address of the sexually oriented business, and the business classification as set forth in Section 6-12-080 for which the license is issued. The license shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be easily read at any time.

(f) If so required under other sections of this ordinance, the health department, building department, and zoning department shall complete their certification that the premises are in compliance or not in compliance within twenty (20) days of receipt of the completed application by the Director. The certification shall be promptly presented to the Director. Failure of an appropriate department to timely certify its inspection shall not be grounds for refusing to issue a license within the mandatory time period prescribed in subsection (d). In the event the Director fails to render a decision on the application within the time specified herein, the operator shall be permitted to commence operation of the business.

(g) A sexually oriented business license shall be issued for only one business classification, as set forth in Section 6-12-080.

(h) In the event that the Director determines that an applicant is not eligible for a sexually oriented operator's license, the applicant shall be given notice in writing of the reasons for the denial within thirty (30) days of the receipt of the completed application by the Director, provided that the applicant may request, in writing at any time before the notice is issued, that such period be extended for an additional period of not more than ten (10) days in order to make modifications necessary to comply with this ordinance. Notice of denial shall be sent to the applicant in accordance with the notice provisions set forth in Section 6-12-370.

(i) An applicant may appeal the decision of the Director regarding a denial to the City Council by filing a written notice of appeal with the City Recorder within ten (10) days from receipt of the notice of denial. The notice of appeal shall be accompanied by a memorandum or other writing setting out fully the grounds for such appeal and all arguments in support thereof. The Director may, within fifteen (15) days from the date of filing of the notice of appeal, submit a responsive memorandum to the City Council. After reviewing such memoranda, as well as the Director's written decision, if any, and exhibits submitted to the Director, the City Council shall vote either to uphold or overrule the Director's decision. Such vote shall be taken within twenty-one (21) calendar days after the date on which the City Recorder receives the notice of appeal. The status quo immediately prior to denial of the license shall be maintained during the pendency of the appeal. Judicial review of a denial by the Director and City Council may be made pursuant to Section 6-12-170 of this ordinance. The status quo shall continue to be maintained during the pendency of judicial review.

(j) A license issued pursuant to this Section shall be subject to annual renewal upon the written application of the applicant and a finding by the Director that the applicant has not been convicted of any "specified criminal activity" as defined in this ordinance, or committed any act during the existence of the previous license which would be grounds to deny the initial license application. The decision whether to renew a license shall be made within thirty (30) days of the completed application. The renewal of a license shall be subject to the fee as set forth in Section 6-12-090 .

6-12-130. Inspection.

The City shall regularly inspect the premises of the sexually oriented business in order to ensure compliance with the provisions of this ordinance. An applicant or licensee shall permit representatives of the Police Department and/or Health Department to inspect the premises at any time the establishment is open for business. Such inspection shall be limited to visual assessment of the activities conducted in areas to which patrons have access or are allowed access; to requests for inspection of the licenses required under this ordinance; and to requests for identification of those individuals who reasonably appear to be under the age of 18.

6-12-140. Expiration of License; Denial of Renewal.

(a) Each license shall expire one year from the date of issuance and may be renewed only by making application as provided in Section 6-12-070. Application for renewal should be made at least thirty (30) days before the expiration date. When application is made less than thirty (30) days before the expiration date, the expiration of the license will not be affected.

(b) When the Director denies renewal of a license, the applicant shall not be issued a license for one year from the date of denial. Notwithstanding the provisions of this section, in the event a licensee appeals the non-renewal of a license, the status quo immediately prior to non-renewal shall be maintained throughout the pendency of the appeal, up to and including judicial review on the merits as set forth in Section 6-12-170.

6-12-150. Suspension.

The Director shall suspend a license for a period not to exceed thirty (30) days if he or she determines that licensee or an employee of licensee has:

(a) Violated or is not in compliance with any section of this ordinance;

(b) Operated or performed services in a sexually oriented business while intoxicated by the use of alcoholic beverages or controlled substances;

(c) Refused to allow prompt inspection of the sexually oriented business premises as authorized by this ordinance;

(d) With knowledge, permitted gambling by any person on the sexually oriented business premises.

A licensee may appeal the suspension of a license to the City Council in accordance with the procedure set forth in Section 6-12-120 . Notwithstanding any other provisions of this section, in the event a licensee appeals the suspension of a license, the status quo immediately prior to suspension shall be maintained throughout the pendency of the appeal, up to and including judicial review on the merits as set forth in Section 6-4-170.

6-12-160. Revocation.

(a) The Director shall revoke a license if a cause of suspension in Section 6-12-150 occurs and the license has been suspended within the proceeding twelve (12) months.

(b) The Director shall revoke a license if he or she determines that:

(1) A licensee gave materially false or misleading information in the material submitted during the application process;

(2) A licensee was convicted of a "specified criminal activity" on a charge that was pending prior to the issuance of the license;

(3) A licensee has, with knowledge, permitted the possession, use, or sale of controlled substances on the premises;

(4) A licensee has, with knowledge, permitted the sale, use, or consumption of alcoholic beverages on the premises;

(5) A licensee has, with knowledge, permitted prostitution on the premises;

(6) A licensee has, with knowledge, operated the sexually oriented business during a period of time when the licensee's license was suspended;

(7) A licensee has, with knowledge, permitted any act of sexual intercourse, sodomy, oral copulation, masturbation, or other sexual conduct to occur in or on the licensed premises;

(8) A licensee is delinquent in payment to the City or State for any taxes, fees, fines, or penalties relating to the sexually oriented business or the premises thereon;

(9) A licensee has, with knowledge, permitted a person under eighteen (18) years of age to enter or remain in the establishment; or

(10) A licensee has attempted to sell his business license, or has sold, assigned, or transferred ownership or control of the sexually oriented business to a non-licensee of the establishment;

(11) A licensee has, with knowledge, permitted a person or persons to engage in specified sexual activities on the premises of the sexually oriented business.

(c) When the Director revokes a license, the revocation shall continue for one (1) year, and the licensee shall not be issued a license for one (1) year from the date revocation became effective. A licensee may appeal the revocation of a license to the City Council in accordance with the procedure set forth in Section 6-12-120. Notwithstanding any other provision of this Section, in the event the licensee appeals the revocation of a license, the status quo immediately prior to revocation shall be maintained throughout the pendency of the appeal, up to and including judicial review on the merits as set forth in Section 6-12-170.

6-12-170. Judicial Review.

Within thirty (30) days of a denial of an initial or renewal application by the Director and City Council, or suspension or revocation of a license by the Director, the applicant or licensee may seek prompt judicial review of such administrative action in any court of competent jurisdiction.

6-12-180. No Transfer of License.

(a) A licensee shall not transfer his/her employee license to another, nor shall a licensee operate a sexually oriented business under the authority of a license at any place other than the address designated in the application and set forth in the operator's license.

(b) An operator's license shall not be transferable from one location to another.

6-12-190. License - Display.

It is unlawful for any sexually oriented business location within the boundaries of the City to fail to display the license granted pursuant to this Chapter in a prominent location within the business premises. It is unlawful for any individual licensed pursuant to this Chapter to fail to carry, at all times while engaged in licensed activities within the corporate boundaries of the City, their employee license on their person. If the individual is semi-nude, such license shall be visibly displayed within the same room the employee is performing. When requested by police, City licensing or other enforcement personnel or health official, it is unlawful to fail to show the appropriate licenses while engaged in licensed activities within the corporate boundaries of the City.

6-12-200. License - Statement in Advertisements.

It is unlawful for any advertisement by the sexually oriented business or employee to fail to state that the business or employee is licensed by the City, and shall include the City license number.

6-12-210. Regulations and Unlawful Activities.

It is unlawful for any sexually oriented business or sexually oriented business employee to:

(a) Allow persons under the age of eighteen years on the licensed premises, except that in adult businesses which exclude minors from less than all of the business premises, minors shall not be permitted in excluded areas;

(b) Allow, offer, or agree to conduct any outcall business with persons under the age of eighteen years;

(c) To allow, offer, or agree to allow any alcohol to be stored, used, or consumed on or in the licensed premises;

(d) Allow the outside door to the premises to be locked while any customer is in the premises;

(e) Allow, offer, or agree to gambling on the licensed premises;

(f) Allow, offer, or agree to any sexually oriented business employee touching any patron or customer; except that outcall employees and customers may touch, except that any touching of specified anatomical area, whether clothed or unclothed, is prohibited;

(g) Allow, offer, or agree to illegal possession, use, sale, or distribution of controlled substances on the licensed premises;

(h) Allow sexually oriented business employees to possess, use, sell, or distribute controlled substances while engaged in the activities of the business;

(i) Allow, offer, or agree to commit prostitution, solicitation of prostitution, solicitation of a minor, or committing activities harmful to a minor to occur on the licensed premises or, in the event of an outcall employee or business, the outcall employee committing, offering, or agreeing to commit prostitution, attempting to commit prostitution, soliciting prostitution, soliciting a minor, or committing activities harmful to a minor;

(j) Allow, offer, commit, or agree to any sex act as validly defined by City ordinances or State statute in the presence of any customer or patron;

(k) Allow, offer, or agree to any employee appearing before any customer or patron in a state of nudity;

(l) Allow, offer, or agree to allow a patron or customer to masturbate in the presence of a sexually oriented business employee or on the premises of a sexually oriented business.

(m) Appear in a state of nudity before a patron on the premises of a sexually oriented business.

6-12-220. Outcall Services - Operation Requirements.

It is unlawful for any business or employee to provide outcall services contracted for in the City to fail to comply with the following requirements:

(a) All businesses licensed to provide outcall services pursuant to this Chapter shall provide to each patron a written contract in receipt of pecuniary compensation for services. The contract shall clearly state the type of services to be performed, the length of time such services shall be performed, the total amount such services shall cost the patron, and any special terms or conditions relating to the services to be performed. The contract need not include the name of the patron. The business licensee shall keep and maintain a copy of each written contract entered into pursuant to this Section for a period not less than one year from the date of provision of services thereunder. The contracts shall be numbered and entered into a register listing the contract number, date, names of all employees involved in the contract, and pecuniary compensation paid.

(b) All outcall businesses licensed pursuant to this Chapter shall maintain an open office or telephone at which the licensee or licensee's designated agent may be personally contacted during all hours outcall employees are working. The address and phone number of the license location shall appear and be included in all patron contracts and published advertisements. For outcall businesses which premises are licensed within the corporate limits of the City, private rooms or booths where the patrons may meet with the outcall employee shall not be provided at the open office or any other location by the service, nor shall patrons meet outcall employees at the business premises.

(c) Outcall services shall not advertise in such a manner that would lead a reasonably prudent person to conclude that specified sexual activities would be performed by the outcall employee.

(d) All employees of outcall services who provide outcall services within the City shall be licensed in accordance with this Chapter, regardless of the primary location of the business.

6-12-230. Additional Regulations for Adult Motels.

(a) Evidence that a sleeping room in a hotel, motel, or a similar commercial enterprise has been rented and vacated two or more times in a period of time that is less than ten (10) hours creates a rebuttable presumption that the enterprise is an adult motel as that term is defined in this Chapter.

(b) It is unlawful if a person, as the person in control of a sleeping room in a hotel, motel, or similar commercial enterprise that does not have a sexually oriented business license, rents or subrents a sleeping room to a person and, within ten (10) hours from the time the room is rented, he rents or subrents the same sleeping room again.

(c) For purposes of subsection (b) of this Section, the terms "rent" or "subrent" mean the act of permitting a room to be occupied for any form of consideration.

(d) Violation of subsection (b) of this Section shall constitute a misdemeanor.

6-12-240. Adult Business - Design of Premises.

(a) In addition to the general requirements of disclosure for a sexually oriented business, any applicant for a license as an adult business shall also submit a diagram, drawn to scale, of the premises of the license. The design and construction, prior to granting a license or opening for business, shall conform to the following:

(1) The interior of the premises shall be configured in such a manner that there is an unobstructed view from the manager's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms.

(2) Restrooms may not contain any video reproduction equipment or any of the business merchandise. Signs shall be posted requiring only one person being allowed in the restroom per stall, and only one person in any stall at a time, and requiring that patrons shall not be allowed access to manager's station areas.

(3) For businesses which exclude minors from the entire premises, all windows, doors and other apertures to the premises shall be darkened or otherwise constructed to prevent anyone outside the premises from seeing the inside of the premises. Businesses which exclude minors from less than all of the premises shall be designed and constructed so that minors may not see into the area from which they are excluded.

(4) The diagram required shall not necessarily be a professional engineer's or architect's blueprint; however, the diagram must show marked internal dimensions, all overhead lighting fixtures, and ratings for illumination capacity.

(b) It shall be the duty of the licensee and the licensee's employees to insure that the views from the manager's station in subsection (1) of this Section remain unobstructed by any doors, walls, merchandise, display racks, or any other materials at all times that any patron is present in the premises, and to insure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted.

(c) The premises shall at all times be equipped and operated with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than one footcandle, measured at floor level. It shall be the duty of the licensee and the licensee's employees present on the premises to insure that the illumination described above is maintained at all times that any patron is present in the premises.

6-12-250. Regulations Pertaining to Exhibition of Sexually Explicit Films and Videos.

(a) A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty (150) square feet of floor space, a film, video cassette, or other video reproduction, that depicts specified sexual activities or specified anatomical areas, shall comply with the following requirements:

(1) Upon application for a sexually oriented business license, the application shall be accompanied by a diagram of the premises showing a plan thereof specifying the location of one or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted. A manager's station may not exceed thirty-two (32) square feet of floor area. The diagram shall also designate the place at which the business license will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however,

each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six (6") inches. The Director may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since said diagram was prepared.

(2) The application shall be sworn to be true and correct by the applicant.

(3) No alteration in the configuration or location of a manager's station may be made without the prior approval of the Director or his designee.

(4) It is the duty of the owners and operator of the premises to ensure that at least one employee is on duty and situated in each manager's station at all times that any patron is present inside the premises.

(5) The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of the entire area of the premises to which any patron is permitted access for any purpose, excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has two or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of the entire area of the premises to which any patron is permitted access for any purpose from at least one of the manager's stations. The view required in this subsection must be by direct line of sight from the manager's station.

(6) It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that the view area specified in subsection (5) of this Section remains unobstructed at all times. No doors, walls, partitions, curtains, merchandise, display racks, or other object(s) shall obstruct from view of the manager's station any portion of the premises to which patrons have access. It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that no patron is permitted access to any area of the premises that has been designated as an area in which patrons will not be permitted, as designated in the application filed pursuant to subsection (1) of this Section.

(7) The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than five (5) foot-candle as measured at the floor level.

(8) It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that the illumination described above is maintained at all times that any patron is present in the premises.

(9) No viewing room or booth may be occupied by more than one person at any time.

(10) No opening of any kind shall exist between viewing rooms or booths.

(11) It shall be the duty of the operator, and it shall also be the duty of any agents and employees present in the premises, to ensure that no more than one person at a time occupies a viewing booths or rooms, and to ensure that no person attempts to make an opening of any kind between the viewing booths or rooms.

(12) The operator of the sexually oriented business shall, each business day, inspect the walls between the viewing booths to determine if any openings or holes exist.

(13) The operator of the sexually oriented business shall cause all floor coverings in viewing booths to be nonporous, easily cleanable surfaces, with no rugs or carpeting.

(14) The operator of the sexually oriented business shall cause all wall surfaces and ceiling surfaces in viewing booths to be constructed of, or permanently covered by, nonporous, easily cleanable material. No wood, plywood, composition board or other porous material shall be used within forty eight (48") inches of the floor.

(b) A person having a duty under Subsections (1) through (14) of this Section is in violation of this Chapter if he/she, with knowledge, fails to fulfill that duty.

6-12-260. Semi-Nude Entertainment Business - Design of Premises.

(a) It is unlawful for business premises licensed for semi-nude entertainment to:

(1) Permit a bed, sofa, mattress, or similar item in any room on the premises, except that a sofa may be placed in a reception room open to the public or in any office to which patrons are not admitted, and except that in an adult theater such items may be on the stage as part of a performance;

(2) Allow any door on any room used for the business, except for the door to an office to which patrons shall not be admitted, outside doors, and restroom doors to be lockable from the inside;

(3) Provide any room in which the employee or employees and the patron or patrons are alone together without a separation by a solid physical barrier at least three feet high and six inches wide. The patron or patrons shall remain on one side of the barrier and the employee or employees shall remain on the other side of the barrier.

(b) Adult theaters shall also require that the performance area shall be separated from the patrons by a minimum of three feet, which separation shall be delineated by a physical barrier at least three feet high.

6-12-270. Semi-Nude Entertainment Business - Location Restriction.

It is unlawful for any business licensed for semi-nude entertainment to be located within five hundred (500) feet of a business licensed for the sale or consumption of alcohol.

6-12-280. Semi-Nude Dancing Agencies.

(a) It is unlawful for any individual or entity to furnish, book, or otherwise engage the services of a professional dancer, model, or performer to appear in a state of semi-nudity for pecuniary compensation in or for any semi-nude entertainment business or adult theater licensed pursuant to this Chapter, unless such agency is licensed pursuant to this Chapter.

(b) It is unlawful for any individual or entity to furnish, book, or otherwise engage or permit any person to perform as a professional dancer, model, or performer in a state of semi-nudity or nudity, either gratuitously or for compensation, in or for any business licensed pursuant to this Chapter, unless such person is licensed pursuant to this Chapter.

6-12-290. Performers - Prohibited Activities.

It is unlawful for any professional dancer, model, or performer, while performing in any business licensed pursuant to this Chapter, to:

(a) Appear before any customer or patron in a state of nudity;

(b) Touch in any manner any other person;

(c) Throw any object or clothing off the stage area;

(d) Accept any money, drink, or any other object directly from any person; or

(e) Allow another person to touch such performer or to place any money or object on the performer or within the costume or person of the performer; or

(f) Place anything within the costume or adjust or move the costume while performing so as to render the performer in a state of nudity.

6-12-300. Patrons - Prohibited Activities.

It is unlawful for any person or any patron of any business to touch in any manner any performer; to place any money or object on or within the costume or person of any performer; or to give or offer to give any such performer any drinks, money, or object while such performer is performing; except that money may be placed on the stage, which shall not be picked up by the performer except by hand.

6-12-310. Existing Businesses - Compliance Time Limits.

The provisions of this Chapter shall be applicable to all persons and businesses described herein, whether the herein-described activities were established before or after the effective date of the provisions codified in this Chapter and regardless of whether such persons and businesses are currently licensed to do business in the City.

(a) All such persons and businesses requiring outcall service licenses shall have forty-five days (45) from the effective date of the ordinance codified in this Chapter, or until their current license expires, whichever is first in time, to comply with the provisions of this Chapter.

(b) All semi-nude dancing agency licenses shall have seventy-five (75) days from the effective date of the ordinance codified in this Chapter, or until their license must be renewed, whichever is first, to comply with the provisions of this Chapter.

(c) All adult businesses and semi-nude entertainment businesses shall have one hundred thirty-five (135) days from the effective date of the ordinance codified in this Chapter, or until their current license must be renewed, whichever is first, to comply with the provisions of this Chapter.

6-12-320. Exterior Portions of Sexually Oriented Businesses.

(a) It shall be unlawful for an owner or operator of a sexually oriented business to allow the merchandise or activities of the establishment to be visible from a point outside the establishment.

(b) It shall be unlawful for the owner or operator of a sexually oriented business to allow the exterior portion of the sexually oriented business to have flashing lights, or any words, lettering,

photographs, silhouettes, drawings, or pictorial representations of any manner except to the extent permitted by the provisions of this ordinance.

(c) It shall be unlawful for the owner or operator of a sexually oriented business to allow exterior portions of the establishment to be painted any color other than a single achromatic color. This provision shall not apply to a sexually oriented business if the following conditions are met:

(1) The establishment is a part of a commercial multi-unit center; and

(2) The exterior portions of each individual unit in the commercial multi-unit center, including the exterior portions of the business, are painted the same color as one another or are painted in such a way so as to be a component of the overall architectural style or pattern of the commercial multi-unit center.

(d) Nothing in this article shall be construed to require the painting of an otherwise unpainted exterior portion of a sexually oriented business.

6-12-330. Signage.

(a) In addition to applicable City ordinances regarding signs, the following sign regulations shall apply to all sexually oriented businesses within the City. In the event of conflict between the provisions of this Section and the provisions of the City sign ordinances, the more restrictive provisions shall apply. Notwithstanding any other city ordinance, code, or regulation to the contrary, it shall be unlawful for the operator of any sexually oriented business or any other person to erect, construct, or maintain any sign for the sexually oriented business other than the one (1) primary sign and one (1) secondary sign, as provided herein.

(b) Primary signs shall have no more than two (2) display surfaces. Each such display surface shall:

(1) Not contain any flashing lights;

(2) Be a flat plane, rectangular in shape;

(3) Not exceed seventy-five (75) square feet in area; and

(4) Not exceed ten (10) feet in height or ten (10) feet in length.

(c) Primary signs shall contain no photographs, silhouettes, drawings or pictorial representations in any manner, and may contain only the name of the enterprise.

(d) Each letter forming a word on a primary sign shall be of solid color, and each such letter shall be the same print-type, size and color. The background behind such lettering on the display surface of a primary sign shall be of a uniform and solid color.

(e) Secondary signs shall have only one (1) display surface. Such display surface shall:

(1) Be a flat plane, rectangular in shape;

(2) Not exceed twenty (20) square feet in area;

(3) Not exceed five (5) feet in height and four (4) feet in width; and

(4) Be affixed or attached to any wall or door of the enterprise.

(f) The provisions of item (1) of subsection (b) and subsections (c) and (d) shall also apply to secondary signs.

6-12-340. Massages or Baths Administered by Person of Opposite Sex.

It shall be unlawful for any sexually oriented business, regardless of whether in a public or private facility, to operate as a massage salon, massage parlor or any similar type business where any physical contact with the recipient of such services is provided by a person of the opposite sex.

6-12-350. Hours of Operation.

No sexually oriented business, except for an adult motel, may remain open at any time between the hours of one o'clock (1:00) a.m. and eleven o'clock (11:00) a.m. on weekdays and Saturdays. No sexually oriented business shall open for business or remain open for business on Sunday or any legal holiday recognized by the State of Utah.

6-12-360. Exemptions.

(a) It is a defense to prosecution under this ordinance that a person appearing in a state of nudity did so in a modeling class operated:

(1) By a proprietary school, licensed by the State of Utah, a college, junior college, or university supported entirely or partly by taxation;

(2) By a private college or university that maintains and operates educational programs in which credits are transferable to a college, junior college, or university supported entirely or partly by taxation.

(b) Notwithstanding any other provision in this ordinance, movies rated G, PG, PG-13, or R, by the Motion Picture Association of America (MPAA), or live theatrical performances with serious artistic, social, or political value, that depict or describe specified anatomical areas or specified sexual activities, are expressly exempted from regulation under this ordinance.

6-12-370. Notices.

(a) Any notice required or permitted to be given by the Director or any other City office, division, department or other agency under this ordinance to any applicant, operator or owner of a sexually oriented business may be given either by personal delivery or by certified United States mail, postage prepaid, return receipt requested, addressed to the most recent address as specified in the application for the license, or any notice of address change that has been received by the Director. Notices mailed as above shall be deemed given upon signature for receipt. In the event that any notice given by mail is returned by the postal service, the Director or his designee shall cause it to be posted at the principal entrance to the establishment. Notice by posting shall be deemed given twenty-four (24) hours from time of posting.

(b) Any notice required or permitted to be given to the Director by any person under this ordinance shall not be deemed given until and unless it is received in the office of the Director.

(c) It shall be the duty of each owner who is designated on the license application and each operator to furnish notice to the Director in writing of any change of residence or mailing address.

6-12-380. Injunction.

A person who operates or causes to be operated a sexually oriented business without a valid operator's license, or in violation of Section 6-12-060 of this ordinance, is subject to a suit for injunction as well as prosecution for criminal violations. Each day a sexually oriented business so operates is a separate offense or violation.

6-12-390. Severability.

If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

6-12-400. Penalty.

Unless otherwise specifically provided herein or provided by law, any person who violates any provision of this Chapter shall be guilty of a class B misdemeanor, subject to fines, forfeitures, penalties and/or imprisonment as provided by law.

Action Items

Memo

To: Woods Cross Mayor and City Council

From: Bryce Haderlie, City Manager

Date: October 1, 2026

Re: Bountiful Davis Art Center Funding Request

The Bountiful Davis Art Center (BDAC) has requested continued financial support from Woods Cross City. I recommend that the Council consider the request and adopt a resolution authorizing funding at the level you determine is appropriate, taking into account the proposed programs, benefits to residents, and the City's available resources.

Woods Cross City has supported BDAC periodically over a number of years. The City contributed $1,500 annually from 2010 through 2016, with no contribution in 2017, followed by $1,500 in 2018 and $2,000 in 2019. In 2025, the Council approved a $5,000 contribution following a formal written request. BDAC acknowledged that this amount was significantly higher than the City's past contributions and described the programs the funding would support.

The $5,000 award approved in October 2025 was for FY2026 and was authorized through Recreation, Arts, and Parks (RAP) funds.

While theFY2027 budget allows for up to $5000, it would be prudent for the City Council to consider alternative ways that this money can benefit the community and if some of the budgeted funds should be reserved for other opportunities.

Requested Council Action

Adopt a resolution authorizing financial support to the Bountiful Davis Art Center in an amount determined by the Council.

RESOLUTION 2026-____

A RESOLUTION AUTHORIZING FINANCIAL SUPPORT TO THE BOUNTIFUL DAVIS ART CENTER FOR FISCAL YEAR 2027

WHEREAS, Woods Cross City residents voted in a general election to approve a .1% Recreation, Arts, and Parks (RAP) Sales Tax in 2008 and reauthorized the tax in 2015 and 2025; and

WHEREAS, the Bountiful Davis Art Center has made a request for support at the October 7, 2025 City Council meeting; and

WHEREAS, Woods Cross City has made financial contributions to the Bountiful Davis Art Center in prior years and finds this request to be in harmony with the authorized use of RAP funds as outlined in Utah State Code 59-12-1402(3).

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

1. Financial support in the amount of $_____ to be granted to the Bountiful Davis Art Center related to the approved programs in the attached memo.

2. The Mayor to sign this resolution which becomes effective immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 6th DAY OF OCTOBER 2026.

WOODS CROSS CITY

_____
Ryan Westergard, Mayor

ATTEST

_____
Annette Hanson, City Recorder

COUNCIL VOTING:

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



BOUNTIFUL DAVIS ART CENTER

90 N MAIN STREET | BOUNTIFUL, UT 84009
801.295.3518 | INFO@BDAC.org

BDAC.org

September 28, 2026
Annette Hanson
City Recorder
Woods Cross City
1555 South 800 West
Woods Cross, Utah 84087

Dear Mayor and Members of the Woods Cross City Council:

On behalf of Bountiful Davis Art Center, I am writing to formally request $5,000 in support from Woods Cross City for the 2026–27 fiscal year. This would continue the City's 2025 funding level and help BDAC provide free exhibitions, arts education, and community cultural programs for Woods Cross residents and families throughout Davis County.

BDAC is not simply an arts organization serving Bountiful. We are Davis County's only museum-scale visual arts center, providing professional exhibitions, arts education, artist development, and public programs that serve communities throughout the county and even into Salt Lake City and Ogden. Admission is always free, ensuring that Woods Cross residents can benefit from this regional cultural resource without cost.

Maintaining an arts center of this caliber requires shared investment from communities throughout Davis County. Woods Cross is not being asked to fund an amenity solely for another city; it is helping sustain a regional resource available to its own residents without bearing the cost of building and operating a comparable facility. Municipal partnership helps ensure that professional arts experiences remain accessible here in Davis County and are not limited to those who can travel farther or afford admission.

Woods Cross City's support would help cover the direct costs of providing these opportunities, including artist and performer fees, art materials, exhibition installation, and program delivery. This work aligns with the City's history of supporting cultural arts and community activities through RAP funding, including its longstanding connection to Summerfest.

We offer the following levels for the Council's consideration:

$2,000 — Community Cultural Support
Contributes to Summerfest, including free public performances and BDAC's Art Yard, where children and families can create art together during the festival.

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$3,500 — Art Access Support
Helps provide free Family Art Night programming and supports the Davis School District Student Art Exhibition, giving young artists the opportunity to have their work professionally displayed and celebrated.

⭐**$5,000 — Full Community Partnership (Requested)**
Provides support across BDAC's community programs. A portion supports Summerfest; a portion supports family art activities and the Davis School District Student Art Exhibition; and the remaining support helps maintain free community access to exhibitions, artist talks, and other public programs throughout the year.

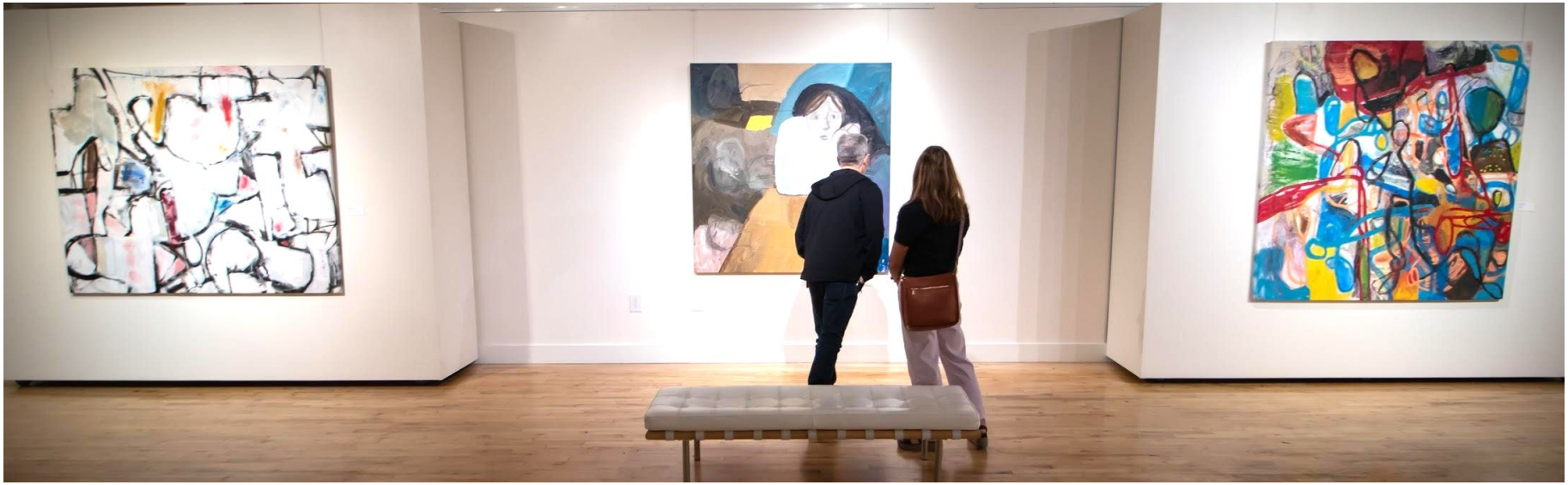
$7,500 — Regional Arts Leadership
Supports all the programs described above while providing deeper investment in BDAC's professional exhibitions and public learning opportunities, including artist and curator fees, exhibition installation, and free artist talks.

We respectfully request continued support at the $5,000 level. Should the Council choose an expanded level of investment, that support would further strengthen BDAC's ability to provide museum-level arts experiences for Woods Cross residents and the broader Davis County community.

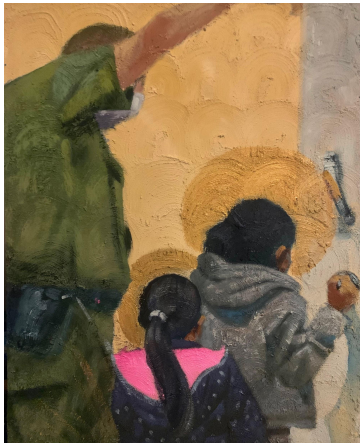
Thank you for recognizing that access to the arts contributes to a strong, connected community. We are grateful for Woods Cross City's continued partnership and consideration of this request.

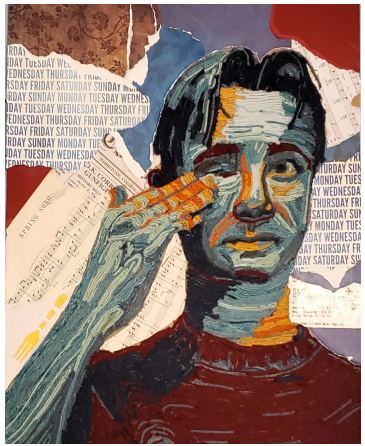
Sincerely,

Sarina Villareal Ehrgott
Executive Director
Bountiful Davis Art Center



SARINA V. EHRGOTT
EXECUTIVE DIRECTOR





50 YEARS OF SERVING DAVIS COUNTY

BDAC is guided by a 4-year Strategic Plan focused on strengthening programs, expanding partnerships, and building sustainability.

We are also working toward museum accreditation from the American Association of Museums as the next step in our growth as a professional cultural institution.

FREE ACCESS TO THE ARTS





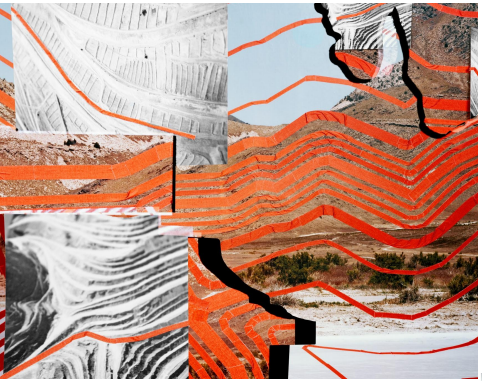






DSD STUDENT ART SHOW

ACCESS TO THE ARTS



22

Exhibitions in 4 Gallery Spaces



300+

Artists & Teaching Artists



80+

Recitals and Performances









WHAT IT TAKES TO PROVIDE THESE PROGRAMS

- DSD Student Art Exhibition – $9,500
- Main Gallery exhibition – $16,000 (3 per a year)
- Solo exhibition – $2,500 (12 per year)
- Family Art Night –$750 each month
- Summerfest — $20,000+



WHAT YOUR CONTRIBUTION SUPPORTS

- Free public access to exhibitions year-round
- Hands-on art experiences for families and individuals
- Opportunities for students to exhibit their work
- Community events that bring people together

It ensures that your residents have consistent, free access to the arts here in Davis County.



THANK YOU

Move to
ocal uilding Aut ority
Meeting

WOODS CROSS LOCAL BUILDING AUTHORITY (LBA) MEETING AGENDA

Tuesday, October 6, 2026
Beginning at 7:00 PM or as City Council Agenda provides
1555 S 800 W • Woods Cross, Utah 84087

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

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

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1. ORGANIZATIONAL BUSINESS of the LOCAL BUILDING AUTHORITY (LBA "the Authority") **PRESIDENT**

- **a. Consideration to Elect President and Secretary of the Authority**
- **b. Consideration to Approve the Organization of the Authority and its By-Laws** **PRESIDENT**
- **c. Consideration to Ratify Prior Actions of the Authority** **PRESIDENT**
- **d. Consideration to Adopt Resolution Authorizing Issuance of Lease Revenue Bonds** **PRESIDENT**

2. Move to Adjourn Meeting of the LBA and Return to City Council **PRESIDENT**

I certify that copies of the agenda for the Woods Cross City LBA meeting to be held October 6, 2026 were posted at Woods Cross City Hall, on Woods Cross City website www.Woodscrooss.gov, and on the Utah Public Notice website at www.utah.gov/pmn.
Date Posted: October 1,2026 /s/ Annette Hanson, Woods Cross City Recorder.

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

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: October 2, 2026

Re: Local Building Agenda and Parameters Resolution

Introduction:

As the Local Building Authority (LBA) of Woods Cross City was created on September 15, 2026, attorney Brandon Johnson informed the City Council that a number of steps would be taken at the October 6th meeting to move forward. These will be accomplished with a series of motions to:

1. Convene the LBA meeting
2. Elect a President and Secretary
3. Adopt the Bylaws
4. Ratify prior actions of the LBA

For reasons described below, the LBA will then have the opportunity to consider the following:

5. A resolution "Authorizing the Issuance and Sale of Lease Revenue Bond, Series 2027"

By motion, the LBA will close that meeting and return to the city council meeting. The city council will then have the opportunity to consider the following:

a. A resolution "expressing intent to issue lease revenue bonds of up to $33,000,000 by the Local Building Authority of Woods Cross City, Utah and providing for a public hearing relating to the Bonds."

Due to the volatility of the bond market, our financial advisor, Mark Anderson, with Zions Bank has recommended that the city move forward with the two resolutions above that are commonly referred to as parameters resolution. This is because they define the parameters of how much the city/LBA intends to issue in Lease Revenue Bonds to fund the construction of the Woods Cross City Hall and Hogan Park project.

These resolutions do not obligate the City to borrow the full amount identified in the resolution, it merely states the "maximum" amount ($33,000,000) that the City could acquire, the maximum years of the bond (31 years), the maximum interest rate (6.50%) and other matters identified in Section 2(b) of the "LBA Final Bond Resolution."

While the project budget created in early 2026 anticipated the issuance of $25,000,0000 in bonds for the project, current economic factors are creating an environment where it may be necessary to borrow more than this amount. After consulting with Mayor Westergard and Mark Anderson, a decision was made to set the maximum amount at $33,000,000. We can borrow less than this amount, but we would not be able to borrow more.

Following the adoption of these resolutions, City Recorder, Annette Hanson, will post required public

notices for a public hearing on November 3rd and other matters required for this process. Mark Anderson and Jeanette, with Zions Bank and Brandon Johnson, with Farnsworth Johnson PLLC will attend the October 6th meeting to explain the process and answer questions.

Process Steps

Mr. Johnson has prepared the attached "script" to assist the LBA and City Council with the steps required at the October 6th meeting. This script includes the proposed language for each action, and this corresponds with the documents contained in the packet. Staff recommends following this script to ensure that all necessary steps are taken to fulfill the legal requirements of this process.

SCRIPT FOR LBA ORGANIZATION MEETING,
LBA BOND RESOLUTION
AND
CITY COUNCIL INTENT RESOLUTION

LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY
LEASE REVENUE BONDS

1. CONVENE AS BOARD OF TRUSTEES OF THE LOCAL BUILDING AUTHORITY (CITY COUNCIL)

    a. *Mayor*: We need to convene as the Board of Trustees of the Local Building Authority.

    b. *Motion*: "I move that we convene as the Board of Trustees of the Local Building Authority."

    c. *Second*.

    d. *Vote*.

2. ORGANIZATIONAL MEETING OF THE AUTHORITY (LBA)

    a. Election of President and Secretary

        i. *President (Mayor)*: We will consider a motion electing the President and Secretary of the Authority.

        ii. *Motion*: "I move that the normal rules of order be waived and that Ryan Westergard and Annette Hanson be elected as President and Secretary/Treasurer, respectively, of the Authority until their successors are duly elected and qualified."

        iii. *Second*.

        iv. *Discussion*, if any.

        v. *Vote*.

    b. **Adoption of Bylaws**

        i. *President (Mayor)*: We will consider a motion adopting the Bylaws of the Authority.

        ii. *Motion*: "I move that we adopt the Bylaws submitted at this meeting".

iii. *Second*.

iv. *Discussion*, if any.

v. *Vote*.

c. Ratification of prior actions

i. *President (Mayor)*: We will consider a motion ratifying prior actions of the Authority.

ii. <u>*Motion*</u>: "I move that any and all actions taken by the officers of the Authority prior to this meeting are ratified, confirmed, and approved as the act and deed of the Authority, including all actions taken in connection with the organization of the Authority".

iii. *Second*.

iv. *Discussion*, if any.

v. *Vote*.

3. BOND RESOLUTION OF THE AUTHORITY

a. *President (Mayor)*: We will consider a resolution authorizing the issuance of lease revenue bonds by the Authority.

b. <u>*Motion*</u>: "I move that we adopt the resolution authorizing the issuance of lease revenue bonds."

c. *Second*.

d. *Discussion*, if any.

e. *Vote*.

4. RECONVENE AS CITY COUNCIL

    a. *President (Mayor)*: We now need to reconvene as the City Council.

    b. *Motion*: "I move that we reconvene as the City Council."

    c. *Second*.

    d. *Vote*.

5. APPROVAL OF INTENT RESOLUTION (CITY COUNCIL)

    a. *Mayor*: We will consider a resolution expressing intent to issue lease revenue bonds by the Local Building Authority of the City.

    b. *Motion*: "I move that we adopt the resolution expressing intent to issue lease revenue bonds by the Local Building Authority of the City."

    c. *Second*.

    d. *Discussion*, if any.

    e. *Vote*.

6. MOVE ON TO THE NEXT ITEM ON THE AGENDA.

MINUTES OF ORGANIZATIONAL MEETING OF

THE BOARD OF TRUSTEES OF THE

LOCAL BUILDING AUTHORITY OF THE WOODS CROSS CITY, UTAH

The Organizational Meeting of the Board of Trustees of the Local Building Authority of the Woods Cross City, Utah, a Utah nonprofit corporation (hereinafter the *"Authority"*), was held at 1555 West 800 South, in Woods Cross, Utah, at 6:30 p.m., on October 6, 2026.

Each of the Trustees, by affixing his or her signature to the minutes of this meeting, hereby waives any and all notice of the time, place and purpose of this meeting to which he or she may be entitled and hereby consents to the transaction of all items of business set forth herein.

The following Trustees were present: Ryan Westergard, Julie Checketts, Wallace Larrabee, Rachel Peterson, Eric Jones and Jim Grover, constituting all of the Trustees of the Authority. Ryan Westergard presided as Chairman of the meeting, and Annette Hanson acted as Secretary of the meeting and recorded the proceedings.

The Chairman stated that this was the Organizational Meeting of the Board of Trustees of the Authority (the *"Board"*) and presented to the Board an affidavit evidencing the giving of not less than twenty-four (24) hours' public notice of the agenda, date, time and place of the meeting in compliance with the requirements of Section 52-4-6(2), Utah Code Annotated 1953, as amended, by (1) posting written notice of the meeting at the principal office of the Board 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 City Recorder of the Woods Cross City, Utah (the *"City"*), do hereby certify, according to the records of the Local Building Authority of the Woods Cross City, Utah (the *"Authority"*), in my official possession until the Board of Trustees (the *"Board"*) has appointed a Secretary for the Authority, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-6(2), 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 October 6, 2026 Organizational Meeting held by the Board by:

(a) causing a Notice of Public Meeting to be posted at the principal office of the City Council, located at City Hall, 1555 West 800 South, in Woods Cross, Utah, at least twenty-four (24) hours before the convening of the meeting, in the form attached hereto as *Exhibit A*; said Notice of Public Meeting having continuously remained so posted and available for public inspection during the regular office hours of the City 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 hereunto subscribed my official signature this October 6, 2026.

_____
City Recorder

The Chairman stated that the first item of business involved the election of officers of the Authority.

After due consideration of the action by the Board, _____ thereupon moved, and _____ seconded the motion, and the Board unanimously approved and adopted the following action:

RESOLVED: That the normal rules of order be, and the same hereby are, waived and that the following persons be, and they hereby are, elected to serve as officers of this Authority until their successors are duly elected and qualified:

Ryan Westergard	President
Annette Hanson	Secretary and Treasurer

The Chairman stated that the next item of business to be transacted involved the adoption by the Board of a proposed set of Bylaws for the regulation and management of the affairs of the Authority. The Chairman explained that these Bylaws had been reviewed and approved by the City Council of the City at its meeting held on September 15, 2026, and have previously been reviewed by each of the Trustees prior to this meeting.

After due consideration of the action by the Board, _____ thereupon moved, and _____ seconded the motion, and the Board unanimously approved and adopted the following action:

RESOLVED: That the form of Bylaws submitted at this meeting, a copy of which is annexed hereto as *Exhibit B*, be and hereby are adopted as the official Bylaws of this Authority.

The Chairman then stated that the next item of business was the ratification of any and all actions heretofore taken by the officers of the Authority on behalf of the Authority with respect to its organization.

After due consideration of the action by the Board, _____ thereupon moved, and _____ seconded the motion, and the Board unanimously approved and adopted the following action:

RESOLVED: That any and all actions taken by the officers of the Authority prior to the date of this Organizational Meeting that are within the authority conferred hereby are hereby ratified, confirmed, and approved as the act and deed of the Authority, including but not limited to all actions as have heretofore been taken in connection with the organization of the Authority.

There being no further business to come before the Board, the meeting, upon motion being duly seconded and unanimously carried, was adjourned.

_____
Ryan Westergard

_____
Julie Checketts

_____
Wallace Larrabee

_____
Rachel Peterson

_____
Eric Jones

_____
Jim Grover

STATE OF UTAH)
)
COUNTY OF DAVIS)

I, Annette Hanson, do hereby certify that I am the duly qualified and acting Secretary of the Local Building Authority of the Woods Cross City, Utah (the *"Authority"*).

I further certify that the foregoing constitutes a true and correct copy of the minutes of the Organizational Meeting of the Board of Trustees of the Authority held on October 6, 2026, at 1555 West 800 South, in Woods Cross, Utah, at 6:30 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand this October 6, 2026.

_____
Secretary of the Local Building Authority
of the Woods Cross City, Utah

EXHIBIT A

NOTICE OF PUBLIC MEETING

EXHIBIT B

BYLAWS

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, except for the President, shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the Board of Trustees. The President shall only vote on a matter in the event of a tie vote on such matter by the other 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 depositaries 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

RESOLUTION 2026- _____

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LOCAL BUILDING AUTHORITY OF THE WOODS CROSS CITY, UTAH, AUTHORIZING THE ISSUANCE AND SALE OF LEASE REVENUE BONDS, SERIES 2027.

WHEREAS, the Local Building Authority of the Woods Cross City, Utah (the *"Issuer"*) has been duly organized as a Utah nonprofit corporation by the Woods Cross City, Utah (the *"City"*) solely for the purpose of (a) accomplishing the public purposes for which the City exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which 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, and (b) financing the costs of such projects on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the *"Act"*) and other applicable Utah law; and

WHEREAS, the Act provides that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act), and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed or refinanced with the proceeds of the sale of such bonds and may be secured by (a) a mortgage (as such term is defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer; and

WHEREAS, pursuant to the provisions of Act, the Issuer has authority to accomplish the public purposes for which the City exist by acquiring, improving or extending any improvements, facilities or properties and appurtenances to them which the City are 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, and financing the costs of such projects on behalf of the City in accordance with the procedures and subject to the limitations of the Act; and

WHEREAS, the City desires the Issuer, on behalf of the City, to (A) undertake the construction of a certain project pursuant to the Act consisting of the acquisition, construction and improvement of a city hall and parks (the *"Project"*) on certain real property located in the City (the *"Property"*) and (B) pay costs relating to the issuance and sale of the Series 2027 Bonds; and

WHEREAS, the Issuer and the City will enter into that certain Master Lease Agreement (the *"Lease"*), the form of which is attached hereto as *Exhibit B*, pursuant to which the Issuer has agreed (a) to Acquire or to cause the Acquisition (as such terms are defined in the Lease) of the Project and (b) to lease the Project to the City, all on the terms and conditions set forth therein; and

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Indenture, the Issuer has determined that it is in the best interest of the Issuer and the City (a) to issue its Lease Revenue Bonds, Series 2027 (the *"Series 2027 Bonds"*) pursuant to this Resolution and an Indenture of Trust (the *"Indenture"*), the form of which is attached hereto as *Exhibit C*, to provide funds for the purpose of (i) paying a portion of the costs of constructing the Project as provided in the Lease and (ii) paying costs of issuance relating to the issuance, sale and delivery of the Series 2027 Bonds, (b) to lease the Leased Property (as defined in the Lease) to the City in consideration of certain Base Rentals (as defined in the Lease) and Additional Rentals (as defined in the Lease) to be paid as provided in the Lease, which will be sufficient (so long as the City extends the term of the Lease for each successive one-year renewal term) to pay the principal of, and premium, if any, and interest on, the Series 2027 Bonds and certain other costs and expenses as provided in the Lease; and

WHEREAS, the Issuer desires to secure its payment obligations under the Indenture by executing and delivering one or more Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the *"Deed of Trust"*), attached hereto as *Exhibit D*, for the benefit of the holders of the Series 2027 Bonds; and

WHEREAS, the Secretary of the Issuer has presented to the Board of Trustees of the Issuer (the *"Board"*) at this meeting the proposed form of each of the following agreements: (a) the Indenture; (b) the Lease, (c) the Deed of Trust, and (d) the Bond Purchase Agreement (defined below) (collectively the *"Operative Agreements"*), in connection with the issuance of the Series 2027 Bonds and the financing of the construction of the Project; and

WHEREAS, in the opinion of the Council, it is in the best interest of the City and the Issuer that the Designated Officer be authorized to (i) determine whether to pursue a competitive sale, negotiated sale or private placement for the sale of the Bonds, (ii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY® electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds, (iii) if a negotiated sale is pursued, select an underwriter for the Bonds, (iv) if a private placement is pursued, select a purchaser for the Bonds and (v) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and to execute the Certificate of Determination, Indenture or Bond Purchase Agreement containing such terms and provisions*;*

WHEREAS, pursuant to Sections 17D-2-502 and 17D-2-601 of the Utah Code, the Issuer desires to provide for posting of a Notice of Bonds to be Issued in the form attached hererto as *Exhibit F*; and

WHEREAS, the City Council of the City by resolution previously adopted on the date hereof has approved the issuance of the Series 2027 Bonds and the terms thereof for purposes of the Act;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Trustees of the Local Building Authority of the Woods Cross City, as follows:

Section 1. Issuance of the Series 2027 Bonds; Deposit of Proceeds. (a) For the purposes set forth in the recitals hereto, a series of lease revenue bonds of the Issuer is hereby authorized to be issued pursuant to the Act and in accordance with and subject to the terms, conditions and limitations established in the Indenture and herein in the aggregate principal amount of $33,000,000. If the Designated Officer determines that the principal amount to be issued shall be less than $33,000,000, then the principal amount of such series of bonds shall be limited to the amount so determined by the Designated Officer.

(b) The proceeds of sale of the Series 2027 Bonds shall be deposited as provided in the Indenture and the Lease.

Section 2. Terms of the Series 2027 Bonds. (a) The Series 2027 Bonds shall be dated as of their date of original issuance and delivery (the *"Dated Date"*), shall mature on the dates and in the principal amounts, and shall bear interest from the Dated Date, payable at the interest rates provided in the Certificate of Determination, a form of which is attached hereto as *Exhibit G* (the *"Certificate of Determination"*), Indenture or Bond Purchase Agreement. The Series 2027 Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this Resolution, the power to determine and effectuate the following with respect to the Series 2027 Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Series 2027 Bonds; *provided* that the aggregate principal amount of the Series 2027 Bonds shall not exceed $33,000,000;

(ii) the maturity date or dates and principal amount of each maturity of the Series 2027 Bonds to be issued; *provided, however*, that the final maturity of all Bonds shall not be later than 31 years from their date or dates;

(iii) the interest rate or rates of the Series 2027 Bonds, *provided, however*, that the average interest rate to be borne by any Bond shall not exceed 6.50% per annum;

(iv) the sale of the Series 2027 Bonds to the Purchaser of the Series 2027 Bonds and the purchase price to be paid by the Purchaser for the Series 2027 Bonds; *provided*, *however*, that the discount from par of the Series 2027 Bonds shall not exceed two percent (2.00%) (expressed as a percentage of the principal amount);

(v) the Series 2027 Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the optional redemption date of the Series 2027 Bonds, if any;

(vii) the use and deposit of the proceeds of the Series 2027 Bonds; and

(viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

For purposes of this resolution and the Bonds, *"Designated Officer"* means the City Manager, the Finance Director, or the Mayor.

The Board delegates to the Designated Officer the authority to determine whether to pursue a competitive sale, negotiated sale or private placement for the sale of the Series 2027 Bonds. The Designated Officer shall make such determinations as provided above and shall execute the Certificate of Determination, Indenture or Bond Purchase Agreement containing such terms and provisions of the Series 2027 Bonds, which execution shall be conclusive evidence of the actions or determinations of the Designated Officer as to the matters stated therein.

(c) The Series 2027 Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The Series 2027 Bonds and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the forms set forth in the Indenture, which forms are hereby incorporated herein by this reference, and the provisions for the signatures, authentication, payment, places of payment, medium of payment, transfer, exchange, registration, number and other provisions thereof, to the extent not provided herein, shall be as set forth in the Indenture as finally executed and are hereby approved and hereby incorporated herein by this reference. The form of the Series 2027 Bonds, submitted to this meeting as part of the recitals to the Indenture be, and the same hereby is, approved, and when the same shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this Resolution in the aggregate principal amount herein provided, they shall represent the approved form of the Series 2027 Bonds of the Issuer.

(e) Upon the occurrence of an Event of Nonappropriation (as such term is defined in the Lease) or an Event of Default under the Lease or the Indenture, the Trustee shall be entitled to exercise such rights and remedies (including but not limited to the appointment of a receiver) as are provided in the Indenture or as are otherwise provided to the Issuer under the Act or other applicable law; *provided, however,* that no deficiency judgment upon foreclosure of the lien of the Indenture may be entered against the Issuer, the City, the State of Utah or any political subdivision of the State of Utah, except as otherwise expressly provided in the Indenture and as permitted by the Act.

Section 3. Execution of Series 2027 Bonds. The Mayor is hereby authorized and directed to execute, and the Secretary of the Issuer (the *"Secretary"*) is hereby authorized and directed to attest, the Series 2027 Bonds and each is hereby authorized and directed to deliver them to the Trustee for authentication pursuant to the Indenture.

Section 4. Redemption Provisions. The Series 2027 Bonds shall be subject to redemption as provided therein and in the Indenture.

Section 5. Limited Obligations. The Series 2027 Bonds, together with the interest and premium, if any, thereon, are not general obligations of the Issuer but are limited obligations and,

except for the security provided by the Indenture, pursuant to Section 17D-2-505 of the Act, are payable solely out of Base Rentals received by the Trustee under the Lease and certain other amounts received under the Indenture. Nothing in this Resolution, the Indenture or the Series 2027 Bonds shall be construed as requiring the State of Utah or any political subdivision of the State of Utah to pay any of the Series 2027 Bonds or to pay any of the premium (if any) or interest thereon or to appropriate any money to pay the same. Pursuant to Section 17D-2-505 of the Act and the Indenture, the Series 2027 Bonds shall be secured by the Trust Estate, which is specifically pledged, mortgaged, hypothecated, assigned and otherwise secured in the Indenture, subject to Permitted Encumbrances, for the equal and ratable payment of the Series 2027 Bonds and any bonds hereafter issued on a parity with the Series 2027 Bonds under the Indenture and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Series 2027 Bonds and such additional parity bonds, except as may be otherwise expressly authorized in the Indenture. Neither the full faith and credit nor the taxing powers of the State of Utah or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Series 2027 Bonds or other costs appertaining thereto. The Series 2027 Bonds and the interest and premium, if any, thereon do not now and shall never constitute an indebtedness of the Issuer, the City, the State of Utah or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State of Utah or any political subdivision of the State of Utah. No breach of any covenant or agreement in the Indenture or the Lease shall impose any general obligation or liability upon, nor a charge against, the City or the general credit or taxing power of the State of Utah or any of its political subdivisions. THE OBLIGATION OF THE CITY TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE CITY TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE CITY, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE SERIES 2027 BONDS NOR THE EXECUTION AND DELIVERY OF THE LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO APPROPRIATE ANY MONEY TO PAY ANY RENTALS UNDER THE LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE CITY TO THE EXTENT PROVIDED IN THE LEASE) TO PAY ANY RENTALS DUE TO THE ISSUER UNDER THE TERMS OF THE LEASE. NO PERSON EXECUTING THE SERIES 2027 BONDS OR THE LEASE SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE SERIES 2027 BONDS OR THE EXECUTION OF THE LEASE.

Section 6. Sale of the Series 2027 Bonds. Approval of Bond Purchase Agreement and Sale of the Series 2027 Bonds. (a) The Series 2027 Bonds are hereby authorized to be sold to the Purchaser, on the terms and conditions set forth in the Certificate of Determination, Indenture or Bond Purchase Agreement, and upon the basis of the representations therein set forth; *provided* that such terms shall not exceed the limitations set forth in Section 3 herein. The Series 2027 Bond Purchase Agreement, in substantially the form attached hereto as *Exhibit E*, is hereby authorized and approved. To evidence the acceptance of the Series 2027 Bond Purchase Agreement, the Mayor is hereby authorized to execute and deliver, in substantially the form attached hereto as *Exhibit E*, with such insertions, deletions, changes, omissions and variations as the Mayor may deem appropriate (such approval of the Mayor of any such changes shall be conclusively established by the execution of the Series 2027 Bond Purchase Agreement).

(b) The Series 2027 Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in the Certificate of Determination, Indenture or Bond Purchase Agreement.

(c) The Mayor is hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Series 2027 Bonds, and the Secretary is hereby authorized, empowered and directed to attest such execution and to countersign.

Section 7. Approval of Operative Agreements. The forms, terms and provisions of the Operative Agreements are each hereby approved in substantially the forms presented at this meeting and attached hereto as exhibits to this Resolution, with such insertions, omissions and changes as shall be approved by the Mayor or other members of the Board executing the same, the execution of such documents being conclusive evidence of such approval; and the Mayor is hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest, each of such Operative Agreements and any related exhibits attached thereto.

Section 8. Other Actions with Respect to the Series 2027 Bonds and the Operative Agreements. The officers and employees of the Issuer shall take all action necessary in conformity with the Act to carry out the issuance of the Series 2027 Bonds and the execution and delivery of each of the Operative Agreements, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Series 2027 Bonds and the execution and delivery of the Operative Agreements and. If the Mayor or the Secretary shall be unavailable to execute or attest (as applicable) the Series 2027 Bonds, the Operative Agreements or the other documents that they are hereby authorized to execute and attest, the same may be executed and attested (as applicable) by any other member of the Board or by any Assistant Secretary, respectively.

Section 9. Arbitrage Covenant; Covenant to Maintain Tax Exemption. (a) The officers and employees of the Issuer are hereby authorized and directed to execute such Tax Certificates as shall be necessary to establish that (i) the Series 2027 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Series 2027 Bonds are not and will not become "private activity bonds" within the meaning of Section 141 of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Issuer contained in this Section 11 will be complied with and (v) interest on the Series 2027 Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Series 2027 Bonds that:

(i) it will at all times comply with the provisions of any Tax Certificates;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts

required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Series 2027 Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Series 2027 Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Series 2027 Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Series 2027 Bonds, would have caused the Series 2027 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Series 2027 Bonds to be "private activity bonds" described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer have been or will be issued, sold or delivered within a period beginning fifteen (15) days prior to the sale of the Series 2027 Bonds and ending fifteen (15) days following the delivery of the Series 2027 Bonds, other than the Series 2027 Bonds;

(vi) it will not take any action that would cause interest on the Series 2027 Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Series 2027 Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Series 2027 Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Series 2027 Bonds as provided in Section 103 of the Code;

(vii) it recognizes that Section 149(a) of the Code requires the Series 2027 Bonds to be issued and to remain in fully registered form in order that interest thereon is excludable from gross income of the owners thereof for federal income tax purposes under laws in force at the time the Series 2027 Bonds are initially delivered and the Issuer agrees that it will not take any action to permit the Series 2027 Bonds to be issued in, or converted into, bearer or coupon form except as provided in the Indenture; and

(viii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Series 2027 Bonds, under present rules, the Issuer is treated as the "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Pursuant to these covenants, the Issuer obligates itself to comply throughout the term of the issue of the Series 2027 Bonds with the requirements of Section 103 of the Code and the Regulations proposed or promulgated thereunder.

(f) The Mayor is hereby authorized and directed to execute and cause the timely filing with the Internal Revenue Service of an Information Return for Tax-Exempt Governmental Obligation Issues (Form 8038-G) as required under Section 149(e) of the Code.

Section 10. Resolution Irrepealable. After any of the Series 2027 Bonds are delivered by the Trustee to the Purchaser upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the Series 2027 Bonds and interest thereon shall have been fully paid, canceled and discharged.

Section 11. Severability. 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 such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution; *provided, however,* that nothing in this Section shall be construed to amend or modify the limitations provided in Section 6 hereof.

Section 12. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 13. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

PASSED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH, ON THIS 6th DAY OF OCTOBER 2026.

LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH

ATTEST:

_____
RYAN WESTERGARD, PRESIDENT

_____
ANNETTE HANSON, SECRETARY

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

[RESERVED]

EXHIBIT B

MASTER LEASE AGREEMENT

WHEN RECORDED PLEASE RETURN TO:

Brandon T. Johnson
Farnsworth Johnson PLLC
180 North University Avenue, Suite 260
Provo, Utah 84601

MASTER LEASE AGREEMENT

DATED AS OF [DOCUMENT DATE], 2027

BETWEEN

LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH

Lessor,

AND

WOODS CROSS CITY, UTAH,

Lessee.

As set forth in Sections 4.05 and 10.02 hereof, the interest of the Local Building Authority of Woods Cross City, Utah in this Master Lease Agreement and all Base Rentals and certain other amounts receivable hereunder have been assigned to [Trustee], as Trustee under that certain Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement, dated as of [Document Date], 2027, among the Local Building Authority of Woods Cross City, Utah, [Trustee], as trustee, and [Trustee], as beneficiary and are subject to the lien and security interest of [Trustee], as Trustee.

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MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT, dated as of [Document Date], 2027 (the *"Lease"*), by and between the LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH (the *"Lessor"*), a Utah nonprofit corporation acting as a public entity and instrumentality of the State of Utah, whose mailing address is 1600 East Woods Cross Drive, Woods Cross, Utah 84405, and Woods Cross City, UTAH (the *"Lessee"*), a duly organized and existing body corporate and a political subdivision of the State of Utah, whose mailing address is 1600 East Woods Cross Drive, Woods Cross, Utah 84405.

WITNESSETH:

WHEREAS, the Lessee desires the Lessor to undertake certain costs of the acquisition and improvement of certain projects pursuant to the Local Building Authority Act, Title 17D, Chapter 2 Utah Code Annotated 1953, as amended (the *"Act"*), consisting of the acquisition and improvements of certain tracts of land located in Woods Cross, Utah, and more particularly described in *Exhibit A* attached hereto for the acquisition, construction and improvement of _____ (the *"Project Site"* or the *"Leased Property"*);

WHEREAS, the Lessor, as owner of marketable fee simple title to the Project Site, is willing to lease the Project Site to the Lessee, and the Lessee desires to lease the Project Site from the Lessor, upon the terms and conditions and for the purposes set forth herein; and

WHEREAS, the Lessor and the Lessee are empowered to enter into this Lease pursuant to applicable law, including particularly Section 17D-2-401, Utah Code Annotated 1953, as amended;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. All words and phrases defined in Article I of the Indenture shall have the same meaning when used in this Lease. In addition, the following words and phrases shall have the following meanings for all purposes of this Lease:

"Additional Rentals" shall mean the amount or amounts payable by the Lessee pursuant to Section 4.01(b) hereof.

"Authorized Lessee Representative" shall mean the Mayor of the City, the City Manager, the Finance Director or the City Recorder and any other person or persons designated, by written certificate furnished to the Lessor and the Trustee, as the person or persons authorized to act on behalf of the Lessee. Such certificate shall contain the specimen signature of such person or

persons, shall be signed on behalf of the Lessee by the Mayor of the City, and may designate an alternate or alternates. The Authorized Lessee Representative may, but need not, be an employee of the Lessee.

"Authorized Lessor Representative" shall mean the President or Secretary of the Lessor and any other person or persons designated, by written certificate furnished to the Lessee and the Trustee, as the person or persons authorized to act on behalf of the Lessor. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the Lessor by its President or Vice President and may designate an alternate or alternates. The Authorized Lessor Representative may, but need not, be an employee of the Lessor.

"Base Rental Payment Commencement Date" shall mean [Base Rental Payment Commencement Date], the date on which the Lessee becomes obligated to commence payment of Base Rentals hereunder pursuant to Section 4.01(a) hereof, other than advance payments of Base Rentals pursuant to Section 4.01(a) hereof.

"Base Rental Payment Date" shall mean the 1st day of each June and December during the term of the Lease.

"Base Rentals" shall mean the amount or amounts (comprising a principal component and an interest component) payable by the Lessee pursuant to Section 4.01(a) hereof in consideration of the use and enjoyment of the Leased Property during the term of this Lease, on the dates and in the amounts as set forth in the Base Rental Payment Schedule specified in *Schedule I* attached hereto and as such *Schedule I* may be revised hereafter in accordance with Section 606 of the Indenture. In the event of a partial redemption of Bonds or the issuance of Additional Bonds as provided in the Indenture, the Base Rentals are to be recalculated by the Lessor and provided to the Trustee and the lessee and shall be binding upon the Lessee as more fully set forth in Section 4.01(a) hereof and Section 605 of the Indenture.

"Bond Counsel" shall mean Farnsworth Johnson PLLC or an attorney or a firm of attorneys (which is mutually acceptable to the Lessee and the Trustee) of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"Deed of Trust" means one or more Deeds of Trust, Assignment of Rents, Security Agreement and Financing Statement, among the Issuer, the Trustee, as trustee under the Deed of Trust and the Trustee, as beneficiary under the Deed of Trust.

"City" means Woods Cross City, Utah.

"Event of Default" shall mean one or more of the events described in Section 14.01 hereof.

"Event of Nonappropriation" shall mean a nonrenewal of the term of the Lease by the Lessee, determined by the failure or refusal of the governing body of the Lessee to appropriate, specifically with respect to the Lease, moneys sufficient (after taking into account any moneys

legally available for such purpose) to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided in the Lease) for the next succeeding Renewal Term as provided in the Lease or determined by the unavailability of such moneys for such purpose for any other reason. The existence or nonexistence of an Event of Nonappropriation shall be determined as of the date on which the governing body of the Lessee fails or refuses to adopt a final budget in accordance with applicable law which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term as contemplated by the Lease or on any earlier or later date on which the Trustee receives written notice from the Lessee that the governing body of the Lessee has failed or refused to make such appropriations and the term of the Lease will not be renewed; provided, however, that the Trustee may, with the prior written consent of the owners of the Series 2027 Bonds, waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time. Notwithstanding anything in the Lease to the contrary, the Lessee's failure or refusal to adopt a final budget in accordance with applicable law on or before June 15 during the term of the Lease which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term shall constitute an Event of Nonappropriation.

"Fiscal Year" shall mean the twelve-month period used from time to time by the Lessee for its financial accounting purposes, such period currently extending from July 1 to the next succeeding June 30.

"Indenture" shall mean that certain Indenture of Trust, dated as of the date hereof between the Issuer and the Trustee.

"Initial Term" shall have the meaning specified in Section 3.01 hereof.

"Lease" shall mean this Master Lease Agreement, including the *Exhibits* and *Schedules* attached hereto and incorporated herein, and any amendments and supplements hereto as herein and in the Indenture provided.

"Leased Property" shall mean, collectively, the Project Site and the Project Site leased and to be leased to the Lessee pursuant hereto.

"Lessee" shall mean Woods Cross City, Utah, a duly organized and existing body corporate and a political subdivision of the State of Utah in its capacity as lessee under the Lease.

"Lessee's Counsel" shall mean the duly appointed attorney of the City or his designee, who regularly or by special appointment represents the Lessee in legal matters.

"Lessor" shall mean the Local Building Authority of Woods Cross City, Utah, a Utah nonprofit corporation acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of the Lessee, and any successor to the duties or functions of the Lessor.

"Permitted Encumbrances" shall mean, as of any particular time, (a) liens for taxes, assessments and other governmental charges not then delinquent; (b) this Lease, the Indenture, and

any financing statements naming the Lessor or the Lessee as debtor and naming the Lessor or the Trustee as secured party now or hereafter filed to perfect the lien and security interests granted by the Indenture, the Deed of Trust and this Lease; (c) utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions that an Authorized Lessee Representative certifies to the Trustee, will not materially interfere with or impair the operations being conducted in or on the Leased Property (or, if no operations are being conducted therein or thereon, the operations for which the Leased Property was designed or last modified); (d) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right in respect thereof if payment is not yet due and payable under the contract in question; I such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Leased Property and (i) as do not materially impair the property affected thereby for the purpose for which it was acquired or is held by the Issuer or the Lessee or (ii) are adequately insured against by a title insurance policy reasonably satisfactory to the Trustee and the Lessee; (f) any liens or encumbrances being contested as provided in Section 7.01(c) or 8.01(b) hereof; and (g) any listed items in the title policy described in Section 211(a)(v) of the Indenture.

"Project" shall mean (i) the acquisition and improvements of the Project Site and (ii) any additional projects acquired pursuant to this Lease.

"Renewal Term" shall have the meaning specified in Section 3.01 hereof.

"Rentals" shall mean the total amount of the Base Rentals and the Additional Rentals payable during the Initial Term and each Renewal Term hereunder.

"Project Site" shall mean those certain tracts of land situated in Utah and more particularly described in *Exhibit A* attached hereto.

"Term of the Lease" or *"term of this Lease"* with respect to the possessory interest of the Lessee shall mean the Initial Term and any Renewal Terms as to which the Lessee exercises its option to renew the term of the Lease as provided in Section 3.01 hereof, subject to the provisions hereof concerning termination of certain of the Lessee's obligations hereunder.

"Trustee" shall mean [Trustee], of Salt Lake City, Utah, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

ARTICLE II

DEMISE

Section 2.01. Demise of the Leased Property. The Lessor does hereby rent, lease and demise to the Lessee, and the Lessee does hereby take, accept and lease from the Lessor, the Project, subject to Permitted Encumbrances, on the terms and conditions and for the purposes

herein set forth, together with all easements, rights and appurtenances in connection therewith or thereto belonging, to have and to hold for the term of the Lease.

ARTICLE III

TERM OF THE LEASE

Section 3.01. Commencement of the Term of the Lease. The initial term of this Lease shall commence as of [Document Date], 2027, and shall expire at 11:59 p.m. on June 30, 2027 (the *"Initial Term"*), subject to the Lessee's option to extend the term of this Lease for consecutive one-year renewal terms commencing July 1, 2027, and a final renewal term commencing July 1, _____, and ending [Closing Date], _____ (herein referred to individually as the *"Renewal Term"* and collectively as the *"Renewal Terms"*), and subject to Section 3.02 hereof. The terms and conditions of this Lease during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Base Rentals will be as specified in *Schedule I* attached hereto, respectively, for each such Renewal Term, as such *Schedule* may be revised as provided in Section 605 of the Indenture. Each option shall be exercised by the adoption by the governing body of the Lessee, on or prior to June 15 of each year, of a final budget in accordance with applicable law which appropriates, specifically with respect to the Lease, moneys sufficient (after taking into account any moneys legally available for such purpose which are then on deposit in the Bond Fund) to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided in Section 4.01(b) hereof) for the next succeeding Renewal Term as provided herein. The adoption of such final budget, after the holding of such public hearing and compliance with the procedures required by applicable law, shall constitute the specified notice within the meaning and for the purposes of Section 17D-2-402 of the Act and automatically extend the term of the Lease for the succeeding Renewal Term without any further action required by any officers or officials of the Lessee.

Within ten (10) days after the adoption of such final budget, the Lessee shall deliver written notice (which notice may be substantially in the form attached hereto as *Exhibit B*) to the Trustee stating that the Lessee has extended the term of this Lease for the succeeding Renewal Term, describing in reasonable detail the actions taken by the governing body of the Lessee (if such actions are then required to pay any Rentals hereunder or, if no such actions are then required, explaining the reasons therefor) to appropriate funds sufficient for the purpose of paying the Base Rentals and reasonably estimated Additional Rentals (calculated as provided in Section 4.01 hereof) to become due during such succeeding Renewal Term. Unless the Trustee shall have previously received the foregoing notice applicable to the next succeeding Renewal Term, the Trustee shall, on or prior to June 10 of each year, make written inquiry of the Lessee as to whether the Lessee has extended the term of this Lease and whether the governing body of the Lessee shall have made the appropriation necessary to pay the Base Rentals and reasonably estimated Additional Rentals to become due during such succeeding Renewal Term.

The Lessee shall deliver written notice to the Trustee as soon as practicable, but in no event later than 30 days prior to the expiration of the Initial Term or the then current Renewal Term, stating (if such is the case) that the governing body of the Lessee has failed or refused to appropriate, specifically with respect to the Lease, moneys sufficient to pay such Base Rentals and

reasonably estimated Additional Rentals for the next succeeding Renewal Term and stating what actions the Lessee and its officials propose to take with respect to the Lease, the Leased Property and any budgetary procedures for any Rentals that may thereafter accrue.

In the event the governing body of the Lessee is precluded, pursuant to the provisions of Section 59-2-923, Utah Code Annotated 1953, as amended, from adopting a final budget on or prior to June 15 of any year, the Trustee may waive, an Event of Non-Appropriation occurring as a result of the failure to so adopt a final budget, provided that the Trustee receives assurances satisfactory to the Trustee that the final budget will be adopted on the earliest date allowable under applicable law and will include the appropriation to pay Rentals described in the preceding paragraph, and provided further that any Rentals which become due and payable pursuant to the terms of this Lease prior to the adoption of such final budget shall be paid by the Lessee in accordance with the tentative budget adopted by the governing body of the Lessee, as authorized pursuant to Section 59-2-923, Utah Code Annotated 1953, as amended.

Section 3.02. Expiration or Termination of the Term of the Lease. The term of the Lease will expire or terminate, as appropriate, as to the Lessee's right of possession of the Leased Property as described in Section 3.03 hereof upon the first to occur of any of the following events: (a) the expiration of the Initial Term or any Renewal Term during which there occurs an Event of Nonappropriation (which is not thereafter waived by the Trustee as herein provided); (b) an Event of Default and a termination of the term of the Lease as to the possessory interest of the Lessee by the Trustee as herein provided; (c) discharge of the Indenture as therein provided; or (d) August 2, 2022, which date constitutes the day following the last Bond Principal Payment Date of the final Renewal Term of the Lease, or such later date as all Rentals required hereunder and the Bonds shall be paid; *provided, however,* that nothing herein shall be construed to extend the term of the Lease beyond the estimated useful life of the Leased Property as certified pursuant to Section 17D-2-302 of the Act prior to the issuance of the Series 2027 Bonds.

Section 3.03. Effect on the Lessee of Expiration or Termination of the Term of the Lease. The expiration or termination of the term of the Lease as to the Lessee's right of possession and use of the Leased Property pursuant to Section 3.02 hereof shall terminate all obligations of the Lessee hereunder (except to the extent that the Lessee incurred any obligation to pay Rentals from moneys theretofore appropriated and available for such purpose) and shall terminate the Lessee's rights of use, occupancy and operation of the Leased Property; *provided, however,* that all other terms of this Lease and the Indenture, including all obligations of the Trustee with respect to the owners of the Bonds and the receipt and disbursement of funds, shall be continuing until the lien of the Indenture is discharged or foreclosed, as provided in the Indenture, except that all obligations of the Lessee to pay any amounts to the Bondowners and the Trustee hereunder shall thereafter be satisfied only as provided in the Indenture. The termination or expiration of the term of the Lease as to the Lessee's right of possession and use pursuant to Section 3.02 hereof, of itself, shall not discharge the lien of the Indenture.

ARTICLE IV

RENTALS PAYABLE

Section 4.01. Rentals Payable. The Lessee shall pay the Base Rentals and the Additional Rentals (but shall not be entitled to prepay or cause to be prepaid any such Base Rentals or Additional Rentals, except as otherwise expressly provided in Sections 4.01I, 4.01(d) and 9.01I hereof, in which event such moneys shall be applied to the redemption of the Series 2027 Bonds in accordance with Article VI of the Indenture in the amounts, at the times and in the manner set forth therein), said amounts constituting in the aggregate the total of the annual Rentals payable under this Lease, as follows:

(a) *Base Rentals*. The Lessee agrees, subject to the availability of appropriations of funds to it therefor and other moneys legally available for the purpose and subject to the limitations of Section 4.04 hereof, to pay to the Trustee for the account of the Lessor as provided in Section 4.06 hereof in arrears during each Renewal Term base rental in the respective semi-annual installments on the respective [First Interest Payment Date] and [Second Interest Payment Date] of each year as indicated in the Schedule of Base Rental Payments attached hereto as *Schedule I.* During the remainder of the term of the Lease, said Base Rentals shall be paid as provided in this Section for the use, occupancy and operation of the Leased Property during each of the succeeding Renewal Terms as to which the Lessee has exercised its option to extend the term of the Lease pursuant to Section 3.01 hereof. The Lessee understands that the Base Rental Payment Schedule attached hereto as *Schedule I* may be revised from time to time based on the redemption of Bonds or the issuance of any Additional Bonds allowed under Section 213 of the Indenture.

(b) *Additional Rentals.* In addition to the Base Rentals hereinabove set forth, and as part of the total Rentals during each Renewal Term during the term of the Lease, the Lessee shall pay on a timely basis to the parties entitled thereto an amount or amounts (the *"Additional Rentals"*) for the Renewal Term to which the following items apply or relate, equivalent to the sum of the following:

(i) the annual fee of the Trustee for the ordinary services of the Trustee rendered and its ordinary expenses incurred under the Indenture;

(ii) the reasonable fees and charges of the Trustee, any paying agent and any registrar appointed under the Indenture with respect to the Bonds for acting as trustee, paying agent and registrar as provided in the Indenture, including but not limited to those payable pursuant to Section 1004 of the Indenture, and any amount payable as indemnification pursuant to the last paragraph of Section 1004 of the Indenture;

(iii) the reasonable fees and charges of the Trustee for extraordinary services rendered by it and extraordinary expenses incurred by it as Trustee under the Indenture;

(iv) the reasonable fees and out-of-pocket expenses of the Lessor relating to the Leased Property not otherwise required to be paid by the Lessee under the terms of this Lease;

(v) the costs of maintenance, operation and repair with respect to the Leased Property and utility charges as required under Article V hereof and any costs to repair, rebuild or replace the Leased Property as required in Section 9.01 hereof;

(vi) the costs of casualty, public liability, property damage and workers' compensation insurance as required under Article VI hereof and the costs related to any self-insurance carried or required to be carried by the Lessee as provided in Section 6.01I hereof;

(vii) the costs of taxes and governmental charges and assessments as required under Article VII hereof;

(viii) an amount equal to any franchise, succession, capital levy or transfer tax, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy (however denominated), if any shall ever become due, levied, assessed or imposed by the State of Utah or any political subdivision thereof upon the Base Rentals payable hereunder or upon the Leased Property or any of the Revenues; and

(ix) any amount of interest, fine, fee or penalty required to be paid on any of the foregoing items as a result of the Lessee's failure to pay any such items when due, as required by Section 4.06 hereof, or any amount of interest required to be paid pursuant to Section 4.10 hereof.

Prior to April 1 of each year during the term of the Lease, the Trustee will, in accordance with Section 1013I of the Indenture, provide a statement to the Lessee of the amount of the estimated Additional Rentals required pursuant to Section 4.01(b)(i), (ii) and (iii) hereof that are expected to become due during the next succeeding Renewal Term if the governing body of the Lessee elects to extend the term of the Lease for such Renewal Term as provided herein.

I *Deposit into the Bond Fund*. The Lessee hereby agrees to deposit into the Bond Fund any amounts required to be deposited therein pursuant to Section 403 of the Indenture, subject to the terms and provisions of said Section 403.

(d) *Prepayment of Base Rentals and Partial Redemption of Series 2027 Bonds.* There is hereby expressly reserved to the Lessee the right, and the Lessee is hereby authorized, to prepay Base Rentals in addition to the Base Rentals otherwise payable hereunder solely for the purpose of redeeming the Series 2027 Bonds pursuant to Article VI of the Indenture. Such additional Base Rentals shall be deposited into the Redemption Fund and applied to the redemption of the Series 2027 Bonds in part in the manner and to the extent provided in Article VI of the Indenture.

I *Notice of Nonpayment of Base Rentals.* The Trustee has agreed in Section 406(a) of the Indenture to notify the Lessee as soon as practicable, but in no event later than five (5) days after the applicable Base Rental Payment Date, in the event any Base Rentals or portion thereof are not paid when due on the applicable Base Rental Payment Date.

Section 4.02. Consideration. The payments of Base Rentals and Additional Rentals hereunder for each Renewal Term during the term of the Lease shall constitute the total Rentals which are payable for said Renewal Term and shall be paid by the Lessee for and in consideration of the right of use, occupancy and operation of the Leased Property and the continued quiet use and enjoyment of the Leased Property for and during said Renewal Term. The parties hereto have agreed and determined that such total Rentals represent the fair rental value of the Leased Property. In making such determination, consideration has been given to the uses and purposes which will be served by the Leased Property and the benefits therefrom which will accrue to the parties to the Lease and the general public by reason of the Leased Property. Base Rentals due on any June 1 will be in consideration of the right of use, occupancy and operation of the Leased Property by the Lessee from the immediately preceding January 1 through the immediately succeeding June 30, and Base Rentals due on any December 1 will be in consideration of the right of use, occupancy and operation of the Leased Property by the Lessee from the immediately preceding July 1 through the immediately succeeding December 31.

Section 4.03. Covenant to Request Appropriations. (a) During the term of the Lease, the Lessee covenants and agrees (i) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the Lessee in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any moneys then legally available for such purpose which are then on deposit in the Bond Fund to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided in Section 4.01(b) hereof) for the Leased Property during the next succeeding Renewal Term, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term. The first such inclusion in the Lessee's annual tentative budget shall be made under applicable law with respect to the tentative budget applicable to the Fiscal Year in which the Base Rental Payment Commencement Date occurs so that the Base Rentals payable on such Base Rental Payment Commencement Date and during the Renewal Term in which such Date occurs and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the Lessee shall be made in each Fiscal Year thereafter so that the Base Rentals to be paid during the Renewal Term during such Fiscal Year and Additional Rentals payable during such Renewal Term will be available for such purposes as long as the governing body of the Lessee determines to approve such amount in the final budget as adopted.

(b) To effect the covenants set forth in Section 4.03(a) hereof, the Lessee hereby directs the Superintendent of the City or any other officer at the time charged with the responsibility of formulating budget proposals, to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the Lessee, in any year in which the Lease is in effect, items for all payments required for the ensuing Renewal Term under the Lease. It is hereby expressed as the intention of the Lessee that the decision to renew or not to renew the term of the Lease is to be made solely by the governing body of the Lessee at the time it considers for adoption the final budget for each of its Fiscal Years and corresponding Renewal Terms under the Lease, and not by any official of the Lessee, acting in his or her individual capacity as such. In this connection, the Lessee hereby covenants and agrees that such budget officer or

other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Rentals without the express prior approval of the governing body of the Lessee.

Section 4.04. Limitations on Liability. (a) Nothing herein shall be construed to require the governing body of the Lessee to appropriate any money to pay any Rentals hereunder. If the Lessee fails to pay any portion of the Rentals which are due hereunder or an Event of Default hereunder or an Event of Nonappropriation occurs, the Lessee shall immediately (but in no event earlier than the expiration of the Initial Term or the then current Renewal Term for which the Lessee has paid or appropriated moneys sufficient to pay all Rentals due for such Renewal Term, in the case of an Event of Nonappropriation) quit and vacate the Leased Property in accordance with the schedule therefor provided by the Lessee to the Trustee in accordance with Section 4.09(b) hereof, and its obligation to pay any Rentals (except for Rentals theretofore appropriated and then available for such purpose) shall thereupon cease, it being understood between the parties that neither the State of Utah nor any political subdivision thereof, except the Lessee as provided herein, is obligated to pay any Rentals due to the Lessor hereunder. Should the Lessee fail to pay any portion of the required Rentals and then fail immediately to quit and vacate the Leased Property to the extent required, the Trustee in accordance with the Indenture may immediately bring legal action to evict the Lessee from the Project Site and commence proceedings to foreclose the lien of the Indenture pursuant to the Indenture. The Lessee hereby agrees to pay as damages for its failure immediately to quit and vacate the Leased Property upon termination of the Initial Term or the then current Renewal Term, as the case may be, of the Lease in violation of the terms hereof and Section 17D-2-405 of the Act an amount equal to the Base Rentals otherwise payable during such period prorated on a daily basis and any reasonable Additional Rentals attributable to such period on the basis of the services provided. No judgment may be entered against the State of Utah or any political subdivision of the State of Utah for failure to pay any Rentals hereunder, except to the extent that the Lessee has theretofore incurred liability to pay any such Rentals through its actual use, occupancy and operation of the Leased Property, or through its exercise of an option that renews the Lease for an additional Renewal Term for which moneys have been appropriated, or is otherwise obligated to pay such Rentals pursuant to this Lease.

(b) The Rentals constitute current expenses of the Lessee, and the Lessee's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the Lessee in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the State of Utah or any political subdivision of the State of Utah within the meaning of any constitutional or statutory debt limitation. Neither the execution, delivery and performance of the Lease nor the issuance of the Bonds directly or indirectly obligates the Lessee to make any payments hereunder beyond those appropriated for the Lessee's then current Fiscal Year; *provided, however,* that nothing herein shall be construed to limit the rights of the Bondowners or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture.

I No obligation assumed by or imposed upon the Lessor hereunder shall require the performance of any act by the Lessor except to the extent, if any, that the cost and expense of such performance may be provided for from the proceeds of sale of the Bonds or paid by the Lessee

hereunder as Additional Rental. Failure of the Lessor to perform any such act shall not entitle the Lessee to terminate the Lease.

Section 4.05. Base Rentals Assigned; Unconditional Obligation. It is understood and agreed that all Base Rentals payable under Section 4.01(a) hereof are assigned to the Trustee for the benefit of the Bondowners pursuant to the Indenture. The Lessee assents to such assignment. The Lessee hereby agrees that its obligation to pay the Base Rentals and Additional Rentals from legally available funds appropriated for such purpose (a) shall be absolute and unconditional, (b) except as expressly herein provided, shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Lessor of any obligation to the Lessee, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Lessee by the Lessor and (c) shall not terminate or abate as a result of destruction of or damage to the Leased Property, condemnation of all or part of the Leased Property, defective title in or to any part of the Leased Property or failure of consideration. Notwithstanding any dispute between the Lessee and the Lessor hereunder, the Lessee shall pay all Base Rentals when due and shall not withhold payment of any Base Rentals pending the final resolution of such dispute. In the event of a determination that the Lessee was not liable for payment of such Base Rentals or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent payments of Base Rentals due hereunder or, at the direction of the Lessee, delivered to the Lessee.

Section 4.06. Payment. Each Base Rental payment shall be paid in lawful money of the United States of America, in funds which shall be immediately available on the Base Rental Payment Date on which they are due. Each Base Rental payment shall be paid at the principal corporate trust office of the Trustee in Salt Lake City, Utah, or at such other place or places as may be set forth in the Indenture. Each Additional Rental payment shall be paid in lawful money of the United States of America at the appropriate office as designated by the respective payees entitled to receive such Additional Rental. each Base Rental payment and each Additional Rental payment which is not paid when due shall bear interest at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law from the date on which the Base Rental payment or Additional Rental payment, as the case may be, becomes due until the same is paid.

Section 4.07. Credit on Base Rentals. (a) There shall be credited against Base Rentals (i) any amount held in the Bond Fund on each Base Rental Payment Date next preceding each respective Bond Interest Payment Date, including earnings derived from the investment of funds held in the Bond Fund available for such purpose; (ii) on the Base Rental Payment Date next preceding the Bond Principal Payment Date on which the final maturity of principal of the Bonds is to be paid, any amount to be transferred into the Bond Fund in accordance with Section 412(b) of the Indenture; and (iii) any amount to be so credited as provided in Section 4.05 hereof.

(b) If at any time the aggregate moneys available under the Indenture for payment of the principal of, and premium, if any, and interest on, the Bonds and all other expenses to be paid by the Lessee as Additional Rentals under the Indenture shall be sufficient to pay in accordance with the provisions of the Indenture all of the Bonds at the time outstanding and to pay all such expenses (including the fees and charges of the Trustee and any paying agent and registrar and the expenses of the Lessor due or to become due through the date on which the last of the Bonds is to be paid

or redeemed), and to pay any other monetary obligations of the Lessee hereunder, and if the Lessee is not at the time otherwise in default on any obligation hereunder, the Lessee shall be entitled to use, occupy and operate the Leased Property from the date on which such aggregate moneys are deposited with the Trustee during the remainder of the term of this Lease without further payment of any Rentals during that interval (but otherwise on the terms and conditions hereof), and any moneys in the funds and accounts created by the Indenture which are in excess of the amounts required to pay the Bonds in accordance with the provisions of the Indenture and to pay all costs, fees, charges and expenses shall be refunded to the Lessee upon payment (or provision for payment) in full of the Bonds as provided in the Indenture, except as otherwise required by the Indenture. If Bonds are to be paid prior to maturity, this Section 4.07(b) is subject to the condition that said Bonds shall have been properly called for redemption under the Indenture and the required notice of redemption shall have been given or provision for the giving of such notice shall have been made to the satisfaction of the Trustee, and the necessary moneys or Government Obligations or United States Obligations (as each such term is defined in Article VII of the Indenture) properly deposited, all as required by the Indenture.

Section 4.08. Application of Base Rentals. All Base Rentals shall be paid to the Trustee for application in accordance with the Indenture.

Section 4.09. Nonappropriation. (a) In the event that sufficient funds (i) are not appropriated by the governing body of the Lessee prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals (determined as provided in Section 1013(c) of the Indenture) payable during such Renewal Term, or (ii) are otherwise not legally available for such purpose (other than amounts on deposit in funds held under the Indenture), then an Event of Nonappropriation shall be deemed to have occurred; *provided, however,* that (x) the Trustee shall declare an Event of Nonappropriation on any earlier date on which the Trustee receives an Officer's Certificate from an Authorized Lessee Representative to the effect that the governing body of the Lessee has determined by official action not to renew the term of the Lease for the next succeeding Renewal Term and (y) absent receipt of such Officer's Certificate and if an Event of Nonappropriation has otherwise occurred as provided above in this Section 4.09, the Trustee shall give written notice to the Lessee of any Event of Nonappropriation on or before June 10 next succeeding the expiration of the term of the Lease or such earlier date as the Trustee determines to be in the best interest of the Bondowners, but any failure of the Trustee to give such written notice to the Lessee will not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action that would otherwise be available to the Trustee hereunder or under the Indenture. An Event of Nonappropriation shall also be deemed to have occurred (subject to waiver by the Trustee as hereinafter described) if, during the Initial Term or any Renewal Term, any Additional Rentals shall become due which were not included in the Lessee's final budget adopted by the governing body of the Lessee, or which exceed the amount included in such budget, and funds are not legally available (including funds legally available for such purpose under the Indenture) to the Lessee to pay such Additional Rentals by the earlier of June 15 of the then current Renewal Term or ninety (90) days after the date on which such Additional Rentals are due. The Trustee may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time if, in the Trustee's judgment, such waiver is in the best interests of the owners of the Bonds; *provided, however,* that after June 15 of each year during the term of the Lease the Trustee shall not waive

any Event of Nonappropriation which results from sufficient funds not being appropriated by the governing body of the Lessee for the payment of the Base Rentals that would be payable during the next succeeding Renewal Term unless the Trustee has reason to believe that appropriate officials of the Lessee are diligently pursuing appropriations by the governing body of the Lessee to pay such Base Rentals on a timely basis and that a delay in declaring an Event of Nonappropriation, under the circumstances, is in the best interests of the owners of the Bonds. If an Event of Nonappropriation shall occur, the Lessee shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of Nonappropriation occurs, except for the Lessee's obligation to pay Rentals which are payable prior to the termination of the Lease; *provided, however,* that the Lessee shall continue to be liable for the amounts payable pursuant to Section 4.04(a) hereof during such time when the Lessee continues to use, occupy and operate the Leased Property. The Trustee shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Leased Property as trustee for the benefit of the owners of the Bonds and shall be further entitled to all moneys then on hand in all funds and accounts created under the Indenture. All property, funds and rights acquired by the Trustee upon the termination of this Lease as to the Lessee's possessory interests hereunder by reason of an Event of Nonappropriation as provided herein shall be held by the Trustee under the Indenture for the benefit of the owners of the Bonds as set forth in the Indenture until the principal of, and premium (if any) and interest on, the Bonds are paid in full and any excess shall thereafter be paid to the Lessee as provided in Section 410 of the Indenture.

(b) The parties hereto agree that, upon the occurrence of an Event of Nonappropriation (which is not waived) or an Event of Default (which is not waived), the Lessee shall have all responsibility for vacating the Leased Property and shall vacate the Leased Property immediately following such occurrence and shall pay the cost to repair, remove or improve any alteration, addition or improvement made by the Lessee that has the effect of reducing or otherwise adversely affecting the value of the Leased Property or the fair rental value thereof or materially altering or changing the character or use of the Leased Property. Within ten (10) days after the occurrence of an Event of Nonappropriation or an Event of Default, the Lessee shall provide the Trustee with a timetable for vacating the Leased Property, which timetable shall provide that the Lessee complete vacating the Leased Property within 30 days.

Section 4.10. Advances by the Trustee. If the Lessee fails to pay any Additional Rentals required by this Lease, the Trustee may (but shall be under no obligation to) pay such Additional Rentals, which Additional Rentals, together with interest thereon at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law, are to be reimbursed to the Trustee by the Lessee upon demand therefor, subject to the availability of sufficient legally available funds for such purpose.

Section 4.11. Lease Not to Constitute "True" Lease. It is the intention of the parties hereto that this Lease not constitute a "true" lease for federal income tax purposes and, therefore, it is the intention of the parties hereto that the Lessee be considered the owner of the Leased Property for federal income tax purposes, but not for Utah law purposes relating to title and other matters as herein provided.

ARTICLE V

MAINTENANCE AND OPERATION

Section 5.01. Maintenance and Operation. (a) The Lessee shall, at its own expense, maintain, manage and operate the Leased Property and all improvements thereon in good order, condition and repair, ordinary wear and tear excepted. The Lessee shall provide or cause to be provided all security service, custodial service, janitor service, power, gas, telephone, light, heating and water, and all other public utility services.

(b) It is understood and agreed that in consideration of the payment by the Lessee of the Rentals herein provided for, the Lessor is only obligated to provide the Leased Property in the manner, at the times and to the extent herein provided, and neither the Lessor, the Trustee nor any owner of any Bond shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Leased Property during the term of the Lease. The Lessee shall keep the Leased Property and any and all improvements thereto free and clear of all liens, charges and encumbrances, except Permitted Encumbrances.

Section 5.02. Care of the Leased Property. (a) The Lessee shall take good care of the Leased Property, fixtures and appurtenances, and suffer no waste or injury thereto, ordinary wear and tear excepted. The Lessee shall pay for all damage to the Leased Property, its fixtures and appurtenances due to any act or omission or cause whatsoever.

(b) The Lessee shall not place a load upon any floor of the Leased Property exceeding the floor load per square foot area which such floor was designed to carry and which may be allowed by law.

I There shall be no allowance to the Lessee for a diminution in or abatement of Rentals and no liability on the part of the Lessor by reason of inconvenience, annoyance or injury to government operations arising or resulting from the Lessor, the Lessee or others making repairs, alterations, additions or improvements in or to any portion of the Leased Property, or in or to fixtures, appurtenances or equipment thereof, and no liability upon the Lessor or allowance for a diminution in or abatement of Rentals for failure of the Lessor or others to make any repairs, alterations, additions or improvements in or to any portion of the Leased Property, or in or to the fixtures, appurtenances or equipment thereof. The foregoing shall not be construed to mean that the Lessor has any such obligations.

(d) The Lessor shall not be liable for, and there shall be no diminution in or abatement of Rentals for, any loss or damage to the Leased Property caused by vermin, rain, snow, liquids and semi-liquids or from storms that may leak into or flow from any part of the Leased Property through any defects in its roof, walls, windows, ceilings, plumbing or from any other source, or caused by any latent defect in the Leased Property or its equipment.

I The Lessee's taking possession of the Leased Property or any portion thereof shall be conclusive evidence against the Lessee that the Leased Property or such portion thereof was in good order and satisfactory condition when the Lessee took possession thereof and that all work

to be done on the Project Site or such portion thereof pursuant to the terms hereof, if any, has been completed to the Lessee's satisfaction; *provided, however,* that the Lessee's taking possession as herein provided shall be without prejudice to any rights against third parties which exist at the date of taking such possession or which may subsequently come into being. No promise of the Lessor to alter, remove, improve or clean the Leased Property and no representation respecting the condition of the Leased Property have been made by the Lessor to the Lessee.

Section 5.03. Loss and Damage. All of the Lessee's personal property of any kind that may be on or about the Leased Property or placed in the custody of any of the Lessee's employees or agents shall be held at the sole risk of the Lessee, and neither the Lessor, the Trustee nor any Bondowner shall have any liability to the Lessee for any theft or loss thereof or damage thereto from any cause whatsoever.

ARTICLE VI

INSURANCE PROVISIONS

Section 6.01. Insurance. (a) The Lessee shall at all times maintain or cause to be maintained with responsible insurers all such insurance on the Leased Property (valued as defined below) which is customarily maintained with respect to properties of like character against accident to, loss of or damage to such properties. Notwithstanding the generality of the foregoing, the Lessee shall not be required to maintain or cause to be maintained any insurance that is not available from reputable insurers on the open market, except as required by Section 6.01(c) hereof, or more insurance than is specifically referred to below.

(b) Notwithstanding anything herein to the contrary, any policies of insurance that the Lessee is required to keep or cause to be kept pursuant to Section 6.01(a) hereof may be provided through any self-insurance program of the Lessee or in which the Lessee participates with other governmental units of the State of Utah. The Utah Risk Management Mutual Association is not a self-insurance program within the meaning of the preceding sentence.

I To the extent that the Lessee is unable to obtain or maintain any of the insurance required to be carried as provided in Section 6.01(a) hereof from reputable insurers on the open market at reasonable prices therefor, the Lessee shall provide for such insurance through its self-insurance program or through a self-insurance program in which the Lessee participates with other governmental units of the State of Utah; *provided, however,* that any costs and expenses incurred by the Lessee in connection with such self-insurance program and the cost of any reserves required to fund such a self-insurance program shall be payable by the Lessee.

(d) The Lessee for itself and its insurers, to the extent possible (as a reasonable cost) and to the extent permitted by law, hereby waives any claim against the Trustee and the Lessor, including claims based on negligence, if the claim results from any of the perils the Lessee is required to insure against or provide self-insurance for in this Section 6.01.

ARTICLE VII

TAXES

Section 7.01. Taxes. (a) The Lessor and the Lessee understand and agree that the Leased Property constitutes public property free and exempt from all taxation in accordance with applicable law, including but not limited to Section 17D-2-104 of the Act; *provided, however,* that the Lessor agrees to cooperate with the Lessee, upon written request by the Lessee, to contest any proposed tax or assessment, or to take steps necessary to recover any tax or assessment paid. The Lessee agrees to reimburse the Lessor from Additional Rentals for any and all costs and expenses thus incurred by the Lessor.

(b) Notwithstanding Section 7.01(a) hereof, in the event that the Leased Property or any portion thereof or any portion of the Rentals shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Leased Property or any portion of the Rentals, an Additional Rental shall be paid by the Lessee equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated hereunder to provide for Additional Rentals only for such installments as are required to be paid during the term of the Lease. The Lessee shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the Rentals and receipts from the Leased Property or any portion thereof prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Lessor) or the Rentals and revenues derived therefrom or hereunder, except to the extent permitted by Section 7.01(c) hereof.

I The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments and other charges, and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless by nonpayment of any such items the security afforded pursuant to the terms of the Indenture will be materially endangered (in the judgment of the Trustee) or the Leased Property or any essential part thereof will be subject to loss or forfeiture (in the judgment of the Trustee), in which event such taxes, assessments or charges shall be paid forthwith. The Lessor will cooperate fully with the Lessee in any such contest. In the event that the Lessee shall fail to pay any of the foregoing items required by this Section 7.01 to be paid by the Lessee, the Issuer or the Trustee may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Lessee to the party making the advancement, which amounts the Lessee hereby agrees to pay from Additional Rentals on demand together with interest thereon from the date thereof until paid at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, but only from moneys appropriated and legally available for such purpose.

ARTICLE VIII

ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Section 8.01. Alterations, Additions and Improvements to the Leased Property. (a) The Lessee shall have the right during the term of the Lease to make any alterations, additions or improvements of any kind, structural or otherwise, as it shall deem necessary or desirable, on or to the Leased Property, to attach fixtures, structures or signs, and to affix any personal property to the improvements on the Leased Property; *provided, however,* that no such alteration, addition or improvement shall reduce or otherwise adversely affect the value of the Leased Property or the fair rental value thereof or materially alter or change the character or use of the Leased Property.

(b) The Lessee will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any construction, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the Lessee, provided that if the Lessee shall first notify the Trustee of the Lessee's intention so to do, the Lessee may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless by nonpayment of any such items the security afforded pursuant to the terms of the Indenture will be materially endangered (in the judgment of the Trustee) or the Leased Property or any essential part thereof will be subject to loss or forfeiture (in the judgment of the Trustee), in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Lessor will cooperate fully with the Lessee in any such contest, upon the request and at the expense of the Lessee.

Section 8.02. Title to Alterations, Additions and Improvements. Except as provided in Section 8.03 hereof, all such alterations, additions and improvements shall become the property of the Lessor as a part of the Leased Property and shall be subject hereto and to the Indenture.

Section 8.03. Lessee's Equipment. (a) All of the Lessee's equipment and other personal property installed or placed by the Lessee in or on the Leased Property which is not a fixture under applicable law or which is not paid for with the proceeds of sale of the Bonds shall remain the sole property of the Lessee in which neither the Lessor, the owners of the Bonds nor the Trustee shall have any interest, and may be modified or removed at any time by the Lessee and shall not be subject to the lien of the Indenture. The Lessee shall pay for any damage caused by such modification or removal.

(b) The title to any personal property, improvements or fixtures placed on or in the Leased Property by any sublessee or licensee of the Lessee shall be controlled by the sublease or license agreement between such sublessee or licensee and the Lessee.

I If after the occurrence of an Event of Nonappropriation or an Event of Default, the Lessee moves out or is dispossessed and fails to remove any property of the Lessee at the time of such moving out or dispossession, then and in that event, the Trustee shall, following not less than fifteen (15) days' prior written notice to the Lessee, either regard such property as abandoned by

the Lessee, in which case such property shall become the property of the Lessor subject to the Indenture, or shall demand that the Lessee remove such property from the Leased Property, and in the event of failure of the Lessee to comply with said demand, the Trustee shall have the right to remove, sell or destroy such property.

ARTICLE IX

DAMAGE OR DESTRUCTION; CONDEMNATION

Section 9.01. Damage, Destruction and Condemnation. (a) If, during the term of the Lease, (i) the Leased Property or any portion thereof shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate of the Lessee, the Lessor or the Trustee in the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of the Project Site shall become apparent; or (iv) title to or the use of all or any portion of the Leased Property shall be lost by reason of a defect in title; then the Lessee shall continue to pay Base Rentals and Additional Rentals, subject to Section 4.09(a) hereof, and to take such action as it shall deem necessary or appropriate to repair, rebuild and replace the affected portion of the Leased Property, subject to Section 9.01(c)(ii) hereof.

(b) In accordance with Section 411 of the Indenture, the Trustee shall cause the Net Proceeds of any insurance policies (including any moneys derived from any self-insurance program), performance bonds or condemnation awards with respect to the Leased Property, or Net Proceeds received as a consequence of defaults under project contracts (excluding liquidated damages) for the Project Site, to be deposited into the Insurance Fund to be applied as provided herein and in Section 411 of the Indenture, and all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the damaged or destroyed portion of the Leased Property by the Lessee, except as otherwise provided in Section 9.01(c) hereof. The balance of any Net Proceeds remaining after the repair, restoration, modification, improvement or replacement has been completed are to be deposited into the Bond Fund. The Trustee shall cause the Net Proceeds of any liquidated damages received as a consequence of a default by a contractor to complete Acquisition of the Project in a timely fashion.

I If such Net Proceeds shall be insufficient to pay in full the cost of any such repair, restoration, modification, improvement or replacement, the Lessee shall, within ninety (90) days after the occurrence of the event giving rise to such Net Proceeds, either:

(i) commence and thereafter complete the work and pay any cost in excess of the Net Proceeds, in which case the Lessee agrees that it will not be entitled to any reimbursement therefor from the Trustee or the owners of the Bonds, nor shall it be entitled to any diminution of the Base Rentals or Additional Rentals; or

(ii) if the failure to repair, rebuild or replace shall not materially detract from the value of the Leased Property, then the Lessee may discharge its obligation to repair,

rebuild or replace the affected portion of the Leased Property by causing such Net Proceeds to be deposited into the Bond Fund; or

(iii) deposit such Net Proceeds into the Bond Fund to be used by the Trustee as provided in the Indenture.

In the event the City shall fail to appropriate, by the first day of the next Renewal Term following the ninety (90) day period after the occurrence of the event giving rise to the Net Proceeds, an amount at least equal to the insufficiency to pay in full the cost of any necessary repair, restoration, modification, improvement or replacement, the obligation to repair and replace the Leased Property under this Article IX shall be discharged by depositing the Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds in said Bond Fund, the Lessee shall have no further obligation for the payment of Base Rentals and additional Rentals hereunder with respect to said Leased Property, and possession of said Leased Property as well as all rights created pursuant to this Master Lease and the interest of the Lessee therein and in any funds or accounts created under the Indenture with respect to the Leased Property (except for moneys held for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee. Thereafter, the Lessee's interest in said Leased Property may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture and the proceeds of such liquidation and the Net Proceeds so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Leased Property (except for moneys held for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the applicable Series of Bonds on the earlier of the next succeeding redemption date or the final maturity date of such Series of Bonds.

(d) The Lessee hereby agrees that any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Lessor subject to the Indenture and this Lease, and will be included as part of the Leased Property subject to this Lease.

I The Lessor and the Lessee agree that it is the intent of the parties that the risk of any loss arising out of any damage, destruction or condemnation of the Leased Property or any portion thereof shall be borne by the Lessee and not by the Lessor or the Bondholders, and the Lessee hereby covenants and agrees that in the event of any such damage, destruction or condemnation, the Lessee shall either repair, rebuild or replace the Leased Property to essentially its same condition before any such damage, destruction or condemnation or provide funds necessary to redeem the Bonds at the soonest practicable date.

(f) The Lessee hereby agrees to deliver the Officer's Certificate provided in Section 411 of the Indenture in accordance with the terms thereof.

(g) The Lessee shall give written notice immediately to the Trustee of the occurrence of any event of damage, destruction or condemnation as described in Section 9.01I hereof, which notice shall describe the nature and scope of any such event.

ARTICLE X

ASSIGNMENTS

Section 10.01. Assignments by Lessee. Neither this Lease nor any interest of the Lessee herein shall, at any time after the date hereof, without the prior written consent of the Trustee, be mortgaged, pledged, assigned or transferred by the Lessee by voluntary act or by operation of law, or otherwise, except as specifically provided herein. The Lessee shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or subletting which may be made with such consent. The Lessee shall have the right, without notice to or consent of the Lessor, the Trustee or any owner of Bonds, to further sublease or permit the use of any specified portion of the Leased Property only to or for the benefit of any other "public bodies" (as such term is defined in the Act), the State of Utah or any other entities permitted as sublessees of a project now or hereafter permitted or authorized by the Act, including but not limited to Section 17D-2-403(1)(b) of the Act, but nothing herein contained shall be construed to relieve the Lessee from its obligation to pay Rentals as provided in this Lease or relieve the Lessee from any other obligations contained herein; *provided, however,* that no such assignment or sublease may be made if the use of the Leased Property by the assignee or sublessee will affect the validity of this Lease. Any such assignment, sublease or license shall require the assignee, sublessee or licensee to execute an acceptable attornment agreement with the Lessee and the Trustee and to assume all of the terms, covenants and agreements of the Lessee hereunder to the extent of the portion of the Leased Property so assigned, sublet or licensed; *provided, however,* that where portions of the Leased Property have been so assigned, sublet or licensed, the Lessee shall continue to be responsible for the payment of Rentals due under this Lease. The Lessor may execute any and all instruments necessary and proper in connection therewith. The Lessee hereby agrees (a) to direct all of its permitted sublessees, assignees and transferees to pay all rentals and other amounts due under any sublease, assignment or transfer permitted by this Section 10.01 directly to the Trustee for deposit into the Bond Fund and (b) to pay any of such amounts received by the Lessee directly to the Trustee for deposit into the Bond Fund.

Section 10.02. Assignments by Lessor in General Without Release of Liability. (a) The Lessor's obligations to perform under this Lease may be assigned in whole or in part by the Lessor, but the Lessor shall remain liable to perform hereunder, with notice to the Lessee as provided in Section 10.02(b) hereof; provided that such assignment (other than an assignment for security purposes or the assignment effected by the Indenture and the exercise of any remedies thereunder and any further assignment resulting from the exercise of any such remedies) may only be made to a public corporation or other public entity duly authorized by applicable law to perform the obligations as Lessor hereunder.

(b) No assignment or reassignment of any of the Lessor's right, title or interest in this Lease or the Leased Property shall be effective unless and until the Lessee shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. The Lessee hereby acknowledges receipt of the Indenture for purposes of this Section 10.02(b). During the term hereof, the Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary

to comply with Section 149 of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder.

I The Lessor may assign its rights, title and interest in and to this Lease and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease, in whole or in part, as herein provided. The Lessor, simultaneously with the execution of this Lease, has assigned this Lease and all Base Rentals and certain other sums (including any Additional Rentals payable pursuant to Section 4.01(b)(ix) hereof) due and to become due hereunder to the Trustee under the Indenture. Upon the execution and delivery of the Indenture, the Lessor therein gives written notice thereof to the Lessee, and all Base Rentals and certain other sums (including such Additional Rentals) due and to become due hereunder shall be paid to the Trustee when due and payable. Neither any purchaser of any of the Bonds nor the Trustee shall be bound or obligated to perform or see to the performance of any duty, covenant, condition or warranty (express or implied) made by the Lessor or required to be observed or performed by the Lessor under any of the terms hereof.

Section 10.03. Lessor's Assignment as a Whole and Release From Liability. Except as otherwise set forth in Section 10.04 hereafter, the rights, obligations and duties of the Lessor hereunder may be assigned as a whole and the Lessor may be released from its obligations hereunder only with the prior written consent of the Lessee and the Trustee, and then only upon assignment of the Lessor's interest herein to a public corporation or other entity duly authorized by applicable law to perform the obligations as Lessor hereunder.

Section 10.04. Replacement of the Lessor. If any event occurs which in the judgment of the Trustee materially impairs the ability of the Lessor to serve as lessor hereunder or as Issuer under the Indenture, the Trustee may replace the Lessor with such other entity as the Trustee deems appropriate so long as such successor entity is a public corporation or other public entity duly authorized by applicable law to perform the obligations as Lessor hereunder and as Issuer under the Indenture. In any such event, the Lessor being replaced shall cooperate with the Trustee in conveying title to the Leased Property and any and all other right, title and interest of the Lessor in, to and under the Lease and the Indenture to such successor entity as the Trustee may designate as provided herein.

Section 10.05. Subordination and Attornment. (a) This Lease and the Lessee's interest in the Leased Property and its interest as lessee hereunder shall at all times be subject and subordinate to the lien of the Indenture and the Deed of Trust and to all the terms, conditions and provisions thereof, whether now existing or hereafter created and without the need for any further act or agreement by the Lessee; *provided, however,* that so long as an Event of Default under the Indenture or an Event of Nonappropriation has not occurred and is then continuing this Lease shall remain in full force and effect notwithstanding such subordination or the Lessor's default in connection with the said lien, and the Lessee shall not be disturbed by the Lessor or the Trustee in its possession, use and enjoyment of the Leased Property during the term of the Lease or in the enjoyment of its rights hereunder. The Lessee shall not subordinate its interests hereunder or in the Leased Property to any other lien or encumbrance without the prior written consent of the Trustee. Any such unauthorized subordination by the Lessee shall be void and of no force or effect whatsoever.

(b) In the event of any sale, assignment or transfer of the Lessor's interest under this Lease or in the Leased Property, including any such disposition resulting from the Lessor's default under the said lien, the Lessee shall attorn to the Lessor's successor and shall recognize such successor as the Lessor under this Lease, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon such successor succeeding to the interest of the Lessor hereunder, and this Lease shall continue in accordance with its terms between the Lessee, as lessee, and such successor, as Lessor.

ARTICLE XI

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 11.01. Representations, Covenants and Warranties of the Lessee. The Lessee hereby represents, covenants and warrants for the benefit of the Lessor and the owners from time to time of the Bonds as follows:

(a) The Lessee has the power and authority to enter into the transactions contemplated by this Lease and the other Operative Agreements to which it is a party and to carry out its obligations hereunder and thereunder. The Lessee has been duly authorized to execute and deliver this Lease, and agrees that it will do or cause to be done all things necessary to preserve and keep this Lease (to the extent herein provided and subject to the limitations expressed herein, including but not limited to the limitations provided in Section 4.04 hereof) in full force and effect.

(b) The Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessee from entering into this Lease and the other Operative Agreements to which it is a party or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

I There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other agreement or instrument to which the Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Lease or any such other agreement or instrument or in connection with the carrying out by the Lessee of its obligations hereunder or thereunder have been obtained.

(d) The payment of the Rentals hereunder by the Lessee or any portion thereof is not, and will not (so long as the Lessee pays Rentals hereunder) be, directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business or (B)

payments in respect of such property or (ii) to be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used for a private business use, all within the meaning of Section 141(b) of the Code. No proceeds of the Bonds are to be used (directly or indirectly) to make or finance loans.

I The entering into and performance of this Lease or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Leased Property pursuant to, any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein or in the Indenture provided.

(f) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease, and the Lessee has complied with such public bidding requirements as may be applicable to this Lease.

(g) During the term hereof, the Leased Property will be used by the Lessee (except as otherwise permitted by Section 10.01 hereof) only for the purpose of performing one or more essential governmental or proprietary functions (including related functions) of the Lessee consistent with the permissible scope of the Lessee's authority. The use, occupancy and operation of the Leased Property is essential to the conduct of the Lessee's governmental operations to provide for the public health, welfare, safety and convenience of the Lessee and its inhabitants.

(h) The Lessee shall comply with all applicable laws, rules, regulations, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers, including, without limitation, all zoning and other laws that would be applicable to the Leased Property (other than public bidding laws which are inapplicable to the Leased Property or the letting of the Lease by virtue of Section 17D-2-108(2) of the Act) if it were not owned or occupied by a political subdivision of the State of Utah and with all reasonable rules, directions, requirements and recommendations of the local board of fire underwriters and other fire insurance rating organizations for the area in which the Leased Property are situated, pertaining to the Leased Property or the use, occupancy and operation thereof. The Lessee shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Leased Property which will contravene any policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability insurance.

(i) The Lessee has complied and shall continue to comply in all material respects with all legal requirements in relation to environmental quality, and the Lessee is not under investigation by any state or federal agency designed to enforce such legal requirements.

(j) All streets, easements, utilities and related services necessary for the operation of the Leased Property for its intended purpose are available to the boundaries of the Project Site.

(k) Until the termination of the Lessee's possessory rights under the Lease with the effect provided in Section 3.03 hereof, the Lessee shall (i) permit the agents or representatives of the Trustee or the Bondholders upon three (3) Business Days' notice to have reasonable access to and to examine its properties, books and records relating to the Leased Property and (ii) at the request of the Trustee or a Bondholder, furnish or cause to be furnished at the Lessee's expense to the Trustee or such Bondholder audited financial statements of the Lessee and such other information relating to the affairs of the Lessee as the Trustee or such Bondholder reasonably may request from time to time.

(l) Until the termination of the Lessee's possessory rights hereunder with the effect provided in Section 3.03 hereof, unless the Trustee or Bondholders shall otherwise consent in writing, the Lessee agrees not to:

(i) Create, incur, assume or permit to exist any mortgage, deed of trust, security interest (whether possessory or nonpossessory) or other encumbrance of any kind (including without limitation the charge upon property purchased under conditional sale or other title retention agreement) upon or on the Leased Property, other than (A) liens for taxes not delinquent or being contested as permitted hereunder; (B) mechanics', workmen's, materialmen's, landlords', carriers' or other like liens arising in the ordinary and normal course of business with respect to obligations which are not due or which are being contested hereunder; (C) liens in favor of the Trustee arising out of the transactions contemplated hereby; and (D) Permitted Encumbrances; or

(ii) Enter into or consent to any amendment of any of the documents contemplated hereby, except as may be permitted by the Indenture or this Lease.

(m) The Leased Property (i) is not in a 100-year flood plain and (ii) complies in all respects with applicable zoning, environmental and safety ordinances.

(n) If an Event of Nonappropriation has occurred, the Lessee shall not purchase, lease or rent buildings or building space for the Lessee's use for functions that are the same as or similar to those functions of the Project (as such term is defined in the Indenture) until all of the principal of and interest on the Series 2027 Bonds has been paid in full.

(o) The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants under any municipal leases, bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

Section 11.02. Representations, Covenants and Warranties of the Lessor. The Lessor hereby represents, covenants and warrants for the benefit of the Lessee and the owners from time to time of the Bonds as follows:

(a) The Lessor has the power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder and thereunder. The Lessor has been duly authorized to execute and deliver all of the Operative Agreements to which it is a party.

(b) The Lessor is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessor from entering into this Lease or any of the other Operative Agreements or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

I There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Lessor, nor to the best knowledge of the Lessor is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other agreement or instrument to which the Lessor is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessor of this Lease or any such other agreement or instrument or in connection with the carrying out by the Lessor of its obligations under this Lease or thereunder have been obtained.

(d) The Lessor holds a marketable fee simple title in the Project Site, which interest the Lessor has granted a security interest to the Trustee pursuant to the Indenture and the Deed of Trust as additional security for the payment of the principal of, and premium (if any) and interest on, the Bonds. The Lessor and the Lessee understand and agree that the Lessor shall have all right, title and interest in and to the Leased Property, the Indenture and the annually renewable leasehold interest of the Lessee and its option to purchase the Leased Property hereunder.

I The Lessor will not pledge the Base Rentals or any of its other rights hereunder and will not mortgage or encumber the Leased Property except as provided herein and under the Indenture. All property and moneys received by the Lessor from the Lessee will, so long as no Event of Nonappropriation or Event of Default has occurred and is then continuing, be applied for the benefit of the Lessee, and all property and moneys received by the Lessor hereunder and under the Indenture for the owner or owners of the Bonds will be applied for the benefit of such owner or owners.

(f) So long as the Lessee pays the Rentals hereunder, the payment of the Bonds or any portion thereof is not and will not be directly or indirectly (i) secured by any interest

in (A) property used or to be used for a private business or (B) payments in respect of such property or (ii) to be derived from payments (whether or not to the Lessor in its capacity as the Issuer) in respect of property, or business use, all within the meaning of Section 141(b) of the Code. No proceeds of the Series 2027 Bonds are to be used (directly or indirectly) to make or finance loans.

(g) If an Event of Nonappropriation has occurred, the Lessor shall not purchase, lease or rent buildings or building space for the Lessor's use for functions that are the same as or similar to those functions of the Project (as such term is defined in the Indenture) until all of the principal and interest on the Series 2027 Bonds has been paid in full.

(h) The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants under any municipal leases, bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

ARTICLE XII

AMENDMENTS

Section 12.01. Amendments, Changes and Modifications. (a) Except as otherwise expressly provided in Sections 12.01(b), 12.01(c) and 12.02 hereof, this Lease may not be amended, changed or modified without the prior written consent of the Trustee and the Registered Owners of the Bonds for the Series 2027 Bonds, all in accordance with the Indenture.

(b) So long as no Event of Default or Event of Nonappropriation has occurred hereunder and is then continuing, the Lessor and the Lessee may make, from time to time, without the consent of the Trustee or the owners of the Bonds, such modifications, alterations, amendments or additions to, or deletions from, the Project Site as the Lessor and the Lessee mutually agree to be necessary and desirable to facilitate the use and development by the Lessee, its successors, permitted sublessees and assigns, of the Project Site; *provided, however,* that the portion of the Project Site remaining subject to this Lease after any such modification, alteration, amendment to, or deletion from, the Project Site shall (i) be capable of being operated as a separate and independent functional unit without additional cost to the occupant, (ii) be a single legal parcel of land or a combination of contiguous legal parcels, (iii) include the Project Site located on the Project Site financed with the proceeds of sale of the Bonds or the replacement of such Project Site, (iv) have adequate access to and from public streets and easements for the maintenance of all utilities and (v) not be in violation of any applicable law, rule, regulation, ordinance, covenant or restriction relating thereto. The Lessor and the Lessee hereby further covenant not to agree to any modification, alteration, amendment or addition to or deletion from the Project Site which would reduce the fair rental value of the Leased Property remaining subject to this Lease (such value to be determined in each instance with reference to the value to the Lessee, as may be determined by the governing body of the Lessee, based upon its use of the Leased Property hereunder and not with reference to such value as may be applicable for a different use or by a different user of the Leased Property) below the Rentals payable under the Lease or otherwise adversely affect the purposes for which the Lessor acquired the Leased Property and for which the Lessee is leasing

the Leased Property pursuant to this Lease. Upon such modification, alteration, amendment or addition to or deletion from the Project Site, the Lessor and the Lessee shall execute and cause to be recorded an amendment to this Lease reflecting the release of such portion of the Project Site.

I Without the consent of the Trustee or the owners of the Bonds and if no Event of Default hereunder or under the Indenture shall have happened and be continuing, the Lessee may at any time or times grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in the Indenture, free from the lien of the Indenture, or the Lessee may release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration, and the Lessor agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver any such instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by an Authorized Lessee Representative requesting such instrument; (iii) a certificate executed by an Authorized Lessee Representative stating that such grant or release (A) is not detrimental to the proper conduct of the operations of the Lessee, and (B) will not impair the effective use or interfere with the operation of the Leased Property and will not materially weaken, diminish or impair the security intended to be given by or under the Indenture; (iv) written confirmation by an independent engineer or consultant of the conclusions stated in the certificate executed by an Authorized Lessee Representative as provided in clause (iii) of this subsection (c) of Section 12.01; and (v) prior written approval of the Bondowners of any action taken by the Trustee pursuant to this subsection (c) of Section 12.01.

(d) The release of any portion of the Project Site or any interests therein as herein provided shall not entitle the Lessee to any postponement, abatement or diminution of the Base Rentals or any other payments required to be paid hereunder.

Section 12.02. Amendments by Lessor and Lessee Only. This Lease may be amended at any time by written agreement of the Lessor and the Lessee (regardless of any assignments of the Lessor's interests), with the prior written consent of the Trustee and, only to the extent required by Article XIV of the Indenture, the Bondowners.

ARTICLE XIII

RIGHT OF ENTRY; LIENS; QUIET ENJOYMENT

Section 13.01. Right of Entry. The Lessor and the Trustee and their respective designated representatives shall have the right to enter upon the Leased Property during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the Lessor's rights or obligations under this Lease or (c) for all other lawful purposes.

Section 13.02. Liens. Except for payments made or required to be made under the Indenture, the Lessee shall pay or cause to be paid, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment alleged to have been furnished or to be furnished to or for, in, upon or about the Leased Property and which may be

secured by any mechanics', materialmen's or other lien against the Leased Property, or the Lessor's interest therein, and shall cause each such lien to be fully discharged and released; *provided, however,* that if the Lessee desires to contest in good faith any such lien, this may be done, and if such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, then and in any such event the Lessee shall forthwith pay and discharge said judgment, but in each instance only from moneys duly appropriated and legally available for such purpose.

Section 13.03. Covenant of Quiet Enjoyment. The parties hereto mutually covenant and agree that the Lessee, by keeping and performing the covenants and agreements herein contained, shall at all times during the term hereof, peaceably and quietly, have, hold and enjoy the Leased Property, subject to all Permitted Encumbrances.

ARTICLE XIV

EVENTS OF DEFAULT; REMEDIES

Section 14.01. Events of Default Defined. Any of the following shall be an *"Event of Default"* under this Lease:

(a) Failure by the Lessee to pay any Base Rentals required to be paid under Section 4.01(a) hereof with respect to the Bonds or failure by the Lessee to pay any Additional Rentals required to be paid under Section 4.01(b)(ix) hereof, in each case at the times specified therein as the respective due dates therefor; or

(b) Failure by the Lessee to pay any Additional Rentals (other than Additional Rentals required to be paid under Section 4.01(b)(ix) hereof) during the term of this Lease for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall be received by the Lessee from the Trustee; or

I Failure by the Lessee to vacate the Leased Property by the expiration of the Initial Term or any Renewal Term during which an Event of Nonappropriation occurs; or

(d) Failure by the Lessee to observe and perform any covenant, condition or agreement herein on its part to be observed or performed, other than as referred to in Section 14.01(a), 14.01(b) or 14.01(c) hereof, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Lessee by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; *provided, however,* that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected; or

I Any representation or warranty (i) made by the Lessee pursuant to Section 11.01 hereof or by the Lessor pursuant to Section 11.02 hereof or (ii) contained in

any certificate delivered in connection with this Lease, shall prove to have been false or misleading in any material respect when made; or

(f) The entry of an order or decree in any court of competent jurisdiction enjoining or restraining the development of the Project Site on the Project Site or enjoining, restraining or prohibiting the Lessee from consummating the transactions contemplated by this Lease, which order or decree is not vacated and which proceedings are not discontinued within sixty (60) days after the granting of such order or decree.

(g) The occurrence of any Event of Default as defined in the Indenture.

The foregoing provisions of this Section 14.01 are subject to the following limitations: (i) the obligations of the Lessee to make payments of the Base Rentals and the Additional Rentals shall be subject to the provisions of Section 4.09 of this Lease with respect to an Event of Nonappropriation; and (ii) if, by reason of *Force Majeure* (as such term is hereinafter defined), the Lessee shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations of the Lessee contained in Article IV hereof, the Lessee shall not be deemed in default during the continuance of such inability. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreement; *provided, however,* that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee. As used herein, the term *"Force Majeure"* shall mean, without limitation, the following: acts of God; strikes, lockouts or other disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the State of Utah or any of their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions; partial or entire failure or unavailability of utilities; or any other cause or event not within the control of the Lessee.

Section 14.02. Remedies on Default. (a) Upon the occurrence and continuance of any Event of Default hereunder or an Event of Nonappropriation, the Trustee as provided in Section 902 of the Indenture shall give notice to the Lessee to vacate the Leased Property immediately (but in no event earlier than the expiration of the Initial Term or the then current Renewal Term for which the Lessee has paid or appropriated moneys sufficient to pay all Rentals due for such Initial Term or Renewal Term, in the case of an Event of Nonappropriation) and shall, without any further demand or notice, (i) terminate this Lease or the Lessee's possessory rights hereunder (without otherwise terminating the Lease), re-enter the Leased Property and eject all parties in possession thereof therefrom, and relet the Leased Property, or then or at any time thereafter commence proceedings to foreclose on and liquidate, relet or sell the Leased Property in the manner permitted by law and as otherwise provided in the Indenture; (ii) exercise any of the remedies provided to the Trustee upon the occurrence of an Event of Default under the Indenture as the Trustee shall determine to be in the best interests of the Bondowners and as are consistent with the terms and provisions for the exercise of such remedies provided in the Indenture; or (iii) take any action at

law or in equity deemed necessary or desirable to enforce its and the Bondowners' rights with respect to the Leased Property and the Lessee.

(b) Upon the termination of the term of this Lease or the Lessee's possessory interests herein by reason of an Event of Nonappropriation or an Event of Default, all moneys then held in any fund or account under the Indenture and any Net Proceeds received on such foreclosure, liquidation, reletting or sale shall be held by the Trustee for the benefit of the owners of the Bonds (and applied from time to time as provided in Section 907 of the Indenture). Notwithstanding anything herein to the contrary, the Trustee shall be entitled to relet the Leased Property for such period as is necessary for the Trustee to obtain sufficient moneys to pay in full the principal of, and premium (if any) and interest on, the Bonds, and the obligations of the Trustee with respect to the owners of the Bonds and the receipt and disbursement of funds shall be continuing until the lien of the Indenture is discharged as provided in the Indenture except as a result of foreclosure.

I Any amount received by the Trustee in excess of the amount sufficient to pay in full the principal of, and premium (if any) and interest on, the Bonds, and the obligations of the Trustee with respect to the owners of the Bonds, and any other amounts payable under this Lease or the Indenture (including but not limited to reasonable attorney fees, expenses and costs) shall be paid to the Lessee.

Section 14.03. Surrender of Leased Property. Upon the occurrence and continuance of any Event of Default or Event of Nonappropriation, the Lessee shall immediately quit and surrender the Leased Property to the Trustee in the same condition in which it existed at the time of the initial use and occupancy thereof by the Lessee, ordinary wear and tear excepted.

Section 14.04. Limitations on Remedies. With the sole exception of the obligation of the Lessee to pay Base Rentals and Additional Rentals attributable to any period during which the Lessee shall actually use, occupy and operate the Leased Property, or for which the governing body of the Lessee has appropriated funds for such purpose, no judgment requiring the payment of money not subject to the lien of the Indenture may be entered against the Lessee by reason of any Event of Default or an Event of Nonappropriation under this Lease. In the event the term of this Lease is terminated as a result of an Event of Default or an Event of Nonappropriation, no deficiency judgment may be entered against the Lessee, except as otherwise expressly herein provided with respect to the Lessee's actual use, occupancy and operation of the Leased Property. Notwithstanding anything herein to the contrary, the Lessee shall not be under any obligation in respect to any creditors or security holders of the Lessor (including but not limited to the owners from time to time of the Bonds), and no remedy or other provision herein or in the Indenture provided shall be construed to provide any such remedy or to create or impose any such obligation.

Section 14.05. Remedies Cumulative. The rights and remedies given or reserved herein to the Lessor and the Trustee are and shall be deemed to be cumulative, and the exercise of any shall not be deemed to be an election excluding the exercise at any other time of a different or inconsistent right or remedy or the maintenance of any action either at law or in equity.

Section 14.06. Waiver. The delay or failure of the Lessor or the Trustee at any time to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise

any right, remedy, power or option herein granted or established by law, shall not be construed as an impairment of or a waiver or a relinquishment for the future of such covenant, right, remedy, power or option, but the same shall continue and remain in full force and effect, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred unless otherwise agreed. The receipt and acceptance by the Lessor or the Trustee of any Rentals, in whole or in part, with knowledge of the breach of any term, covenant or condition hereof, shall not be deemed a waiver of such breach, and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor and the Trustee.

Section 14.07. Curing Lessee's Breach. If the Lessee shall default in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under or by virtue of any of the terms of this Lease, the Trustee may (but shall not be obligated to do so) immediately, or at any time thereafter and without notice, and to the extent permitted by law, perform or cause to be performed the same for the account of the Lessee, and any sums paid or obligations incurred in connection therewith shall be deemed to be Additional Rentals hereunder and shall be paid by the Lessee to the Trustee for appropriate disbursement within fifteen (15) days of the rendering of any bill or statement to the Lessee therefor; *provided, however,* that nothing herein shall be construed to obligate the Lessee to pay any such Additional Rentals from any funds other than moneys legally available and appropriated for such purpose.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

If to the Lessor:

Local Building Authority of Woods Cross City, Utah
1600 East Woods Cross Drive,
Woods Cross, Utah 84405
Attention: Secretary

If to the Lessee:

Woods Cross City, Utah
1600 East Woods Cross Drive,
Woods Cross, Utah 84405
Attention: City Recorder

A duplicate copy of any such notice shall also be served upon the Trustee as herein provided to its address at [Trustee Address], Attention: Corporate Trust Department.

Section 15.02. Governing Law. This Lease is made in the State of Utah under the Constitution and laws of such State and is to be so construed.

Section 15.03. Lessee's Obligation to Operate. The Lessee shall be obligated to use, occupy and operate the Leased Property so as to afford to the public the benefits contemplated by this Lease and to permit the Lessor and the Trustee to carry out their respective covenants to the owners of the Bonds.

Section 15.04. Execution in Counterparts. This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease, and it is also understood and agreed that separate counterparts of this Lease may be separately executed by the Lessor and the Lessee, all with the same full force and effect as though the same counterpart had been executed simultaneously by the Lessor and the Lessee.

Section 15.05. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Lease, or the application thereof to any person or circumstance, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease, and the application thereof to other persons or circumstances, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

Section 15.06. Successors and Assigns; Third Party Beneficiaries. (a) This Lease and the covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

(b) This Lease is executed in part to induce the purchase by others of the Bonds, and for the further securing of the Bonds, and, accordingly, as long as any Bonds are outstanding, all respective covenants and agreements of the parties herein contained are hereby declared to be for the benefit of the owners from time to time of the Bonds, but may be enforced by or on behalf of such owners only in accordance with the provisions of the Indenture. The Lease shall not be deemed to create any right in any person who is not a party (other than the permitted successors and assigns of a party) and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto), except in each case the owners from time to time of the Bonds and the Trustee .

Section 15.07. Limitation of Warranty. The Lessor makes no warranties except those warranties or representations expressly made by the Lessor in this Lease or other documents related to the issuance of the Bonds.

Section 15.08. Captions and Headings. The captions and headings used throughout this Lease are for convenience of reference only, and the words contained therein shall not be deemed

to affect the meaning of any provision or the scope or intent of this Lease, nor in any way affect this Lease.

Section 15.09. "Net Lease". This Lease shall be deemed and construed to be a "net lease," and the Lessee hereby agrees that the Rentals provided for herein shall be an absolute net return to the Lessor free and clear of any expenses, charges or setoffs whatsoever, except as otherwise specifically provided herein.

Section 15.10. Provision for Payment. Any payment or prepayment by the Lessee shall be deemed made if sufficient Government Obligations or United States Obligations (as each such term is defined in Article VII of the Indenture) shall have been deposited with the Trustee as provided in the Indenture; provided that notice of the exercise of the Lessee's right of prepayment and the corresponding redemption of Bonds shall have been duly given in case of any redemption as provided in the Indenture. Such Government Obligations or United States Obligations shall be sufficient only if they are not redeemable at the option of the issuer thereof prior to maturity and if they mature and bear interest at such times and in such amounts as will assure sufficient cash to pay such payment or prepayment when due and otherwise comply with the requirements specified in Article VII of the Indenture.

Section 15.11. Action by the Lessee. Whenever it is herein provided or permitted for any action to be taken by the Lessee, such action may be taken by an Authorized Lessee Representative hereunder unless the context clearly indicates otherwise.

(*Signature page follows.*)

IN WITNESS WHEREOF, the Lessor and the Lessee have caused their respective names to be signed hereto by their respective officers hereunto duly authorized, all as of the day and year first above written.

LESSOR:

LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH

By _____
President

ATTEST:

By _____
Secretary

LESSEE:

WOODS CROSS CITY, UTAH

By _____
Mayor

COUNTERSIGN AND ATTEST:

By _____
City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On the _____ day of [Closing Month], 2027, [Mayor] and [City Recorder] personally appeared before me and did say that they are the Mayor of the City and City Recorder, respectively, of Woods Cross City, Utah, the governmental body described in, and which executed, the foregoing instrument, and that such instrument was signed on behalf of the City by such officers, by authority of a duly adopted resolution of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

_____
NOTARY PUBLIC
Residing at: _____, Utah

STATE OF UTAH)
: SS.
COUNTY OF DAVIS)

On the _____ day of [Closing Month], 2027, [Mayor] and [City Recorder] personally appeared before me and did say that they are the President and Secretary, respectively, of the Local Building Authority of Woods Cross City, Utah, the Utah nonprofit corporation described in, and which executed, the foregoing instrument, and that such instrument was signed on behalf of such corporation by such officers by authority of its bylaws and a duly adopted resolution of its Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

_____
NOTARY PUBLIC
Residing at: _____, Utah

SCHEDULE I

SCHEDULE OF BASE RENTAL PAYMENTS

[Insert from final numbers]

SCHEDULE II

PURCHASE OPTION PRICE SCHEDULE

On any date the Purchase Option Price shall be equal to the principal amount of the Series 2027 Bonds to be redeemed plus accrued interest on such bonds to the date of redemption.

EXHIBIT A

DESCRIPTION OF REAL ESTATE

The tracts of land constituting the Project Site are located in Davis County, State of Utah, and are more particularly described as follows:

EXHIBIT B

[FORM OF NOTICE OF EXTENSION OF TERM OF LEASE]

[TRUSTEE], as Trustee
under an Indenture of Trust dated as of [Document Date], 2027, from the Local Building Authority of
Woods Cross City, Utah
[Trustee Street Address]
Salt Lake City, Utah 84101
Attention: Corporate Trust Services

Pursuant to Section 3.01 of that certain Master Lease Agreement, dated as of [Document Date], 2027 (the *"Lease"*), between the Local Building Authority of Woods Cross City, Utah and Woods Cross City, Utah (the *"Lessee"*), the Lessee hereby declares that it has extended the term of the Lease for the Renewal Term (as defined in the Lease) commencing _____ 1, _____ and ending _____ 30, _____.

The Lessee met in regular public session on _____ and appropriated funds in the total amount of $_____ sufficient for the purpose of paying the Base Rentals and reasonably estimated Additional Rentals (as such terms are defined in the Lease) calculated as provided in Section 4.01(b) of the Lease, to become due during the aforementioned Renewal Term. Of the total amount appropriated, $_____ was appropriated for the purpose of paying Base Rentals and $_____ was appropriated for the purpose of paying reasonably estimated Additional Rentals.

DATED this ____ day of _____, 20___.

WOODS CROSS CITY, UTAH

By_____
Authorized Lessee Representative

EXHIBIT C

INDENTURE OF TRUST

INDENTURE OF TRUST

Dated as of [Document Date], 2027

LOCAL BUILDING AUTHORITY OF
WOODS CROSS CITY, UTAH

(Trustor and Debtor)

TO

[TRUSTEE],
as Trustee (Trustee and Secured Party)

Authorizing the Issuance of and Securing $[Principal Amount] Lease Revenue Bonds, Series 2027, of the Local Building Authority of Woods Cross City, Utah.

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but is only for convenience of reference.)

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EXHIBIT A — Legal Description of the Project Site
EXHIBIT B — Form of Written Requisition
EXHIBIT C — Form of Deed of Trust

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of [Document Date], 2027 (the or this *"Indenture"*), by and between the Local Building Authority of Woods Cross City, Utah, a Utah nonprofit corporation (the *"Issuer"*), whose mailing address is located at [Address], Woods Cross, Utah, [Zip], acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of Woods Cross City, Utah, and [Trustee], as Trustee (the *"Trustee"*), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out, whose mailing address and principal corporate trust office are located at [Trustee Address],

WITNESSETH:

WHEREAS, Woods Cross City, Utah (the *"City"*) has organized the Issuer solely for the purpose of (a) accomplishing the public purposes for which the City exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City are 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 (b) financing the costs of such projects on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the *"Act"*);

WHEREAS, the Act provides that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act) or refunding such bonds, and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed with the proceeds of the sale of such bonds and may be secured by (a) a mortgage or deed of trust (as such term is defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer;

WHEREAS, the City desires the Issuer to purchase certain tracts of land located in Woods Cross, Utah, and more particularly described in *Exhibit A* attached hereto for the acquisition, construction and improvement of a [Project] (the *"Project Site"* or the *"Leased Property"*);

WHEREAS, the Issuer and the City will, simultaneously with the execution and delivery of this Indenture, enter into that certain Master Lease Agreement, dated as of [Document Date], 2027 (the *"Master Lease"*), pursuant to which the Issuer has agreed to fund certain costs to acquire and improve the Project Site and to lease the Project Site to the City on the terms and conditions set forth therein;

WHEREAS, pursuant to and in accordance with the provisions of the Act, by resolution of the Board of Trustees of the Issuer, the Issuer has determined (a) to issue its $[Principal Amount] aggregate principal amount of Local Building Authority of Woods Cross City, Utah, Lease Revenue Bonds, Series 2027 (the *"Series 2027 Bonds"*), to provide funds for the purpose of acquiring the Project Site and (b) to lease the Leased Property to the City in consideration of certain base rentals and additional rentals to be paid as hereinafter described which will be sufficient (so long as the City extends the term of the Master Lease for each successive one-year renewal term) to pay the principal of, and premium, if any, and interest on, the Series 2027 Bonds and certain other costs and expenses as hereinafter described;

WHEREAS, the execution and delivery of this Indenture and the Master Lease and the issuance of the Series 2027 Bonds under the Act have been in all respects duly and validly authorized by resolution duly passed and approved by the Board of Trustees of the Issuer subject to approval of the issuance of the Series 2027 Bonds and the terms thereof by resolution duly passed and approved by the governing body of the City;

WHEREAS, pursuant to and in accordance with the provisions of the Act, by resolution duly adopted by the governing body of the City, the City has heretofore approved the issuance of the Series 2027 Bonds and the terms thereof;

WHEREAS, the proceeds of sale of the Bonds are to be held hereunder and applied by the Trustee in accordance with the terms hereof, including, to the extent provided herein, for the acquisition and improvement of the Leased Property in accordance with the terms hereof and of the Master Lease;

WHEREAS, the Series 2027 Bonds and the Trustee's certificate of authentication to be endorsed thereon are to be in substantially the following form, and any Additional Bonds and the Trustee's certificate of authentication thereon are also to be in substantially the following form (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

[FORM OF SERIES 2027 BOND]

REGISTERED REGISTERED

UNITED STATES OF AMERICA
STATE OF UTAH

LOCAL BUILDING AUTHORITY OF
WOODS CROSS CITY, UTAH
LEASE REVENUE BOND, SERIES 2027

NUMBER R- $_____

INTEREST RATE	MATURITY DATE	DATED DATE
_____%	_____	_____

REGISTERED OWNER: [PURCHASER]

PRINCIPAL AMOUNT: ----------DOLLARS----------

KNOW ALL MEN BY THESE PRESENTS that the Local Building Authority of Woods Cross City, Utah, a Utah nonprofit corporation (the *"Issuer"*), acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of Woods Cross City, Utah (the *"Lessee"*), for value received, hereby promises to pay, but only from the Trust Estate as provided in the General Indenture of Trust, dated as of [Document Date], 2027 (the *"Indenture*"), between the Issuer and [Trustee], to the Registered Owner identified hereon, or registered assigns, on the maturity date specified hereon the principal amount specified hereon (the *"Principal Amount"*), and in like manner to pay to the Registered Owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid from the dated date specified above (the *"Dated Date"*), at the rate specified hereon (calculated on the basis of a year of 360 days consisting of twelve 30-day months) on [First Payment Date] and [Second Payment Date] of each year, commmencing [Interest Commencement Date] until payment in full of the Principal Amount, except as the provisions set forth in the Indenture with respect to redemption prior to maturity may become applicable hereto, and to pay interest on overdue principal of and interest on this Bond at the interest rate borne by this Bond. The principal of and premium, if any, on this Bond shall be payable upon presentation and surrender hereof at the principal corporate trust office of the Trustee in Salt Lake City, Utah, or the principal corporate trust office of its successor, and interest on this Bond shall be paid to the Registered Owner as of the close of business on the fifteenth day preceding each Bond Interest Payment Date (the *"Regular Record Date"*) and shall be paid by wire or by check or draft drawn on the Trustee or its successor and mailed on the Bond Interest Payment Date to the Registered Owner hereof at the address on the Register or at such other address as is furnished to the Trustee in writing by the Registered Owner hereof prior to the Regular Record Date. Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Registered Owner hereof as of the close of business on the Regular Record Date and shall be payable to the person who is the Registered Owner hereof as of the close of business on a Special Record Date for the payment of any such interest. The principal of, and premium, if any, and interest on, the Bonds shall be paid in lawful money of the United States of America.

This Bond is one of a series of Bonds (the *"Series 2027 Bonds"*), limited in aggregate principal amount to $[Principal Amount], issued or to be issued under and by virtue of the Local Building Authority Act, Chapter 2 of Title 17D, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (collectively, the *"Act"*), and under and pursuant to, and equally and ratably with the other Bonds of such series secured by, the Indenture of Trust, dated as of [Document Date], 2027 (the *"Indenture"*), between the Issuer and the Trustee for the purpose of acquiring certain real property

described in *Exhibit A* to the Indenture (the *"Project Site"*) for the acquisition, construction and improvement of a [Project].

As provided in the Indenture, the Issuer may hereafter issue Additional Bonds from time to time under certain terms and conditions contained therein, and, if issued, such Additional Bonds will rank *pari passu* with the Series 2027 Bonds. The Series 2027 Bonds and any Additional Bonds are herein referred to collectively as the *"Bonds."*

Pursuant to the Indenture, the Issuer covenanted to mortgage, assign and pledge to the Trustee for the benefit of the owners of the Bonds all of its right, title and interest in and to the Project Site (as defined in the hereinafter defined Lease) and the Lease. Copies of the Indenture are on file at the principal corporate trust office of the Trustee in Salt Lake City, Utah, and reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds, a description of the pledges and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledges, the rights with respect thereto, a description of the property mortgaged, the issuance of Additional Bonds and the other terms and conditions upon which the Bonds are or may be issued and secured, to all of the provisions of which the owner hereof, by the acceptance of this Bond, does hereby assent and agree.

Under that certain Master Lease Agreement, dated as of [Document Date], 2027 (the *"Lease"*), the Leased Property has been leased by the Issuer to the Lessee, and the Lessee has agreed to pay directly to the Trustee (as assignee of the Issuer) the base rental payments (the *"Base Rentals"*) in consideration of the Lessee's right to use, occupy and operate the Leased Property. In addition to the Base Rentals, the Lessee has agreed to make certain other payments (the *"Additional Rentals"*) sufficient to pay the fees and expenses of the Trustee, certain insurance premiums, taxes, utility charges, costs of maintenance and repair and other expenses expressly required to be paid by the Lessee under the Lease.

The term of the Lease is subject to annual renewal with respect to the rights and obligations of the Lessee. The obligation of the Lessee to pay the Base Rentals and the Additional Rentals (collectively, the *"Rentals"*) under the Lease will terminate in the event that the governing body of the Lessee fails or refuses to appropriate, specifically with respect to the Lease, moneys sufficient to pay all the Base Rentals and reasonably estimated Additional Rentals for the next succeeding renewal term of the Lease or in the event of the unavailability of such moneys for such purpose for any other reason. In the event that the term of the Lease is terminated as to the Lessee's possessory rights in the Leased Property as a result of the occurrence of any event described in the foregoing sentence (herein referred to as an *"Event of Nonappropriation"*) or is terminated by reason of the occurrence of an Event of Default (as defined in the Lease), the principal of and interest on the Bonds will be payable from such moneys, if any, as may be available for such purpose, including any moneys received by the Trustee from foreclosure on and liquidation, reletting or sale of the Leased Property as provided in the Indenture. Under certain circumstances, the principal of and interest on the Bonds may also be payable from the net proceeds of title or casualty insurance policies, performance bonds of contractors or condemnation awards, or the net proceeds received as a consequence of defaults or breaches of warranty under construction contracts with respect to the Leased Property.

The Bonds are issuable solely as fully-registered Bonds, without coupons, in denominations of $100,000 or any integral multiple of $1,000 in excess of $100,000 (*"Authorized Denominations"*). The Series 2027 Bonds shall be numbered with the letter prefix "R-" and from one (1) consecutively upwards in order of issuance.

This Bond is transferable, as provided in the Indenture, only upon the Register, by the Registered Owner hereof in person or by such owner's attorney duly authorized in writing upon surrender of this Bond to the Trustee together with a duly executed written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or such duly authorized attorney. Upon such transfer, a new Bond or Bonds of the same aggregate principal amount and Series, designation, maturity and interest rate as the surrendered Bond, will be issued to the transferee in exchange therefor, all subject to the terms and conditions set forth in the Indenture. The Issuer, the Trustee and any paying agent and registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond is overdue, for the purpose of receiving payment of or on account of principal or redemption price hereof and interest due hereon and for all other purposes, and neither the Issuer, the Trustee nor any paying agent and registrar shall be affected by any notice to the contrary.

The Series 2027 Bonds shall be subject to redemption at the option of the Issuer in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, as provided in the Indenture.

Upon the termination of the Lessee's possessory interests in the Leased Property under the Lease by reason of the occurrence of an Event of Nonappropriation or an Event of Default, the Trustee shall give notice to the Lessee to vacate the Leased Property immediately (but in no event earlier than the expiration of the Initial Term or the then current Renewal Term for which the Lessee has paid or appropriated moneys sufficient to pay all Rentals due for such Initial Term or Renewal Term, in the case of an Event of Nonappropriation) and shall have the right, at its option, without any further demand or notice, (a) to terminate the Lease or the Lessee's possessory rights thereunder (without otherwise terminating the Lease), re-enter the Leased Property and eject all parties in possession thereof therefrom and relet the Leased Property or then or at any time thereafter commence proceedings for the foreclosure on and liquidation, reletting or sale of the Leased Property in the manner permitted by law and as otherwise provided in the Indenture, subject to the Trustee giving preference to those lessees or buyers whose use or ownership of the Leased Property would preserve the excludability from gross income for federal income tax purposes of interest on the Bonds; (b) to exercise any of the remedies provided to the Trustee upon the occurrence of an Event of Default under the Indenture, as the Trustee shall determine to be in the best interests of the Bondowners and as are consistent with the terms and provisions for the exercise of such remedies provided in the Indenture, including but not limited to the exercise of such remedies as the Trustee may be entitled to as a secured party under the Utah Uniform Commercial Code, to the extent applicable; or (c) to take any action at law or in equity deemed necessary or desirable to enforce its and the Bondowners' rights with respect to the Leased Property and the Lessee. All moneys then held in any fund or account under the Indenture shall be held by the Trustee for the benefit of the owners of the Bonds. The net proceeds received on such foreclosure, liquidation, reletting or sale and such other moneys shall be applied as provided in the Indenture. ONCE FORECLOSED, THE BONDOWNER SHOULD NOT ANTICIPATE THAT IT WILL

BE POSSIBLE TO LIQUIDATE, RELET OR SELL THE LEASED PROPERTY AFTER THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION OR AN EVENT OF DEFAULT FOR AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING PLUS ACCRUED INTEREST THEREON.

EXCEPT FOR THE SECURITY PROVIDED BY THE INDENTURE, THIS BOND AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON SHALL BE PAYABLE SOLELY OUT OF BASE RENTALS RECEIVED BY THE TRUSTEE (AS ASSIGNEE OF THE ISSUER) UNDER THE LEASE. NOTHING HEREIN SHALL BE CONSTRUED AS REQUIRING THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION OF THE STATE OF UTAH TO PAY THIS BOND OR THE PREMIUM (IF ANY) OR INTEREST HEREON OR TO APPROPRIATE ANY MONEY TO PAY THE SAME. PURSUANT TO SECTION 17D-2-905 OF THE ACT, THE ISSUER HAS SECURED THIS BOND AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON BY THE INDENTURE, PURSUANT TO WHICH THE MONEYS IN CERTAIN FUNDS AND ACCOUNTS CREATED THEREBY ARE PLEDGED TO THE PAYMENT OF THIS BOND AND THE PREMIUM, IF ANY, AND INTEREST HEREON, TOGETHER WITH ALL OTHER SECURITY PROVIDED IN ACCORDANCE WITH THE INDENTURE INCLUDING A MORTGAGE LIEN ON THE LEASED PROPERTY AND ON THE LEASEHOLD ESTATE CREATED UNDER THE LEASE AND ASSIGNMENT OF THE MASTER LEASE. NEITHER THIS BOND NOR THE INTEREST HEREON SHALL CONSTITUTE OR GIVE RISE TO A GENERAL OBLIGATION OR LIABILITY OF, OR A CHARGE AGAINST, THE GENERAL CREDIT OR TAXING POWER OF THE LESSEE, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION OF THE STATE OF UTAH. THE ISSUER HAS NO TAXING POWER.

THE OBLIGATION OF THE LESSEE TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE LESSEE TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE LESSEE, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE BONDS NOR THE EXECUTION AND DELIVERY OF THE LEASE DIRECTLY OR CONTINGENTLY OBLIGATES THE LESSEE TO APPROPRIATE ANY MONEY TO PAY RENTALS UNDER THE LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE LESSEE'S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE LESSEE TO THE EXTENT PROVIDED IN THE LEASE) TO PAY ANY RENTALS DUE TO THE ISSUER UNDER THE TERMS OF THE LEASE. NO PERSON EXECUTING THE BONDS OR THE LEASE SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS OR THE EXECUTION OF THE LEASE.

This Bond is issued with the intent that the laws of the State of Utah shall govern its legality, validity, enforceability and construction.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution or statutes of the State of Utah and by the Act and the Indenture to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the issue of the Series 2027 Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

Unless defined herein, all capitalized terms used in the Bond shall have the meanings assigned to such terms in the Indenture.

IN WITNESS WHEREOF, the Local Building Authority of Woods Cross City, Utah has caused this Bond to be signed in its name and on its behalf by its President and attested by its Secretary, all as of the Dated Date.

LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH

By _____
President

ATTEST:

_____
Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture and is one of the Lease Revenue Bonds, Series 2027, of the Local Building Authority of Woods Cross City, Utah.

[TRUSTEE],
as Trustee

By _____
Authorized Officer

Date of registration and authentication: _____, 2027.

Bond Registrar and Paying Agent:

[Trustee]
[Trustee Street Address]
[Trustee City, State, Zip]

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_____ Custodian _____
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Transfers to Minors Act of _____ (State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Assignee

_____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of the LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH, and hereby irrevocably constitutes and appoints _____
attorney to register the transfer of the Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____ SIGNATURE: _____

SIGNATURE GUARANTEED:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid and binding trust instrument have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the owners thereof, the sum of Ten Dollars lawful money of the United States of America to it duly paid by the Trustee at or before the execution and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, and premium, if any, and interest on, the Bonds outstanding hereunder from time to time, according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, transfer, convey, assign, pledge and hypothecate unto the Trustee, its successors in trust and assigns, forever, and grants to the Trustee, its successors in trust and assigns, forever, a security interest in, all of the following described properties, rights, interests and privileges (hereinafter sometimes collectively referred to as the *"Trust Estate"*):

GRANTING CLAUSE FIRST

The right, title and interest of the Issuer in and to the real estate situated in Davis, State of Utah, as more particularly described in *Exhibit A* attached hereto, TOGETHER WITH (a) the entire interest of the Issuer in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon such real estate, including all right, title and interest of the Issuer, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on any of said real estate or in any building, structure or improvement now or hereafter standing on said real estate, which are classified as fixtures under applicable law and which are used in connection with the operation, maintenance or protection of said buildings, structures and improvements as such, whether or not the same are used in connection with the operation of any business conducted upon any of said real estate, and the reversion or reversions, remainder or remainders, in and to any of said real estate, and together with the entire interest of the Issuer in and to all and singular the tenements, hereditaments, easements, rights-of-way, rights, privileges and appurtenances to said real estate, belonging or in any wise appertaining thereto, including without limitation the entire right, title and interest of the Issuer in, to and under any streets, ways, alleys, gores or strips of land adjoining said real estate, and all claims or demands whatsoever of the Issuer either in law or in equity, in possession or expectancy of, in and to said real estate, it being the intention of the parties hereto that, so far as

may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by the Issuer and is affixed or attached or annexed to said real estate, shall be and remain or become and constitute a portion of said real estate and the security covered by and subject to the lien of this Indenture, and together with all rents, income, revenues, issues and profits thereof, and the present and continuing right to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, issues and profits arising therefrom or in connection therewith; (b) all appurtenances, easements, water and water rights belonging to or used upon or in connection with said real estate (however represented), pumps, pumping plants, pipes, flumes and ditches, rights-of-way and other rights used in connection therewith or as a means of access thereto, whether now or hereafter owned or constructed or placed thereupon; (c) all the equipment acquired by the Issuer with the proceeds of the Bonds and constituting a part of the Project Site and any other interest in personal property hereafter acquired by the Issuer for use in connection with the Project Site, together with all additions thereto and replacements, renewals and substitutions therefore; (d) all the estate, interest, right, title, property or other claim or demand of every nature whatsoever in and to the Trust Estate, including specifically, but without limitation, all deposits made with or other security given to utility companies by the Issuer with respect to the Trust Estate and claims or demands relating to insurance or condemnation awards which the Issuer now has or may hereafter acquire, including all advance payments of insurance premiums made by the Issuer with respect thereto; and (e) all right, title and interest of the Issuer in and to all ground leases, leases, subleases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person, corporation or business or governmental entity has agreed to pay money or any consideration for the use, possession or occupancy of the premises hereby conveyed or subject to the lien hereof, or any part or portion thereof or space therein, and all rents, income, profits, benefits, advantages and claims against guarantors under any of the foregoing, for the benefit of the Registered Owners.

GRANTING CLAUSE SECOND

All right, title, interest, estate, claims and demands of the Issuer in and to the Revenues and as lessor in, to and under the Master Lease, including any and all extensions or renewals of the term thereof, together with all rights, powers, privileges, options and other benefits of the Issuer as lessor under the Master Lease, including, without limitation:

(a) the immediate and continuing right to receive and collect all Base Rentals, for the benefit of the Registered Owners, Additional Rentals (if any) payable pursuant to Section 4.01(b)(ix) of the Master Lease, amounts to be paid into the Bond Fund pursuant to Section 9.01 of the Master Lease from rentals or other payments by permitted sublessees, assignees and transferees, insurance proceeds (including any moneys derived from any self-insurance program), condemnation awards, performance bonds, proceeds from any foreclosure on the Leased Property or liquidation, reletting or sale of the Leased Property, and other payments, tenders and security now or hereafter payable or receivable by the Issuer under the Master Lease pursuant thereto; and

(b) the right to take such action upon the occurrence of an Event of Default or an Event of Nonappropriation with respect to the Master Lease or an event which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default or an

Event of Nonappropriation with respect to the Master Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Master Lease or by law, and to do any and all other things whatsoever which the Issuer or any lessor is or may be entitled to do under the Master Lease;

it being the intent and purpose hereof that the assignment and transfer to the Trustee of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Trustee shall have the right to collect and receive all Revenues, Base Rentals, and any other sums payable under the Master Lease (except Additional Rentals, other than Additional Rentals payable pursuant to Section 4.01(b)(ix) of the Master Lease) and other moneys receivable with respect to the leasing, use, occupancy and operation of the Leased Property, all for application in accordance with the provisions hereof at all times during the period from and after the date of this Indenture, for the benefit of the Registered Owners, until the Interests Hereby Secured have been fully paid and discharged; *provided, however*, that the assignment made by this Clause shall not impair or diminish any obligation of the Issuer under the provisions of the Master Lease.

GRANTING CLAUSE THIRD

The Funds (as hereinafter defined), including moneys and obligations therein, held by the Trustee (except moneys or obligations deposited with or paid to the Trustee for payment or redemption of Bonds that are deemed no longer to be outstanding hereunder), for the benefit of the Registered Owners, pursuant to the terms of this Indenture.

GRANTING CLAUSE FOURTH

Any and all other moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone in its behalf or with its written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same for the benefit of the Registered Owners subject to the terms hereof.

To the extent that the Trust Estate is not comprised of real property, this Indenture constitutes or shall be treated as constituting a security agreement, so that the Trustee shall have and may enforce a security interest to secure payments of all sums due or to become due under this Indenture in any or all of the aforesaid fixtures, accessions, machinery, equipment, tangible personal property, accounts, contract rights and general intangibles and other articles of property, real, personal and mixed, now owned or hereafter acquired, in addition to, but not in limitation of the lien upon the same as part of the realty imposed by the foregoing provisions hereof, such security interest to attach at the earliest moment permitted by law.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said Trust Estate and assigns forever;

SUBJECT, HOWEVER, to Permitted Encumbrances (as defined in Article I hereof);

EXCEPTED PROPERTY

There is, however, expressly excepted and excluded from the lien and operation of this Indenture the following described property of the Issuer, now owned or hereafter acquired (herein sometimes referred to as *"Excepted Property"*): Property installed by the Lessee or by any sublessee or licensee of the Lessee as provided in Section 8.03 of the Master Lease; and

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2027 Bonds and Additional Bonds, if any, from time to time, issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2027 Bonds over any of the others of the Bonds, except as expressly provided herein;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Series 2027 Bonds and the interest and premium, if any, due or to become due thereon at the times and in the manner mentioned in the Series 2027 Bonds according to the true intent and meaning thereof from Base Rentals received under the Master Lease and otherwise from the Trust Estate hereunder, and shall cause the payments to be made into the Bond Fund as required under Article IV hereof from Base Rentals received under the Master Lease and otherwise from the Trust Estate hereunder, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments and subject to the next succeeding paragraph this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the Base Rentals, revenues and receipts, hereby assigned or pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and the respective owners, from time to time, of the Series 2027 Bonds as follows:

ARTICLE I

DEFINITIONS

All words and phrases defined in Article I of the Master Lease shall have the same meaning when used in this Indenture. In addition, the following words and phrases shall have the following meanings for all purposes of this Indenture:

"Acquisition" (and other forms of the word *"acquire"*), when used with respect to any portion of the Project, shall mean and include, without limitation, the acquisition, construction, installation, improvement, renovation and extension of the Project in accordance with the applicable Project Documents.

"Acquisition Fund" shall mean the fund created by Section 407 hereof.

"Act" shall mean the Local Building Authority Act, being Chapter 2 of Title 17D, Utah Code Annotated 1953, as amended.

"Additional Bonds" shall mean additional parity Bonds authorized to be issued by the Issuer pursuant to the terms and conditions of Section 213 hereof.

"Authorized Denominations" shall mean denominations of $100,000 or any integral multiple of $1,000 in excess of $100,000.

"Base Rental Payment Dates" shall mean each and every date on which any Base Rentals are payable pursuant to the Master Lease.

"Base Rentals" shall mean the total of the amounts payable by the Lessee as Base Rentals pursuant to Section 4.01(a) of the Master Lease.

"Bond" or *"Bonds"* shall mean one or more of the Series 2027 Bonds of the Issuer to be issued hereunder and, unless the context otherwise indicates, any Additional Bonds authenticated and delivered from time to time hereunder.

"Bond Fund" shall mean the fund created by Section 402 hereof.

"Bond Interest Payment Dates" shall mean [First Payment Date] and [Second Payment Date] of each year so long as any of the Bonds are outstanding, commmencing [Interest Commencement Date].

"Bondowner", *"owner of Bonds", "Owner(s)"* or *"Registered Owner"*, or any similar term, shall mean the Person in whose name a Bond is registered in the Register.

"Bond Payment Date" shall mean a Bond Interest Payment Date and/or a Bond Principal Payment Date.

"Bond Principal Payment Dates" shall mean [Closing Date] of each year so long as any Bonds are outstanding, commmencing [Interest Commencement Date].

"Business Day" shall mean any day except a Saturday, Sunday or other day on which banks in The City of New York, New York or Salt Lake City, Utah are authorized to close.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and any applicable regulations thereunder.

"Costs of Acquisition" with respect to the Project shall mean those items authorized by Section 17D-2-102(10) of the Act which the Lessee, in its own capacity, or in its capacity as agent to the Issuer pursuant to the Agency Agreement, or the Issuer has paid or shall be required to pay under the terms of any contract or contracts for the Project and the financing thereof and all expenses preliminary and incidental thereto incurred by the Issuer or the Lessee (as such agent) in connection therewith and with the issuance of the Bonds, including but not limited to the following:

(a) obligations of the Lessee or the Issuer incurred for labor, materials and equipment in connection with the Project;

(b) the cost of performance or other bonds and any and all types of insurance (including but not limited to title insurance) that may be necessary or appropriate to have in effect during the course of the Project;

(c) all costs of planning and designing the Project, including architectural, planning, engineering, legal and fiscal advisors' fees and the costs incurred by the Lessee or the Issuer for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper and timely completion of the Project, including costs of preparing and securing all Project Documents and site preparation;

(d) all Costs of Issuance;

(e) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a Project Contract;

(f) the cost of equipment and furnishings for the Project and all other costs authorized by the Act which are considered to be a part of the costs of the Project in accordance with generally accepted accounting principles;

(g) any sums required to reimburse the Issuer or the Lessee for advances by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to a capital account in respect of the Project, including sums required to reimburse the Issuer or the Lessee for advances for costs incurred pursuant to clause (i) hereafter;

(h) such amounts as the governing body of the Issuer shall find to be necessary to provide necessary working capital in connection with the Project, which amounts under this clause (h) shall not exceed $250,000 in the aggregate; and

(i) all other amounts which shall be required to be paid under the terms of any Project Contract so long as such amounts are authorized under the Act.

"Costs of Issuance" shall mean all items of expense directly or indirectly payable by or reimbursable to the Issuer or the Lessee relating to the financing of the Project Site hereunder, including, but not limited to, all costs paid or incurred by the Lessee or the Issuer at any time prior to or after delivery of the Bonds with respect to the issuance, sale and delivery of the Bonds, including, but not limited to, initial or acceptance fees and expenses of the Trustee, the Paying Agent and the Registrar, costs of legal and other professional services, including but not limited to financial advisor fees and expenses, costs of underwriting the Bonds (including underwriting fees or bond discount), costs of preparing the Operative Agreements and any supplements to any thereof and any other documents in connection with the authorization, issuance and sale of the Bonds, rating agency fees and expenses, municipal bond insurance premiums, recording and filing fees, costs of title insurance, printing and engraving and other fees and costs in connection therewith.

"Deed of Trust" means one or more Deed of Trust, Assignment of Rents, Security Agreement and Financing Statement, among the Issuer, the Trustee, as trustee under the Deed of Trust and the Trustee, as beneficiary under the Deed of Trust, granting a first lien interest in the Project Site to the Trustee.

"Event of Default" is defined in Section 901 hereof.

"Fiscal Year" shall mean the twelve-month period used from time to time by the Lessee for its financial accounting purposes, such period currently extending from July 1 to the next succeeding June 30.

"Funds" shall mean all of the funds and accounts created hereunder and held by the Trustee, including but not limited to the Acquisition Fund, the Bond Fund, the Redemption Fund and the Insurance Fund.

"Indenture" shall mean this Indenture of Trust, and any amendments and supplements hereto as herein provided.

"Insurance Fund" shall mean the fund created by Section 412 hereof.

"Interests Hereby Secured" shall mean the principal of and interest and premium, if any, on the Bonds and all additional amounts and other sums at any time due and owing from or required to be paid by or on behalf of the Issuer under the terms of the Bonds or this Indenture or by the Lessee pursuant to the terms of the Master Lease.

"Issuer" shall mean the Local Building Authority of Woods Cross City, Utah, a Utah nonprofit corporation, and any body which succeeds to its powers, duties or functions.

"Leased Property" shall mean, collectively, the Project Site and the Project Site, leased and to be leased to the Lessee pursuant to the Master Lease.

"Lessee" shall mean Woods Cross City, Utah, a duly organized and existing body corporate and a political subdivision of the State of Utah in its capacity as lessee under the Master Lease, and any public body or public corporation succeeding to its rights and obligations under the Master Lease. Any reference herein to the "governing body" of the Lessee shall refer to Woods Cross City, Utah, and to any successor governing body as authorized by applicable law.

"Lien" shall mean any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on common law, statute or contract, and including but not limited to the security interest or lien arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes.

"Master Lease" shall mean that certain Master Lease Agreement, dated as of the date hereof, between the Lessee and the Issuer with respect to the Lessee's leasing of the Leased Property described therein from the Issuer, including the *Exhibits* and *Schedules* attached thereto and incorporated therein, and any amendments and supplements thereto as therein and herein provided.

"Net Proceeds", when used with respect to any performance or payment bond proceeds, or proceeds (including, but not limited to, any moneys derived from any self-insurance program) from policies of insurance required by the Master Lease, or any condemnation award, or any proceeds resulting from default under a project contract (including but not limited to any such proceeds realized as liquidated damages) with respect to the Leased Property, or proceeds from any foreclosure on the Leased Property or liquidation, reletting or sale of the Leased Property, shall mean the amount remaining after deducting all expenses (including attorneys' fees) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Notice" or *"notice"* shall mean a written notice meeting the requirements of this Indenture mailed by first-class mail, postage prepaid, or sent by facsimile or other electronic means, to the owners of specified Bonds, at the addresses shown in the Register.

"Officer's Certificate" when used with respect to the Lessee shall mean a certificate signed by an Authorized Lessee Representative or, when used with respect to the Issuer or the Lessor, an Authorized Lessor Representative, and delivered to the Trustee.

"Operative Agreements" shall mean, collectively, the Master Lease, the Deed of Trust, and this Indenture.

"Outstanding" when used with respect to Bonds shall mean all Bonds which have theretofore been duly authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds theretofore cancelled and delivered to the Registrar or delivered to the Registrar for cancellation;

(b) Bonds for the payment or redemption of which cash funds or Government Obligations (as defined in Article VII hereof) or, with respect to the Bonds, United States Obligations (as defined in Article VII hereof) in the necessary amount shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) in trust for the owners of such Bonds; *provided* that if such Bonds are to be redeemed prior to the stated maturity date thereof, notice of such redemption shall have been duly given pursuant to the provisions of this Indenture or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture;

provided, however, that in determining whether the owners of a requisite aggregate principal amount of Bonds outstanding have given any request, demand, authorization, direction, notice, consent or waiver under the provisions hereof or of the Master Lease, Bonds which are owned by or on behalf of the Issuer or the Lessee shall be disregarded for the purpose of any such determination, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer or the Lessee.

"Project Site" shall mean those certain tracts of land located in Woods Cross, Utah, and more particularly described in *Exhibit A* attached hereto to be used for the acquisition, construction and improvement of a [Project].

"Paying Agent" shall mean the agent appointed by the Trustee, at the direction of the Issuer, as agent of the Trustee to serve as the paying agent or place of payment for the principal of and interest and premium, if any, on the Bonds, and any successor designated pursuant to this Indenture, or in the event that at any time no such agent shall be appointed, the Trustee.

"Permitted Encumbrances" shall have the meaning assigned to such term in the Master Lease.

"Person" shall mean one or more individuals, estates, joint ventures, joint-stock companies, partnerships, associations, corporations, trusts or unincorporated organizations, and one or more governments or agencies or political subdivisions thereof.

"Project" shall mean the Acquisition of the acquisition, construction and improvement of a [Project].

"Property" shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Redemption Fund" shall mean the fund created by Section 603 hereof.

"Register" is defined in Section 205 hereof.

"Registrar" shall mean the agent appointed by the Trustee, at the direction of the Issuer, as agent of the Trustee to keep the books for the registration of the Bonds and for the registration of transfer and exchange of the Bonds, and any successor appointed by the Trustee, at the direction of the Issuer, or in the event that at any time no such agent shall be appointed, the Trustee.

"Regular Record Date" shall mean, with respect to any Bond Interest Payment Date, the close of business on the fifteenth day preceding each Bond Interest Payment Date.

"Revenues" shall mean (a) all Net Proceeds, if any, of casualty insurance (including any moneys derived from any self-insurance program), title insurance, performance bonds, condemnation awards and awards resulting from defaults under project contracts (including amounts realized as liquidated damages) not applied to the repair, restoration, modification, improvement or replacement of the Leased Property; (b) all Net Proceeds, if any, derived from any sale of the Leased Property pursuant to a foreclosure pursuant to the Indenture and reletting or sale of the Leased Property thereafter pursuant to the Indenture or any other proceeds realized upon the exercise of any other remedies hereunder; (c) the Base Rentals; (d) any portion of the proceeds of sale of the Bonds deposited into the Bond Fund to pay accrued interest on the Bonds; (e) any earnings on moneys on deposit in the Bond Fund to the extent such earnings are available as provided herein for application for the purposes for which such Funds have been established hereunder; (f) all other revenues derived from the Master Lease, except Additional Rentals (other than those Additional Rentals (if any) payable pursuant to Section 4.01(b)(ix) of the Master Lease); and (g) any other moneys to which the Trustee may be entitled for the benefit of the Bondowners, including but not limited to any amounts to be paid into the Bond Fund pursuant to Section 10.01 of the Master Lease from rentals or other payments by permitted sublessees, assignees and transferees.

"Series" shall mean all of the Bonds designated as being of the same Series authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Section 208 or 603 hereof.

"Series 2027 Bonds" shall mean the Issuer's Lease Revenue Bonds, Series 2027 issued hereunder.

"Special Record Date" shall mean a special date fixed to determine the names and addresses of owners of Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as provided in Section 203(a) hereof.

"Trust Estate" shall have the meaning stated in the habendum to the Granting Clauses and within the Granting Clauses of the Indenture and shall include the properties, rights, interests and privileges described in the Granting Clauses this Indenture.

"Trustee" shall mean [Trustee], and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

ARTICLE II

THE BONDS

Section 201. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Series 2027 Bonds that may be issued hereunder is hereby expressly limited to $[Principal Amount].

Section 202. Issuance of Bonds. (a) In order to provide funds to finance the Costs of Acquisition of the Project, there is hereby authorized to be issued a Series of Bonds in the aggregate principal amount of $[Principal Amount], which Series of Bonds is hereby designated as *"Local Building Authority of Woods Cross City, Utah, Lease Revenue Bonds, Series 2027."* The Series 2027 Bonds shall be dated as of the date of original issuance, and shall bear interest from such dated date. The Trustee shall insert the date of registration and authentication of each Series 2027 Bond in the place provided for such purpose in the certificate of authentication on each Series 2027 Bond. Interest on the Series 2027 Bonds shall be payable on each [First Payment Date] and [Second Payment Date], commencing on [Closing Date], 2027, and shall be calculated on the basis of a year of 360 days consisting of twelve 30-day months. The Series 2027 Bonds shall mature on the dates and in the principal amounts and shall bear interest at the rates per annum as follows:

[PRINCIPAL PAYMENT DATE] OF THE YEAR	PRINCIPAL AMOUNT	INTEREST RATE
	$	%

(b) The Bonds shall be signed on behalf of the Issuer by the official manual or facsimile signature of its President and attested by the official manual or facsimile signature of its Secretary. Any facsimile signature shall have the same force and effect as if said President or Secretary, as

the case may be, had manually signed each of said Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed or attested any of the Bonds shall cease to be such officer before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the Issuer, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the Issuer as though such person who signed or attested the same had continued to be such officer of the Issuer. Also, any Bond may be signed or attested on behalf of the Issuer by any person who on the actual date of the execution of such Bond shall be the proper officer of the Issuer, although on the nominal date of such Bond any such person shall not have been such officer of the Issuer.

I The Bonds shall be issuable only as fully registered Bonds without coupons in Authorized Denominations. The Bonds shall be lettered "R" and shall be numbered consecutively from 1 upward.

(d) Interest on overdue principal of and interest on each Bond shall bear interest at the interest rate borne by such Bond.

Section 203. Place of Payment. (a) The principal of, premium, if any, and interest on the Series 2027 Bonds shall be paid to the Person who is the Registered Owner thereof as of the close of business on the Regular Record Date for such Bond Interest Payment Date and shall be paid by wire or by check or draft drawn on the Trustee, as Paying Agent, and mailed on the Bond Interest Payment Date to the Registered Owner thereof at the address on the Register or at such other address as is furnished to the Trustee in writing by the Registered Owner thereof prior to the Regular Record Date, notwithstanding the cancellation of any such Series 2027 Bond upon any exchange or transfer thereof subsequent to the Regular Record Date and prior to such Bond Interest Payment Date, but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the Registered Owner thereof as of the close of business on the Regular Record Date and shall be payable to the Person who is the Registered Owner thereof as of the close of business on a Special Record Date for the payment of any such defaulted interest. The Special Record Date shall be fixed by the Registered Owner(s) of the Series 2027 Bonds whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the owners of the Series 2027 Bonds not less than ten days prior thereto to each such owner as shown on the Register, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest.

(b) The principal of, and premium, if any, and interest on, the Series 2027 Bonds shall be paid in lawful money of the United States of America.

Section 204. Limited Obligation; Covenants to Charge Rentals and Budget and Appropriate for Base Rentals and Additional Rentals. (a) The Issuer has leased the Leased Property to the Lessee pursuant to the Master Lease, and the Lessee is required pursuant thereto to pay Base Rentals while it uses, operates and occupies the Leased Property in an amount equal to the principal of, and premium, if any, and interest on, the Bonds as they become due and Additional Rentals in connection with the Leased Property and the operation thereof. The Issuer covenants to charge Base Rentals and Additional Rentals under the Master Lease sufficient in amount for

such purposes and to pay any other obligations hereunder which are to be paid from Base Rentals or Additional Rentals. Except to the extent provided in the Master Lease, neither the State of Utah nor any political subdivision thereof is obligated to pay any Rentals due to the Issuer for the Lessee's use, occupancy and operation of the Leased Property.

(b) The Bonds, together with the interest and premium, if any, thereon, are not general obligations of the Issuer, but are limited obligations and, except for the security provided by this Indenture pursuant to Section 17D-2-505 of the Act, are payable solely from the Base Rentals received under the Master Lease and certain other amounts received under the Master Lease and this Indenture. Pursuant to Section 17D-2-505 of the Act, the Bonds shall be and hereby are secured by the Trust Estate which is hereby specifically pledged, hypothecated, assigned and otherwise secured, subject to Permitted Encumbrances, for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Bonds, except as may be otherwise expressly authorized in this Indenture. Neither the full faith and credit nor the taxing powers of the State of Utah or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Bonds or other costs appertaining thereto. The Bonds and the interest and premium, if any, thereon shall not now nor shall ever constitute an indebtedness of the State of Utah or any political subdivision of such State within the meaning of any state constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State of Utah or any political subdivision of the State of Utah.

THE OBLIGATION OF THE LESSEE TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE MASTER LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. NEITHER THE OBLIGATION OF THE LESSEE TO MAKE SUCH PAYMENTS NOR THE BONDS WILL CONSTITUTE A DEBT OF THE LESSEE, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION OF THE STATE OF UTAH. NEITHER THE ISSUANCE OF THE BONDS NOR THE EXECUTION AND DELIVERY OF THE MASTER LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE LESSEE TO APPROPRIATE ANY MONEY TO PAY RENTALS UNDER THE MASTER LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE LESSEE'S THEN CURRENT FISCAL YEAR. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. NEITHER THE LESSEE'S OFFICERS AND AGENTS, NOR OFFICERS, TRUSTEES OR AGENTS OF THE ISSUER, NOR ANY PERSONS EXECUTING THE BONDS OR THE MASTER LEASE, SHALL BE LIABLE PERSONALLY ON THE BONDS OR THE MASTER LEASE OR SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS OR THE EXECUTION OF THE MASTER LEASE.

I The Master Lease further provides that, during the term of the Master Lease, the Lessee will (i) include in its annual tentative budget prepared in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any moneys then legally available for such purpose which are then on deposit in the Bond Fund) to pay the Base Rentals and reasonably estimated Additional Rentals for the Leased Property during the next succeeding Renewal Term, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term. The Master Lease further provides that if the Lessee fails

to appropriate for or pay any such Rentals, it must immediately quit and vacate the Leased Property and its obligation to pay any Rentals (except for Rentals theretofore appropriated and then available for such purpose) shall thereupon terminate. No judgment for money damages may be entered against the State of Utah nor against any political subdivision thereof for failure to pay such Rentals or any other amounts, except for Rentals theretofore appropriated and then available for such purpose, other moneys and property subject to the lien of the Indenture or as otherwise expressly provided in the Master Lease. No deficiency judgment may be entered against the State of Utah or any political subdivision of such State on foreclosure of any lien created by this Indenture or on sale of the Leased Property pursuant to a foreclosure or liquidation pursuant to this Indenture or reletting or sale of the Leased Property thereafter pursuant to the Indenture, except as otherwise expressly provided in the Master Lease. Neither the State of Utah nor any political subdivision thereof, other than the Lessee to the extent provided in the Master Lease, is obligated to pay the principal of, or premium, if any, or interest on, any Bond.

Section 205. The Register. The Issuer shall cause to be kept at the principal corporate trust office of the Trustee, as Registrar, a register for the registration, exchange and transfer of Bonds (herein called the *"Register"*). The names and addresses of the owners of the Bonds, the transfers and exchanges of the Bonds and the names and addresses of the transferees of all Bonds shall be registered in the Register. The Issuer shall cause this Indenture to constitute a "system of registration" for all purposes of the Registered Public Obligations Act of the State of Utah, Chapter 7 of Title 15 of the Utah Code Annotated 1953, as amended. For the purposes of such Registered Public Obligations Act, this Indenture shall constitute a "system of registration" as such term is defined in said Act.

Section 206. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Trustee, shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or become obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee and any such executed certificate upon any such Bond shall be conclusive evidence that such Bonds have been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds of any Series issued hereunder.

Section 207. Form of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 208. Transfers and Exchanges of Bonds; Lost, Stolen, Destroyed or Mutilated Bonds. (a) The owner of any Bond may transfer such Bond only upon the surrender thereof for cancellation at the principal corporate trust office of the Trustee, except as provided in Section 208(d) hereof. Thereupon, the Issuer shall execute in the name of the transferee a new Bond or Bonds in aggregate principal amount equal to the original principal amount of the Bonds so surrendered, the principal amount thereof bearing interest at the same rate or rates as borne by the Bond or Bonds so surrendered and of the same Series, designation and maturity as the Bond

or Bonds so surrendered, and the Trustee shall authenticate and deliver such new Bond or Bonds to such transferee.

(b) The owner of any Bond may at any time surrender such Bond at the principal corporate trust office of the Trustee in exchange for an equal aggregate principal amount of Bonds of the same Series, designation and maturity, and the principal amount thereof bearing interest at the same rate or rates as borne by the Bond or Bonds so surrendered, in the form of fully registered Bonds in any authorized denominations.

I All Bonds presented or surrendered for transfer or exchange shall be accompanied by a written instrument or instruments of assignment or transfer, in form satisfactory to the Trustee, duly executed by the owner or by such owner's attorney duly authorized in writing. Neither the Issuer nor the Trustee shall be required (i) to issue, register the transfer of or exchange any Bond during the period from the Regular Record Date or the Special Record Date, as the case may be, for a Bond Interest Payment Date to such Bond Interest Payment Date, (ii) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the date of the mailing of a notice of redemption of Bonds selected for redemption under Article VI hereof and ending at the close of business on the day of such mailing or (iii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

(d) Upon the issuance of a new Bond pursuant to Section 208(a) or (b) hereof, the Trustee may require the payment of a sum to reimburse it for, or to provide it with funds for, the payment of any tax or other governmental charge or any other charges and expenses connected therewith which are paid or payable by the Trustee, and the Trustee may require the Issuer to pay such transfer fee as the Trustee at the time customarily charges for such service.

I If any Bond shall become mutilated, the Issuer, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and number in exchange and substitution for the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the Issuer. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and the Trustee and, if such evidence be satisfactory to both and indemnity as required by the Act or Utah law and satisfactory to the Trustee shall be given, the Issuer, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and number in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof). Any Bond issued under the provisions of this subsection in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the Issuer and shall be equally and proportionately entitled to the benefits of the Indenture. Neither the Issuer nor the Trustee shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds that may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

Section 209. Cancellation of Bonds. All Bonds surrendered for the purpose of payment, redemption, transfer or exchange shall be delivered to the Trustee for cancellation and, when surrendered to the Trustee, shall be cancelled by it, and no Bonds shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Indenture and as permitted by law. All such cancelled Bonds shall be burned or otherwise destroyed by the Trustee, and a certificate of destruction evidencing such burning or other destruction shall be furnished by the Trustee to the Issuer.

Section 210. Ownership. The Person in whose name any Bond shall be registered shall be deemed and treated as the owner thereof for all purposes of this Indenture, and neither the Issuer, the Trustee, the Paying Agent nor the Registrar shall be affected by any notice to the contrary. Payment of or on account of the principal of, and premium, if any, and interest on, the Bonds shall be made only to or upon the order in writing of such Registered Owner or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge such Bond to the extent of the sum or sums paid. For the purpose of any request, direction or consent hereunder, the Trustee, the Paying Agent and the Registrar may deem and treat the Registered Owner of any Bond as the owner and holder thereof without production of such Bond.

Section 211. Delivery of the Series 2027 Bonds. (a) Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Series 2027 Bonds to be issued in the aggregate principal amount of $[Principal Amount] and deliver them to the purchasers thereof as may be directed by the Issuer as hereinafter in this Section provided.

Prior to the delivery on original issuance by the Trustee of the Bonds, there shall be or have been delivered to the Trustee:

(15) a copy of the resolution adopted and approved by the Board of Trustees of the Issuer authorizing the execution and delivery by the Issuer of each of the Operative Agreements and the issuance, sale, execution and delivery of the Series 2027 Bonds;

(ii) a copy of the resolution adopted and approved by the governing body of the Lessee approving the issuance of the Series 2027 Bonds and the terms thereof, approving the Indenture and authorizing the execution and delivery by the Lessee of each of the Operative Agreements to which the Lessee is a party;

(iii) a request and authorization to the Trustee on behalf of the Issuer and signed by the President and Secretary of the Issuer to authenticate and deliver the Series 2027 Bonds to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization equal to the purchase price of the Series 2027 Bonds plus accrued interest (if any) thereon to the date of delivery;

(iv) a commitment for an ALTA mortgagee title insurance policy, insuring the first lien of this Indenture on the Leased Property (*provided, however,* that such lien may be subject to Permitted Encumbrances), and showing the Trustee as the named insured;

(v) a written opinion of counsel to the Lessee as to the due organization and existence of the Lessee, the legal, valid and binding nature of the Master Lease as against the Lessee, and such other matters as may be reasonably required by the purchasers of the Series 2027 Bonds; and

(vi) a written opinion of counsel to the Issuer as to the due organization and existence of the Issuer, the legal, valid and binding nature of the Indenture, the Master Lease and the Deed of Trust, as against the Issuer, and such other matters as may be reasonably required by the purchasers of the Series 2027 Bonds.

The closing of this transaction shall constitute notice to the Trustee that the Purchaser has approved all matters requiring its consent in this Section 211.

(b) The proceeds of sale of the Series 2027 Bonds shall be paid over to the Trustee and deposited to the credit of the Acquisition Fund, as provided under Article IV hereof.

Section 212. Temporary Bonds. Pending preparation of the definitive Bonds, any Bonds delivered under this Indenture may be initially delivered in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be in such principal amounts of authorized denominations as may be determined by the Issuer and the purchasers thereof, shall be in registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Issuer and be authenticated by the Trustee upon the same conditions and in substantially the same manner as definitive Bonds. If the Issuer delivers temporary Bonds, it shall execute and furnish definitive Bonds without delay and, thereupon, the temporary Bonds shall be surrendered for cancellation in exchange therefor at the principal corporate trust office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations, of the same Series and maturity or maturities and bearing interest at the same rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered pursuant hereto.

Section 213. Additional Bonds. At any time while there is no Event of Default under this Indenture or the Master Lease and so long as no Event of Nonappropriation has occurred and is then continuing, Additional Bonds may be issued for the purposes set forth in this Indenture and the Master Lease. If it is determined by the Lessee that Additional Bonds should be issued, the Lessee may file with the Issuer and the Trustee an estimate indicating the amount of costs to be incurred for the purposes for which Additional Bonds may be issued.

Thereupon, the Issuer and the Lessee may from time to time, with the prior written consent of the Bondholders, agree upon and approve the issuance and delivery of Additional Bonds in such amount as shall be determined by said parties. All Additional Bonds shall be secured by the lien of this Indenture and rank *pari passu* with the Bonds, and, unless provided otherwise in a supplement to this Indenture, shall be in substantially the same form as the Series 2027 Bonds, but shall bear such date or dates, bear such interest rate or rates, have such maturity date or dates, redemption dates and redemption premiums, and be issued at such prices as shall be approved in

writing by the Issuer and the Lessee; *provided, however*, that (a) principal of the Additional Bonds shall be payable on [Closing Date] of each year in which principal falls due, and the interest thereon shall be payable on [First Payment Date] and [Second Payment Date] of each year during the term thereof and (b) no such Additional Bonds shall have a maturity date later than June 30, 2022, unless the final Renewal Term of the Master Lease expiring on or before such date is extended, in which case such maturity date shall be within the earliest extended final Renewal Term of the Master Lease.

Upon the execution and delivery in each instance of appropriate supplements to this Indenture and to the Master Lease, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, such Additional Bonds and deliver them to the purchasers thereof as may be directed by the Issuer as hereinafter provided in this Section. Prior to the delivery on original issuance by the Trustee of each Series of such Additional Bonds, there shall be or have been delivered to the Trustee:

(a) a written statement by the Lessee approving (i) the issuance and delivery of such Series of Additional Bonds and (ii) any other matters to be approved pursuant to this Section;

(b) a copy of the resolution adopted and approved by the Board of Trustees of the Issuer authorizing (i) the execution and delivery of a supplement to this Indenture and the amendment to the Master Lease, (ii) the issuance, sale, execution and delivery of such Series of Additional Bonds and (iii) if necessary, the execution and delivery of a ground lease with respect to any land to be leased to the Issuer for the purpose of financing any improvements thereon with the proceeds of sale of such Series of Additional Bonds;

I a request and authorization to the Trustee on behalf of the Issuer and signed by the President and Secretary of the Issuer to authenticate and deliver such Series of Additional Bonds in the aggregate principal amount designated therein to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization equal to the purchase price of such Series of Additional Bonds plus accrued interest (if any) thereon to the date of delivery;

(d) an original duly executed counterpart of a supplement to this Indenture;

I an ALTA mortgagee title insurance policy (or commitment therefor) or a date-down endorsement (or commitment therefor) to the ALTA mortgagee title insurance policy issued in connection with the original project and, if required by the Lessee, to the ALTA leasehold title insurance policy issued as provided in Section 211(a)(vi) hereof, which endorsement shall insure to the date of issuance of such Series of Additional Bonds, the continuing validity of the lien thereof, as modified by the supplement to the Indenture, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement shall increase the amount of title insurance coverage thereunder to an amount not less than the principal amount of the Additional Bonds plus the principal amount of other Bonds then-outstanding issued as provided in Section 211(a)(vi) hereof, and insuring that the leasehold interest to the Project Site are

vested in the Issuer, title to the leasehold estate under the Master Lease is vested in the Lessee and, if such is the case, title to the leasehold estate under any ground lease executed in connection with such Series of Additional Bonds is vested in the Issuer, subject in each instance to Permitted Encumbrances, and naming the Trustee as an insured;

(f) A copy of the resolution adopted and approved by the governing body of the Lessee approving the issuance of such Series of Additional Bonds and the terms thereof;

(g) an original duly executed counterpart of an amendment to the Master Lease providing, among other things, for adjusting (i) the Base Rentals payable by the Lessee under Section 4.01(a) thereof following the refunding or completion of acquisition or construction for which such Additional Bonds are issued to include payment of principal of and interest on such Additional Bonds and (ii) the allocation of the portions of the Base Renal attributable to the improvements, facilities and properties the Acquisition of which is being financed from the proceeds of sale of such Series of Additional Bonds, which allocation shall be set forth as an attachment to *Schedule I* to the Master Lease;

(h) a written opinion of counsel to the Lessee as to the legal, valid and binding nature of the amendment to the Master Lease, as against the Lessee, and such other matters as may be reasonably required by the purchasers of such Series of Additional Bonds;

(i) a written opinion of counsel to the Issuer as to the legal, valid and binding nature of the amendment to the Master Lease and the supplement to this Indenture, as against the Issuer, and such other matters as may be reasonably required by the purchasers of such Series of Additional Bonds; and

(j) a certificate of the Issuer, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation.

The proceeds of sale of each Series of Additional Bonds shall be deposited by the Trustee in the appropriate funds.

ARTICLE III

GENERAL COVENANTS

Section 301. Payment of Bonds. The Issuer hereby covenants to pay promptly the principal of (whether at maturity, by acceleration or call for redemption or otherwise), and premium, if any, and interest on, the Bonds at the places, on the dates and in the manner provided herein and in every Bond issued under this Indenture according to the true intent and meaning thereof; *provided, however*, that such obligations are not general obligations of the Issuer but are limited obligations payable solely from the Revenues, which Revenues are hereby specifically pledged to such purposes in the manner and to the extent provided herein, and nothing in the Bonds or in this Indenture shall be construed as pledging any funds or assets of the Issuer other than those mortgaged, assigned and pledged hereby. The Bonds, the premium, if any, and the interest thereon shall not be deemed to constitute a pledge of the faith and credit of the Issuer, and the Issuer shall not be obligated to pay the principal of, and premium, if any, and interest on, the Bonds or other costs incident thereto except from the Revenues pledged therefor. The Issuer has no taxing power.

Section 302. Performance of Issuer's Covenants; Authority. The Issuer shall faithfully observe and perform at all times any and all covenants, conditions and agreements on its part contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its Board of Trustees pertaining thereto. The Issuer represents that (a) it is duly authorized under the Constitution and laws of the State of Utah, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture, to mortgage the property described in and mortgaged hereby and to assign the Master Lease and to pledge the Revenues in the manner and to the extent herein set forth; (b) all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken (or if Additional Bonds are issued pursuant to Section 213 hereof will be duly taken as provided therein); and (c) the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 303. Payment of Taxes, Charges, Insurance, etc. The Issuer shall cause the Lessee pursuant to the Master Lease to maintain certain insurance and pay all lawful taxes, assessments and charges at any time levied or assessed against or with respect to the Leased Property or the Revenues, or any part thereof, which might impair or prejudice the lien and priority of this Indenture; *provided, however*, that nothing contained in this Section 303 shall require the maintenance of insurance or payment of any such taxes, assessments or charges if the same are not required to be maintained or paid under the provisions of Section 6.01 or 7.01 of the Master Lease. The Issuer shall maintain such insurance and pay such taxes, assessments and charges to the same extent as provided in Sections 6.01 and 7.01 of the Master Lease, respectively, as if said Sections were herein set forth in full, if and to the extent that the Lessee fails to maintain such insurance or pay such taxes, assessments or charges, but the liability hereby imposed on the Issuer shall only be paid from the Trust Estate as herein provided.

Section 304. Maintenance and Repair. Pursuant to the provisions of Section 5.01 of the Master Lease, respectively, the Lessee has agreed at its own expense to maintain, manage and operate the Leased Property in good order, condition and repair, and the Lessee may, at its own

expense, make from time to time additions, modifications or improvements to the Leased Property under the terms and conditions set forth in Section 8.01 of the Master Lease.

Section 305. Recordation of the Master Lease, Deed of Trust and Security Instruments. (a) The Issuer shall cause the Deed of Trust, the Master Lease and all supplements thereto as well as such other security instruments, assignment financing statements, continuation statements and all supplements thereto and other instruments as may be required from time to time to be kept recorded and filed in such manner and in such places as may be required by law in order fully to preserve and protect the security of the owners of the Bonds and the rights of the Trustee hereunder and to perfect the lien of, and the security interest created by, the Indenture.

(b) Immediately following the acquisition of a Project Site by the Issuer (and in no event later than the day following the date of such acquisition), the Issuer shall cause a Deed of Trust, in the form attached hereto as Exhibit D, to be recorded in the office of the County Recorder, granting a first priority lien in such Project Site to the Trustee.

Section 306. Inspection of Project Site Books. The Issuer covenants and agrees that all books and documents in the possession of the Issuer relating to the Project Site and the Revenues derived from the Leased Property and the leasing thereof shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 307. Rights Under the Master Lease. The Master Lease, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Lessee, including provisions that subsequent to the initial issuance of Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Master Lease may not be effectively amended, changed, modified, altered or terminated except as provided in this Indenture or the Master Lease, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Lessee under the Master Lease.

Section 308. List of Bondowners. The Trustee shall keep on file a list of names and addresses of the owners of all Bonds, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Trustee, such list may be inspected and copied by designated representatives of the Issuer, the Lessee or owners of not less than 10% in aggregate principal amount of Bonds then outstanding, such possession or ownership and the authority of such designated representatives to be evidenced to the reasonable satisfaction of the Trustee. The Trustee shall mail any notices which it is required to furnish Bondowners pursuant to the terms of this Indenture to all names and addresses on such list.

Section 309. Warranty. The Issuer has the right, power and authority to grant a security interest in the Trust Estate to the Trustee for the uses and purposes herein set forth. The Issuer warrants that there is no financing statement or other filed or recorded instrument in which the Issuer is named as, or which the Issuer has signed as, debtor now on file in any public office covering any of the Trust Estate excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein, and that the lien and security interest herein created have been duly perfected and are prior to any other.

Section 310. Further Assurances. The Issuer will, at the Lessee's expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the lien and security interest being herein provided for in the Trust Estate, whether now owned or held or hereafter acquired, including but not limited to executing or causing to be executed such financing statements and continuation statements as shall be necessary under applicable law to perfect and maintain the security interest being herein provided for in the Trust Estate. Without limiting the foregoing, but in furtherance of the security interest herein granted in the Revenues and other sums due and to become due under the Master Lease, the Issuer covenants and agrees that it will notify the Lessee of this Indenture pursuant to Section 11.02 of the Master Lease, and that it will direct such Lessee to make all payments of Base Rentals, Additional Rentals provided in Section 4.01(b)(ix) of the Master Lease and other sums due and to become due under the Master Lease directly to the Trustee or as the Trustee may direct or as may be otherwise provided in the Master Lease.

Section 311. Actions with Respect to Trust Estate. The Issuer will not:

(a) declare a default or exercise the remedies of the seller or lessor, as the case may be, under, or terminate, modify or accept a surrender of, or offer or agree to any termination, waiver, modification or surrender of, the Master Lease (except as otherwise expressly provided herein) or by affirmative act consent to the creation or existence of any Lien (other than the security interest and lien of this Indenture) to secure the payment of indebtedness upon the leasehold or other estate created by the Master Lease or any part of any thereof; or

(b) receive or collect or permit the receipt or collection of any payment under the Master Lease prior to the date for the payment thereof provided for by the Master Lease or assign, transfer or hypothecate (other than to the Trustee hereunder) any Revenues or other payment then due or to accrue in the future under the Master Lease in respect of the Leased Property; or

I sell, mortgage, transfer, assign or hypothecate (other than to the Trustee hereunder) its interest in the Leased Property or any part thereof or interest therein or in any amount to be received by it from the disposition of the Leased Property except as herein provided under Article IX, and except as provided in the Master Lease.

Section 312. Power of Attorney in Respect of the Master Lease. The Issuer does hereby irrevocably constitute and appoint the Trustee its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead (a) to ask, demand, collect, receive and receipt for any and all rents, income and other sums which are assigned under the Granting Clauses hereof, and (b) without limiting the provisions of the foregoing clause (a) hereof, during the continuance of any Event of Default under this Indenture, to exercise any remedies available under the Master Lease as fully as the Issuer could itself do, and to perform all other necessary or appropriate acts with respect to any such remedies, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Issuer or otherwise, which the Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of the Trustee and Registered Owners (but only to the extent specifically provided herein)

in the Master Lease and to the Revenues under the Master Lease and other sums and the security intended to be afforded hereby, whether or not the Issuer is in default hereunder.

ARTICLE IV

REVENUES AND FUNDS

Section 401. Source of Payment of Bonds. The Bonds herein authorized and all payments by the Issuer hereunder do not constitute or give rise to a pecuniary liability of the Lessee under the Master Lease or a charge against its general credit or taxing powers, but are limited obligations payable solely from the Revenues all as provided herein. The Issuer has no taxing power.

The Base Rentals that the Lessee is required to pay in accordance with Section 4.01(a) of the Master Lease and the Additional Rentals that the Lessee is required to pay in accordance with Section 4.01(b)(ix) of the Master Lease are to be remitted directly to the Trustee for the account of the Issuer and deposited into the Bond Fund as provided in the Master Lease. Such payments, sufficient in amount to insure the prompt payment of the principal, and premium, if any, and interest on, the Bonds (so long as the Lessee appropriates sufficient moneys annually to pay Rentals accruing during each succeeding Renewal Term under the Master Lease) are pledged to secure the payment of such principal of, and premium, if any, and interest on, the Bonds. Said pledge shall constitute a first and exclusive lien on the Base Rentals and such Additional Rentals provided in the Master Lease for the payment of the principal of, and premium, if any, and interest on, the Bonds in accordance with the terms hereof and thereof and otherwise for the benefit of the Interests Hereby Secured.

Section 402. Creation of Bond Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated "*Local Building Authority of Woods Cross City, Utah Lease Revenue Bonds Bond Fund*," which shall be used to pay the principal of and interest on the Bonds as herein provided.

Section 403. Payments into Bond Fund. (a) There shall be deposited into the Bond Fund, as and when received, the following:

(15) all Base Rentals;

(ii) any amount in the Acquisition Fund to be paid into the Bond Fund in accordance with Section 408I or 409 hereof;

(iii) any other amount to be deposited therein pursuant to any other provisions hereof; and

(iv) all other moneys received by the Trustee under and pursuant to any of the provisions of the Master Lease (including but not limited to any amounts to be paid into the Bond Fund pursuant to Sections 9.01(b) and 10.01 thereof) or otherwise which are

required or which are accompanied by directions that such moneys are to be paid into the Bond Fund.

(b) The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding, the Issuer will deposit, or cause to be paid to the Trustee for deposit, into the Bond Fund for its account, sufficient sums from the amounts derived from the Master Lease, but only to the extent provided therein, promptly to meet and pay the principal of, and premium, if any, and interest on, the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues for such purpose from any source other than funds or revenues described above.

Section 404. Use of Moneys in Bond Fund. Except as provided in Section, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bonds.

Section 405. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby irrevocably authorizes and directs the Trustee to withdraw sufficient moneys from the Bond Fund on each Bond Payment Date to pay the principal of and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 406. Notice of Nonpayment of Base Rentals; Notice of Failure to Deliver Notice of Extension of Term of Lease. (a) The Trustee shall give written notice as soon as practicable, but in no event later than five (5) days, after the applicable Base Rental Payment Date, to the Lessee in the event any Base Rentals are not paid when due on the applicable Base Rental Payment Date and shall specify the amount of the Base Rentals not so paid.

(b) The Trustee shall give telephonic notice, promptly confirmed in writing, on or before June 10 of each year during the term of the Master Lease, to the Lessee if the Trustee has not theretofore received the notice from the Lessee required by Section 3.01 of the Master Lease and otherwise make the written inquiry of the Lessee as provided in Section 3.01 of the Master Lease.

Section 407. Creation of Acquisition Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated "*Local Building Authority of Woods Cross City, Utah Lease Revenue Bonds Acquisition Fund,*" which shall be expended in accordance with the provisions of the Master Lease and this Article IV.

Section 408. Disposition of Proceeds of Sale of Series 2027 Bonds; Disbursements from Acquisition Fund. (a) The proceeds of the issuance and delivery of the Bonds shall be deposited in the Acquisition Fund.

(b) Except as provided in Section 408(c) hereof and so long as no Event of Nonappropriation or Event of Default shall occur and be continuing and the Lessee's right (as agent to the Issuer under the Agency Agreement) to control the Project has not otherwise been terminated pursuant to the Master Lease or the Agency Agreement, the Trustee is hereby authorized and directed to make payments as requested by the Lessee from the Acquisition Fund to pay the Costs of Acquisition, to make each disbursement otherwise required by the applicable

provisions of the Master Lease and to issue its checks therefor, upon receipt of a written requisition or requisitions signed by an Authorized Lessee Representative in substantially the form attached hereto as *Exhibit B*.

If any requisition includes an item for payment for labor or to contractors, builders or materialmen, a certificate shall be attached to the requisition, signed on behalf of the Lessor and the Lessee by an Authorized Lessee Representative stating that (1) obligations as stated on the requisition have been properly incurred, (2) such work was actually performed and such materials, supplies or equipment were actually furnished or installed in or about the construction or equipping of the Project or at a storage site for the Project and (3) either such materials, supplies or equipment are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the requisition.

I In the event that sufficient moneys are not on deposit in the Bond Fund on a Bond Interest Payment Date, the Trustee is hereby authorized to withdraw moneys held in the Acquisition Fund for deposit into the Bond Fund to the extent necessary to make full payment of interest then coming due on the Bonds to pay such interest then coming due. The Trustee shall deposit such moneys into the Bond Fund. Upon receipt by the Trustee of any late Base Rentals for which moneys had theretofore been withdrawn from the Acquisition Fund and deposited into the Bond Fund as provided in this Section 408I, the Trustee shall deposit a portion or all of such Base Rentals into the Acquisition Fund in an amount equal to the amount so withdrawn therefrom.

(d) In the event that the Project is not completed on or prior to December 31, 2027, or if an Event of Nonappropriation or an Event of Default shall occur prior to the delivery of the Completion Certificate, the Trustee shall take such actions as may be authorized with respect to moneys then remaining in the Acquisition Fund pursuant to Sections 5.01I and 5.01(d) of the Master Lease as the Trustee may deem appropriate in the best interests of the owners of the Bonds.

I So long as no Event of Nonappropriation or Event of Default occurs under the Master Lease and so long as the Lessee's right to control the Project has not otherwise been terminated as provided in the Master Lease or the Agency Agreement, moneys on deposit in the Acquisition Fund shall be subject to the beneficial interest of the Lessee as provided herein and in the Master Lease.

Section 409. Acquisition of the Project; Delivery of Completion Certificate. The completion of the Acquisition of the Project under the Master Lease, the payment or provision made for payment of all Costs of Acquisition under the Master Lease and the acceptance of the Leased Property by the Lessee shall be evidenced by the filing with the Trustee of the Completion Certificate of an Authorized Lessee Representative stating that the Leased Property has been accepted by the Lessee and that the Deed of Trust has been filed in the office of the County Recorder. Acquisition of the Project shall be considered completed (within the meaning of the Act) upon delivery of the Completion Certificate and the filing of the Deed of Trust in the office of the County Recorder. On December 31, 2027, any moneys remaining in the Acquisition Fund (except any amount that the Lessee shall have directed the Trustee to retain for any Cost of Acquisition not then due and payable) shall without further authorization be transferred by the Trustee for

deposit into the Bond Fund and applied by the Trustee as directed by the Lessee to the redemption of Bonds as provided for in Section 603 of the Indenture.

Section 410. Moneys to be Held in Trust; Nonpresentment of Bonds. (a) All moneys required to be deposited with or paid to the Trustee for account to any Fund referred to in any provision of this Indenture shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, shall, while held by the Trustee or the Paying Agent, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

(b) If any Bonds are not presented for payment when due, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the owners thereof, the Trustee shall hold such funds without liability for interest, for the benefit of the owners of such Bonds, who shall be restricted exclusively to such funds for any claim of whatever nature on or with respect to such Bonds. Any moneys deposited with and held by the Trustee for the benefit of such claimants, if any, for four years after the date upon which so deposited shall be repaid to the Lessee upon its written demand, and thereupon and thereafter no such claimant shall have any rights to or in respect of such moneys against the Trustee.

Section 411. Repayment to the Lessee from Bond Fund. Any amounts remaining in the Bond Fund after payment or provision for payment in full of the principal of, and premium, if any, and interest on, the Bonds and all other amounts required to be paid hereunder or under the Master Lease shall be paid immediately to the Lessee, subject to the requirements of Section 409(b) hereof.

Section 412. Creation of Insurance Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated "*Local Building Authority of Woods Cross City, Utah Lease Revenue Bonds Insurance and Condemnation Award Fund,*" which shall be used as provided in Section 413 hereof.

Section 413. Use of Moneys in Insurance Fund. All Net Proceeds of performance or payment bonds, proceeds (including any moneys derived from any self-insurance program) from policies of insurance required by the Master Lease or condemnation awards, or any proceeds resulting from a default under a project contract (except liquidated damages, which shall be disposed of in accordance with Section 9.01(b) of the Master Lease) or any other contract relating to the Leased Property which are received by the Trustee shall be deposited into the Insurance Fund. An Authorized Lessee Representative in accordance with Section 9.01 of the Master Lease shall file an Officer's Certificate with the Trustee, within ninety (90) days after the occurrence of the event giving rise to such Net Proceeds, directing the application and disbursement of such funds:

(a) to the prompt repair, replacement, restoration, modification or improvement of the damaged or destroyed portion of the Leased Property if such Officer's Certificate states that such Net Proceeds, together with any other funds lawfully available to the Lessee for such purpose, are sufficient to pay in full the costs of such repair, replacement, restoration, modification or improvement, and the Trustee is hereby authorized to disburse

moneys from such Insurance Fund as so directed by such Authorized Lessee Representative upon receipt of evidence satisfactory to the Trustee of the application of such funds for such purpose; or

(b) to the payment, in whole or in part, of the principal of the Bonds, but only upon receipt of such Officer's Certificate of the Authorized Lessee Representative, and the Trustee is hereby authorized to withdraw moneys from such Insurance Fund and deposit them into the Bond Fund to be applied to such payment in accordance with Section 9.01 of the Master Lease.

ARTICLE V

INVESTMENT OF MONEYS

Section 501. Permitted Investments. Any moneys held as part of the Acquisition Fund, the Bond Fund, the Insurance Fund, the Redemption Fund or any accounts in any thereof or in any other fund or account hereunder shall be invested and reinvested by the Trustee to the extent permitted by law, at the written direction of the Lessee, in any of the following permitted investments maturing not later than such times as shall be necessary to provide moneys when needed for payments to be made from each such Fund or other fund or account:

(a) Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

(b) Bonds, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following federal agencies (including evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations provided that such evidences of direct ownership have been created by or at the direction of the obligated federal agency); provided that such obligations are backed by the full faith and credit of the United States of America:

(i) Farmers Home Administration (FmHA)
Certificates of beneficial ownership;

(ii) Federal Housing Administration Debentures (FHA);

(iii) General Services Administration
Participation certificates;

(iv) Governmental National Mortgage Association
(GNMA or "Ginnie Mae")
GNMA — guaranteed mortgage-backed bonds
GNMA — guaranteed pass-through obligations
(participation certificates)

(v) U.S. Maritime Administration Guaranteed Title XI financing; and

(vi) U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds.

I The Utah State Treasurer's pooled investment fund (commonly known as the *"PTIF Fund"*).

(d) Money market funds rated "AAAm" or "AAAm-G" or better by Moody's Investors Service, Inc. or Standard & Poor's Credit Market Services, a division of The McGraw-Hill Companies. Inc.

All such investments shall at all times be a part of the Fund from whence the moneys used to acquire such investments shall have come. In computing the amount in any fund or account hereunder, investments permitted by this Section 501 shall be valued at the market price thereof at least annually by the Trustee on or before June 10 of each year. All income and profits on such investments, shall be credited to, and all losses thereon shall be charged against, such funds and accounts equal to each fund's or account's respective proportionate contribution thereto. Any such investments shall be made and held by or under the control of the Trustee. Any such investments shall be made by the Trustee in such manner as to assure the availability of moneys to make disbursements from the Acquisition Fund on the anticipated dates of disbursement for the Project and to make payments of the principal of, and premium, if any, and interest on, the Bonds at the times and in the amounts as provided therein. The Trustee may make any and all such investments through its trust department or the bond department of any bank or trust company under common control with the Trustee. The Trustee shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in (a) the Acquisition Fund is insufficient to pay a disbursement in accordance with Section 408 hereof or (b) the Bond Fund is insufficient to pay the Bondowners at the times and in the amounts as provided herein.

ARTICLE VI

REDEMPTION OF BONDS

Section 601. Redemption of Bonds. The Series 2027 Bonds shall be subject to redemption at the option of the Issuer in whole or in part at any time (after giving notice as provided in Section 604 below), at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

Section 602. Partial Redemption of Bonds. In the case of a partial redemption of Bonds when Bonds of denominations greater than $1,000 are then outstanding, then for all purposes in connection with such partial redemption, each $1,000 of face value shall be treated as though it were a separate Bond of the denomination of $1,000. If it is determined that one or more, but not all, of the $1,000 units of face value represented by any Bond is to be called for redemption, then upon notice of intention to redeem such $1,000 unit or units (given by the Trustee), the owner of such Bond shall forthwith surrender such Bond to the Trustee (a) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the $1,000 unit or units of face value called for redemption and (b) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the same Series, designation, maturity and interest rate and in any of the authorized denominations, at the option of the owner thereof, of the aggregate principal amount of the unpaid balance of the principal amount of the Bond to be so redeemed. If the owner of any such Bond of a denomination greater than $1,000 shall fail to present such Bond to the

Trustee for redemption and exchange as aforesaid, the principal amount of such Bond to be redeemed shall, nevertheless, become due and payable on the redemption date to the extent of the $1,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond to be redeemed represented by such $1,000 unit or units of face value on and after the redemption date and (funds sufficient for the payment of the redemption price having been deposited with the Trustee and being available for the redemption of said unit or units on the redemption date) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon after the redemption date) represented by such $1,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units.

Section 603. Redemption Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated "*Local Building Authority of Woods Cross City, Utah Lease Revenue Bonds Redemption Fund.*" All moneys to be used for redemption of Bonds shall be deposited in the Redemption Fund. Said moneys shall be set aside in the Redemption Fund solely for the purpose of redeeming the principal of the Bonds in advance of their scheduled maturity date, and shall be applied on or after the date designated for redemption of the principal of, and premium, if any, and interest on, the Bonds to be redeemed, as the case may be, upon presentation and surrender of such Bonds.

Section 604. Notice of Redemption; Deposit of Moneys. (a) Notice of the call for any redemption shall be given by the Trustee (upon being satisfactorily indemnified as to expenses) in writing by registered or certified mail, return receipt requested, at least thirty (30) but nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner actually receives the notice. Each notice of redemption shall state:

(15) the redemption date;

(ii) the redemption price;

(iii) the source of the funds to be used for such redemption, if known by the Trustee;

(iv) the principal amount of the Bonds to be redeemed;

(v) if less than all of the outstanding Bonds of any Series are to be redeemed, the certificate numbers and the respective principal amount of the Bonds to be redeemed;

(vi) that on the redemption date the redemption price and interest accrued to the redemption date will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after the redemption date; and

(vii) the name and address of the Person to which such Bonds are to be surrendered for payment of the redemption price.

(b) If at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all Bonds called for redemption, which moneys are or will be available for redemption of Bonds, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

I On or prior to the date fixed for any redemption of Bonds the moneys required for such redemption shall be deposited with the Trustee by the Lessee in accordance with the Master Lease. The principal of the Bonds called for redemption shall cease to bear interest after the specified redemption date, *provided* that sufficient funds for redemption are on deposit with the Trustee at that time.

Section 605. Redemption of All Outstanding Bonds. In the event that the principal of all Bonds then outstanding is to be redeemed, the Trustee shall, without further authorization, deposit into the Redemption Fund all moneys then remaining in the Acquisition Fund and the Insurance Fund, with advice to the Lessee and the Issuer of such action, such deposit to be made on the date fixed for redemption.

Section 606. Revised Schedule of Base Rentals. Upon partial redemption or the issuance of Additional Bonds pursuant to Section 213 hereof, the Issuer shall provide the Trustee and the Lessee with a revised schedule of Base Rentals which schedule shall take into account such redemption or issuance and shall be and become for all purposes thereafter *Schedule I* to the Master Lease setting forth the Base Rentals.

ARTICLE VII

POSSESSION, USE AND PARTIAL RELEASE OF LEASED PROPERTY

Section 701. Subordination of Lease to the Indenture. As provided in Section 10.05 of the Master Lease, the Master Lease and the Lessee's interest in the Leased Property and its interest as lessee under the Master Lease shall at all times be subject to the lien of this Indenture, *provided, however*, that so long as no Event of Default hereunder or an Event of Nonappropriation has occurred and is then continuing the master Lease shall remain in full force and effect notwithstanding such subordination, and the Lessee shall not be disturbed by the Issuer or the Trustee in its possession, use and enjoyment of the leased Property during the term of the Master Lease or in the enjoyment of its rights under the Master Lease.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 801. Events of Default Defined. The occurrence of any of the following events shall constitute an "Event of Default" under this Indenture:

(a) Default in the payment of the principal of or premium, if any, on any Bond when the same shall become due and payable, whether at the stated maturity date thereof, by acceleration or call for redemption or otherwise; or

(b) Default in the payment of any interest on any Bond when the same shall become due and payable; or

I The occurrence of any Event of Nonappropriation or Event of Default as each such term is defined in the Master Lease; or

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained and the continuance thereof for a period of thirty (30) days after written notice to the Issuer and the Lessee given by the Trustee or to the Trustee, the Issuer and the Lessee by the owners of not less than a majority in aggregate principal amount of Bonds then outstanding.

Section 802. Remedies Upon Default. Upon the occurrence and continuance of any Event of Default hereunder, but subject always to Article X hereof, the Trustee shall have all the rights and remedies with respect to the Trust Estate as the Issuer, as lessor, has against the Leased Property and the Lessee under the pertinent provisions of the Master Lease and subject to the restrictions and limitations therein provided. Upon the occurrence and continuance of any Event of Default, the Trustee may and shall, at the written request of Bondowners of not less than 25% in aggregate principal amount declare the principal amount of the Bonds then outstanding to be immediately due and payable, whereupon such principal amount shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding; *provided, however*, that no such acceleration shall change or otherwise affect the Lessee's obligation under the Master Lease to pay Rentals only during the terms of the Master Lease and in the amounts and at the times as provided in the Master Lease. The Trustee shall give notice of such declaration of acceleration to the Lessee and the Issuer and shall give notice thereof to owners of all Bonds then outstanding.

Upon the occurrence and continuance of any Event of Default specified in subsection (a), (b), (c) or (d) of Section 901 hereof the Trustee shall, without any action on the part of the owners of the Bonds, give notice to the Lessee to vacate the Leased Property immediately as provided in the Master Lease, with or without terminating the term of the Master Lease thereunder except as to the Lessee's possessory interests in the Leased Property under the Master Lease. The Trustee may, and at the written request of Bondowners of not less than 25% in aggregate principal amount of Bonds then outstanding shall, execute a written notice of default and an election to cause the

Issuer's interest in the Leased Property or any portion thereof to be sold to satisfy the obligations of the Issuer under this Indenture in accordance with the provisions of the Deed of Trust and/or may cause a sale of personal property as provided by law and take one or any combination of the following additional remedial steps:

(a) The Trustee may terminate the Master Lease or the Lessee's possessory rights thereunder (without otherwise terminating the Master Lease), and re-enter the Leased Property, eject all parties in possession thereof therefrom and relet the Leased Property, all as provided in Section 14.02(a) of the Master Lease;

(b) The Trustee may, subject to compliance with the applicable provisions of the "one action rule" set forth in Chapter 37 of Title 78 of the Utah Code Annotated 1953, as amended, recover from the Lessee:

(i) the portion of Base Rentals and Additional Rentals which are or would otherwise have been payable under the Master Lease during any period in which the Lessee continues to use, occupy and operate the Project Site or any portion thereof; and

(ii) Base Rentals and Additional Rentals which are or would otherwise have been payable by the Lessee under the Master Lease during the remainder, after the Lessee vacates the Project Site, of the Initial Term or the Renewal Term in which such Event of Default occurs for which Term the Lessee had lawfully appropriated moneys for purposes of paying such Base Rentals and Additional Rentals; *provided, however*, that if the Trustee does not proceed to sell the Leased Property reasonably promptly after such Event of Default, the Trustee shall be obligated to the Lessee to use commercially reasonable efforts to lease or sublease the Leased Property upon such terms and conditions the Trustee deems commercially reasonable, for the remainder of such Initial Term or Renewal Term, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the Lessee under this subparagraph (ii);

I Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Leased Property or any part thereof, in its own name or in the name of the Issuer, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Leased Property, or part thereof or interest or space therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Leased Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any obligations secured hereby, all in such order as the Trustee may determine. The entering upon and taking possession of the Leased Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of

the Leased Property or the collection, receipt and application of rents, issues or profits, the Trustee shall be entitled to exercise every right and remedy provided for in the Master Lease or this Indenture or now or hereafter permitted by law upon occurrence of any Event of Default;

(d) In conformity with Section 312(b) hereof, exercise all rights of the Issuer in its capacity as lessor under the Master Lease, including the right to lease all or any part of the Leased Property in the name and for the account of the Issuer, to collect, receive and sequester the rents, revenues, issues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel and any charges of the Trustee hereunder, any taxes and assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay and all expenses and costs of repairs and improvements to the Leased Property as hereinafter described and apply the remainder of the moneys so received in accordance with Section 907 hereof. Upon the occurrence and continuance of an Event of Default hereunder, the Issuer, upon demand of the Trustee, shall forthwith surrender possession of the Leased Property, together with the books and records of the Issuer pertaining thereto, and including the rights to hold, operate and manage the same, and rights from time to time to make all needful repairs and improvements as the Trustee may deem wise; and

I Exercise any or all of the remedies available to a secured party under applicable law, with respect to property subject to this Indenture. Without limiting the generality of the foregoing, the Trustee shall have the right to take possession of any personal property or fixtures subject to the lien of this Indenture and to take such other measures as the Trustee may deem as necessary for the care, protection, preservation and marketing of said personal property and fixtures. The Trustee may require the Lessee to assemble any such personal property or fixtures and make the same available to the Trustee at a place to be designated by the Trustee which is reasonably convenient to the Trustee and the Lessee. It is agreed that a commercially reasonable manner of disposition of personal property includes, without limitation, disposition with the real property in the manner provided above.

A judgment requiring a payment of money may be entered against the Lessee 44for an Event of Default hereunder only as to the liabilities described in paragraph (b) above. Notwithstanding anything set forth in the Master Lease or herein to the contrary, any Event of Default consisting of a failure by the Lessee to vacate the Project Site by the expiration of the Initial Term or the Renewal Term during which an Event of Nonappropriation occurs shall not result in any liability for Base Rentals or Additional Rentals allocable to any period other than the period in which the Lessee continues to use, occupy and operate the Project Site or any portion thereof and to that extent only.

Section 803. Other Remedies. (a) Upon the occurrence of an Event of Default, the Trustee may, as an alternative, either after entry or without entry, pursue any available remedy by suit at law or equity to enforce the payment of the principal of, and premium, if any, and interest on, the

Bonds then outstanding, including, without limitation, foreclosure and mandamus and an action for specific performance of any agreement herein contained.

(b) Upon the occurrence of an Event of Default, if requested to do so by the owners of at least 25% in aggregate principal amount of Bonds then outstanding and if indemnified to its satisfaction as provided herein, the Trustee shall exercise such one or more of the rights and powers conferred by this Article as the Trustee, upon being advised by counsel, shall deem most expedient in the interests of the Bondowners; *provided* that the obligation of the Trustee to accelerate the principal of the Bonds shall be subject to Section 902 hereof.

Section 804. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Issuer or of the Bondowners under this Indenture, the Trustee, as a matter of right and after at least five (5) days notice to the Issuer, and without regard to the then value of the Leased Property or the interest of the Issuer, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Leased Property, and the Issuer hereby irrevocably consents to such appointment and, to the extent permitted by law, waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of the Trustee in case of entry as provided in Section 902 hereof and shall continue as such and exercise all such powers until the date of confirmation of sale of the Leased Property unless such receivership is sooner terminated.

Section 805. Remedies Not Exclusive. The Trustee shall be entitled to enforce payments and performance of any obligations secured hereby and to exercise all rights and powers under this Indenture or under the Master Lease or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Indenture nor its enforcement whether by court action or other powers herein contained shall prejudice or in any manner affect the Trustee's right to realize upon or enforce any other security now or hereafter held by the Trustee, it being agreed that the Trustee shall be entitled to enforce this Indenture and any other security now or hereafter held by the Trustee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Indenture or the Master Lease or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee and the Trustee may pursue inconsistent remedies.

Section 806. Limitation on Remedies. (a) Notwithstanding anything herein to the contrary or in the Deed of Trust, no deficiency judgment upon foreclosure or exercise of other remedies as herein or in the Deed of Trust provided may be entered against the Lessee or the State of Utah or any of its political subdivisions, *provided* that the Lessee shall remain liable to pay Rentals for any period that it uses, occupies and operates the Project Site, and the Trustee shall be entitled to recover such Rentals from the Lessee as provided in Section 902(b) hereof.

(b) No breach of any covenant or agreement herein or in the Master Lease shall impose any general obligation or liability upon, nor a charge against, the Lessee or the general credit or taxing power of the State of Utah or any of its political subdivisions.

Section 807. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be deposited in the Bond Fund. After payment of costs and expenses of foreclosure and liquidation, reletting or sale or suit, if any, Trustee and Paying Agent fees, and of all proper expenses, liabilities and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Trustee or the owner or owners of the Bonds, and of all taxes, assessments or liens superior to the lien of these presents, subject to which any such liquidation, reletting or sale may have been made, and of all Additional Rentals subject to the lien hereof owed and of all amounts advanced by the Trustee to protect the Leased Property or any of its and the Bondowners' rights with respect thereto, all moneys in the Bond Fund shall be applied as follows:

(15) Unless the principal of all the Bonds shall have become or shall have been declared due and payable:

First, to the payment to the Registered Owners entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Registered Owners entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds; and

Second, to the payment to the Registered Owners entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds at the respective rates specified therein from the respective dates upon which they become due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then first to the payment of such interest ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds; and

Third, to the payment of all other sums secured hereby; and

Fourth, to the extent permitted by law, to the payment to the Persons entitled thereto of the unpaid interest on overdue installments of interest ratably, according to the amounts of such interest due on such date, without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied *first* to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or privilege.

I If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Bond Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of, and premium, if any, and interest on, all Bonds have been paid under the provisions of this Section 907 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund, or any other fund established hereunder, shall be paid to the Lessee as provided in Section 409 hereof.

Notwithstanding anything herein to the contrary, the Trustee shall be entitled to relet the Leased Property in conjunction with or following foreclosure proceedings for such period as is necessary for the Trustee to obtain sufficient moneys to pay the principal of, and premium, if any, and interest on, the Bonds in full, and the obligations of the Trustee with respect to the owners of the Bonds and the receipt and disbursement of funds shall continue until the lien of this Indenture is discharged or foreclosed as herein provided. The termination or expiration of the term of the Master Lease as to the Lessee's possessory rights thereunder, of itself, shall not discharge the lien of this Indenture.

Section 808. Right of Bondowners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of the Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for

the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 809. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit (subject to the provisions of Section 908 hereof) of the owners of the then outstanding Bonds.

Section 810. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee, the Lessee and the Bondowners shall be restored to their former positions and rights hereunder respectively with regard to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 811. Waivers of Events of Default. The Trustee may not waive any Event of Default hereunder nor its consequences nor rescind any declaration of maturity of principal of and interest on the Bonds. The Trustee shall only do so upon the written request of the owners of (a) more than 50% in aggregate principal amount of all Bonds then outstanding in respect of which a default exists in the payment of principal and/or premium, if any, and/or interest, or (b) more than 50% in aggregate principal amount of all Bonds then outstanding in the case of any other Event of Default. No such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 812. Rights and Remedies of Bondowners. Nothing in this Indenture, the Bonds, the Lease or other related documents shall affect or impair the right of any Bondowner to enforce, by action at law or in equity, payment of the principal of, and premium, if any, and interest on, any Bond at and after the maturity thereof, or upon the date fixed for redemption or upon the same being declared due prior to maturity, as herein provided, or the obligation of the Issuer to pay the principal of, and premium, if any, and interest on, each of the Bonds issued hereunder to the respective owners thereof at the time, place, from the source and in the manner expressed herein and in the Bonds.

ARTICLE IX

THE TRUSTEE

The Trustee accepts the trusts hereunder and agrees to perform the same, but only upon the terms and conditions hereof, including the following, to all of which the Issuer and the respective owners of the Bonds at any time outstanding by their acceptance thereof agree:

Section 901. Duties of the Trustee. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture.

Following an Event of Default, the Trustee is under no obligation to enforce the Indenture or the Master Lease with respect to which such Event of Default has occurred except as it may be directed pursuant to Section 1002(i) hereof; *provided however* that the Trustee shall continue at all times to perform its customary duties as provided herein.

Section 902. Trustee's Liability. No provision of this Indenture shall be construed to relieve the Trustee from liability for its gross negligence or willful misconduct, except that:

(a) the Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee but the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture;

(b) in the absence of bad faith on the part of the Trustee, the Trustee may rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon, any resolution, Officer's Certificate, opinion of counsel, certificate, request, notice, consent, waiver, order, signature guaranty, notarial seal, stamp, acknowledgment, verification, appraisal, report or other paper or document believed by the Trustee to be genuine and to have been signed, affixed or presented by the proper party or parties;

I in the absence of bad faith on the part of the Trustee, whenever the Trustee, or any of its agents, representatives, experts or counsel, shall consider it necessary or desirable that any matter be proved or established, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officer's Certificate; *provided, however*, that the Trustee, or such agent, representative, Registered Owners, expert or counsel, may require such further and additional evidence and make such further investigation as it or they may consider reasonable;

(d) the Trustee may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel;

I the Trustee may hire agents and the advice or expertise of such agents shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or expertise of such agent;

(f) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any direction or request of the owners of the Bonds;

(g) the Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee;

(h) the Trustee shall not be deemed to have knowledge of any Event of Default (except an Event of Default under Sections 901(a) or 901(b) hereof or Section 14.01(a) or 14.01(b) of the Master Lease) hereunder or under the Master Lease unless and until the Trustee shall have received written advice thereof from the owner of any Bond, the Issuer or the Lessee;

(i) whether or not an Event of Default shall have occurred, the Trustee shall not be under any obligation to take any action under this Indenture which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it by the security afforded to it by the terms of this Indenture, unless and until it is requested in writing so to do by one or more owners of Bonds outstanding hereunder and furnished, from time to time as it may require, with security and indemnity acceptable to the Trustee;

(j) whether or not an Event of Default shall have occurred, whenever it is provided in this Indenture that the Trustee consent to any act or omission by any Person or that the Trustee exercise its discretion in any manner, the Trustee may (but need not) seek the written acquiescence of the owner or owners of at least a majority in aggregate principal amount of the Bonds then outstanding and, unless written evidence of such acquiescence has been received by the Trustee, it shall be fully justified in refusing so to consent or so to exercise its discretion, *provided, however*, the owners of not less than a majority in principal amount of the Bonds from time to time outstanding have the right, upon furnishing to the Trustee such indemnification as the Trustee shall request, by an instrument in writing delivered to the Trustee, to determine which of the remedies herein set forth shall be adopted and to direct the time, method and place of conducting all proceedings to be taken under the provisions of this Indenture for the enforcement thereof or of the Bonds; *provided further*, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceedings so directed may not lawfully be taken or would be prejudicial to owners of Bonds not parties to such direction;

(k) the Bondowners shall not have any right to institute any action or proceedings at law or in equity for the execution and enforcement of the trusts hereby created unless, within sixty (60) days after a direction in writing by the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding, the Trustee has failed or refused to institute the action on behalf of such Bondowners;

(l) IN NO EVENT SHALL THE TRUSTEE BE LIABLE TO ANY PARTY OR THIRD PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF BUSINESS ARISING UNDER OR IN CONNECTION WITH THIS INDENTURE, EVEN IF PREVIOUSLY INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION; AND

(m) the Trustee shall not sell, mortgage, transfer, assign or hypothecate its interest herein or in the Revenues or the Leased Property or any part of any thereof or any interest therein or in any amount to be received by it from the disposition of any of the Leased Property, except as provided herein with respect to the enforcement of its rights and remedies hereunder.

Section 903. No Responsibility of Trustee for Recitals. (a) The recitals and statements contained herein and in the Bonds shall be taken as the recitals and statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same, nor shall the Trustee have any responsibility for or any liability with respect to any disclosure, warranty, representation or concealment or failure to disclose in connection with the offering, solicitation, sale or distribution of the Bonds.

(b) The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds secured hereby, the security hereby or thereby afforded, the interest of the Issuer in the Trust Estate or the descriptions thereof, or the filing or recording or registering of this Indenture, or any other document. The Trustee shall not be required to undertake any act or duty to insure or cause the Project Site or the Leased Property to be insured or to maintain, repair or otherwise take care of any of the Leased Property.

I The Trustee shall not be concerned with or accountable to anyone for the use or application of any deposited moneys which shall be released or withdrawn in accordance with the provisions of this Indenture or of any Property or the proceeds thereof which shall be released from the lien hereof in accordance with the provisions of this Indenture.

(d) The Trustee shall not be liable to anyone for any delay in the Project Site, or for any default on the part of any supplier or manufacturer thereof, or for any defect in any portion of the Leased Property or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the title thereto.

Section 904. Compensation and Expenses of Trustee; Indemnification. The Trustee shall be entitled to reasonable compensation for its services hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and to reimbursement for all reasonable expenses incurred hereunder, and as Registrar and Paying Agent, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its powers and duties hereunder.

The Issuer will indemnify and save the Trustee harmless against any liabilities, not arising from the Trustee's own default or gross negligence or bad faith, which it may incur in the exercise and performance of its rights, powers, trusts, duties and obligations hereunder, but only from lawfully appropriated moneys available for such purpose and payable as Additional Rentals under the Master Lease.

Section 905. Status of Moneys Received. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received,

but need not be segregated in any manner from any other moneys, except to the extent required by law or as provided herein, and may be deposited by the Trustee under such general conditions as may be prescribed by law in the Trustee's general banking department, and the Trustee shall be under no liability for interest on any moneys received by it hereunder. The Trustee and any affiliated corporation may become the owner of any Bond secured hereby and be interested in any financial transaction with the Issuer or the Lessee, or the Trustee may act as depositary or otherwise in respect of other securities of the Issuer or the Lessee, all with the same rights which it would have if it were not the Trustee.

Section 906. Resignation of Trustee. The Trustee may resign and be discharged from the trusts created hereby by delivering sixty (60) days' prior written notice thereof to the Issuer, the Lessee and all owners of Bonds at the time outstanding. Such resignation shall take effect only upon the appointment of a successor Trustee and the acceptance of such appointment by such successor Trustee.

Section 907. Removal of Trustee. The Issuer shall, at the written direction of the Lessee, shall remove the Trustee by an instrument or instruments in writing executed by the Issuer and delivered to the Trustee, specifying the removal, *provided* that such removal shall take effect only upon the appointment of a successor Trustee and the acceptance of such appointment by such successor Trustee.

Section 908. Appointment of Successor Trustee. In case at any time the Trustee shall resign or be removed or become incapable of acting, a successor Trustee may be appointed by the Registered Owner of the Series 2027 Bonds by an instrument or instruments in writing executed by such Bondowners and filed with such successor Trustee, the Issuer and the Lessee.

Until a successor Trustee shall be so appointed by the Bondowners, the Issuer shall appoint a successor Trustee to fill such vacancy, by an instrument in writing executed by the Issuer and delivered to the successor Trustee. If all or substantially all of the Trust Estate shall be in the possession of one or more receivers, trustees, liquidators or assignees for the benefit of creditors, then such receivers, trustees, custodians, liquidators or assignees for the benefit of creditors may, by an instrument in writing delivered to the successor Trustee, appoint a successor Trustee. Promptly after any such appointment, the Issuer, or any such receivers, trustees, custodians, liquidators or assignees, as the case may be, shall give notice thereof, and to each owner of the Bonds at the time outstanding.

If a successor Trustee shall not be appointed pursuant to this Section within sixty (60) days after a vacancy shall have occurred in the office of the Trustee, the owner of any Bond or such retiring Trustee (unless the retiring Trustee is being removed) may apply to any court of competent jurisdiction to appoint a successor Trustee, and such court may thereupon, after such notice, if any, as it may consider proper, appoint a successor Trustee.

Section 909. Succession of Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer, the Registered Owners and the predecessor Trustee an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed, conveyance or transfer, shall become vested with the title to the Trust Estate,

and with all the rights, powers, trusts, duties and obligations of the predecessor Trustee in the trust hereunder, with like effect as if originally named as Trustee herein.

Upon the request of any such successor Trustee, however, the Issuer, the Registered Owners, and the predecessor Trustee shall execute and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee the predecessor Trustee's interest in the Trust Estate and all such rights, powers, trusts, duties and obligations of the predecessor Trustee and the predecessor Trustee shall also assign and deliver to the successor Trustee any Property subject to the lien of this Indenture which may then be in its possession.

Section 910. Eligibility of Trustee. Every Trustee so provided hereunder shall be a state or national bank or trust company or a corporation with trust powers in good standing organized under the laws of the United States of America or of any state thereof, having a capital, surplus and undivided profits aggregating at least $10,000,000, if there be such a bank, trust company or corporation willing and able to accept such trust upon reasonable and customary terms.

In case the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 1006 hereof.

Section 911. Successor Trustee by Merger. Any corporation into which the Trustee may be merged or with which it may be consolidated or converted, or any corporation resulting from any merger, consolidation or conversion to which the Trustee shall be a party, or any state or national bank or trust company in any manner succeeding to the corporate trust business of the Trustee as a whole or substantially as a whole, if eligible as provided in Section 1010 hereof, shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto, anything to the contrary contained herein notwithstanding.

Section 912. Co-Trustees. At any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Issuer and the Trustee jointly shall have power, and shall execute and deliver all instruments, to appoint one or more persons approved by the Trustee, to act as co-Trustee, or co-Trustees, jointly with the Trustee, or separate trustee or separate trustees, of all or any part of the Trust Estate, and to vest in such person or persons, in such capacity, such interest in the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable.

Section 913. Notice to the Lessee of Investment Earnings; Annual Reports by Trustee; Notice of Estimated Additional Rentals. (a) Not less than thirty (30) days prior to each applicable Base Rental Payment Date, the Trustee shall prepare and mail a statement of account to the Lessee notifying the Lessee of the amounts of investment earnings then held in the Bond Fund and available to be applied as a credit against the Lessee's Base Rentals due on the next succeeding Base Rental Payment Date as provided in Section 4.07 of the Master Lease and the amount of Base Rentals due on such next succeeding Base Rental Payment Date. The Lessee shall be entitled to a

credit for such amounts against the payment of Base Rentals next coming due under the Master Lease as provided in Section 4.07 of the Master Lease.

(b) The Trustee shall make annual reports to the Issuer and the Lessee of all moneys received and expended by it in such form as shall be agreed on by the Issuer, the Lessee and the Trustee.

I Prior to April 1 of each year during the term of the Master Lease, the Trustee shall propose and submit to the Lessee a statement estimating the amount of Additional Rentals set forth in Section 401(b)(i), (ii) and (iii) of the Master Lease that are expected to become due during the next succeeding Renewal Term (assuming for this purpose only that the governing body of the Lessee will elect to extend the term of the Master Lease for such Renewal Term), which statement will detail the items constituting such Additional Rentals. With respect to each such statement estimating the amount of Additional Rentals prepared by the Trustee as provided herein, the Trustee shall not be required to make or be deemed to have made any representation that such estimate will be sufficient to pay all Additional Rentals which will become due during the ensuing Renewal Term. In no event shall the Trustee be liable to the Issuer, the Lessee or the owners of the Bonds in connection with any such estimate so long as the Trustee is acting in accordance with the standard specified in Section 1002 hereof.

Section 914. Designation and Succession of Paying Agents and Registrar; Agreement with Paying Agent. (a) Pursuant to the provisions hereof, the Trustee hereby appoints itself as the initial Paying Agent for the Bonds, with its principal corporate trust office in Salt Lake City, Utah. Any bank or trust company with or into which any Paying Agent or Registrar may be merged or consolidated, or to which the assets and business of such Paying Agent or Registrar may be sold, shall be deemed the successor of such Paying Agent or Registrar, respectively, for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the Issuer shall appoint a bank or trust company located in the same city as such Paying Agent to fill such vacancy. In addition to any Registrars appointed pursuant to Section 1015 hereof, the Trustee may appoint such Registrars (subject to the provisions of Section 1016 hereof) as it deems appropriate. The Lessee shall have the right at any time to direct the Trustee to appoint or remove any Paying Agent or Registrar.

The appointment and designation of any Paying Agent, other than the Trustee, shall become effective upon the filing of written notice of such appointment and designation, together with a certified copy of the written acceptance of such appointment and designation, with the Trustee and the Registrar. Any Paying Agent, other than the Trustee, shall designate in writing to the Trustee and the Registrar its principal office for purposes of this Indenture. Any Paying Agent may at any time resign by giving written notice of resignation to the Trustee, the Registrar, the Issuer and the Lessee. The Issuer may terminate the agency of any Paying Agent at any time by giving written notice of termination to such Paying Agent, the Trustee and the Registrar.

The appointment of a registrar other than the initial appointment of a Registrar under this Indenture shall become effective upon the last to occur of the filing of written notice of such appointment, together with a certified copy of a written acceptance of such appointment, with the

Issuer or the giving of a notice of such appointment to all Bondowners. Any Registrar may at any time resign or be removed as provided in Section 1016 hereof.

The Paying Agent and the Registrar shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 1002 hereof with respect to the Trustee insofar as such provisions may be applicable.

The Trustee will cause each Paying Agent, other than the Trustee, to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

(a) hold all sums held by it for the payment of principal of, and premium, if any, and interest on, the Bonds, in trust for the benefit of the Bondowners entitled thereto until such sums shall be paid to such Bondowners or otherwise disposed of as herein provided;

(b) keep such books and records as shall be consistent with prudent industry practice, to make such books and records available for inspection by the Lessee and the Trustee at all reasonable times; and

I upon the written request of the Trustee, forthwith deliver to the Trustee all sums so held in trust by such Paying Agent.

The Issuer shall cooperate with the Trustee and the Lessee to cause the necessary arrangements to be made and to be thereafter continued whereby funds derived from the sources specified in Sections 403, 404 and 604 hereof will be made available for the payment when due of the principal of, and premium, if any, and interest on, the Bonds as presented at the principal corporate trust office of the Paying Agent.

Section 915. Registrar. Pursuant to the provisions hereof, the Trustee hereby appoints itself as the initial Registrar for the Bonds, with its principal corporate trust office in Salt Lake City, Utah. The Issuer shall appoint any other Registrar for the Bonds, subject to the conditions set forth in Section 1016 hereof. Any Registrar, other than the Trustee, shall designate to the Trustee its principal office and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer and the Trustee under which such Registrar will agree, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Trustee and the Lessee at all reasonable times.

Section 916. Qualifications of Registrar; Resignation; Removal. The Registrar shall be a corporation duly organized under the laws of the United States of America or any state or territory thereof, having a combined capital stock, surplus and undivided profits of at least $10,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Registrar may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty (60) days' notice to the Issuer, the Trustee and the Lessee and giving notice to

the Bondowners. The Registrar may be removed at any time by an instrument, signed by the Issuer, filed with the Registrar and the Trustee.

In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Bonds and the registration books held by it in such capacity to its successor or, if there by no successor, to the Trustee.

In the event that the Issuer shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer shall not have appointed a successor as Registrar, the Trustee shall *ipso facto* be deemed to be the Registrar for all purposes of this Indenture until the appointment by the Issuer of the Registrar or successor Registrar, as the case may be.

ARTICLE X

LIMITATIONS OF LIABILITY

Section 1001. Limitations of Liability of Issuer. All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Indenture shall be deemed to be the respective covenants, stipulations, promises, agreements and obligations of the Issuer, and not of any officer, trustee, employee or agent of the Issuer, nor of any incorporator, trustee, employee or agent of the Issuer, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other document executed in connection herewith. Any and all personal liability or obligation, whether in common law or in equity or by reason of statute or constitution or otherwise, of any such person is hereby expressly waived and released by the Bondowners as a condition to and consideration for the issuance of the Bonds and the execution of this Indenture and the Operative Agreements. The Trustee and the Bondowners agree to look solely to the Issuer and the Trust Estate, including the Leased Property and the Revenues, for the payment of said interests or the satisfaction of such liability; *provided, however*, nothing herein contained shall limit, restrict or impair the rights of the Bondowners or the Trustee to exercise all rights and remedies provided under this Indenture or the Master Lease or otherwise realize upon the Trust Estate.

Section 1002. Limitations of Liability of Lessee. Nothing herein shall be construed to require the governing body of the Lessee to appropriate any money for the performance of any obligation hereunder or under the Master Lease. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the State of Utah or any political subdivision of the State of Utah within the meaning of any constitutional or statutory debt limitation. Neither the execution, delivery and performance of the Master Lease nor the issuance of the Bonds directly or indirectly obligates the Lessee to make any payments hereunder or under the Master Lease beyond those appropriated for the Lessee's then current Fiscal Year.

ARTICLE XI

SUPPLEMENTAL INDENTURES; WAIVERS

Section 1101. Supplemental Indentures. The Issuer and the Trustee from time to time and at any time with the prior written consent of the Lessee, but without the consent of or notice to any other Bondowners and subject to the restrictions in this Indenture contained, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof for any one or more or all of the following purposes:

(a) to add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon, the Issuer;

(b) to subject to the lien of this Indenture additional Property and Revenues hereafter acquired by the Issuer and intended to be subjected to the lien of this Indenture and to correct and amplify the description of any Property and Revenues subject to the lien of this Indenture;

I to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect;

(d) to cure any ambiguity or cure, correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture or to make such other provisions in regards to matters or questions arising under this Indenture or any supplemental indenture as shall not adversely affect the interest of any Bondowner;

I to comply with any additional requirements necessary to comply with the Code; or

(f) to authorize the issuance of Additional Bonds, subject to Section 213 hereof;

and the Issuer covenants to perform all requirements of any such supplemental indenture. No restriction or obligation imposed upon the Issuer may, except as otherwise provided in this Indenture, be waived or modified by such supplemental indentures or otherwise.

Section 1102. Waivers and Consents by Bondowners; Supplemental Indentures with Bondowners' Consent. Except as provided in Section 1201 hereof, upon the prior written waiver or consent of the owners of not less than 50% in aggregate principal amount of the Bonds at the time outstanding given as in Section 1408 provided, (a) the Issuer may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Indenture or any indenture supplemental hereto, or (b) the Issuer and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding, changing or eliminating any provisions of this Indenture or of any indenture supplemental hereto or modifying in any manner the rights and obligations of the owners of the Bonds and the Issuer; provided, that no such waiver or

supplemental indenture shall (i) impair or affect the right of any owner to receive payments or prepayments of the principal of, and premium, if any, and interest on, such owner's Bond, as therein and herein provided, without the consent of such owner, (ii) permit the creation of any Lien with respect to any of the Trust Estate, without the consent of the owners of all the Bonds at the time outstanding, (iii) effect the deprivation of the owner of any Bond of the benefit of the lien of this Indenture upon all or any part of the Trust Estate without the consent of such owner, (iv) reduce the aforesaid percentage of the aggregate principal amount of Bonds, the owners of which are required to consent to any such waiver or supplemental indenture pursuant to this Section, without the consent of the owners of all of the Bonds at the time outstanding or (v) modify the rights, duties or immunities of the Trustee without the consent of the Trustee and the owners of all of the Bonds at the time outstanding.

Section 1103. Notice of Supplemental Indentures. Promptly after the execution by the Issuer and the Trustee of any supplemental indenture or agreement pursuant to the provisions of Section 1201 or 1202 hereof, the Trustee shall give a conformed copy thereof to each owner of the Bonds.

Section 1104. Opinion of Counsel Conclusive as to Supplemental Indentures. The Trustee is hereby authorized to join with the Issuer in the execution of any such supplemental indenture authorized or permitted by the terms of this Indenture and to make the further agreements and stipulations which may be therein contained, and the Trustee may receive an opinion of counsel selected by the Trustee (which may be counsel for the Lessee or the Issuer) as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article XII complies with the requirements of this Article XII.

ARTICLE XII

AMENDMENT OF LEASE

Section 1201. Amendments to Lease Not Requiring Consent of Bondowners. The Issuer and the Lessee may, without the consent of or notice to any other Bondowners, consent to any amendment, change or modification of the Master Lease as may be required (a) by the provisions of the Master Lease (including those required by Sections 13.01 and 13.02 thereof) or this Indenture; (b) for the purpose of curing any ambiguity or formal defect or omission in the Master Lease; (c) in order to more precisely identify the Leased Property or any portion thereof or to add additional or substituted improvements or properties acquired in accordance with the Master Lease and the Indenture; (d) in connection with any other change in the Master Lease which, in the judgment of the Trustee, is not materially adverse to the Trustee or the Bondowners; I for the purposes of complying with additional requirements necessary to comply with the Code or (f) in connection with the issuance of Additional Bonds.

Section 1202. Amendments to Lease Requiring Consent of Bondowners. Except for the amendments, changes or modifications as provided in Section 1301 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Master Lease without mailing of notice and the prior written approval or consent of the owners of not less than

50% in aggregate principal amount of the Bonds at the time outstanding given as in Section 1408 provided. If at any time the Issuer and the Lessee shall request the consent of the Trustee to any such proposed amendment, change or modification of the Master Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be mailed in the same manner as provided by Section 1203 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Bondowners.

ARTICLE XIII

MISCELLANEOUS

Section 1301. Successors and Assigns; Parties in Interest. Whenever any of the parties hereto is referred to such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Indenture contained by or on behalf of the Issuer or of the Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not; and, other than the Lessee, no other person, firm or corporation shall have any right, remedy or claim under or by reason of this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Lessee and the Bondowners any legal or equitable right, remedy or claim under or in respect to this Indenture. All covenants, stipulations, promises and agreements in the Indenture contained by or on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Trustee and the Bondowners.

Section 1302. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Indenture shall not render any other provision or provisions herein contained unenforceable or invalid, *provided* that nothing contained in this Section 1402 shall be construed to amend or modify the immunities of the Issuer in its individual capacity provided for in Section 1101 hereof, to amend or modify the immunities of the Lessee provided for in Section 1102 hereof or to amend or modify any limitations or restrictions on the Trustee or any Bondowner or their respective successors or assigns under Article X hereof.

Section 1303. Communications. All communications provided for herein shall be in writing. Communications to the Issuer, the Trustee or the Lessee shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when duly mailed by registered or certified mail addressed as follows:

If to the Issuer:

Local Building Authority of Woods Cross City, Utah
[Address],
Woods Cross, Utah [Zip]

Attention: Secretary

If to the Trustee:

[Trustee]
[Trustee Street Address]
Salt Lake City, Utah 84101
Attention: Corporate Trust Services

If to the Lessee:

Woods Cross City, Utah
[Address],
Woods Cross, Utah [Zip]
Attention: City Recorder

or to the Issuer, the Trustee and the Lessee at such other respective address as the Issuer, the Trustee or the Lessee may designate by notice duly given in accordance with this Section to the other parties. It shall be sufficient service of any notice or other paper on any Bondowner if such notice is given. In case by reason of the suspension of registered or certified mail service, it shall be impracticable to give notice by registered or certified mail of any event to the Lessee or the Issuer when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be sufficient giving of such notice.

Section 1304. Counterparts. This Indenture may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture.

Section 1305. Governing Law. This Indenture and the Bonds shall be construed in accordance with and governed by the laws of the State of Utah.

Section 1306. Headings. Any headings or captions preceding the text of the several Articles, Sections and Subsections hereof are intended solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

Section 1307. Consents, etc., of Bondowners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent documents of similar tenor and may be executed by such Bondowners. Proof of the execution of any such consent, request, direction, approval, objection or other instrument and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive for the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certification of any officer in any jurisdiction who by law has power to

take acknowledgments within such jurisdiction that the Person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such Person shall be deemed to continue to be the owner of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 1308. Payments Due on Sundays and Holidays. In any case where the date of maturity of principal of the Bonds or a Bond Interest Payment Date, or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of interest, principal or premium, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity, Bond Interest Payment Date or the date fixed for redemption, as the case may be, and no interest shall accrue for the period after such date.

Section 1309. Nonsubstitution. If an Event of Nonappropriation has occurred, the Issuer shall not purchase, lease or rent buildings or building space for the Issuer's use for functions that are the same as or similar to those functions of the Leased Property until all of the principal of and interest on the Series 2027 Bonds has been paid in full.

Section 1310. Action by the Lessee. Whenever it is herein provided or permitted for any action to be taken by the Lessee, such action may be taken by an Authorized Lessee Representative under the Master Lease unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be duly executed by its officers thereunto duly authorized, and [Trustee], in evidence of its acceptance of the trusts hereby created, has caused this Indenture to be executed on its behalf by one of its [Trustee Title]s, all as of the day and year first above written.

ISSUER:

LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH

By _____
President

ATTEST:

By _____
Secretary

TRUSTEE:

[TRUSTEE],
as Trustee

By _____
[Trustee Title]

EXHIBIT A

DESCRIPTION OF REAL ESTATE
REFERRED TO IN GRANTING CLAUSE FIRST

The tracts of land constituting the Project Site are located in Davis County, State of Utah, and are more particularly described as follows:

EXHIBIT B

FORM OF WRITTEN REQUISITION

EXHIBIT C

FORM OF DEED OF TRUST

EXHIBIT D

DEED OF TRUST

When Recorded Return To:

Brandon T. Johnson
Farnsworth Johnson PLLC
180 North University Avenue, Suite 260
Provo, Utah 84601

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (*"Deed of Trust"*) is made as of [Document Date], 2027, by and among the Local Building Authority of Woods Cross City, Utah (*"Trustor"*), a nonprofit corporation duly organized under the laws of the State of Utah, whose address for purposes of this agreement is 1600 East Woods Cross Drive, Woods Cross, Utah 84405; and [Trustee], whose place of business is [Trustee Address] (the *"Trustee"*), as trustee under this Deed of Trust, and [Trustee], whose place of business is [Trustee Address], as trustee under an Indenture of Trust, dated as of [Document Date], 2027 (the *"Indenture"*) executed in connection with the issuance of the $[Principal Amount] Local Building Authority of Woods Cross City, Utah, Lease Revenue Bonds, Series 2027 (the *"Series 2027 Bonds"*). The Trustee and the Series 2027 Bondowners are collectively referred to herein as the *"Beneficiary."*

All capitalized terms used and not otherwise defined herein or in the preambles hereto shall have the same meaning as defined in the Lease or in the Indenture, as applicable.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably warrants, grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, under and subject to the terms and conditions hereinafter set forth, all that property situated in Utah described in *Exhibit A* attached hereto (the *"Property"*), including, but not limited to, all of Trustor's right, title and interest in and to all the improvements on said Property and appurtenances. The Trustor's interest in the Property, as described in the attached *Exhibit A*, and all of the improvements and appurtenances relating thereto are collectively referred to hereinafter as the *"Project Site"*;

TOGETHER WITH all rents, issues, profits, privileges, licenses, royalties, income and other benefits derived from the Project Site (collectively the *"Rents"*);

TOGETHER WITH all right, title and interest of Trustor in and to all leases, subleases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person, corporation or business or governmental entity has agreed to pay money or any consideration for the use, possession or occupancy of the Project Site, covering the Project Site or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits and payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Project Site or any portion thereof or interest thereon, and any greater estate in the Project Site owned or hereafter acquired;

TOGETHER WITH all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Project Site;

TOGETHER WITH all right, title and interest of Trustor in and to all easements, rights-of-way and rights used in connection with or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired; in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Project Site, and any and all parking, areas, spaces and access, sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Project Site;

TOGETHER WITH all right, title and interest of Trustor in and to any and all buildings and improvements now or hereafter erected on the Property including, but not limited to, the fixtures, fittings, and other articles attached to said buildings and improvements financed or refinanced with proceeds of the Series 2027 Bonds or any Additional Bonds (as defined herein), including but not limited to all machinery, equipment, material, appliances and fixtures now or hereafter installed or placed in said building or on the Property for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes, for the removal of dust, refuse or garbage, and including stoves, ranges, cabinets, laundry equipment, all elevators, awnings, window shades, venetian blinds, drapery rods and brackets, screens, floor coverings, including all rugs and carpets attached to floors, lobby furnishings and incinerators and all other similar items and things; all of the items and things so specified and all other similar items or things, whether now or hereafter placed on the Property, being hereby declared to be, and in all circumstances, shall be construed to be, for and in connection with the purposes and powers of this Deed of Trust, things affixed to and a part of the Project Site described herein; the specific numerations herein not excluding the general (the *"Improvements"*); excepting any personal property or fixtures of any tenant that are not financed or refinanced with proceeds of the Series 2027 Bonds or any Additional Bonds;

TOGETHER WITH all the estate, interest, right, title and other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereof, which Trustor now has or may hereafter acquire in the Project Site, and any and all awards made for the taking from the Trustor by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project Site;

TOGETHER WITH all right, title and interest of Trustor in and to all tangible personal property financed or refinanced with proceeds of the Series 2027 Bonds or any Additional Bonds (the *"Personal Property"*) owned by Trustor and now or at any time hereafter located on or at the Project Site or used in connection therewith.

The entire estate, property and interest hereby conveyed to Trustee as described above may hereafter be referred to as the *"Trust Estate."* Notwithstanding the breadth of the foregoing, the property covered by this Deed of Trust shall not include: (i) personal property which may be owned by lessees or other occupants of any portion of the Project Site, rather than by Trustor, or which may be leased by such lessees or other occupants from a party other than Trustor; or

(ii) material, equipment, tools, machinery or other personal property which has been brought upon the Project Site only for use in construction, maintenance or repair and which is not intended to remain after the completion of such construction, maintenance or repair, and which is not necessary for occupancy, maintenance or use of the Project Site, *provided, however,* that this provision shall not limit Trustor's right to assert a landlord's lien against a defaulting tenant.

FOR THE PURPOSES OF SECURING:

(a) (1) Payment of the principal of and any interest on the Series 2027 Bonds of Trustor, issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium, if any, as therein set forth, and any extensions and/or renewals or modifications thereof; (2) payment of the principal, interest and premium, if any, on any Additional Bonds (these and all terms herein commencing with initial capital letters and not otherwise defined herein shall have meanings as defined in the Indenture) issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium as therein set forth, and any extensions and/or renewals or modifications thereof (the Series 2027 Bonds and Additional Bonds are collectively referred to herein as the *"Bonds"*); and (3) the payment and performance of the Trustor's obligations contained in the Bonds, the Indenture, the Lease (as defined in the Indenture) with respect to the Project Site, the Assignment of Lease of even date herewith by the Trustor to and in favor of the Beneficiary, this Deed of Trust, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby (collectively, the *"Loan Instruments"*).

(b) Performance of all obligations of Trustor under the Indenture and each agreement of Trustor incorporated by reference therein or herein, or contained therein or herein.

I Performance of all obligations of Trustor contained in this Deed of Trust or any other Loan Instrument.

TO PROTECT THE SECURITY OF THE LOAN INSTRUMENTS, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I

COVENANTS AND AGREEMENTS OF TRUSTOR

(a) *Payment of Secured Obligations*. Trustor hereby covenants and agrees to pay when due the principal of and any interest on the indebtedness evidenced by the Bonds (as set forth therein), all charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any future advances secured by this Deed of Trust.

(b) *Maintenance, Repair, Alterations*. Trustor hereby covenants and agrees to keep the Trust Estate or cause the Trust Estate to be kept in good condition and repair; not to remove, demolish or materially alter (except such alterations as may be required by laws, ordinances or regulations) any buildings or fixtures constituting part of the Improvements in such a manner as to in any way damage the Trust Estate or in any way reduce the fair rental or market value of the Trust Estate to less than the fair rental or market value of the Trust Estate immediately prior to such alteration; to complete promptly and in good and workmanlike manner any improvement which may be constructed on the Project Site and promptly restore in like manner any Improvements which may be damaged or destroyed thereon, and to pay when due all claims for

labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, to keep and maintain or cause to be kept and maintained, grounds, sidewalks, roads, parking and landscaped areas in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Section, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

I *Required Insurance*. Trustor hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force such insurance as is set forth in the Lease with respect to the Trust Estate.

(d) *Payment of Premiums.* In the event Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary policies of insurance required by the Lease, Beneficiary, in addition to all other rights it may have hereunder, including, without limitation, those set forth in Article IV hereof, may, but shall not be required to, procure such insurance or single interest insurance for such risks covering Beneficiary's interest, and Trustor will pay, or cause to be paid, all premiums thereon promptly upon demand by Beneficiary, plus interest at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law from the date of demand until the same is paid.

I *Insurance Proceeds*. After the happening of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary.

(i) In the event of any damage or destruction of the Project Site, Trustor shall apply the insurance proceeds in the manner set forth in Article X of the Lease.

(ii) In the event of such loss or damage, all proceeds of insurance shall be payable pursuant to subparagraph (i) above. Except as otherwise provided in the Lease, Trustor may settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance only with written approval of Beneficiary.

(iii) Except to the extent that insurance proceeds are received by Trustor and applied to the indebtedness secured hereby, pursuant to the Indenture and the Lease, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Trust Estate as provided in paragraph (b) or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not relieve Trustor from any obligation herein, in the Indenture or in the Lease, including required payments on the Bonds, nor cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

(f) *Assignment of Policies upon Foreclosure*. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate.

(g) *Indemnification; Subrogation; Waiver of Offset.*

(i) If Beneficiary is made a party defendant to any litigation, commenced by anyone other than Trustor, concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Trustor, except in cases of fraud, gross negligence or willful misconduct on the part of Beneficiary, then Trustor shall, to the extent permitted by law, indemnify, defend and hold Beneficiary harmless from and against all liability by reason of said litigation (including any appeals), including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorney's fees and expenses actually incurred (including Beneficiary's attorney's fees and costs associated with all appeals), and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorney's fees and expenses incurred by Beneficiary (including those associated with any appeal), whether or not an action is actually commenced against Trustor by reason of breach.

(ii) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(iii) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense (except payment) and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof, (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof, (iii) any title defect or encumbrance or any eviction from the Project Site or any part thereof by title paramount or otherwise; or (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; whether or not Trustor shall have notice or knowledge of any of the foregoing.

(h) *Taxes and Impositions.*

(i) Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, association dues or charges or fees, and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate or become due and payable, and which create or may

create a lien upon the Trust Estate, or any part thereof, or upon any equipment or other facility used by Trustor in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as *"Impositions"*); *provided, however*, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. Trustor shall promptly pay any fine, penalty, interest or cost associated with Impositions and cause to be discharged and released any lien that may result from such fine, penalty, interest or cost.

(ii) If any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments, or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(iii) Trustor covenants to furnish Beneficiary within thirty days after the date upon which any such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(iv) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

(v) If requested by Beneficiary, Trustor shall cause to be furnished to Beneficiary a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.

(vi) Trustor has the right to contest Impositions to the extent permitted by the Lease.

(i) *Utilities*. Trustor hereby covenants and agrees to pay when due all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon. Trustor shall promptly pay any fine, penalty, interest or cost associated with Impositions and cause to be discharged and released any lien that may result from such fine, penalty, interest or cost.

(j) This Deed of Trust shall cover all other property affixed to or located upon the Property, all equipment and furnishings acquired with proceeds of the Bonds, and all Personal

Property (which to the fullest extent permitted by law shall be deemed fixtures and a part of the real property). If any property covered by this Deed of Trust consists of rights in action or personal property covered by the Uniform Commercial Code, this Deed of Trust constitutes a security agreement and financing statement and is intended when recorded to create a perfected security interest in such property in favor of Beneficiary. This Deed of Trust shall be self-operative with respect to such property, but Trustor agrees to execute and deliver on demand such security agreements, financing statements, and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any of such property and to pay all costs in connection therewith, including but not limited to Beneficiary's attorneys' fees and all recording and/or filing fees associated therewith. If the lien of this Deed of Trust on any property is subject to a prior security agreement covering such property, then if any Event of Default occurs, Trustor hereby assigns to Beneficiary all its right, title, and interest in and to all deposits thereon, together with the benefit of any payments now or hereafter made thereon. For purposes of treating this Deed of Trust as a security agreement and financing statement, Beneficiary shall be deemed to be the secured party, Trustor shall be deemed to be the debtor, the portion of the Trust Estate constituting personal property and fixtures shall be deemed the collateral and the property described in *Exhibit A* hereto is the real property to which the collateral is related.

(k) *Actions Affecting Trust Estate*. Trustor hereby covenants and agrees to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

(l) *Actions by Trustee and/or Beneficiary to Preserve Trust Estate.* Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do but without releasing Trustor from any obligations, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect or appears to affect the security of this Deed of Trust (including condemnation or eminent domain proceedings) or which may result in the creation of any lien (except the lien created by the Indenture) against the Trust Estate; and (iv) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees, together with interest thereon accruing at the rate set forth in the Indenture.

(m) *Survival of Warranties*. Trustor hereby covenants and agrees to fully and faithfully satisfy and perform the obligations of Trustor contained in the Loan Instruments and each agreement of Trustor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Trustor contained therein or incorporated by reference shall survive funding of the loan evidenced by the Bonds and shall

remain continuing obligations, warranties and representations of Trustor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

(n) *Eminent Domain.* Should the Trust Estate, or any material part thereof or interest therein, be taken from Trustor or damaged by reason of any public improvement or condemnation proceeding, or in any other manner (*"Condemnation"*), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary and all proceeds payable therefrom shall be utilized in the manner set forth in Article IX of the Lease.

(o) *Additional Security*. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

(p) *Appointment of Successor Trustee*. Beneficiary may, from time to time, by complying with the provisions of the applicable law of the State of Utah substitute a successor or successors to the Trustee named herein or acting hereunder.

(q) *Successors and Assigns*. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall be deemed to include the Registered Owners of the Bonds and any trustee therefor, whether or not named as Beneficiary herein.

I *Inspections*. Beneficiary, or his agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the Trust Estate and performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

(s) *Liens*. Trustor hereby covenants and agrees to pay and promptly discharge in accordance with the terms thereof or of the indebtedness secured thereby, at Trustor's cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; *provided* that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than 60 days after the performance thereof. Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge. In the event of any such contest, the Trustor may permit the lien, encumbrance or charge so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee or Beneficiary shall notify the Trustor that, in the opinion of independent counsel and/or Beneficiary, by nonpayment of any such items the security afforded pursuant to the Indenture and the Lease or this Deed of Trust will be materially endangered or the Trust Estate or any portion thereof will be subject to loss or forfeiture, in which event such lien, encumbrance or charge shall be paid forthwith. Prior to commencing such contest, Trustor shall first deposit, or cause to be deposited, with Beneficiary, or in court, a bond or other security satisfactory to Beneficiary, at Beneficiary's election, in such amounts as Beneficiary shall reasonably require, but not more than one hundred ten percent (110%) of the amount of the claim, and *provided further* that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge or purchase the

same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

(t) *Trustee's Powers*. At any time, or from time to time, and without notice, upon prior written consent and request of Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may, at no cost to Beneficiary or Bondowner, (i) reconvey any part of said Trust Estate; (ii) consent in writing to the making of any map or plat thereof; or (iii) join in granting any easement or creating any restriction affecting this Deed of Trust or any agreement subordinating the lien or charge hereof.

(u) *Beneficiary's Powers*. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary shall, with the prior written consent of the Registered Owners of the Bonds, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. Trustor hereby consents to the foregoing powers and rights of Beneficiary, and, to the extent permitted by law, waives any right to assert that such actions by the Beneficiary shall constitute a breach by the Beneficiary under this Deed of Trust, under any of the Loan Instruments or under applicable law.

ARTICLE II

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

(a) *Assignment of Rents*. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to endorse instruments payable to Trustor, and to give receipts, releases and satisfactions for all such rents, issues and profits and apply the same to the indebtedness secured hereby. The assignment of the rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

(b) *Collection upon Default*. Upon any event of default under any of the Loan Instruments, and after the passage of any applicable grace period, Beneficiary may, at any time, without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits of the Trust Estate, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application

thereof as aforesaid, shall not cure or waive any default, notice of default, or notice of sale hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Failure or discontinuance by Beneficiary at any time or from time to time to collect any such rents, issues or profits shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same.

ARTICLE III

SECURITY AGREEMENT

(a) *Creation of Security Interest*. Trustor hereby grants to Beneficiary a security interest in the Personal Property for the purpose of securing all obligations of Trustor contained in any of the Loan Instruments or herein. This Deed of Trust shall be deemed the Security Agreement as defined in the Uniform Commercial Code of Utah and the remedies for any violation of the covenants, term and conditions of the agreements herein contained shall be (i) as prescribed herein or in any of the Loan Instruments, or (ii) as provided by general law, or (iii) as to such part of the security which is also reflected in any financing statement or statements (the *"Financing Statement"*) as provided by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code of Utah, all at Beneficiary's sole election. The mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance, (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the premises shall never be construed as in any way altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of Beneficiary in the event any court or judge shall at any time with respect to (1), (2) or (3) rule that notice of Beneficiary's priority of interest to be effective against a particular class of persons, divisions or entity of the Federal Government, must be filed in the Uniform Commercial Code records.

(b) *Warranties, Representations and Covenants of Trustor*. Trustor hereby warrants, represents and covenants as follows:

(i) Trustor maintains a place of business in the State of Utah and Trustor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

(ii) At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements, continuation statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Utah in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

(iii) All covenants and obligations of Trustor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

ARTICLE IV

REMEDIES UPON DEFAULT

(a) *Events of Default*. Any of the following events shall be deemed an event of default hereunder:

(i) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby or required to be paid hereunder or under any other Loan Instrument; or

(ii) There shall occur an Event of Default set forth in Section 901 of the Indenture or Section 14.01 of the Lease or any other default under this Deed of Trust or any of the other Loan Instruments, including but not limited to any breach in the due observance or performance of any covenant, condition or agreement contained therein.

(b) *Acceleration upon Default, Additional Remedies*. In the event of any event of default hereunder, Beneficiary may declare all indebtedness secured hereby to be due and payable by written notice to the Trustor, as provided in the Indenture (including but not limited to Section 902), and the same shall thereunder become due and payable without presentment, demand, protest or notice of any kind. Thereafter Beneficiary may exercise any or all of the following remedies, or any other remedies which Beneficiary is entitled to under any of the Loan Instruments or applicable law:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or a part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of 11default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee and/or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Commence an action to partition the Property and the improvements and appurtenances thereto and/or foreclosure this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; and/or

(iii) Cause Trustor's interest in the Trust Estate to be sold by the Trustee under the power of sale set forth herein.

I *Foreclosure by Power of Sale*. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and Trustee shall proceed as follows:

(i) Trustee shall exercise on behalf of Beneficiary the power of sale granted herein by complying with all requirements of applicable law. Trustee shall, upon prior written consent of the Registered Owners of the Bonds and upon receipt of all sums due under the purchase contract, execute and deliver to the purchaser or purchasers of the Trust Estate its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers from claims arising by, through or under Trustor.

(ii) After payment of all amounts outstanding of the Bonds and deducting all costs, fees and expenses of Trustee and of this trust, including, but not limited to, attorney fees and costs, and costs of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest; all other sums then secured hereby; and the remainder, if any, to the City or such other person or persons legally entitled thereto.

(iii) The person conducting the sale may, for any cause such person deems expedient, postpone the sale in accordance with Utah law and, in every case, notice of such postponement shall be given by public declaration by such person at the time and place last appointed for the sale.

(d) *Foreclosure as Mortgage*. Should Beneficiary elect to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court, including all appeals. To the extent permitted by law, Beneficiary shall be entitled to possession of the Project Site during any redemption period allowed under the laws of the State of Utah.

I *Appointment of Receiver*. If any event of default described in this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all powers and duties of Beneficiary in case of entry, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated. Beneficiary's rights under this Section shall be in addition to, and not a limitation of, Beneficiary's rights under this Deed of Trust.

(f) *Remedies Not Exclusive*. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust, under any Loan Instrument or other

agreement, and under any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

(g) *Request for Notice*. Trustor hereby requests a copy of any Notice of Default or Notice of Sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

ARTICLE V

MISCELLANEOUS

(a) *Governing Law; Severability of Provisions of Loan Instruments; Waivers; Time of the Essence; Etc*. This Deed of Trust shall be governed by the laws of the State of Utah. In the event that any provision of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties against whom enforcement of any waiver, change, discharge or termination is sought. Time is of the essence hereof.

(b) *Limitation of Interest*. It is the intent of Trustor and Beneficiary in the execution of this Deed of Trust and the Bonds and all other instruments securing the Bonds to contract in strict compliance with the laws of the State of Utah governing the loan evidenced by the Bonds. In furtherance thereof, Trustor stipulates and agrees that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Utah governing the loan evidenced by the Bonds. Trustor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Bonds shall never be liable for unearned interest on the Bonds and shall never be required to pay interest on the Bonds at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Utah, unless otherwise provided for in the Loan Instruments.

I *Statements by Trustor*. Trustor, within ten (10) days after receiving a request from the Beneficiary, will furnish to Beneficiary a written statement stating the unpaid principal and

any interest on the Bonds and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.

(d) *Reconveyance by Trustee*. Portions of the Property may be released by the Trustee upon compliance with the provisions of Section 801 of the Indenture and Article I(t) of this Deed of Trust. Upon written notification of Beneficiary stating that all sums secured hereby have been paid, and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

I *Notices*. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or four days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

(f) *Acceptance by Trustee*. Trustee shall be deemed to have accepted this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

(g) *Captions*. The captions or headings at the beginning of each Section hereof are for convenience of the parties and are not a part of this Deed of Trust.

(h) *No Merger*. If both the Trustor's and Beneficiary's estates in any portion of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give prior written notice thereof to such tenant or subtenant.

(i) *Right of Bondholders Against the Trustor*. In addition to those described herein, the rights of the Trustee, Beneficiary and the Bondholders are contained and described in the Indenture and the Lease. Additionally, no deficiency judgment upon foreclosure may be entered against Trustor, the City, or the State of Utah or any of its political subdivisions.

(j) *No Waiver*. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

(k) *Severability*. The terms and provisions of this Deed of Trust are intended to be performed in accordance with, and only to the extent permitted by, applicable law. If any

provisions hereof, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this instrument nor the application of such provision to other persons or circumstances shall be affected thereby, but, rather, the same shall be enforced to the greatest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH

By _____
President

Attest:

By: _____
Secretary

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On the ____ day of _____, _____, personally appeared before me [Mayor] and [City Recorder], who affirmed that they are the President and Secretary, respectively, of the Local Building Authority of Woods Cross City, Utah, the Utah nonprofit corporation described in and which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its bylaws and a resolution of its Board of Trustees, and said officers, acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

_____
NOTARY PUBLIC
Residing at: _____, Utah

EXHIBIT A

PROPERTY

The tracts of land constituting the Project Site are located in Davis County, State of Utah, and are more particularly described as follows:

EXHIBIT E

BOND PURCHASE AGREEMENT

$[PRINCIPAL AMOUNT]
LEASE REVENUE BONDS, SERIES 2027

LOCAL BUILDING AUTHORITY OF
WOODS CROSS CITY, UTAH

BOND PURCHASE AGREEMENT

[Bond Sale Date], 2027

Local Building Authority of
Woods Cross City, Utah

Ladies and Gentlemen:

The undersigned, [Purchaser] (the *"Purchaser"*), offers to purchase from the Local Building Authority of Woods Cross City, Utah (the *"Issuer"*), all (but not less than all) of the $[Principal Amount] Lease Revenue Bonds, Series 2027 (the *"Bonds"*) of the Issuer, with the delivery and payment at the offices of Bond Counsel in Salt Lake City, based upon the covenants, representations and warranties set forth below.

1. Upon the terms and conditions and upon the basis of the representations set forth herein (including the Exhibits), the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. *Exhibit A*, which is hereby incorporated by reference into this Bond Purchase Agreement, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, the date of delivery and payment (the *"Closing"*).

2. The Issuer adopted on June 27, 2027, a Bond Resolution (the *"Bond Resolution"*) approving the issuance and sale of the Bonds.

3. The Issuer represents and covenants to the Purchaser that (a) the Issuer has and will have at the Closing the power and authority to enter into and perform this Bond Purchase Agreement, the General Indenture of Trust, dated as of [Document Date], 2027 (the *"Indenture"*) and the Master Lease Agreement, dated as of [Document Date], 2027 (the *"Master Lease"* and, together with the Indenture, the *"Operative Agreements"*), between the Issuer and Woods Cross City, Utah (the "City"), to adopt the Bond Resolution and to deliver and sell the Bonds to the Purchaser, (b) this Bond Purchase Agreement, the Operative Agreements and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the Issuer is subject, (c) no governmental approval or authorization other than the Bond Resolution and the approving resolution of the City adopted by the City on the date hereof is required in connection with the sale of the Bonds to the Purchaser, (d) this Bond Purchase Agreement, the Operative Agreements and the Bonds are and shall be at the time of the Closing legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency or other similar laws generally affecting creditors' rights, and (e) there is no action, suit, proceeding, inquiry or investigation, at law or in

equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Bond Resolution, this Bond Purchase Agreement or the Operative Agreements or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution or the execution and delivery of this Bond Purchase Agreement and the Operative Agreements.

4. The Purchaser does hereby represent that:

(a) We have knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations of a nature similar to the Bonds to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds;

(b) We are acquiring the Bonds for our own account or for the account of institutions which meet the representations set forth herein, and not with a present view to, or for sale in connection with, any distribution of the Bonds or any part thereof. We have not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and we have no present intention of reselling or otherwise disposing of the Bonds;

(c) We have made our own credit inquiry and analysis with respect to the Issuer and the Bonds, and have made an independent credit decision based upon such inquiry and analysis. The Issuer has furnished to us all the information which we as a reasonable investor have requested of the Issuer as a result of our having attached significance thereto in making our investment decision with respect to the Bonds, and we have had the opportunity to ask questions of and receive answers from knowledgeable individuals concerning the Issuer and the Bonds. We are able and willing to bear the economic risk of the purchase and ownership of the Bonds;

(d) We understand that the Bonds have not been registered with any federal or state securities agency or commission; and

(e) We acknowledge that the Bonds are transferable only by notation on the registration books maintained by the Bond registrar and are freely transferable provided that the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations.

5. As conditions to the Purchaser's obligations hereunder:

(a) From the time of the execution and delivery of this Bond Purchase Agreement to the date of Closing, there shall not have been, in the opinion of the Purchaser, any (i) material adverse change in the financial condition or general affairs of Issuer or the City; (ii) event, court decision, proposed law or rule that may have the effect of changing the contemplated transaction or the federal income tax incidents of the Bonds; or

(iii) international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) the Bonds, in definitive form, duly executed;

(ii) executed counterparts of the Operative Agreements;

(iii) a certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations of the Issuer contained in this Bond Purchase Agreement are true and correct when made and as of the Closing;

(iv) the unqualified approving opinion of Farnsworth Johnson PLLC, Bond Counsel, satisfactory to the Purchaser, dated the date of Closing, relating to the legality and validity of the Bonds; and

(v) such additional certificates, instruments and other documents (including, without limitation, those set forth on *Exhibits A* and *B*, if any) as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

6. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer and Bond Counsel, the fees of the Trustee, the Purchaser's fee and other miscellaneous expenses.

(Signature page follows.)

7. This Bond Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery and payment for the Bonds and the termination of this Bond Purchase Agreement.

Very truly yours,

[PURCHASER]

By _____
[Purchaser Title]

Accepted for and on behalf of the Board of Trustees acting in its capacity as the governing body of the Local Building Authority of Woods Cross City by its President.

LOCAL BUILDING AUTHORITY OF
WOODS CROSS CITY, UTAH

By_____
President

EXHIBIT A

DESCRIPTION OF BONDS:

(a) Issue Size .....$[Principal Amount]

(b) Dated Date ..... [Closing Date], 2027

(c) Closing Date..... [Closing Date], 2027

(d) Purchase Price.....$[Principal Amount]

(e) Purchaser's Fee .....$[Purchaser Fee]

(f) Rating..... Not Rated

(g) Interest Payment Dates: Each [First Payment Date] and [Second Payment Date], commmencing [Interest Commencement Date]

(h) Interest Rates and Maturity Amounts: The Bonds will bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) in the principal amounts and at the interest rates (per annum) as follows:

[PRINCIPAL PAYMENT DATE] OF THE YEAR	PRINCIPAL AMOUNT	INTEREST RATE
	$	%

(i) Optional Redemption:

EXHIBIT F

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of 17D-2-502 and 17D-2-601 Utah Code Annotated 1953, as amended, that on October 6, 2026, the Board of Trustees (the *"Board"*) of the Local Building Authority of the Woods Cross City, Utah (the *"Authority"*), adopted a resolution (the *"Resolution"*) authorizing the issuance of the Authority's lease revenue refunding bonds (the *"Bonds"*) in the aggregate principal amount of not to exceed $33,000,000, to bear interest at an average rate of not to exceed 6.50% per annum, to mature in not more than 31 years from their date or dates and to be sold at a discount from par, expressed as a percentage of principal amount, of not to exceed 2.00%.

Pursuant to the Resolution, the Series 2027 Bonds are to be issued for the purpose of raising money to (A) acquire, contruct and improve a city hall and parks (the *"Project"*) on certain real property located in the City (the *"Property"*) and (B) pay costs relating to the issuance and sale of the Series 2027 Bonds.

The Series 2027 Bonds are payable from annually-renewable lease payments from the Woods Cross City, Utah (the *"City"*) and will be secured by a mortgage on the Property. The estimated total cost to the Authority for the proposed Bonds, if the Series 2027 Bonds are held until maturity and based on estimated interest rates currently in effect and the principal amount of Bonds the Authority expects to issue, is $69,101,003.

The Series 2027 Bonds are to be issued and sold by the Authority pursuant to the Resolution, including as attachments to such Resolution forms of an Indenture of Trust (the *"Indenture"*), a Master Lease Agreement (the *"Lease"*) between the Authority and the City and a Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the *"Deed of Trust"*). Said Indenture, Lease and Deed of Trust are to be executed and delivered by the Authority in such form and with such changes as shall be approved by the Authority together with other related bond documents; provided that the principal amount, interest rate or rates, maturity and discount of the Series 2027 Bonds will not exceed the maximums set forth above.

Copies of the Resolution and the forms of the Indenture, the Lease, the Deed of Trust, and certain other documents pertaining to the issuance and sale of the Series 2027 Bonds are on file in the office of the Authority, which is the office of the Secretary of the Authority at 1555 S. 800 W., in Woods Cross, Utah where they may be examined during regular business hours of the Authority from 7:30 a.m. to 5:30 p.m., Monday through Thursday of each week (except holidays). Such documents shall be available for inspection from and after the date of the publication of this notice until at least thirty (30) days thereafter.

NOTICE IS FURTHER GIVEN that for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution or the Series 2027 Bonds, or any provision made for the security and payments of such Bonds and after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

NOTICE IS FURTHER GIVEN that pursuant to Section 17D-2-502, Utah Code Annotated 1953, as amended, if within 30 calendar days of the publication of this notice, a written petition requesting an election and signed by at least twenty percent (20%) of the active voters of the Woods Cross City is filed with the Board, then the Board shall submit the question of whether or not to issue the Series 2027 Bonds to the voters of the Woods Cross City for their approval or rejection.

DATED October 6, 2026.

LOCAL BUILDING AUTHORITY OF THE WOODS CROSS CITY, UTAH

EXHIBIT G

CERTIFICATE OF DETERMINATION

CERTIFICATE OF DETERMINATION
PURSUANT TO THE RESOLUTION OF THE LOCAL BUILDING AUTHORITY
OF WOODS CROSS CITY, UTAH
AUTHORIZING THE ISSUANCE AND SALE OF
LEASE REVENUE BONDS, SERIES 2027

1. *Authority; Definitions*. The Local Building Authority of Woods Cross City, Utah (the *"Issuer"*) has authorized the issuance and sale of Lease Revenue Bonds, Series 2027 (the *"Bonds"*) pursuant to a resolution adopted by the Board of Trustees of the Issuer on October 6, 2026 (the *"Bond Resolution"*). This certificate is executed pursuant to and in accordance with the delegation of authority contained in the Bond Resolution, as authorized by law, particularly Section 11-14-302 of the Local Government Bonding Act (the *"Act"*). The undersigned is the "Designated Officer" of the Issuer, as that term is defined in the Bond Resolution, duly authorized to execute this Certificate of Determination. All terms used herein and not otherwise defined herein shall have the meanings specified in the Bond Resolution.

2. *Acceptance of Bid*. The bid of _____ (the *"Purchaser"*) conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and is the best bid received for the purchase of the Bonds, resulting in the sale of the Bonds at the lowest obtainable interest rate (a copy of the bid, together with a list of bids received for the Bonds, is attached hereto as *Exhibit A*). The bid of the Purchaser for the purchase of the Bonds, which is set out in full in *Exhibit A* hereto, is hereby accepted, it being hereby found, determined and declared that the Bonds bear interest at the lowest obtainable interest rate. The Bonds shall be issued by the Issuer for the purpose set forth in the Resolution. The sale of the Bonds to the Purchaser at the price of $_____ (representing the par amount of the Bonds, plus $_____ net original issue premium and less $_____ Purchaser's discount) is hereby confirmed. The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in the Resolution and Section 4 hereof.

3. *Aggregate Principal Amount and Maturity of Bonds*. The Bonds shall be issued for the purpose specified in the Bond Resolution in the aggregate principal amount of $_____. The Bonds shall mature on the dates and in the principal amounts, and shall bear interest payable semiannually on _____ 1 and _____ 1, commencing _____ 1, _____, at the respective rates per annum, shown below:

YEAR OF MATURITY (_____)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM	YEAR OF MATURITY (_____)	PRINCIPAL AMOUNT	INTEREST RATE PER ANNUM
	$	%		$	%

4. *Optional Redemption of the Bonds*. The Bonds shall be subject to redemption at the option of the Issuer, on or after _____, _____, in whole or in part at any time, at a redemption price equal 100% of the principal amount thereof, plus accrued interest to the redemption date.

5. *Use of Proceeds*. The proceeds of the sale of the Bonds shall be deposited to the Acquisition Fund.

6. *Terms Within Parameters.* The terms and provisions of the Bonds determined and designated herein are within the parameters set forth in the Bond Resolution and otherwise comply with the provisions of the Bond Resolution and the Act.

(*Signature page follows.*)

IN WITNESS WHEREOF, I have hereunto set my hand on _____, 2027.

By_____

Designated Officer of the Local Building
Authority of Woods Cross City, Utah

EXHIBIT A

COPIES OF WINNING BID AND LIST OF BIDS RECEIVED FOR THE BONDS

Return to City Council
Action tem

RESOLUTION 2026- _____

A RESOLUTION EXPRESSING INTENT TO ISSUE LEASE REVENUE BONDS OF UP TO $33,000,000 BY THE LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH AND PROVIDING FOR A PUBLIC HEARING RELATING TO THE BONDS.

*** *** ***

WHEREAS, the Local Building Authority of Woods Cross City, Utah (the *"Issuer"*) has been duly organized by Woods Cross City, Utah (the *"City"*) solely for the purpose of (a) accomplishing the public purposes for which the City exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City are 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, and (b) financing the costs of such projects on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority Act, Title 17D, Chapter 2 (the *"Act"*) of the Utah Code Annotated 1953, as amended (the *"Utah Code"*) and other applicable Utah law;

WHEREAS, the Act provides that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act), and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed or refinanced with the proceeds of the sale of such bonds and may be secured by (a) a mortgage (as defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City is considering the issuance of Local Building Authority of Woods Cross City, Utah Lease Revenue Bonds (the *"Bonds"*) for the purpose of (i) financing the cost of the acquisition, construction and improvement of a city hall and parks (the *"Project"*) and (ii) paying costs of issuance relating to the issuance, sale and delivery of the Bonds;

WHEREAS, the Utah Code requires that a public hearing be held to receive input from the public with respect to the issuance of the Bonds and the Project will have on the private sector and that notice of such public hearing be given as provided by law, and the City desires to cause the publication of such a notice;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the Woods Cross City, Utah, as follows:

Section 1. Potential Issuance of the Bonds. For the purposes enumerated in the preamble to this Resolution, the City hereby expresses its intent to issue the Bonds by the Issuer in an amount not to exceed $33,000,000.

Section 2. In satisfaction of the requirements of the Utah Code, a public hearing shall be held by the City Council of the City (the *"Council"*) to receive input from the public with respect to the issuance by the Issuer of the Bonds and the Project.

Section 3. The City Recorder shall publish or cause to be published the Notice of Intent to Issue Lease Revenue Bonds and Public Hearing as required by law in substantially the form attached hereto as *Exhibit A*.

Section 4. Limited Obligations. The Bonds are not general obligations of the Issuer but are limited obligations and, except for the security provided by the Indenture of Trust for the Bonds (the *"Indenture"*) and the Master Lease Agreement relating to the Bonds and the Project (the *"Lease"*), pursuant to Section 17D-2-504 of the Act, are payable solely out of Base Rentals (as defined in the Indenture) received under the Lease and certain other amounts received under the Indenture. Nothing in this Resolution, the Indenture or the Bonds shall be construed as requiring the State of Utah or any political subdivision of the State of Utah to pay any of the Bonds or to pay any of the premium (if any) or interest thereon or to appropriate any money to pay the same. Neither the full faith and credit nor the taxing powers of the State of Utah or any political subdivision of such State, including the City, is pledged to the payment of the principal of, or premium, if any, or interest on, the Bonds or other costs appertaining thereto. The Bonds and the interest and premium, if any, thereon do not now and shall never constitute an indebtedness of the Issuer, the City, the State of Utah or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State of Utah or any political subdivision of the State of Utah. No breach of any covenant or agreement in the Indenture or the Lease shall impose any general obligation or liability upon, nor a charge against, the City or the general credit or taxing power of the State of Utah or any of its political subdivisions. THE OBLIGATION OF THE CITY TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE CITY TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE CITY, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE BONDS NOR THE EXECUTION AND DELIVERY OF THE LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO APPROPRIATE ANY MONEY TO PAY ANY RENTALS UNDER THE LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE CITY TO THE EXTENT PROVIDED IN THE LEASE) TO PAY ANY RENTALS DUE TO THE ISSUER UNDER THE TERMS OF THE LEASE. NO PERSON EXECUTING THE BONDS OR THE LEASE SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS OR THE EXECUTION OF THE LEASE.

Section 5. Filing of Resolution. The City Recorder is hereby authorized and directed to file a certified copy of this Resolution in the records of the Issuer promptly following the adoption hereof.

Section 6. Severability. 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 such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WOODS CROSS CITY, STATE OF UTAH, ON THIS 6th DAY OF OCTOBER 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

NOTICE OF INTENT TO ISSUE LEASE REVENUE BONDS AND HOLD PUBLIC HEARING WOODS CROSS CITY AND LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH

PUBLIC NOTICE IS HEREBY GIVEN that the Local Building Authority of Woods Cross City, Utah (the *"Authority"*) intends to issue lease revenue bonds (the *"Bonds"*) in the aggregate principal amount of not to exceed $33,000,000 and to mature in not more than 31 years from their date or dates. The City Council (the *"City Council"*) of Woods Cross City, Utah (the *"City"*) will consider a resolution providing for the issuance of the Bonds at a meeting that begin at 6:30 p.m. on November 3, 2026, at 1555 S. 800 W., Woods Cross, Utah 84087.

Authority for the Bonds. The Bonds are being issued pursuant to the Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended.

Purpose for Issuing Bonds. The Authority intends to issue the Bonds for the purpose of (a) financing the cost of the acquisition, construction and improvement of a city hall and parks (the *"Project"*) and (b) paying costs of issuance relating to the issuance, sale and delivery of the Bonds. The estimated annual amount that the Authority will be required to pay in principal and interest on the Bonds is $2,303,367.

Type of Bonds and Annual Lease Payment. The Bonds are expected to be issued and sold by the Authority as lease revenue bonds pursuant to an Indenture of Trust (the *"Indenture"*), a Master Lease Agreement (the *"Lease"*) between the Authority and the City and a Ground Lease (the *"Ground Lease"*) between the Authority and the City. The expected annual amount of lease payments that the City will pay under the Lease is $2,303,367.

Time, Place and Location of Public Hearings. The City Council and the Board of Trustees will hold public hearings to (a) explain the reasons for the issuance of the Bonds, (b) provide members of the public an opportunity to present testimony on the proposed issuance of the Bonds and (c) receive input from the public with respect to the issuance of the Bonds and the Project during meetings that begin at approximately 6:30 p.m. on November 3, 2026. The public hearing will be held at 1555 S. 800 W., Woods Cross, Utah 84087. All members of the public are invited to attend and participate in the public hearings. Prior to the public hearings, written comments may be submitted to the Authority, to the attention of the City Recorder, 1555 S. 800 W., Woods Cross, Utah 84087.

DATED October 6, 2026.

WOODS CROSS CITY, UTAH and
LOCAL BUILDING AUTHORITY OF WOODS CROSS CITY, UTAH

Discussion Items

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Manager

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 29, 2026

TO: Mayor and City Council

FROM: Sam Christiansen, Public Works Director

SUBJECT: **Discussion on the Public Works Roof Repair**

Background

The Public Works Building at 2287 South 1200 West was constructed in 2018-2019. The roof includes standing-seam metal, membrane, and galvanized metal roofing. Since the City took occupancy from the general contractor, it has experienced recurring leaks at roof-to-wall transitions, parapet walls, flashing, membrane roof areas, and the improvised membrane gutters. With the General Contractor (GC) filing for bankruptcy, the City cannot charge them for the poor workmanship. Staff also reviewed performance bonds for the GC and the architect, but cannot seek damages from them. The City replaced the standing-seam roof over the community room in 2025, but problems remain in other roof areas.

A recommended roofing contractor reviewed the building and advised that the existing metal roof system, even with extensive repair attempts, would not serve as intended. The contractor proposed a comprehensive membrane-roofing solution over the affected roof surfaces, including drainage improvements, parapet details, and a 25-year manufacturer guarantee. The recommended budget price is $550,000.

The City also requested a separate repair budget of $40,000 for the roof over the offices. That proposal would remove and reuse existing metal roofing and siding, install new plywood and ice-and-water shield, and install membrane roofing at those locations. This represents a more limited repair approach rather than a comprehensive roof solution.

Direction Requested

Staff is requesting City Council direction on whether to pursue the comprehensive roof repair as a single project or divide the work into phases and address the highest-priority areas first. Council direction will allow staff to refine the scope, funding approach, and procurement schedule.

Option 1 - Complete the Comprehensive Roof Repair as One Project

This option would address the affected roof system as a coordinated project rather than continuing with individual repairs.

- Pros: Addresses multiple known leak sources and transition details at the same time, reducing the risk that one repaired area continues to receive water from an adjacent unresolved condition.
- Pros: Provides a consistent roofing and drainage approach across the affected areas and, under the comprehensive proposal, includes a 25-year manufacturer guarantee.
- Pros: Reduces repeated mobilization, disruption, procurement, and project-management effort that can occur when work is divided into several contracts.
- Pros: May reduce the likelihood of continued interior water damage and recurring maintenance calls while later phases await funding.

- Cons: Requires a substantial near-term expenditure. The current comprehensive budget proposal is $550,000.
- Cons: May require identifying unbudgeted funding, reallocating funds, or adjusting other capital priorities.
- Cons: Commits the City to a large project before phased repairs can provide additional information about whether more limited work could adequately control some leak locations.

Option 2 - Phase the Roof Repairs

This option would divide the work into smaller projects, beginning with the areas staff determines are the highest priority or most actively leaking. The budget requested $40,000 in repairs over the offices, which is an example of a limited repair scope that could be undertaken separately.

- Pros: Spreads expenditures over multiple budget years and reduces the immediate funding requirement.
- Pros: Allows the City to prioritize the most severe leak locations and evaluate the performance of repairs before committing to later phases.
- Pros: Provides flexibility to coordinate future phases with available capital funding and other facility priorities.

- Cons: Unrepaired areas would remain exposed to recurring leaks and could require additional temporary repairs or cause further damage before their phase is completed.
- Cons: Multiple projects can increase total administrative effort and may create repeated mobilization, procurement, and contractor costs.
- Cons: Phased work can complicate warranties and interfaces between old and new roofing systems, particularly because the documented problems occur at several transitions, parapets, gutters, and flashing locations.
- Cons: Construction pricing may increase between phases, so the total long-term cost could exceed completing the work under one coordinated project.

Woods Cross City

Ryan Westergard
Mayor

Bryce K Haderlie
City Manager

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

Key Considerations

- Funding available in the current fiscal year and the effect of either option on other capital projects.
- The frequency and severity of active leaks and the risk of additional damage to the building if some areas are deferred.
- Whether a phased approach can be divided into technically independent roof areas without creating new transition or warranty concerns.
- Whether Council prefers a larger one-time capital investment intended to comprehensively address the roof issues or a multi-year approach that reduces the immediate budget impact.

Requested Council Direction

Staff requests direction to proceed with one of the following approaches: (1) develop the comprehensive roof repair as a single project and identify a funding strategy, or (2) have staff develop a phased repair plan that prioritizes the most critical roof areas.

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Woods Cross Public Works Building 2287 South 1200 West, Woods Cross, Utah

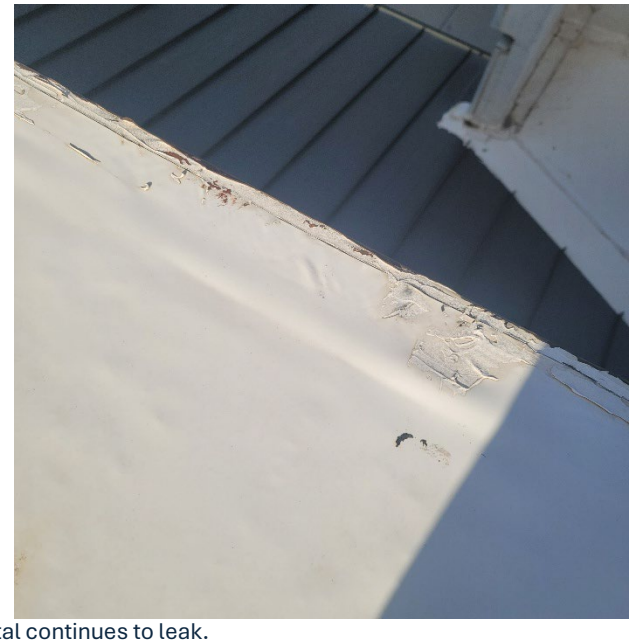
- A- Painted Standing-seam metal roof, replaced 2025
- B- Membrane Roof- original
- C- Galvanized metal roof- original
- D- Painted Standing-seam Metal Roof - original

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Figures 1 & 2 - Membrane roof fastened to the top of drip metal continues to leak.




Figures 3 & 4 - Multiple patches and leaks in membrane roof materials.

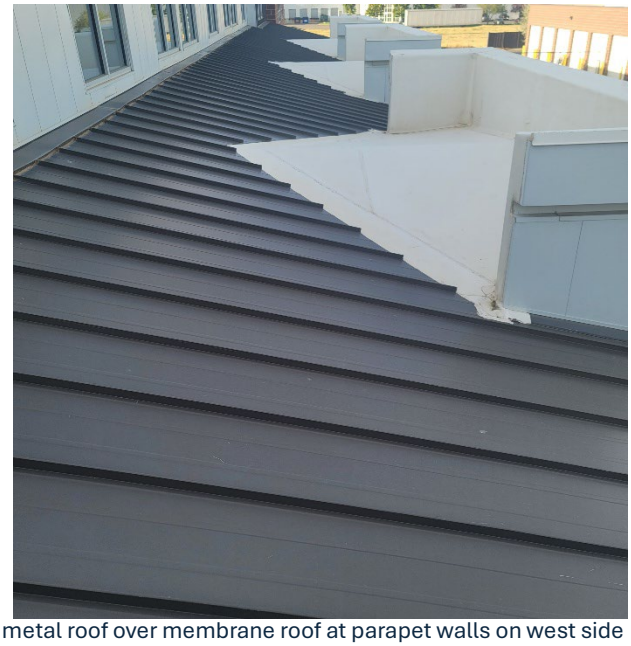
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Figures 5 & 6 - Water intrusion at roof to wall connection and metal roof over membrane roof at parapet walls on west side of building.





Figures 7 & 8 - Galvanized metal roofs routinely leak at top parapet walls, side parapet walls, and at the gutter adjoining the bottom parapet wall.

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Figure 9 - Flashing on galvanized metal roof leaks in multiple locations.



Figure 10 thru 14 - An improvised membrane gutter on the bottom edge of the galvanized metal roofing and inside the lower parapet wall has been a continuous problem.

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Figure 10 thru 14 - An improvised membrane gutter on the bottom edge of the galvanized metal roofing and inside the lower parapet wall has been a continuous problem.

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

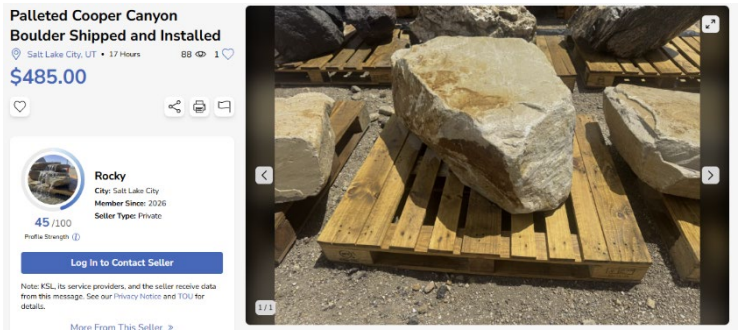
Date: October 2, 2026

Re: City Hall/Hogan Park Discussion

During this agenda item, we will discuss the following topics and request input and consensus from the city council to move forward on the project.

Boulders- Do you want more?

Hogan Construction delivered 15 boulders ranging in size from 30" to 5' to Hogan Park for the cost of $2,800. There are more boulders available if we want to pay the trucking cost. It is hard to find comparable costs for boulders, but one KSL ad shows this one boulder for $485. If you want more, this price we are paying Hogan is a great price but we need to act quickly.



Cost Estimates and Schedule

Since we completed the programming phase of the project, Hogan Construction has provided cost estimates for us to use in budgeting and planning. To be clear, these are estimates and should not be relied on as the final cost of the project. The April 3 and October 1 estimates are attached. Items that should be noted include:

1. The Building Total has increased from $13.4 million to $16 million.
2. The Site/Park Total has decreased from $11.4 million to $9.9 million.
3. The Optional Owner Design Contingency of $3.2 million has been used for the city hall design and expanded footprint.
4. This cost does not include some of the additional items that we will discuss later in this agenda item.
5. Fuel and inflation costs continue to increase at a rapid rate.

Method Studio and Hogan Construction agree that their timeline estimate now puts the bid date in March with construction starting in June of 2027 and completion and occupancy in late 2028 early 2029 (see attached Proposed Schedule).

Method Studio has also supplied the attached Design Development Phase Agenda Schedule and Workplan. This is an extensive and detailed list of decisions and input needed by the city over the next few months to prepare the drawings and bid documents. Rob described some of these

decisions as “emotional” decisions, which could also be defined as the decisions that will matter to the city council as a whole like building colors, materials, and finishes; playground equipment and placement; water feature placement and design; site layout and design.

Then there will be less emotional decisions that we believe should be left to the building committee and staff. These include items like final HVAC specifications, electrical layout and design, IT and data design, plumbing design, plant species, utility connections, etc.

We can discuss and refine these expectations during the meeting. We need to consider how decisions are being made and if we can streamline the process to avoid further delays to the project.

Park & Playground Design Committee

The city has had a playground committee select park features when replacing outdated or unsafe equipment. We recommend that the council decide who will serve on this park committee to select the park elements that are being proposed. The three suppliers have received the council’s input and are preparing updated design proposals that we anticipate in 2-3 weeks. We would like to have this committee prepared to review the submittals and select a single manufacturer/supplier to work with ASAP. This committee could also be the source of park and water feature design decisions of the council agrees to this.

Building Façade – West Elevation Design

Method Studio has been working to refine the design of the West face of the building and has shared a variety of renderings and the building committee has given input. During this council meeting, we will share renderings that are still be finalized, and work towards a consensus on the façade design. Elements that will be discussed include:

1. Façade/Glass plane on the West Face. We have referred to them as innie and outie.
2. Vestibule location – Inside the building or outside.
3. Amount of glass on the West face of the building. This equates to a brighter interior with natural light as well as heat gain from the West sun. While glass provides less insulation value it provides a feeling of transparency. What is the right amount of glass?
4. If sun is a concern, what types of shade or screening should be used on or over the glass? Options could include vertical louvers, expanded metal, or vinyl decals.
5. Extended eaves or awnings.
6. Roof Extensions and Colonnade (columns supporting parts of the roof). While these structures will provide some shade, I do not believe that the new roof extension that you will see on the West face are included in the cost estimate.
7. Trees, monument signs, or other features on the west face of the building. What feels right?
8. Anything else?

Financing

Are there any other questions or comments on project financing?

HOGAN
CONSTRUCTION MANAGER • GENERAL CONTRACTOR

4/3/2026

Project: Woods Cross City Hall
Owner: Woods Cross City
Architect: Method Studios
CMGC: Hogan

Preliminary Cost Opinion

Division/ Trade		Budget
010000 Allowances, Site Specific Conditions	----------Total	$ 224,800
020000 Existing Condition	----------Total	$ 705,000
030000 Concrete	----------Total	$ 831,600
040000 Masonry	----------Total	$ 1,665,000
050000 Metals	----------Total	$ 1,743,000
060000 Woods, Plastics, Composites	----------Total	$ 543,000
070000 Thermal & Moisture Protection	----------Total	$ 1,220,400
080000 Openings	----------Total	$ 1,430,000
090000 Finishes	----------Total	$ 2,130,000
100000 Specialties	----------Total	$ 314,000
110000 Equipment	----------Total	$ 200,000
120000 Furnishings	----------Total	$ 185,000
140000 Elevators, Escalators, Lifts	----------Total	$ 509,000
210000 Fire Suppression	----------Total	$ 287,200
22-23 Plumbing, HVAC	----------Total	$ 1,350,000
26, 27, 28 Electrical, Communication	----------Total	$ 1,845,120
31, 32 Earthwork, Utilities	----------Total	$ 1,406,000
320000 Exterior Improvements	----------Total	$ 5,264,552

	Bid Subtotal	$ 21,853,672
Preconstruction Fee		$ 15,000
General Conditions (Based on 24 Months)		$ 1,577,520
CM Fee		$ 466,928
Bond and Insurance		$ 233,464
Construction Contingency		$ 700,392

Building Total		$ 13,440,000
Site/Park Total		$ 11,406,976
	Project Total	**$ 24,846,976**
*ADD Optional Owner Design Contingency (15%)		$ 3,727,046.36
	Total with Design Contingency	**$ 28,574,022.12**
Total Soft Costs		$ 4,995,123.75
	Grand Total	**$ 33,569,145.88**

****Pricing based on current market pricing. If not started in 2026, 5% increase to total.**

Foundation Options *Assumed 20,000 sqft Footprint

#1. Rammed Agg. Piers	$	284,400.00	
#2 Helical Piers	$	412,500.00	
#3 Micro Piles	$	360,900.00	Option in estimate above
#4 Thickened mat foundation	$	563,200.00	less building concrete above

Woods Cross City Soft Cost List		
Civil/Survey	By Woods Cross City	$ 12,000
Financing	By Woods Cross City	$ 314,314
FFE (3.5%)		$ 540,000
Special Inspections	By Woods Cross City	$ 35,000
Connection Fees	By Woods Cross City	$ 50,000
Impact Fees	By Woods Cross City	$ 30,000
Security/IT/AV	Etimated	$ 500,000
Design Fee/Drawings (5.5%)	By Woods Cross City	$ 1,571,571
Builders Risk/ Property Insurance (1.5%)	By Woods Cross City	$ 503,537

Hazardous Material Abatement/Soil Remediation	By Woods Cross City	$	10,000
Owner Construction Contingency (5%)	By Woods Cross City	$	1,428,701

**This is an opinion of probable costs to be used for budgetary purposes only and does not constitute a guarantee of costs. This estimate is based on preliminary concept designs. We have made numerous assumptions about the scope of work and level of quality. This estimate reflects current market costs. We recommend the Owner carry a project contingency to cover unknown project elements and future market conditions.

The following costs are not included and assumed to be paid by the Owner:

* Governmental or regulatory permits and fees
* Utility or infrastructure impact fees
* Builders risk/property insurance
* Design & engineering fees
* Cost of 3rd party testing & inspection
* Hazardous material abatement
* Soil remediation or unforeseen site conditions
* Soft Costs (land costs, financing costs, FF&E, etc)
* Construction document reproduction (plans & specifications)
* Prevailing wage rates and premium time (overtime, night work) are not included
* No overhead power relocation

HOGAN
CONSTRUCTION MANAGER • GENERAL CONTRACTOR

Received
10/1/26

Project: Woods Cross City Hall & Hogan Park
Owner: Woods Cross City
Architect: Method Studios
CMGC: Hogan Construction

SD Estimate

Division/ Trade		BUDGET/ ESTIMATE	Budget
		Budget/Est	Notes
010000 Site Specific Conditions	----------Total	334,800.00	
020000 Existing Condition & Demo	----------Total	487,188.00	
030000 Concrete	----------Total	1,756,006.00	**See assumptions
040000 Masonry	----------Total	916,020.00	**See assumptions
050000 Metals	----------Total	2,247,000.00	
060000 Woods, Plastics, Composites	----------Total	576,000.00	
070000 Thermal & Moisture Protection	----------Total	1,410,712.00	**See assumptions
080000 Openings	----------Total	2,065,940.00	**See assumptions
090000 Finishes	----------Total	1,722,197.00	
100000 Specialties	----------Total	437,320.00	
110000 Equipment	----------Total	63,000.00	
120000 Furnishings	----------Total	281,000.00	
140000 Elevators, Escalators, Lifts	----------Total	290,000.00	
210000 Fire Suppression	----------Total	297,700.00	**See assumptions
22-23 Plumbing, HVAC	----------Total	2,080,000.00	**See assumptions
26, 27, 28 Electrical, Communication	----------Total	2,120,000.00	
31, 32 Earthwork, Utilities	----------Total	2,327,630.00	**See assumptions
320000 Exterior Improvements	----------Total	6,526,588.00	

Building Total	16,002,695.00	
Site/Park Total	9,936,406.00	

Bid Subtotal	25,939,101.00	
Preconstruction Fee	15,000.00	
General Conditions (Based on 24 Months)	1,457,520.00	
CM Fee	588,232.21	
Bond and Insurance	294,116.11	
Construction Contingency	1,117,641.20	
Project Total	**29,411,610.52**	

***ADD Optional Owner Design Contingency (15%)** **Contingency used in added SF and 2027 price escalation**

Total	**29,411,610.52**
Total Soft Costs	**4,542,378.61**
Grand Total	**33,953,989.12**

***Pricing based on current market pricing with a 5% escalator in each division for proposed 2027 bid.**

Woods Cross City Soft Cost List		-	
Civil/Survey	By Woods Cross City	$ 12,000	
Financing	By Woods Cross City	$ 315,355	
FFE (3.5%)		540,000.00	
Special Inspections	By Woods Cross City	35,000.00	
Connection Fees	By Woods Cross City	50,000.00	
Impact Fees	By Woods Cross City	30,000.00	
Security/IT/AV	Estimated	500,000.00	
Design Fee/Drawings (5.5%)	By Woods Cross City	1,576,777.00	
Builders Risk/ Property Insurance (1.5%)	By Woods Cross City	541,864.00	
Hazardous Material Abatement/Soil Remediation	By Woods Cross City	10,000.00	
Owner Construction Contingency (3%)	By Woods Cross City	860,060.00	
		-	

*This SD estimate of probable costs is to be used for budgetary purposes only and does not constitute a guarantee of costs. This estimate is based on schematic designs. We have made multiple assumptions about the scope of work and level of quality. This estimate reflects current market costs with a 5% escalation for 2027. We recommend the Owner carry a project contingency to cover unknown project elements and future market conditions.

The following costs are not included and assumed to be paid by the Owner:

* Governmental or regulatory permits and fees
* Utility or infrastructure impact fees
* Builders risk/property insurance
* Design & engineering fees
* Cost of 3rd party testing & inspection
* Hazardous material abatement
* Soil remediation or unforeseen site conditions
* Soft Costs (land costs, financing costs, FF&E, etc)
* Construction document reproduction (plans & specifications)
* Prevailing wage rates and premium time (overtime, night work) are not included
* No overhead power relocation

****Estimate Assumptions**

Design contingency used in added SF (Original based on 28,000 SF), 2027 escalation, and hangar door on patio area
$185,000 Police specific equipment/furniture allowance in division 12
Boulevard Concrete assumed at 8" and 10" base underneath
Elevator and stair tower assumed as 8" board formed CIP concrete
Brick veneer and similar cladding assumed on exterior
Wet system only assumed for fire suppression (Add $325,000.00 to base for dry system in Patio area)
Generator allowance in electrical line item
HVAC is based on VRF SF price
Export pricing is assumed to be 10+- miles from site

Hogan & Associates Construction

940 North 1250 West, Centerville, Utah 84014
P (801) 951.7000/ F (801) 951.7100
www.hoganconstruction.com

Preliminary Cost Opinion Assumptions

Project: Woods Cross City Hall & Hogan Park - Amenities Breakdown

Date: 03/31/26

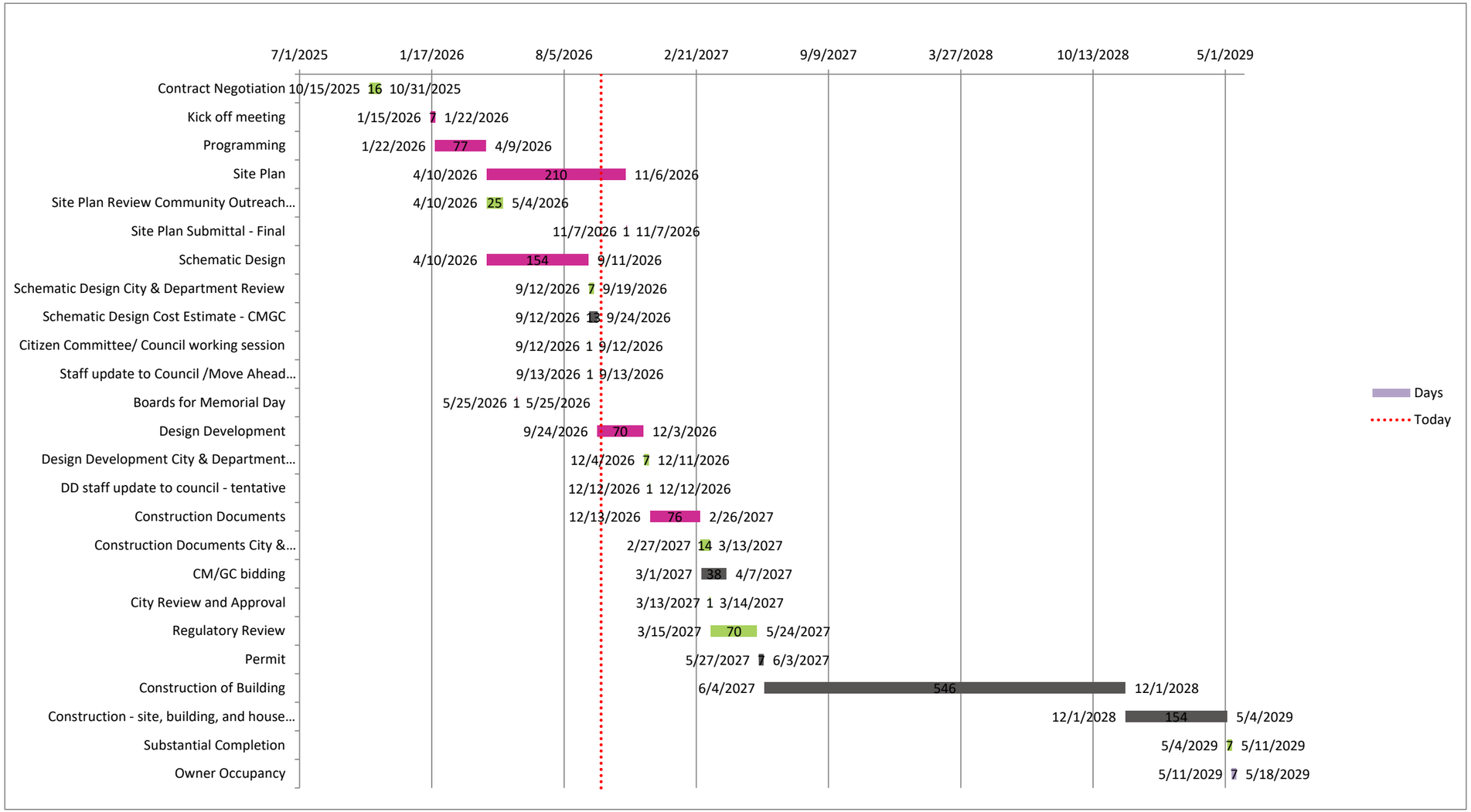
Comments	Trade/ Spec/ Page	Description	Allowance	Notes/ Answers
		Fencing around B-Ball and Pickleball Courts	$100,000	
		Playground	$450,000	
		Restroom	$750,000	
		Pickleball Courts	$300,000	
		Basketball Courts	*$125,500*	
		Water feature / Splash Pad	*$1,000,000*	
		Large Pavillions	$375,000	
		Small Pavillions (4.5)	$400,000	
		Walking Path	$250,000	
		Irrigation and Planting	$750,000	
		Relocate/Redistribute monuments/etc.	*$75,000*	
		Large tree removal/trimming/replacement	$150,000	
		Capping or relocation of well	$50,000	
		Porous Walkways / Playground Safety Surface	$150,000	
		*** Total is only for site amenities listed above. Demolition, mass ex, fill, electrical, etc. not included.**	$4,825,500	

Woods Cross City Hall

September 30, 2026

method studio

Proposed Schedule:



Legend:

Design Team

Owner / City

Construction Team

Project: **Woods Cross City Hall**
Date: **9/30/2026**
Re: Project Agenda Schedule (DD Phase)

DESIGN DEVELOPMENT PHASE AGENDA SCHEDULE AND WORKPLAN

Major Priorities:

- Civil
  - Site Layout (including pedestrian and vehicular ways)
  - Retaining systems
  - Stormwater Management
  - Site utilities
  - Off-site requirements
- Landscape
  - Site Layout (including pedestrian, vehicular, landscaping)
  - Park layout
  - Playground design
  - Water feature design
    - Add water designer
- Architectural and Interior
  - Finalize layout of rooms, corridors and other areas.
  - Finalize requirements of rooms, alcoves and other areas.
  - Finalize FFE
    - CFCI/OFCI/OFOI Matrix
    - Complete Owner FFE coordination
  - Location and size of interior windows (borrowed lights) as required.
  - Doors:
    - Width and height and swing direction of door openings.
    - Inclusion of any glass vision panels and/or sidelights as required by the functional need.
    - Special doors other than standard swing-type, including sliding and bi-fold.
  - Ceiling heights and configurations.
  - Counters, cabinets and shelving: quantity, location, size, height and configuration.
  - Type of room finishes, including walls, floors and ceilings.
- Structural
  - Understanding of required structural components, including steel columns and brace frames, especially those which will be exposed if any.
- Mechanical
  - Special requirements for heating, ventilation, air conditioning, and special equipment.
  - Quantity, location and type of sinks and other plumbing fixtures
- Electrical
  - Computer (Information Technology) equipment: type, quantity and location.
  - Special lighting and electrical power requirements
  - Quantity and location of outlets for data, electrical, etc.

- A general understanding of the quantity and location of security system components, including card readers and CCTV cameras and associated remote monitoring relationships.
- Inclusion of any power-operated doors requirements, including switch or sensor activation, and location of any required operators

Tentative Schedule:

1. **DD PHASE (13 weeks (10 DD + 3 CD); progress mtgs weekly)**
    a. Design Review Meeting 10/1
        i. Workshop: Misc Design Review and Site Plan Review, Schedule, Workplan, SD Cost Estimate, Floor Plan and room diagrams (2 hrs)
            1. Priorities:
                a. Review of exterior design elements.
                b. Review of site progress.
                c. Review of schedule and workplan
                d. Review of Schematic Design cost estimate
    b. Design Review Meeting 10/8
        i. Workshop: Misc Design Review (1-2 hrs)
            1. Priorities: Site playground options, Exterior Development, Floor Plans
                a. Review of additional exterior design elements.
                b. Review of site playground options.
                c. Review of Floor Plans
    c. Design Review Meeting 10/15
        i. Workshop: Structural (1hr)
            1. Key Priorities: Structural column layout and plan adjustments
                a. Review structural column layout with plan and adjustments to plan
                b. Review requirements for structural system
                c. Review requirements for structural components including floor penetrations, Mechanical equipment supports, etc.
        ii. Workshop: Civil/Landscape (1 hr)
            1. Key Priorities: Review site layout, vehicular/pedestrian ways, stormwater management, utilities, landscaping, and off-site requirements.
                a. Review water feature design - Landscape
                b. Review civil plan

d. Design Review Meeting 10/22
    i. Workshop: Mechanical (1-2 hrs), Review Reflected Ceiling Plan (RCP) Architectural
        1. Mechanical/ Plumbing Key Priorities:
            a. Special requirements for HVAC, Equipment (Kitchen, etc)
            b. Quantity, location, and type of sinks and other plumbing fixtures
            c. Floor sinks
            d. Special requirements for soda dispensers, ice machines
        2. Architectural Key Priorities: RCP
            a. Review Ceiling heights and configurations.
            b. Review Ceiling Types.
e. Design Review Meeting 10/29
    i. Workshop: Electrical (1-2 hrs)
        1. Key Priorities:
            a. Special requirement for light fixtures, down lights, task lights, specialty lights, etc.
            b. Power: Identify the location of all power requirements (outlets).
            c. Low-voltage: Review requirements for the following: data, computers, phones, printers, copiers needing to be networked, specialty systems, etc.
            d. Security: A general understanding of the quantity and location of security system components, including card readers and CCTV cameras and associated remote monitoring relationships.
f. Design Review Meeting 11/5
    i. Workshop: Architecture and Interior Design (1-2 hrs)
        1. Key Priorities: Millwork, Finishes
            a. Review of:
                i. Specialty Ceiling heights and configurations not reviewed in prior meetings.
                ii. Counters, cabinets and shelving: quantity, location, size, height and configuration.
                iii. Room finishes, including walls, floors and ceilings.
                iv. Special Features
g. Design Review Meeting 11/12
    i. Workshop: Windows & Doors (Exterior & Interior; 1 hr)
        1. Key Priorities: Windows and Doors
            a. Review of exterior window/door systems
            b. Review of interior window/door systems
                i. Types of doors
                ii. Inclusion of door lights
            c. Review of specialty doors.
    ii. Workshop: Windows & Doors (Exterior & Interior; 1 hr)
        1. Key Priorities: Door Hardware
            a. Hardware/keying/access requirements

h. Design Review Meeting 11/19
    i. Workshop: Equipment (1-2 hrs)
        1. Key Priorities: Equipment
            a. Finalize FFE (furniture Fixtures Equipment
                i. CFCI/OFCI/OFOI Matrix
                ii. Complete Owner FFE coordination
            b. Owner provide equipment cutsheets to design team by 11/5 for review
i. Design Review Meeting 11/26
    i. Workshop: Design Development Sign Off meeting (1-2 hr)
        1. Key Priorities
            a. Review list above for confirmation of items covered and addressed in DD
    ii. **Milestone #1:** DD Progress Set
    iii. DD Progress Set to Client.....12/3
    iv. *Interim review by key stakeholders .....12/3 to 12/9
    v. **Milestone #2:** Hogan DD Cost Estimate 12/17

2. CD PHASE (11 weeks, 3 Design Meetings in CD Phase); progress mtgs weekly).. Dec 13 to Feb 26
a. CD Design Review Meeting.....12/10
    i. Workshop: Site (1-2 hrs)
        1. Key Priorities:
            a. Review Civil, Landscape, and Electrical
    ii. Workshop: Interiors (1-2 hrs)
        1. Key Priorities:
            a. Review millwork
b. CD Design Review Meeting.....12/17
    i. Workshop: Hogan (1-2 hrs)
        1. Key Priorities:
            a. Review DD Cost Estimate
            b. Receive approval to continue with CDs already in progress
    ii. **Milestone #2:** Hogan DD Cost Estimate Due 12/17
c. CD Design Review Meeting.....12/24
    i. Workshop: Mechanical (1-2 hrs) (Christmas Eve – find a different day in the week to meet)
        1. Key Priorities:
            a. Final Review of mechanical systems, including HVAC, Equipment (Kitchen, etc)
            b. Final Review of plumbing.
    ii. Workshop: Electrical (1-2 hrs)
        1. Key Priorities:
            a. Review Final Electrical

3. CD PHASE (11 weeks; progress mtgs weekly) ..... Dec 13 to Feb 26

4. **CITY REVIEW AND APPROVAL (2 wks)**
    a. City Review and Approval .....Feb 27 to March 14 *(tentative)*
5. **REGULATORY REVIEW (8-10 wks)**
    a. AHJ Review and Approval .....March 15 to May 24 *(tentative)*
    b. Site Plan Submission & Review .....March 15 to May 24 *(tentative)*

6. **BIDDING (5.5 wks).....** March 1 to April 7 *(tentative)*

7. **CONSTRUCTION SERVICES (Hogan to confirm duration)** .....June 4, 2027 to May 4, 2029

***Note:** Interim reviews are scheduled periods for review by Staff and Key Stakeholders. Communication and review of work with Staff, Method Studio, and Consultants will occur throughout the duration of the project.

Staff Reports

City Manager Report

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: October 2, 2026

Re: City Administrator Report for October 6, 2026, City Council Meeting

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1. We have sent communication to the Legacy Parkway Improved team requestion clarification on the noise wall being constructed through the city limits. Please see the attached series of emails regarding this dialogue.
2. I attended the Utah League of Cities and Towns policy meeting on September 21st and a special property tax workshop meeting on September 22nd where we discussed proposed changes to the state code on the Truth in Taxation process. The LPC agenda and minutes for that meeting can be found at https://www.ulct.utah.gov/advocacy/legislative-policy-committee/lpc-agenda-minutes/
3. The city received confirmation from the Utah State Tax Commission that it fulfilled the requirements of the 2026 Truth in Taxation process.
4. Working with Zions Bank for the creation of the Local Building Authority and future funding for the City Hall/Hogan Park project.
5. Assisting public works with the 1500 S water tank easements, well #3 redrilling, 1100 W road project, and Bureau of Reclamation Waterwise Grant.
6. I attended the South Davis Metro Fire Service Area Board of Trustees meeting on Thursday, Sept. 21st to present possible modifications to the administrative committee functions per the bylaws and organizational structure of the agency.
7. Regular meetings for the city hall/Hogan Park project design. We continue to refine the floor plan and functional layout of the building.
8. Coordination meetings with the Community Services and Finance departments to ensure that proper money management processes and support is provided at community events.

Outlook

Fw: Legacy Pkwy | Work Near Trail

From Bryce Haderlie <bhaderlie@woodscross.gov>
Date Fri 2026-10-02 5:25 AM
To 2026 Woods Cross Mayor and City Council <woodscrossmayorandcitycouncil@woodscross.gov>
Cc LaCee Bartholomew <lbartholomew@woodscross.gov>; Sam Christiansen <schristiansen@woodscross.gov>; Curtis Poole <cpoole@woodscross.gov>; Annette Hanson <ahanson@woodscross.gov>; James Bigelow <jbigelow@woodscross.gov>
Bcc Brian Passey <bpassey@woodscross.gov>; Cassandra Hart <chart@woodscross.gov>

Dear Mayor and Council,

Following your direction to obtain more information on the Legacy Parkway sound walls, we have received the emails below that explain the federal standards that the have been followed in the construction of the wall. The emails also clarify the location and elevation that the wall is intended to reduce noise and that it may not accomplish the noise reduction that citizens desire where areas of the home stand taller than the sound wall.

As most standards are established for the minimum or maximum impact to nature, humans, etc., UDOT is following a process set by federal law. While it is possible that a taller wall could be constructed, it should be expected that UDOT would require those interested in that request to pay the difference.

Please let me know if you want to have further discussion on this matter. I will ask LaCee to please share this information through our social media and other channels of communication.

Sincerely,
Bryce K Haderlie
City Manager
Woods Cross City
bhaderlie@woodscross.gov
O-801.677.1009
C-801.597.5160

From: Legacy Parkway Improved <legacyparkwayimproved@utah.gov>
Sent: Thursday, October 1, 2026 10:45 AM
To: Legacy Parkway Improved <legacyparkwayimproved@utah.gov>
Cc: Bryce Haderlie <bhaderlie@woodscross.gov>; LaCee Bartholomew <lbartholomew@woodscross.gov>; Sam Christiansen <schristiansen@woodscross.gov>; Curtis Poole <cpoole@woodscross.gov>
Subject: Re: Legacy Pkwy | Work Near Trail

Hi Bryce,

Thank you for sharing the Council's questions. The responses below should help the Council better understand the general process, but please note that while I've worked to phrase these as simple as possible, some technical detail is needed to fully address their questions.

- **What is the wall intended to accomplish?** Under UDOT's Noise Abatement Policy and Federal Highway Administration (FHWA) guidance, noise walls are evaluated and intended to reduce highway noise primarily for outdoor areas of "frequent human use," where people may spend extended time. For homes, this is typically the backyard. Noise walls are not intended to eliminate noise entirely in these areas or cover all floors of a home.
- **What sources of noise does it address (tire, engine, etc.)?** Traffic noise comes from tires on pavement, engines, and exhaust. The analysis accounts for these sources when predicting noise levels and the reduction the wall would provide.
- **How does it reduce noise?** The wall primarily blocks the direct path sound as it travels from traffic to nearby outdoor areas.
- **What assurances can be made that the wall will function as intended when it sets in a swale?** The noise model (a computer program used to predict and analyze the traffic noise levels) uses detailed terrain data and elevation information to map the area in three dimensions including the roadway, berms (raised areas of ground), the top of the wall, and the height of the location where noise is evaluated. This ensures that the neighborhood's elevation and grade are accounted for when predicting the noise reduction the wall would provide.
- **If residents can see traffic above the wall, does that mean it won't work? Will the sound wall be effective for first and second story levels of a home?** Noise barriers are effective at reducing noise when they break the line of sight between the source and the receiver. Consistent with federal guidance, noise receptors are placed at ground level in outdoor areas of frequent human use, most often backyards, and modeled 5 feet above ground level to approximate ear height. Because the analysis focuses on these ground-level outdoor areas, traffic may remain visible from elevated points on the property — such as upslope porches, decks, or second stories — even when the wall provides the predicted noise reduction in the yard. These elevated areas are higher than the yard and are unlikely to receive the same noise reduction.

For UDOT to recommend a noise wall, the analysis must show a reduction of at least 5 decibels for at least 50% of front row receptors (these are the properties located directly behind the wall) and at least seven decibels for 35% of front row receptors. The approved analysis predicts that the 11-foot wall in this area will reduce noise by at least 5 decibels for 52% of those properties and 7 decibels for 38%.

Because the approved analysis predicts the wall will meet both thresholds, UDOT expects it to perform as intended. UDOT must strictly base noise wall decisions on an approved analysis that follows its Noise Abatement Policy and federal requirements to maintain a consistent and objective process for every project.

We appreciate your offer to share through city channels. From a project standpoint, we can provide information LaCee may need to answer questions, but we will continue coordinating with the residents directly rather than broadly posting information since this process is complex. UDOT Communications will handle any mass media inquiries on their end.

Please let me know if I can help clarify anything else.

Thanks,
Kara
--
Legacy Parkway Improved
Hotline: 385-390-0103
Website: udotinput.utah.gov/legacyparkwayimproved
On Tuesday, September 29, 2026 at 3:05:59 AM UTC-6 Bryce Haderlie wrote:

> Kara,
> As I have shared the information with the City Council and staff, it has been suggested that a "plain English" explanation is needed.
> - What is the sound wall intended to accomplish?
> - Is it tire noise, engine noise, etc.?
> - How does it accomplish this?
> - Citizen's perception is that if traffic can be seen above the sound wall, it will not work as intended. Is that true or not?
> - Will the sound wall be effective for first and second story levels of a home?
>
> I appreciated your call yesterday, and explaining that UDOT is required to follow a federal standard.
>
> In many cases, a sound wall sets above the elevation of the road and homes. In this case, the wall appears to set below both the road and homes (in a swale) and as a result, the perception is that it will not block the noise. What assurances can be made that the wall will function as intended?
>
> And if it does not, what will UDOT be prepared to do?
>
> LaCee Bartholomew, our Community Services Coordinator, is responsible for social media and other communication to the public. She is included in this email and is able to share information on our website and other formats to the public. She can assist in the efforts to get the message out if that is helpful to your team.
>
> This is an important topic for our Council as they strive to ensure that projects by other agencies do not have a negative impact on our citizens.
> We look forward to hearing back from you.
>
> Thanks,
> Bryce K Haderlie
> City Manager
> Woods Cross City
> bhaderlie@woodscross.gov
> O-801.677.1009
> C-801.597.5160
>
> **From:** Legacy Parkway Improved <legacyparkwayimproved@utah.gov>
> **Sent:** Wednesday, September 16, 2026 3:37 PM
>
> **To:** Legacy Parkway Improved <legacyparkwayimproved@utah.gov>

Cc: Bryce Haderlie <bhaderlie@woodscross.gov>; LaCee Bartholomew <lbartholomew@woodscross.gov>; Sam Christiansen <schristiansen@woodscross.gov>; Curtis Poole <cpoole@woodscross.gov>
Subject: Re: Legacy Pkwy | Work Near Trail

Hi Bryce,

The project team and UDOT leadership have been coordinating directly with residents since August, carefully reviewing their questions and concerns about the noise wall. On Aug. 7, we met with a resident named Brian Bean and a few neighbors to discuss these concerns.

Following the meeting, the technical team revisited the underlying data -- including receptor locations, ground elevations, and the timing of terrain data collection -- and provided Brian with written responses to his questions. At his request, the team confirmed that the LiDAR data used to establish ground elevations in the noise model reflected the post-development terrain of the area and that the noise receptors were correctly placed.

For additional context:

- Receptors at residential properties are restricted to exterior areas of frequent human use.
- FHWA guidance indicates that receptors are normally evaluated at ground level, which is why they were placed in backyards rather than on elevated surfaces such as the porch where the emailed photo was taken.
- The receptors were modeled 5 feet above ground to represent the approximate ear height of a person standing in the yard.
- The team also closely evaluated the design cross section and elevations of Brian's yard, the noise wall, and Legacy Parkway and provided him with those figures and explanation.

Our study team has confirmed that the analysis was conducted accurately and in accordance with UDOT's Noise Abatement Policy and federal requirements. Therefore, the noise wall will continue to be constructed as designed.

As a statewide agency, UDOT has a responsibility to apply its noise policy consistently and fairly across all projects and communities throughout Utah. We've discussed this with the community and expressed our appreciation for their constructive engagement and involvement.

Please let me know if you'd like me to clarify any part of the analysis and technical work.

Best,
Kara
--
Legacy Parkway Improved
Hotline: 385-390-0103
Website: udotinput.utah.gov/legacyparkwayimproved
On Tuesday, September 15, 2026 at 9:37:40 PM UTC-6 Bryce Haderlie wrote:

> Julie,
> We have been receiving concerns from residents living along the Legacy Parkway in Woods Cross that the sound wall will not provide the anticipated relief due to the observation that the top of the wall is nearly the height of the Parkway.

We would appreciate an immediate response to address this concern and modifications to the wall if it can be proven that it will not fulfill the intended purpose.

Thank You,
Bryce K Haderlie
City Manager
Woods Cross City
bhaderlie@woodscross.gov
O-801.677.1009
C-801.597.5160

Note: Mayor Westergard has received this same email from a number of residents with their back yards adjoining Legacy Parkway.

Mayor Westergard,

I hope you're doing well.

I'm reaching out UDOT is on the making a significant and avoidable mistake on the Legacy Parkway noise wall project, and I think it's important enough that it deserves your attention.

The issue is easiest to understand from a single photograph. This picture was taken from my back porch:

 **Image**

As you can see by the concrete wall posts, the wall sits below the line of sight to the roadway. Residents can still see trucks and traffic over the top of the wall. When I first raised concerns about the design before construction began, this is exactly what I was worried would happen.

What frustrates me most is that this outcome was avoidable. UDOT's own analysis showed that taller alternatives were feasible under its policy and would have provided substantially greater benefits.

 **Image**

According to UDOT's analysis, a 14-foot wall would have provided roughly 24% greater benefit, and a 17-foot wall would have provided even more, while still complying with UDOT policy. Instead, UDOT selected the shortest qualifying option.

I've spent months trying to work through this directly with UDOT. To their credit, staff met with me, answered questions, and were professional throughout the process. But despite repeated concerns from residents, the project has continued unchanged.

At this point, I'm concerned we're about to spend millions of taxpayer dollars on a wall that visibly falls short of its purpose, even though UDOT's own analysis showed that better, policy-compliant alternatives were available. There is still time to fix that, but not much.

I'd appreciate any help you can provide. In particular, I hope you might reach out to Carlos Braceras and encourage him to take a personal look at the project before construction is complete.

Thank you for your time, Ryan. If it would be helpful, I'd be happy to walk you through the issue or show you the site in person.

From: Legacy Parkway Improved <legacyparkwayimproved@utah.gov>
Sent: Monday, July 6, 2026 10:16 AM

To: Legacy Parkway Improved <legacyparkwayimproved@utah.gov>
Cc: legacyparkwayimproved@utah.gov <legacyparkwayimproved@utah.gov>; LaCee Bartholomew <lbartholomew@woodscross.gov>; Sam Christiansen <schristiansen@woodscross.gov>; Bryce Haderlie <bhaderlie@woodscross.gov>

Subject: Legacy Pkwy | Work Near Trail

Hi Woods Cross Team,

We wanted to make you aware of some work that will be happening near the Legacy Parkway Trail between Center Street and 500 South this week. Crews will dig small test holes near the trail to verify the location of utilities in preparation for the noise wall installation. **The trail will remain open during this work.**

Since the trail closure isn't yet happening, this is just an FYI in the event you get questions. We will share a content package once the noise wall installation and trail closure occur later in the month. Hoping to get final word later this week.

Best,
Julie
--
Legacy Parkway Improved
Hotline: 385-390-0103
Website: udotinput.utah.gov/legacyparkwayimproved

Finance Report

Memo

To: Woods Cross Mayor and City Council

From: Bryce K Haderlie, City Administrator

Date: October 2, 2026

Re: July – August 2026 Finance Reports

The idea of updating the appearance of the finance report has turned into a longer project than I expected. To maintain compliance, here is the July and August financial records and a quick narrative of the finances to date. I will work to have the updated finance report for October 2026.

Sales Tax

July 2026	July 2025	July 2024
$332,051	$357,052	$350,604

August 2026	August 2025	August 2024
$453,121	$443,308	$401,186

YTD Total 2026	YTD Total 2025	YTD Total 2024
$785,172	**$800,360**	**$751,790**

I will work to summarize the other categories and include monthly summaries along with the October report. Please let me know if you have any questions.

Beginning Of July 2026 Finance Report

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
10-31-100	PROPERTY TAXES- REAL PROPERTY	4,414.79	4,414.79	2,200,000.00	2,195,585.21	.2
10-31-111	PROPERTY TAXES- TNT INCREASE	.00	.00	994,249.00	994,249.00	.0
10-31-150	FEES IN LIEU- MOTOR VEHICLES	9,226.58	9,226.58	105,000.00	95,773.42	8.8
10-31-200	PROPERTY TAXES- PERSONAL PROP	10,072.56	10,072.56	109,005.00	98,932.44	9.2
10-31-300	SALES AND USE TAXES	332,050.80	332,050.80	4,650,000.00	4,317,949.20	7.1
10-31-400	DATA FRANCHISE FEES	.00	.00	65,000.00	65,000.00	.0
10-31-500	TRANSIENT ROOM TAX	5,054.25	5,054.25	50,000.00	44,945.75	10.1
10-31-600	TELECOMMUNICATION TAX	3,484.66	3,484.66	35,000.00	31,515.34	10.0
10-31-700	ENERGY TAX	55,786.32	55,786.32	775,000.00	719,213.68	7.2
	TOTAL TAXES	420,089.96	420,089.96	8,983,254.00	8,563,164.04	4.7
	LICENSES AND PERMITS					
10-32-100	BUSINESS LICENSES AND PERMITS	175.00	175.00	30,000.00	29,825.00	.6
10-32-210	BUILDING PERMITS	39,797.76	39,797.76	95,000.00	55,202.24	41.9
10-32-260	PLAN CHECK FEES	20,252.54	20,252.54	65,000.00	44,747.46	31.2
10-32-270	PLANNING & ZONING FEES	3,075.00	3,075.00	7,000.00	3,925.00	43.9
10-32-280	INSPECTION FEES	.00	.00	9,500.00	9,500.00	.0
10-32-290	OTHER PERMITS	2,890.00	2,890.00	10,000.00	7,110.00	28.9
	TOTAL LICENSES AND PERMITS	66,190.30	66,190.30	216,500.00	150,309.70	30.6
	INTERGOVERNMENTAL REVENUE					
10-33-450	STATE GRANTS- POLICE	.00	.00	5,000.00	5,000.00	.0
10-33-540	FEDERAL GRANTS- POLICE	600.00	600.00	.00	(600.00)	.0
10-33-550	REIMBURSED POLICE TIME	828.42	828.42	70,000.00	69,171.58	1.2
10-33-555	RESTITUTION TO POLICE DEPT	.00	.00	7,000.00	7,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	1,428.42	1,428.42	82,000.00	80,571.58	1.7
	CHARGES FOR SERVICES					
10-34-150	SALE OF MAPS AND PUBLICATIONS	641.31	641.31	5,000.00	4,358.69	12.8
10-34-710	PARK USE FEES	355.00	355.00	3,000.00	2,645.00	11.8
10-34-740	FIELD USE FEES	9,580.00	9,580.00	20,000.00	10,420.00	47.9
10-34-750	MULTI-PURPOSE ROOM USE FEES	65.00	65.00	5,000.00	4,935.00	1.3
	TOTAL CHARGES FOR SERVICES	10,641.31	10,641.31	33,000.00	22,358.69	32.3
	FINES AND FORFEITURES					
10-35-100	COURT FINES	37,498.19	37,498.19	210,000.00	172,501.81	17.9
	TOTAL FINES AND FORFEITURES	37,498.19	37,498.19	210,000.00	172,501.81	17.9

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
10-36-100	INTEREST EARNINGS	5,313.33	5,313.33	105,000.00	99,686.67	5.1
10-36-110	INTEREST- BONDS (STAX, EXCISE)	88.94	88.94	3,000.00	2,911.06	3.0
10-36-200	RENTAL INCOME	6,047.15	6,047.15	5,600.00	(447.15)	108.0
10-36-300	MEMORIAL DAY CELEBRATION REV	.00	.00	2,500.00	2,500.00	.0
10-36-330	RECREATION REVENUES	(18.00)	(18.00)	30,000.00	30,018.00	(.1)
	TOTAL MISCELLANEOUS REVENUE	11,431.42	11,431.42	146,100.00	134,668.58	7.8
	OTHER REVENUE					
10-38-400	SALE OF FIXED ASSETS	44,900.00	44,900.00	20,000.00	(24,900.00)	224.5
10-38-900	MISCELLANEOUS REVENUE	25.16	25.16	15,000.00	14,974.84	.2
10-38-935	MISC- USBANK P-CARD PROGRAM	.00	.00	7,000.00	7,000.00	.0
	TOTAL OTHER REVENUE	44,925.16	44,925.16	42,000.00	(2,925.16)	107.0
	TRANSFERS					
10-39-300	TRANSFER IN FROM OTHER FUNDS	31,316.00	31,316.00	346,438.00	315,122.00	9.0
	TOTAL TRANSFERS	31,316.00	31,316.00	346,438.00	315,122.00	9.0
	TOTAL FUND REVENUE	623,520.76	623,520.76	10,059,292.00	9,435,771.24	6.2
	LEGISLATIVE					
10-41-110	SALARIES AND WAGES	4,371.72	4,371.72	59,000.00	54,628.28	7.4
10-41-130	RETIREMENT	327.86	327.86	4,640.00	4,312.14	7.1
10-41-132	WORKERS COMP INSURANCE	64.94	64.94	1,050.00	985.06	6.2
10-41-134	MEDICARE TAX	180.58	180.58	1,610.00	1,429.42	11.2
10-41-210	BOOKS, SUBSCRIPTIONS, MEMBERSH	11,862.74	11,862.74	13,000.00	1,137.26	91.3
10-41-230	SCHOOLS, SEMINARS & TRAINING	.00	.00	10,000.00	10,000.00	.0
10-41-610	MISCELLANEOUS SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-41-620	MISCELLANEOUS SERVICES	112.27	112.27	10,000.00	9,887.73	1.1
	TOTAL LEGISLATIVE	16,920.11	16,920.11	100,300.00	83,379.89	16.9

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	JUDICIAL					
10-42-110	SALARIES AND WAGES	15,857.92	15,857.92	201,374.00	185,516.08	7.9
10-42-111	TEMP LABOR	.00	.00	2,000.00	2,000.00	.0
10-42-112	OVERTIME	400.00	400.00	6,000.00	5,600.00	6.7
10-42-130	RETIREMENT	3,178.76	3,178.76	43,375.00	40,196.24	7.3
10-42-131	GROUP HEALTH INSURANCE	2,650.34	2,650.34	20,414.00	17,763.66	13.0
10-42-132	WORKERS COMP INSURANCE	17.26	17.26	419.00	401.74	4.1
10-42-133	LTD INSURANCE	139.77	139.77	1,752.00	1,612.23	8.0
10-42-134	MEDICARE TAX	491.22	491.22	6,396.00	5,904.78	7.7
10-42-210	BOOKS, SUBSCRIPTIONS, MEMBERSH	.00	.00	1,000.00	1,000.00	.0
10-42-230	SCHOOLS, SEMINARS & TRAINING	150.00	150.00	750.00	600.00	20.0
10-42-240	OFFICE SUPPLIES AND EXPENSE	.00	.00	900.00	900.00	.0
10-42-310	PROFESSIONAL & TECHNICAL	228.00	228.00	6,000.00	5,772.00	3.8
10-42-610	MISCELLANEOUS SUPPLIES	.00	.00	3,000.00	3,000.00	.0
10-42-621	JURY & WITNESS FEES	.00	.00	500.00	500.00	.0
	TOTAL JUDICIAL	23,113.27	23,113.27	293,880.00	270,766.73	7.9
	ADMINISTRATION					
10-43-110	SALARIES AND WAGES	34,580.03	34,580.03	442,000.00	407,419.97	7.8
10-43-112	OVERTIME	409.19	409.19	6,000.00	5,590.81	6.8
10-43-130	RETIREMENT	5,445.19	5,445.19	80,816.00	75,370.81	6.7
10-43-131	GROUP HEALTH INSURANCE	5,017.38	5,017.38	38,761.00	33,743.62	12.9
10-43-132	WORKERS COMP INSURANCE	276.20	276.20	1,771.00	1,494.80	15.6
10-43-133	LTD INSURANCE	319.62	319.62	5,041.00	4,721.38	6.3
10-43-134	MEDICARE TAX	779.33	779.33	11,988.00	11,208.67	6.5
10-43-135	EMPLOYEE HEALTH FITNESS	10.00	10.00	100.00	90.00	10.0
10-43-210	BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	3,600.00	3,600.00	.0
10-43-220	PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
10-43-230	SCHOOLS, SEMINARS & TRAINING	577.81	577.81	8,000.00	7,422.19	7.2
10-43-231	AUTO MILEAGE REIMBURSEMENT	.00	.00	1,500.00	1,500.00	.0
10-43-240	OFFICE SUPPLIES AND EXPENSE	2,334.22	2,334.22	12,000.00	9,665.78	19.5
10-43-250	EQUIP MAINTENANCE & REPAIRS	73.00	73.00	4,000.00	3,927.00	1.8
10-43-310	PROFESSIONAL & TECHNICAL SERVI	2,789.35	2,789.35	26,000.00	23,210.65	10.7
10-43-510	INSURANCE AND SURETY BONDS	622.96	622.96	650.00	27.04	95.8
10-43-610	MISCELLANEOUS SUPPLIES	535.92	535.92	8,000.00	7,464.08	6.7
10-43-620	MISCELLANEOUS SERVICES	4,000.00	4,000.00	22,000.00	18,000.00	18.2
10-43-741	EQUIPMENT UNDER $5000	.00	.00	5,000.00	5,000.00	.0
	TOTAL ADMINISTRATION	57,770.20	57,770.20	678,227.00	620,456.80	8.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DATA PROCESSING					
10-46-240	SOFTWARE UPDATES	.00	.00	20,000.00	20,000.00	.0
10-46-250	COMPUTER EQUIPMENT MAINT & REP	.00	.00	2,000.00	2,000.00	.0
10-46-310	COMPUTER SYSTEMS SUPPORT	60,476.62	60,476.62	150,000.00	89,523.38	40.3
10-46-312	SUPPORT - POLICE SYSTEM	.00	.00	25,000.00	25,000.00	.0
10-46-740	EQUIPMENT OVER $5000	2,515.00	2,515.00	20,000.00	17,485.00	12.6
10-46-741	EQUIPMENT - POLICE	.00	.00	8,000.00	8,000.00	.0
10-46-745	EQUIPMENT UNDER $5000	.00	.00	1,200.00	1,200.00	.0
	TOTAL DATA PROCESSING	62,991.62	62,991.62	226,200.00	163,208.38	27.9
	NON DEPARTMENTAL					
10-47-250	STREET LIGHT MAINTENANCE	.00	.00	35,000.00	35,000.00	.0
10-47-270	STREET LIGHTS ELECTRICITY	9,032.69	9,032.69	62,000.00	52,967.31	14.6
10-47-310	CITY ENGINEER	788.00	788.00	55,000.00	54,212.00	1.4
10-47-510	LIABILITY INSURANCE	42,160.06	42,160.06	37,500.00	(4,660.06)	112.4
10-47-620	POST OFFICE EXPENSES	.00	.00	1,000.00	1,000.00	.0
10-47-621	EDUCATION REIMBURSEMENT	.00	.00	2,000.00	2,000.00	.0
10-47-622	CREDIT CARD FEES	2,443.58	2,443.58	25,000.00	22,556.42	9.8
10-47-625	SICK LEAVE CONVERSION-RETIREMT	.00	.00	22,000.00	22,000.00	.0
10-47-630	SAFETY PROGRAM INCENTIVES	.00	.00	6,500.00	6,500.00	.0
10-47-635	EMPLOYEE RECOGNITION & APPREC	.00	.00	8,000.00	8,000.00	.0
	TOTAL NON DEPARTMENTAL	54,424.33	54,424.33	254,000.00	199,575.67	21.4
	CITY ATTORNEY					
10-49-310	LEGAL - GENERAL	.00	.00	60,000.00	60,000.00	.0
10-49-311	LEGAL - JP COURT	2,600.00	2,600.00	32,000.00	29,400.00	8.1
10-49-312	LEGAL - PUBLIC DEFENDER	.00	.00	9,000.00	9,000.00	.0
	TOTAL CITY ATTORNEY	2,600.00	2,600.00	101,000.00	98,400.00	2.6
	CITY HALL					
10-51-134	MEDICARE TAX	3.84	3.84	200.00	196.16	1.9
10-51-250	EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	8,000.00	8,000.00	.0
10-51-255	LEASED EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
10-51-260	BLDGS & GROUNDS - SUPPLIES & M	410.98	410.98	25,000.00	24,589.02	1.6
10-51-270	UTILITIES	3,865.22	3,865.22	20,000.00	16,134.78	19.3
10-51-280	TELEPHONE	1,240.25	1,240.25	48,000.00	46,759.75	2.6
10-51-610	MISC. SUPPLIES	.00	.00	200.00	200.00	.0
10-51-620	MISC. SERVICES	702.00	702.00	9,200.00	8,498.00	7.6
10-51-720	BUILDINGS	.00	.00	2,000.00	2,000.00	.0
10-51-740	EQUIPMENT OVER $5000	.00	.00	5,000.00	5,000.00	.0
10-51-961	TRANSFER TO FLEET FUND	625.00	625.00	7,500.00	6,875.00	8.3
	TOTAL CITY HALL	6,847.29	6,847.29	126,100.00	119,252.71	5.4

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ELECTION					
10-55-220	PUBLIC NOTICE	.00	.00	1,000.00	1,000.00	.0
10-55-620	MISC. SERVICES	.00	.00	10,000.00	10,000.00	.0
	TOTAL ELECTION	.00	.00	11,000.00	11,000.00	.0
	COMMUNITY DEVELOPMENT					
10-57-110	SALARIES AND WAGES	14,929.23	14,929.23	213,054.00	198,124.77	7.0
10-57-111	TEMPORARY LABOR	.00	.00	8,000.00	8,000.00	.0
10-57-130	RETIREMENT	2,444.08	2,444.08	41,469.00	39,024.92	5.9
10-57-131	GROUP HEALTH INSURANCE	5,785.60	5,785.60	23,289.00	17,503.40	24.8
10-57-132	WORKERS COMP INSURANCE	37.49	37.49	2,211.00	2,173.51	1.7
10-57-133	LTD INSURANCE	150.31	150.31	1,841.00	1,690.69	8.2
10-57-134	MEDICARE TAX	333.74	333.74	6,400.00	6,066.26	5.2
10-57-210	SUBSCRIPTIONS,MEMBERSHIPS,DUES	.00	.00	800.00	800.00	.0
10-57-230	MEETING ALLOWANCE	319.50	319.50	7,000.00	6,680.50	4.6
10-57-231	SCHOOLS, SEMINARS & TRAINING	.00	.00	3,000.00	3,000.00	.0
10-57-232	AUTO MILEAGE REIMBURSEMENT	.00	.00	50.00	50.00	.0
10-57-240	OFFICE SUPPLIES AND EXPENSE	577.81	577.81	1,500.00	922.19	38.5
10-57-250	EQUIP MAINT, REPAIRS & FUEL	.00	.00	1,600.00	1,600.00	.0
10-57-252	FUEL PURCHASES	.00	.00	600.00	600.00	.0
10-57-310	PROFESSIONAL SERVICES	.00	.00	4,300.00	4,300.00	.0
10-57-510	INSURANCE AND SURETY BONDS	381.00	381.00	400.00	19.00	95.3
10-57-741	EQUIPMENT UNDER $5000	.00	.00	1,500.00	1,500.00	.0
	TOTAL COMMUNITY DEVELOPMENT	24,958.76	24,958.76	317,014.00	292,055.24	7.9

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DEPARTMENT					
10-60-110	SALARIES AND WAGES	137,034.14	137,034.14	1,782,693.00	1,645,658.86	7.7
10-60-111	PARTTIME WAGES (X-GUARDS, ETC)	537.48	537.48	60,000.00	59,462.52	.9
10-60-112	OVERTIME	3,700.06	3,700.06	120,000.00	116,299.94	3.1
10-60-130	RETIREMENT	42,455.69	42,455.69	546,607.00	504,151.31	7.8
10-60-131	GROUP HEALTH INSURANCE	44,211.13	44,211.13	390,009.00	345,797.87	11.3
10-60-132	WORKERS COMP INSURANCE	1,909.41	1,909.41	45,987.00	44,077.59	4.2
10-60-133	LTD INSURANCE	1,648.07	1,648.07	17,969.00	16,320.93	9.2
10-60-134	MEDICARE TAX	2,056.10	2,056.10	28,459.00	26,402.90	7.2
10-60-135	EMPLOYEE HEALTH FITNESS	10.00	10.00	200.00	190.00	5.0
10-60-210	BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	13,000.00	13,000.00	.0
10-60-230	SCHOOLS, SEMINARS & TRAINING	263.00	263.00	25,000.00	24,737.00	1.1
10-60-240	OFFICE SUPPLIES AND EXPENSE	.00	.00	5,000.00	5,000.00	.0
10-60-251	EQUIPMENT MAINT. & REPAIRS	687.45	687.45	25,000.00	24,312.55	2.8
10-60-252	FUEL PURCHASES	.00	.00	52,000.00	52,000.00	.0
10-60-280	ACCESS CHARGES	13,918.98	13,918.98	66,000.00	52,081.02	21.1
10-60-310	PROFESSIONAL & TECHNICAL SERVI	13,979.72	13,979.72	105,000.00	91,020.28	13.3
10-60-450	UNIFORM PURCHASES	.00	.00	25,000.00	25,000.00	.0
10-60-455	SPECIAL DEPARTMENTAL SUPPLIES	343.46	343.46	40,000.00	39,656.54	.9
10-60-456	SPEC DEPT SUPP- FIREARMS/AMMO	.00	.00	30,000.00	30,000.00	.0
10-60-460	K9 PROGRAM EXPENSES	.00	.00	6,000.00	6,000.00	.0
10-60-510	INSURANCE AND SURETY BONDS	24,220.00	24,220.00	25,000.00	780.00	96.9
10-60-610	MISC. SUPPLIES	6.00	6.00	.00	(6.00)	.0
10-60-620	MISC. SERVICES OR EVENTS	.00	.00	2,000.00	2,000.00	.0
10-60-741	EQUIPMENT UNDER $5000	.00	.00	5,000.00	5,000.00	.0
10-60-961	TRANSFER TO FLEET FUND	16,000.00	16,000.00	192,000.00	176,000.00	8.3
	TOTAL POLICE DEPARTMENT	302,980.69	302,980.69	3,607,924.00	3,304,943.31	8.4
	FIRE DEPARTMENT					
10-62-310	PROFESSIONAL SERVICES	228,558.81	228,558.81	876,178.00	647,619.19	26.1
	TOTAL FIRE DEPARTMENT	228,558.81	228,558.81	876,178.00	647,619.19	26.1
	BUILDING INSPECTION					
10-63-310	BUILDING INSPECTIONS	.00	.00	120,000.00	120,000.00	.0
	TOTAL BUILDING INSPECTION	.00	.00	120,000.00	120,000.00	.0
	VOLUNTEER SERVICES					
10-67-230	SCHOOLS. SEMINARS & TRAINING	.00	.00	1,000.00	1,000.00	.0
10-67-610	MISC SUPPLIES-MEDICAL & PARTIE	.00	.00	1,000.00	1,000.00	.0
10-67-740	EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
	TOTAL VOLUNTEER SERVICES	.00	.00	3,000.00	3,000.00	.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREET DEPARTMENT					
10-71-110	SALARIES AND WAGES	13,261.94	13,261.94	155,909.00	142,647.06	8.5
10-71-112	OVERTIME	.00	.00	10,000.00	10,000.00	.0
10-71-130	RETIREMENT	2,492.54	2,492.54	28,897.00	26,404.46	8.6
10-71-131	GROUP HEALTH INSURANCE	2,601.62	2,601.62	38,262.00	35,660.38	6.8
10-71-132	WORKERS COMP INSURANCE	219.33	219.33	3,762.00	3,542.67	5.8
10-71-133	LTD INSURANCE	143.42	143.42	1,941.00	1,797.58	7.4
10-71-134	MEDICARE TAX	184.95	184.95	2,490.00	2,305.05	7.4
10-71-210	BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	500.00	500.00	.0
10-71-230	SCHOOLS, SEMINARS & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-71-250	EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	32,000.00	32,000.00	.0
10-71-252	FUEL PURCHASES	.00	.00	8,000.00	8,000.00	.0
10-71-280	ACCESS CHARGES	.00	.00	1,300.00	1,300.00	.0
10-71-410	SPECIAL DEPARTMENT SUPPLIES	68.90	68.90	20,000.00	19,931.10	.3
10-71-510	INSURANCE	.00	.00	8,500.00	8,500.00	.0
10-71-610	MISCELLANEOUS SUPPLIES	8,309.00	8,309.00	8,500.00	191.00	97.8
10-71-611	ROAD SALT	.00	.00	15,400.00	15,400.00	.0
10-71-620	MISCELLANEOUS SERVICES	.00	.00	30,000.00	30,000.00	.0
10-71-741	EQUIPMENT UNDER $5000	.00	.00	6,000.00	6,000.00	.0
10-71-961	TRANSFER TO FLEET FUND	9,000.00	9,000.00	108,000.00	99,000.00	8.3
	TOTAL STREET DEPARTMENT	36,281.70	36,281.70	481,461.00	445,179.30	7.5
	CITY SHOP					
10-79-110	SALARIES AND WAGES	1,240.04	1,240.04	16,155.00	14,914.96	7.7
10-79-130	RETIREMENT	233.38	233.38	2,960.00	2,726.62	7.9
10-79-131	GROUP HEALTH INSURANCE	334.36	334.36	2,745.00	2,410.64	12.2
10-79-132	WORKERS COMP INSURANCE	20.98	20.98	388.00	367.02	5.4
10-79-133	LTD INSURANCE	14.12	14.12	169.00	154.88	8.4
10-79-134	MEDICARE TAX	17.14	17.14	234.00	216.86	7.3
10-79-250	EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	1,500.00	1,500.00	.0
10-79-255	EQUIPMENT LEASE	.00	.00	5,000.00	5,000.00	.0
10-79-260	BLDGS & GROUNDS - SUPPLIES & M	1,687.90	1,687.90	34,000.00	32,312.10	5.0
10-79-270	UTILITIES	1,248.83	1,248.83	28,000.00	26,751.17	4.5
10-79-510	INSURANCE	624.00	624.00	650.00	26.00	96.0
10-79-610	MISC. SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-79-620	MISC. SERVICES	.00	.00	2,300.00	2,300.00	.0
10-79-741	EQUIPMENT UNDER $5000	.00	.00	2,100.00	2,100.00	.0
	TOTAL CITY SHOP	5,420.75	5,420.75	97,201.00	91,780.25	5.6

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS					
10-83-110	SALARIES AND WAGES	18,034.35	18,034.35	230,870.00	212,835.65	7.8
10-83-111	PARTTIME WAGES	5,823.30	5,823.30	46,000.00	40,176.70	12.7
10-83-112	OVERTIME	639.38	639.38	4,000.00	3,360.62	16.0
10-83-130	RETIREMENT	3,508.32	3,508.32	43,836.00	40,327.68	8.0
10-83-131	GROUP HEALTH INSURANCE	6,142.60	6,142.60	73,744.00	67,601.40	8.3
10-83-132	WORKERS COMP INSURANCE	466.39	466.39	5,633.00	5,166.61	8.3
10-83-133	LTD INSURANCE	211.50	211.50	3,118.00	2,906.50	6.8
10-83-134	MEDICARE TAX	699.58	699.58	4,015.00	3,315.42	17.4
10-83-230	SCHOOLS, SEMINARS & TRAINING	.00	.00	2,500.00	2,500.00	.0
10-83-250	EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	15,000.00	15,000.00	.0
10-83-252	FUEL PURCHASES	.00	.00	5,000.00	5,000.00	.0
10-83-260	MAINTENANCE & REPAIRS: BLDG'S	173.47	173.47	12,000.00	11,826.53	1.5
10-83-261	MAINTENANCE & REPAIRS: GROUNDS	1,047.64	1,047.64	69,000.00	67,952.36	1.5
10-83-262	MAINT & REPAIRS: SPORTS FIELDS	.00	.00	2,000.00	2,000.00	.0
10-83-270	UTILITIES	1,236.88	1,236.88	10,500.00	9,263.12	11.8
10-83-280	ACCESS CHARGES	.00	.00	1,300.00	1,300.00	.0
10-83-310	PROFESSIONAL SERVICES	.00	.00	100,000.00	100,000.00	.0
10-83-410	BEAUTIFICATION PROJECTS	.00	.00	3,200.00	3,200.00	.0
10-83-510	INSURANCE	1,946.00	1,946.00	2,000.00	54.00	97.3
10-83-610	MISC. SUPPLIES	18.88	18.88	4,200.00	4,181.12	.5
10-83-620	MISC. SERVICES	.00	.00	60,500.00	60,500.00	.0
10-83-730	IMPROVEMENTS	600.75	600.75	30,000.00	29,399.25	2.0
10-83-741	EQUIPMENT UNDER $5000	(22.54)	(22.54)	5,000.00	5,022.54	(.5)
10-83-961	TRANSFER TO FLEET FUND	3,250.00	3,250.00	39,000.00	35,750.00	8.3
	TOTAL PARKS	43,776.50	43,776.50	772,416.00	728,639.50	5.7
	RECREATION					
10-86-110	SALARIES AND WAGES	3,087.20	3,087.20	39,752.00	36,664.80	7.8
10-86-112	OVERTIME	303.90	303.90	1,000.00	696.10	30.4
10-86-130	RETIREMENT	576.31	576.31	7,283.00	6,706.69	7.9
10-86-131	GROUP HEALTH INSURANCE	1,660.41	1,660.41	13,726.00	12,065.59	12.1
10-86-132	WORKERS COMP INSURANCE	95.52	95.52	1,612.00	1,516.48	5.9
10-86-133	LTD INSURANCE	36.99	36.99	846.00	809.01	4.4
10-86-134	MEDICARE TAX	276.93	276.93	2,250.00	1,973.07	12.3
10-86-230	AUTO MILEAGE	.00	.00	500.00	500.00	.0
10-86-610	REC PROGRAM SUPPLIES	30.00	30.00	9,000.00	8,970.00	.3
10-86-621	REC PROGRAM STAFFING COSTS	3,040.18	3,040.18	26,350.00	23,309.82	11.5
	TOTAL RECREATION	9,107.44	9,107.44	102,319.00	93,211.56	8.9

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
10-89-800	ALLOCATION TO BOND PAYMENT	.00	.00	(200,000.00)	(200,000.00)	.0
10-89-810	PUB WKS FACILITY PRINCIPAL PMT	.00	.00	285,000.00	285,000.00	.0
10-89-820	PUB WKS FACILITY INTEREST PMT	.00	.00	113,538.00	113,538.00	.0
10-89-830	PUB WKS FACILITY OTHER COSTS	.00	.00	5,000.00	5,000.00	.0
	TOTAL DEBT SERVICE	.00	.00	203,538.00	203,538.00	.0
	TRANSFERS					
10-90-910	TRANSFERS OUT TO OTHER FUNDS	82,576.00	82,576.00	378,865.00	296,289.00	21.8
10-90-911	TRANSFERS- NEW CITY HALL DEBT	.00	.00	994,249.00	994,249.00	.0
10-90-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	314,420.00	314,420.00	.0
	TOTAL TRANSFERS	82,576.00	82,576.00	1,687,534.00	1,604,958.00	4.9
	TOTAL FUND EXPENDITURES	958,327.47	958,327.47	10,059,292.00	9,100,964.53	9.5
	NET REVENUE OVER EXPENDITURES	(334,806.71)	(334,806.71)	.00	334,806.71	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

CLASS C SPECIAL REVENUE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL REVENUE					
21-33-560	C ROAD FUND ALLOTMENT	.00	.00	565,000.00	565,000.00	.0
21-33-600	TRANSIT TAX- LOCAL	35,115.79	35,115.79	455,000.00	419,884.21	7.7
	TOTAL INTERGOVERNMENTAL REVENUE	35,115.79	35,115.79	1,020,000.00	984,884.21	3.4
	MISCELLANEOUS REVENUE					
21-36-100	INTEREST EARNINGS	7,029.47	7,029.47	60,000.00	52,970.53	11.7
21-36-110	INTEREST EARNINGS- 2022 BOND	2,841.49	2,841.49	30,000.00	27,158.51	9.5
	TOTAL MISCELLANEOUS REVENUE	9,870.96	9,870.96	90,000.00	80,129.04	11.0
	TRANSFERS					
21-39-100	TRANSFER FROM GENERAL FUND	4,167.00	4,167.00	50,000.00	45,833.00	8.3
21-39-110	TRANSFER FROM GF FOR 2022 BOND	16,667.00	16,667.00	200,000.00	183,333.00	8.3
21-39-900	FUND BALANCE APPROPRIATION	.00	.00	575,117.00	575,117.00	.0
	TOTAL TRANSFERS	20,834.00	20,834.00	825,117.00	804,283.00	2.5
	TOTAL FUND REVENUE	65,820.75	65,820.75	1,935,117.00	1,869,296.25	3.4
	EXPENDITURES					
21-40-310	ENGINEERING SERVICES	.00	.00	96,000.00	96,000.00	.0
21-40-410	STREET MAINTENANCE	4,497.19	4,497.19	600,000.00	595,502.81	.8
21-40-415	SIDEWALK MAINTENANCE	.00	.00	100,000.00	100,000.00	.0
21-40-737	1100W- 2150S TO 2600S WIDENING	.00	.00	736,132.00	736,132.00	.0
21-40-820	2022 ROAD IMP BOND PRINCIPAL	.00	.00	334,000.00	334,000.00	.0
21-40-830	2022 ROAD IMP BOND INTEREST	.00	.00	68,985.00	68,985.00	.0
	TOTAL EXPENDITURES	4,497.19	4,497.19	1,935,117.00	1,930,619.81	.2
	TOTAL FUND EXPENDITURES	4,497.19	4,497.19	1,935,117.00	1,930,619.81	.2
	NET REVENUE OVER EXPENDITURES	61,323.56	61,323.56	.00	(61,323.56)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

RAP TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
23-31-300	RAP TAXES	44,300.17	44,300.17	580,000.00	535,699.83	7.6
	TOTAL TAXES	44,300.17	44,300.17	580,000.00	535,699.83	7.6
	MISCELLANEOUS REVENUE					
23-36-100	INTEREST EARNINGS	3,157.49	3,157.49	22,000.00	18,842.51	14.4
	TOTAL MISCELLANEOUS REVENUE	3,157.49	3,157.49	22,000.00	18,842.51	14.4
	TOTAL FUND REVENUE	47,457.66	47,457.66	602,000.00	554,542.34	7.9
	EXPENDITURES					
23-40-310	PROFESSIONAL & TECHNICAL SERVI	.00	.00	5,000.00	5,000.00	.0
23-40-611	CULTURAL ACTIVITIES	.00	.00	5,000.00	5,000.00	.0
23-40-920	BUDGETED INCREASE TO FUND BAL	.00	.00	592,000.00	592,000.00	.0
	TOTAL EXPENDITURES	.00	.00	602,000.00	602,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	602,000.00	602,000.00	.0
	NET REVENUE OVER EXPENDITURES	47,457.66	47,457.66	.00	(47,457.66)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

PARK DEVELOPMENT SPEC REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
24-34-400	PARK IMPACT FEES	17,574.00	17,574.00	10,000.00	(7,574.00)	175.7
	TOTAL CHARGES FOR SERVICES	17,574.00	17,574.00	10,000.00	(7,574.00)	175.7
	MISCELLANEOUS REVENUE					
24-36-100	INTEREST EARNINGS	272.73	272.73	1,500.00	1,227.27	18.2
	TOTAL MISCELLANEOUS REVENUE	272.73	272.73	1,500.00	1,227.27	18.2
	TOTAL FUND REVENUE	17,846.73	17,846.73	11,500.00	(6,346.73)	155.2
	EXPENDITURES					
24-40-310	PROFESSIONAL & TECHNICAL SERVI	.00	.00	500.00	500.00	.0
24-40-734	PARKS & REC MASTER PLAN UPDATE	.00	.00	11,000.00	11,000.00	.0
	TOTAL EXPENDITURES	.00	.00	11,500.00	11,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	11,500.00	11,500.00	.0
	NET REVENUE OVER EXPENDITURES	17,846.73	17,846.73	.00	(17,846.73)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

REDEVELOPMENT AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
25-31-130	PROPERTY TAX INCREMENT WX3	.00	.00	375,000.00	375,000.00	.0
25-31-140	PROPERTY TAX INCREMENT 2600 S	.00	.00	205,000.00	205,000.00	.0
25-31-150	PROP TAX INCREMENT LEGACY CDA	.00	.00	330,000.00	330,000.00	.0
25-31-160	PROP TAX INCR LEGACY CDA WX/WB	.00	.00	700.00	700.00	.0
	TOTAL TAXES	.00	.00	910,700.00	910,700.00	.0
	MISCELLANEOUS REVENUE					
25-36-100	INTEREST EARNINGS	7,101.09	7,101.09	62,000.00	54,898.91	11.5
25-36-300	REPAYMENT OF NOTE RECEIVABLE	.00	.00	2,000.00	2,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	7,101.09	7,101.09	64,000.00	56,898.91	11.1
	TOTAL FUND REVENUE	7,101.09	7,101.09	974,700.00	967,598.91	.7
	EXPENDITURES					
25-40-110	SALARIES & WAGES	10,853.08	10,853.08	131,174.00	120,320.92	8.3
25-40-112	OVERTIME	6.58	6.58	500.00	493.42	1.3
25-40-130	RETIREMENT	855.79	855.79	24,483.00	23,627.21	3.5
25-40-131	GROUP HEALTH INSURANCE	1,536.14	1,536.14	14,368.00	12,831.86	10.7
25-40-132	WORKERS COMP INSURANCE	114.78	114.78	1,073.00	958.22	10.7
25-40-133	LTD INSURANCE	107.49	107.49	3,715.00	3,607.51	2.9
25-40-134	MEDICARE TAX	169.42	169.42	2,186.00	2,016.58	7.8
25-40-220	PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
25-40-260	ALLOCATION OF CITY HALL EXPENS	4,728.00	4,728.00	52,301.00	47,573.00	9.0
25-40-310	LEGAL SERVICES	25.00	25.00	5,000.00	4,975.00	.5
25-40-311	PROFESSIONAL SERVICES	.00	.00	30,000.00	30,000.00	.0
25-40-510	INSURANCE	6,015.00	6,015.00	5,500.00	(515.00)	109.4
25-40-632	AGREEMENT PMT- 2600 S CDA	.00	.00	135,000.00	135,000.00	.0
25-40-633	AGREEMENT PMT- 2425 S CRA	.00	.00	100,000.00	100,000.00	.0
25-40-730	SPECIAL PROJECTS	.00	.00	50,000.00	50,000.00	.0
25-40-731	SPECIAL PROJECTS-HOUSING	.00	.00	200,000.00	200,000.00	.0
	TOTAL EXPENDITURES	24,411.28	24,411.28	756,300.00	731,888.72	3.2
	TRANSFERS					
25-90-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	218,400.00	218,400.00	.0
	TOTAL TRANSFERS	.00	.00	218,400.00	218,400.00	.0
	TOTAL FUND EXPENDITURES	24,411.28	24,411.28	974,700.00	950,288.72	2.5
	NET REVENUE OVER EXPENDITURES	(17,310.19)	(17,310.19)	.00	17,310.19	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

YOUTH CITY COUNCIL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
26-36-100	INTEREST EARNINGS	213.07	213.07	2,300.00	2,086.93	9.3
26-36-320	YOUTH CITY COUNCIL REVENUE	750.00	750.00	1,500.00	750.00	50.0
	TOTAL MISCELLANEOUS REVENUE	963.07	963.07	3,800.00	2,836.93	25.3
	OTHER REVENUE					
26-38-100	TRANSFERS FROM GENERAL FUND	1,377.00	1,377.00	16,525.00	15,148.00	8.3
	TOTAL OTHER REVENUE	1,377.00	1,377.00	16,525.00	15,148.00	8.3
	TOTAL FUND REVENUE	2,340.07	2,340.07	20,325.00	17,984.93	11.5
	EXPENDITURES					
26-40-132	WORKERS COMP INSURANCE	2.98	2.98	100.00	97.02	3.0
26-40-134	MEDICARE TAX	15.30	15.30	425.00	409.70	3.6
26-40-230	CONFERENCES	.00	.00	9,000.00	9,000.00	.0
26-40-610	MISCELLANEOUS SUPPLIES	.00	.00	500.00	500.00	.0
26-40-611	YCC ACTIVITIES	.00	.00	3,000.00	3,000.00	.0
26-40-612	SCHOLARSHIPS	.00	.00	1,000.00	1,000.00	.0
26-40-620	MISC. SERVICES-ADVISORS	200.00	200.00	4,800.00	4,600.00	4.2
26-40-990	BUDGETED INCREASE TO FUND BAL	.00	.00	1,500.00	1,500.00	.0
	TOTAL EXPENDITURES	218.28	218.28	20,325.00	20,106.72	1.1
	TOTAL FUND EXPENDITURES	218.28	218.28	20,325.00	20,106.72	1.1
	NET REVENUE OVER EXPENDITURES	2,121.79	2,121.79	.00	(2,121.79)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

COMMUNITY OF PROMISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
27-36-100	INTEREST EARNINGS	447.95	447.95	4,800.00	4,352.05	9.3
27-36-310	COMMUNITY OF PROMISE REVENUE	.00	.00	2,000.00	2,000.00	.0
27-36-320	SENIORS LUNCH BUNCH REVENUE	145.00	145.00	1,500.00	1,355.00	9.7
	TOTAL MISCELLANEOUS REVENUE	592.95	592.95	8,300.00	7,707.05	7.1
	OTHER REVENUE					
27-38-100	TRANSFER FROM GENERAL FUND	4,725.00	4,725.00	56,700.00	51,975.00	8.3
	TOTAL OTHER REVENUE	4,725.00	4,725.00	56,700.00	51,975.00	8.3
	TOTAL FUND REVENUE	5,317.95	5,317.95	65,000.00	59,682.05	8.2
	EXPENDITURES					
27-40-611	SENIORS-MISC EXPENSE	550.94	550.94	9,500.00	8,949.06	5.8
27-40-617	COMMUNITY OF PROMISE EXPENSES	5.35	5.35	51,000.00	50,994.65	.0
27-40-621	LITERACY PROGRAM EXPENSES	324.91	324.91	4,500.00	4,175.09	7.2
	TOTAL EXPENDITURES	881.20	881.20	65,000.00	64,118.80	1.4
	TOTAL FUND EXPENDITURES	881.20	881.20	65,000.00	64,118.80	1.4
	NET REVENUE OVER EXPENDITURES	4,436.75	4,436.75	.00	(4,436.75)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

STATE LIQUOR ALLOTMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL REVENUE					
28-33-550	STATE LIQUOR REVENUE	66.94	66.94	12,000.00	11,933.06	.6
	TOTAL INTERGOVERNMENTAL REVENUE	66.94	66.94	12,000.00	11,933.06	.6
	MISCELLANEOUS REVENUE					
28-36-100	INTEREST EARNINGS	113.67	113.67	2,500.00	2,386.33	4.6
	TOTAL MISCELLANEOUS REVENUE	113.67	113.67	2,500.00	2,386.33	4.6
	TOTAL FUND REVENUE	180.61	180.61	14,500.00	14,319.39	1.3
	EXPENDITURES					
28-40-112	OVERTIME	.00	.00	5,000.00	5,000.00	.0
28-40-455	SPECIAL DEPARTMENTAL SUPPLIES	.00	.00	3,000.00	3,000.00	.0
28-40-740	EQUIPMENT OVER $5000	.00	.00	5,000.00	5,000.00	.0
28-40-990	BUDGETED INCREASE TO FUND BAL	.00	.00	1,500.00	1,500.00	.0
	TOTAL EXPENDITURES	.00	.00	14,500.00	14,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	14,500.00	14,500.00	.0
	NET REVENUE OVER EXPENDITURES	180.61	180.61	.00	(180.61)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

1960 SOUTH ASSESSMENT AREA

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
41-36-100	INTEREST EARNINGS	29.52	29.52	1,610.00	1,580.48	1.8
41-36-110	INTEREST EARNED- SLGS ACCOUNT	.00	.00	4,000.00	4,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	29.52	29.52	5,610.00	5,580.48	.5
	OTHER REVENUE					
41-38-100	TRANSFER FROM GENERAL FUND	25,640.00	25,640.00	55,640.00	30,000.00	46.1
41-38-500	TRANSFER FROM GEN FUND- ADD'L	30,000.00	30,000.00	.00	(30,000.00)	.0
41-38-800	ACCOUNTS RECEIVABLE PAYMENTS	.00	.00	137,505.00	137,505.00	.0
	TOTAL OTHER REVENUE	55,640.00	55,640.00	193,145.00	137,505.00	28.8
	TOTAL FUND REVENUE	55,669.52	55,669.52	198,755.00	143,085.48	28.0
	EXPENDITURES					
41-40-310	ENGINEERING SERVICES	.00	.00	5,000.00	5,000.00	.0
41-40-311	LEGAL SERVICES	.00	.00	10,000.00	10,000.00	.0
41-40-312	MISCELLANEOUS EXPENSES	10,252.27	10,252.27	15,000.00	4,747.73	68.4
41-40-810	BOND PRINCIPAL PAYMENT	123,000.00	123,000.00	123,000.00	.00	100.0
41-40-820	BOND INTEREST PAYMENT	22,074.75	22,074.75	43,505.00	21,430.25	50.7
41-40-830	BOND AGENT FEES	2,250.00	2,250.00	2,250.00	.00	100.0
	TOTAL EXPENDITURES	157,577.02	157,577.02	198,755.00	41,177.98	79.3
	TOTAL FUND EXPENDITURES	157,577.02	157,577.02	198,755.00	41,177.98	79.3
	NET REVENUE OVER EXPENDITURES	(101,907.50)	(101,907.50)	.00	101,907.50	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

CAPITAL IMPROVEMENT DVPMT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
46-36-100	INTEREST EARNINGS	12,878.64	12,878.64	100,000.00	87,121.36	12.9
	TOTAL MISCELLANEOUS REVENUE	12,878.64	12,878.64	100,000.00	87,121.36	12.9
	TRANSFERS					
46-39-111	TRANSFER IN- NEW CITY HALL DEB	.00	.00	994,249.00	994,249.00	.0
46-39-900	FUND BALANCE APPROPRIATION	.00	.00	900,000.00	900,000.00	.0
	TOTAL TRANSFERS	.00	.00	1,894,249.00	1,894,249.00	.0
	TOTAL FUND REVENUE	12,878.64	12,878.64	1,994,249.00	1,981,370.36	.7
	EXPENDITURES					
46-40-720	BUILDINGS	35,185.10	35,185.10	1,000,000.00	964,814.90	3.5
46-40-850	LOAN P&I- NEW CITY HALL	.00	.00	994,249.00	994,249.00	.0
	TOTAL EXPENDITURES	35,185.10	35,185.10	1,994,249.00	1,959,063.90	1.8
	TOTAL FUND EXPENDITURES	35,185.10	35,185.10	1,994,249.00	1,959,063.90	1.8
	NET REVENUE OVER EXPENDITURES	(22,306.46)	(22,306.46)	.00	22,306.46	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

WATER ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
51-36-100	INTEREST EARNINGS	3,170.57	3,170.57	17,000.00	13,829.43	18.7
51-36-110	INTEREST EARNINGS- TRUST ACCTS	23,458.09	23,458.09	213,000.00	189,541.91	11.0
51-36-500	BOND PROCEEDS- 2025 WTR BOND	.00	.00	7,000,000.00	7,000,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	26,628.66	26,628.66	7,230,000.00	7,203,371.34	.4
	UTILITY REVENUE					
51-37-100	WATER SALES	212,415.99	212,415.99	2,457,240.00	2,244,824.01	8.6
51-37-305	DELINQUENT FEES	2,520.00	2,520.00	30,000.00	27,480.00	8.4
51-37-310	SHUT OFF FEES	700.00	700.00	6,500.00	5,800.00	10.8
51-37-315	RETURNED CHECK FEES	340.00	340.00	.00	(340.00)	.0
51-37-400	WATER METER FEES	3,990.00	3,990.00	10,000.00	6,010.00	39.9
	TOTAL UTILITY REVENUE	219,965.99	219,965.99	2,503,740.00	2,283,774.01	8.8
	OTHER REVENUE					
51-38-300	TRANSF FROM WIFF FOR BOND PYMT	136,000.00	136,000.00	136,000.00	.00	100.0
51-38-400	SALE OF FIXED ASSETS	.00	.00	10,000.00	10,000.00	.0
51-38-900	MISCELLANEOUS REVENUE	261.16	261.16	4,000.00	3,738.84	6.5
	TOTAL OTHER REVENUE	136,261.16	136,261.16	150,000.00	13,738.84	90.8
	TOTAL FUND REVENUE	382,855.81	382,855.81	9,883,740.00	9,500,884.19	3.9

WOODS CROSS CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

WATER ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
51-40-110	SALARIES AND WAGES	29,405.47	29,405.47	367,697.00	338,291.53	8.0
51-40-111	TEMPORARY LABOR	.00	.00	15,000.00	15,000.00	.0
51-40-112	OVERTIME	6,698.52	6,698.52	18,000.00	11,301.48	37.2
51-40-130	RETIREMENT	6,703.10	6,703.10	67,588.00	60,884.90	9.9
51-40-131	GROUP HEALTH INSURANCE	11,736.99	11,736.99	78,217.00	66,480.01	15.0
51-40-132	WORKERS COMP INSURANCE	423.44	423.44	6,391.00	5,967.56	6.6
51-40-133	LTD INSURANCE	333.02	333.02	6,000.00	5,666.98	5.6
51-40-134	MEDICARE TAX	505.11	505.11	11,143.00	10,637.89	4.5
51-40-210	BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	3,000.00	3,000.00	.0
51-40-230	SCHOOLS, SEMINARS & TRAINING	600.00	600.00	4,500.00	3,900.00	13.3
51-40-240	OFFICE SUPPLIES AND EXPENSE	34.56	34.56	1,500.00	1,465.44	2.3
51-40-250	EQUIPMENT-SUPPLIES & MAINTENAN	7,027.66	7,027.66	75,500.00	68,472.34	9.3
51-40-252	FUEL PURCHASES	.00	.00	9,500.00	9,500.00	.0
51-40-260	ALLOCATION OF CITY HALL EXPENS	14,664.00	14,664.00	162,227.00	147,563.00	9.0
51-40-261	BUILDING & RESERVOIR MAINT	.00	.00	11,500.00	11,500.00	.0
51-40-270	UTILITIES	2,710.55	2,710.55	85,000.00	82,289.45	3.2
51-40-290	ALLOCATION TO PW FACILITY BOND	.00	.00	110,000.00	110,000.00	.0
51-40-310	PROFESSIONAL & TECHNICAL SERVI	488.00	488.00	65,000.00	64,512.00	.8
51-40-510	INSURANCE AND SURETY BONDS	49,759.00	49,759.00	44,500.00	(5,259.00)	111.8
51-40-610	MISCELLANEOUS SUPPLIES	3,292.34	3,292.34	18,000.00	14,707.66	18.3
51-40-620	MISCELLANEOUS SERVICES	4,425.46	4,425.46	55,000.00	50,574.54	8.1
51-40-621	METER READING SERVICES	.00	.00	45,000.00	45,000.00	.0
51-40-622	WATER PURCHASES	.00	.00	36,000.00	36,000.00	.0
51-40-650	DEPRECIATION	.00	.00	475,000.00	475,000.00	.0
51-40-741	EQUIPMENT UNDER $5000	4,070.83	4,070.83	12,333.00	8,262.17	33.0
51-40-961	TRANSFER TO FLEET FUND	5,500.00	5,500.00	66,000.00	60,500.00	8.3
51-40-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	50,739.00	50,739.00	.0
	TOTAL EXPENDITURES	148,378.05	148,378.05	1,900,335.00	1,751,956.95	7.8
	CAPITAL PROJECTS					
51-61-702	WELL #3 REHABILITATION PROJECT	.00	.00	2,500,000.00	2,500,000.00	.0
51-61-703	1500 S RESERVOIR REPLACE PROJ	54,616.00	54,616.00	4,000,000.00	3,945,384.00	1.4
51-61-704	CIP- 2025 WATER BOND SURP PRJS	.00	.00	500,000.00	500,000.00	.0
51-61-705	CIP- 1500 S WATERLINE PROJECT	.00	.00	21,300.00	21,300.00	.0
	TOTAL CAPITAL PROJECTS	54,616.00	54,616.00	7,021,300.00	6,966,684.00	.8

WATER ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
51-80-812	2016 BOND PRINCIPAL	.00	.00	384,000.00	384,000.00	.0
51-80-813	2014 BOND PRINCIPAL	.00	.00	110,000.00	110,000.00	.0
51-80-814	2023 BOND PRINCIPAL	.00	.00	75,000.00	75,000.00	.0
51-80-821	2025 BOND INTEREST	.00	.00	360,539.00	360,539.00	.0
51-80-822	2016 BOND INTEREST	.00	.00	3,360.00	3,360.00	.0
51-80-824	2023 BOND INTEREST	.00	.00	22,356.00	22,356.00	.0
51-80-832	2016 TRUSTEE/COI FEES	1,750.00	1,750.00	2,250.00	500.00	77.8
51-80-833	2014 TRUSTEE FEES	.00	.00	2,100.00	2,100.00	.0
51-80-834	2023 TRUSTEE/COI FEES	.00	.00	2,500.00	2,500.00	.0
	TOTAL DEBT SERVICE	1,750.00	1,750.00	962,105.00	960,355.00	.2
	TOTAL FUND EXPENDITURES	204,744.05	204,744.05	9,883,740.00	9,678,995.95	2.1
	NET REVENUE OVER EXPENDITURES	178,111.76	178,111.76	.00	(178,111.76)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

SOLID WASTE ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
52-36-100	INTEREST EARNINGS	768.73	768.73	3,000.00	2,231.27	25.6
	TOTAL MISCELLANEOUS REVENUE	768.73	768.73	3,000.00	2,231.27	25.6
	UTILITY REVENUE					
52-37-100	GARBAGE PICK UP FEES	64,233.56	64,233.56	768,000.00	703,766.44	8.4
52-37-110	GREEN WASTE PICK UP FEES	13,926.54	13,926.54	167,000.00	153,073.46	8.3
52-37-120	CURBSIDE RECYCLING FEES	24,882.75	24,882.75	300,000.00	275,117.25	8.3
52-37-150	TIPPING DIVERSION CREDITS	.00	.00	60,000.00	60,000.00	.0
52-37-200	GARBAGE CAN REPLACEMENT FEES	480.00	480.00	2,000.00	1,520.00	24.0
52-37-300	RESIDENTIAL DUMPSTER RENTAL	300.00	300.00	2,000.00	1,700.00	15.0
	TOTAL UTILITY REVENUE	103,822.85	103,822.85	1,299,000.00	1,195,177.15	8.0
	TOTAL FUND REVENUE	104,591.58	104,591.58	1,302,000.00	1,197,408.42	8.0
	EXPENDITURES					
52-40-110	SALARIES AND WAGES	5,053.80	5,053.80	77,909.00	72,855.20	6.5
52-40-112	OVERTIME	6.58	6.58	200.00	193.42	3.3
52-40-130	RETIREMENT	919.95	919.95	13,840.00	12,920.05	6.7
52-40-131	GROUP HEALTH INSURANCE	1,339.30	1,339.30	12,635.00	11,295.70	10.6
52-40-132	WORKERS COMP INSURANCE	62.62	62.62	798.00	735.38	7.9
52-40-133	LTD INSURANCE	67.67	67.67	1,489.00	1,421.33	4.5
52-40-134	MEDICARE TAX	104.99	104.99	1,409.00	1,304.01	7.5
52-40-260	ALLOCATION OF CITY HALL EXPENS	6,621.00	6,621.00	73,245.00	66,624.00	9.0
52-40-290	ALLOCATION TO PW FACILITY CONS	.00	.00	5,000.00	5,000.00	.0
52-40-310	PROFESSIONAL & TECHNICAL	.00	.00	2,500.00	2,500.00	.0
52-40-510	INSURANCE	17,536.00	17,536.00	15,800.00	(1,736.00)	111.0
52-40-610	MISCELLANEOUS SUPPLIES	.00	.00	1,000.00	1,000.00	.0
52-40-620	GARBAGE PICK UP EXPENSE	19,500.00	19,500.00	235,800.00	216,300.00	8.3
52-40-621	TIPPING COSTS	30,000.00	30,000.00	432,000.00	402,000.00	6.9
52-40-622	SPRING & FALL CLEAN UP	.00	.00	50,000.00	50,000.00	.0
52-40-624	CURBSIDE RECYCLING COLLECTION	15,500.00	15,500.00	192,700.00	177,200.00	8.0
52-40-625	GREEN WASTE COLLECTION	13,000.00	13,000.00	110,200.00	97,200.00	11.8
52-40-740	EQUIPMENT OVER $5000	.00	.00	40,000.00	40,000.00	.0
52-40-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	35,475.00	35,475.00	.0
	TOTAL EXPENDITURES	109,711.91	109,711.91	1,302,000.00	1,192,288.09	8.4
	TOTAL FUND EXPENDITURES	109,711.91	109,711.91	1,302,000.00	1,192,288.09	8.4
	NET REVENUE OVER EXPENDITURES	(5,120.33)	(5,120.33)	.00	5,120.33	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

WATER IMPACT FEES ENTERP FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
53-36-100	INTEREST EARNINGS	1,505.75	1,505.75	26,000.00	24,494.25	5.8
	TOTAL MISCELLANEOUS REVENUE	1,505.75	1,505.75	26,000.00	24,494.25	5.8
	UTILITY REVENUE					
53-37-200	IMPACT FEES	28,248.00	28,248.00	47,000.00	18,752.00	60.1
	TOTAL UTILITY REVENUE	28,248.00	28,248.00	47,000.00	18,752.00	60.1
	TRANSFERS					
53-39-900	FUND BALANCE APPROPRIATION	.00	.00	75,000.00	75,000.00	.0
	TOTAL TRANSFERS	.00	.00	75,000.00	75,000.00	.0
	TOTAL FUND REVENUE	29,753.75	29,753.75	148,000.00	118,246.25	20.1
	EXPENDITURES					
53-40-310	PROFESSIONAL & TECHNICAL SERVI	.00	.00	12,000.00	12,000.00	.0
53-40-910	TRNSFR TO BND 02/08 RDMPTN FD	136,000.00	136,000.00	136,000.00	.00	100.0
	TOTAL EXPENDITURES	136,000.00	136,000.00	148,000.00	12,000.00	91.9
	TOTAL FUND EXPENDITURES	136,000.00	136,000.00	148,000.00	12,000.00	91.9
	NET REVENUE OVER EXPENDITURES	(106,246.25)	(106,246.25)	.00	106,246.25	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

WATER NO FAULT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
54-36-100	INTEREST EARNINGS	295.22	295.22	4,000.00	3,704.78	7.4
	TOTAL MISCELLANEOUS REVENUE	295.22	295.22	4,000.00	3,704.78	7.4
	TOTAL FUND REVENUE	295.22	295.22	4,000.00	3,704.78	7.4
	TRANSFERS, OTHER					
54-90-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	4,000.00	4,000.00	.0
	TOTAL TRANSFERS, OTHER	.00	.00	4,000.00	4,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	4,000.00	4,000.00	.0
	NET REVENUE OVER EXPENDITURES	295.22	295.22	.00	(295.22)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

STORM DRN FEE ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PERMITS					
56-32-210	STORM DRAIN PERMITS	.00	.00	200.00	200.00	.0
	TOTAL PERMITS	.00	.00	200.00	200.00	.0
	CHARGES FOR SERVICES					
56-34-400	STORM DRAIN FEES	83,136.62	83,136.62	1,000,000.00	916,863.38	8.3
	TOTAL CHARGES FOR SERVICES	83,136.62	83,136.62	1,000,000.00	916,863.38	8.3
	MISCELLANEOUS REVENUE					
56-36-100	INTEREST EARNINGS	3,295.38	3,295.38	42,624.00	39,328.62	7.7
56-36-105	DELINQUENT FEES	20.00	20.00	.00	(20.00)	.0
	TOTAL MISCELLANEOUS REVENUE	3,315.38	3,315.38	42,624.00	39,308.62	7.8
	TRANSFERS					
56-39-900	FUND BALANCE APPROPRIATION	.00	.00	16,010.00	16,010.00	.0
	TOTAL TRANSFERS	.00	.00	16,010.00	16,010.00	.0
	TOTAL FUND REVENUE	86,452.00	86,452.00	1,058,834.00	972,382.00	8.2

WOODS CROSS CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

STORM DRN FEE ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
56-40-110	SALARIES AND WAGES	10,414.26	10,414.26	134,254.00	123,839.74	7.8
56-40-130	RETIREMENT	1,954.77	1,954.77	24,595.00	22,640.23	8.0
56-40-131	GROUP HEALTH INSURANCE	3,684.55	3,684.55	26,615.00	22,930.45	13.8
56-40-132	WORKERS COMP INSURANCE	95.69	95.69	3,044.00	2,948.31	3.1
56-40-133	LTD INSURANCE	122.18	122.18	1,370.00	1,247.82	8.9
56-40-134	MEDICARE TAX	151.07	151.07	1,947.00	1,795.93	7.8
56-40-210	BOOKS, SUBSCRIPTIONS, MEMBERSH	.00	.00	300.00	300.00	.0
56-40-230	SCHOOLS, SEMINARS & TRAINING	600.00	600.00	1,500.00	900.00	40.0
56-40-250	EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	2,100.00	2,100.00	.0
56-40-252	FUEL PURCHASES	.00	.00	500.00	500.00	.0
56-40-260	ALLOCATION OF CITY HALL EXPENS	5,303.00	5,303.00	58,665.00	53,362.00	9.0
56-40-290	ALLOCATION TO PW FACILITY BOND	.00	.00	85,000.00	85,000.00	.0
56-40-310	PROFESSIONAL & TECHNICAL	.00	.00	45,000.00	45,000.00	.0
56-40-510	INSURANCE AND SURETY BONDS	.00	.00	3,000.00	3,000.00	.0
56-40-610	MISCELLANEOUS SUPPLIES	3,069.00	3,069.00	5,000.00	1,931.00	61.4
56-40-620	MISCELLANEOUS SERVICES	22,794.00	22,794.00	50,000.00	27,206.00	45.6
56-40-650	DEPRECIATION	.00	.00	130,000.00	130,000.00	.0
56-40-730	IMPROVEMENTS	.00	.00	3,000.00	3,000.00	.0
56-40-733	CROSSROADS STORM DRAIN	.00	.00	151,944.00	151,944.00	.0
56-40-740	EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
56-40-961	TRANSFER TO FLEET FUND	3,750.00	3,750.00	45,000.00	41,250.00	8.3
	TOTAL EXPENDITURES	51,938.52	51,938.52	777,834.00	725,895.48	6.7
	CAPITAL PROJECTS					
56-61-705	CIP- PROJECTS LIST	.00	.00	281,000.00	281,000.00	.0
	TOTAL CAPITAL PROJECTS	.00	.00	281,000.00	281,000.00	.0
	TOTAL FUND EXPENDITURES	51,938.52	51,938.52	1,058,834.00	1,006,895.48	4.9
	NET REVENUE OVER EXPENDITURES	34,513.48	34,513.48	.00	(34,513.48)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

STORM DRAIN IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
57-34-400	STORM DRAIN IMPACT FEES	14,618.00	14,618.00	35,000.00	20,382.00	41.8
	TOTAL CHARGES FOR SERVICES	14,618.00	14,618.00	35,000.00	20,382.00	41.8
	MISCELLANEOUS REVENUE					
57-36-100	INTEREST EARNINGS	2,261.53	2,261.53	22,500.00	20,238.47	10.1
	TOTAL MISCELLANEOUS REVENUE	2,261.53	2,261.53	22,500.00	20,238.47	10.1
	TOTAL FUND REVENUE	16,879.53	16,879.53	57,500.00	40,620.47	29.4
	EXPENDITURES					
57-40-310	PROFESSIONAL SERVICES	.00	.00	5,000.00	5,000.00	.0
57-40-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	52,500.00	52,500.00	.0
	TOTAL EXPENDITURES	.00	.00	57,500.00	57,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	57,500.00	57,500.00	.0
	NET REVENUE OVER EXPENDITURES	16,879.53	16,879.53	.00	(16,879.53)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2026

FLEET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
61-36-100	INTEREST EARNINGS	1,885.82	1,885.82	36,000.00	34,114.18	5.2
	TOTAL MISCELLANEOUS REVENUE	1,885.82	1,885.82	36,000.00	34,114.18	5.2
	OTHER REVENUE					
61-38-400	SALE OF FIXED ASSETS	.00	.00	305,000.00	305,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	305,000.00	305,000.00	.0
	TRANSFERS					
61-39-151	TRANSFERS FROM GF CITY HALL	625.00	625.00	7,500.00	6,875.00	8.3
61-39-160	TRANSFERS FROM GF POLICE DEPT	16,000.00	16,000.00	192,000.00	176,000.00	8.3
61-39-171	TRANSFERS FROM GF STREETS DEPT	9,000.00	9,000.00	108,000.00	99,000.00	8.3
61-39-183	TRANSFERS FROM GF PARKS DEPT	3,250.00	3,250.00	39,000.00	35,750.00	8.3
61-39-510	TRANSFERS FROM WATER FUND	5,500.00	5,500.00	66,000.00	60,500.00	8.3
61-39-560	TRANSFERS FROM STORMWATER FUND	3,750.00	3,750.00	45,000.00	41,250.00	8.3
61-39-900	FUND BALANCE APPROPRIATION	.00	.00	376,014.00	376,014.00	.0
	TOTAL TRANSFERS	38,125.00	38,125.00	833,514.00	795,389.00	4.6
	TOTAL FUND REVENUE	40,010.82	40,010.82	1,174,514.00	1,134,503.18	3.4
	VEHICLE PURCHASES					
61-70-160	VEHICLE PURCHASE- GF POLICE	.00	.00	630,000.00	630,000.00	.0
	TOTAL VEHICLE PURCHASES	.00	.00	630,000.00	630,000.00	.0
	LEASE PAYMENTS					
61-80-151	LEASE PAYMENTS- GF CITY HALL	562.58	562.58	6,756.00	6,193.42	8.3
61-80-160	LEASE PAYMENTS- GF POLICE DEPT	72,706.59	72,706.59	348,213.00	275,506.41	20.9
61-80-171	LEASE PAYMENTS- GF STREET DEPT	20,745.46	20,745.46	88,689.00	67,943.54	23.4
61-80-183	LEASE PAYMENTS- GF PARKS DEPT	1,924.29	1,924.29	52,894.00	50,969.71	3.6
61-80-510	LEASE PAYMENTS- WATER FUND	12,656.56	12,656.56	29,525.00	16,868.44	42.9
61-80-560	LEASE PAYMENTS- STORM WTR FUND	295.01	295.01	18,437.00	18,141.99	1.6
	TOTAL LEASE PAYMENTS	108,890.49	108,890.49	544,514.00	435,623.51	20.0
	TOTAL FUND EXPENDITURES	108,890.49	108,890.49	1,174,514.00	1,065,623.51	9.3
	NET REVENUE OVER EXPENDITURES	(68,879.67)	(68,879.67)	.00	68,879.67	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
10-31-100	PROPERTY TAXES- REAL PROPERTY	1,947.85	6,362.64	2,124,802.00	2,118,439.36	.3
10-31-111	PROPERTY TAXES- TNT INCREASE	.00	.00	995,285.00	995,285.00	.0
10-31-150	FEES IN LIEU- MOTOR VEHICLES	10,556.11	19,782.69	105,000.00	85,217.31	18.8
10-31-200	PROPERTY TAXES- PERSONAL PROP	12,871.80	22,944.36	109,005.00	86,060.64	21.1
10-31-300	SALES AND USE TAXES	453,121.82	785,172.62	4,675,000.00	3,889,827.38	16.8
10-31-400	DATA FRANCHISE FEES	7,931.00	7,931.00	65,000.00	57,069.00	12.2
10-31-500	TRANSIENT ROOM TAX	8,414.36	13,468.61	50,000.00	36,531.39	26.9
10-31-600	TELECOMMUNICATION TAX	3,891.93	7,376.59	35,000.00	27,623.41	21.1
10-31-700	ENERGY TAX	66,146.79	121,933.11	775,000.00	653,066.89	15.7
	TOTAL TAXES	564,881.66	984,971.62	8,934,092.00	7,949,120.38	11.0
	LICENSES AND PERMITS					
10-32-100	BUSINESS LICENSES AND PERMITS	250.00	425.00	35,000.00	34,575.00	1.2
10-32-210	BUILDING PERMITS	26,420.49	66,218.25	95,000.00	28,781.75	69.7
10-32-260	PLAN CHECK FEES	16,705.01	36,957.55	65,000.00	28,042.45	56.9
10-32-270	PLANNING & ZONING FEES	650.00	3,725.00	7,000.00	3,275.00	53.2
10-32-280	INSPECTION FEES	.00	.00	9,500.00	9,500.00	.0
10-32-290	OTHER PERMITS	300.00	3,190.00	10,000.00	6,810.00	31.9
	TOTAL LICENSES AND PERMITS	44,325.50	110,515.80	221,500.00	110,984.20	49.9
	INTERGOVERNMENTAL REVENUE					
10-33-450	STATE GRANTS- POLICE	.00	.00	5,000.00	5,000.00	.0
10-33-540	FEDERAL GRANTS- POLICE	.00	600.00	.00	(600.00)	.0
10-33-550	REIMBURSED POLICE TIME	55.50	883.92	70,000.00	69,116.08	1.3
10-33-555	RESTITUTION TO POLICE DEPT	.00	.00	7,000.00	7,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	55.50	1,483.92	82,000.00	80,516.08	1.8
	CHARGES FOR SERVICES					
10-34-150	GRAMA REQUESTS, PUBLICATIONS	1,050.24	1,691.55	5,000.00	3,308.45	33.8
10-34-710	PARK USE FEES	400.00	755.00	3,000.00	2,245.00	25.2
10-34-740	FIELD USE FEES	160.00	9,740.00	20,000.00	10,260.00	48.7
10-34-750	MULTI-PURPOSE ROOM USE FEES	280.00	345.00	5,000.00	4,655.00	6.9
	TOTAL CHARGES FOR SERVICES	1,890.24	12,531.55	33,000.00	20,468.45	38.0
	FINES AND FORFEITURES					
10-35-100	COURT FINES	22,921.69	60,419.88	210,000.00	149,580.12	28.8
	TOTAL FINES AND FORFEITURES	22,921.69	60,419.88	210,000.00	149,580.12	28.8

Beginning Of August 2026 Finance Report

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
10-36-100	INTEREST EARNINGS	5,638.05	10,951.38	105,000.00	94,048.62	10.4
10-36-110	INTEREST- BONDS (STAX, EXCISE)	391.23	480.17	3,000.00	2,519.83	16.0
10-36-200	RENTAL INCOME	5,976.89	12,024.04	5,600.00	(6,424.04)	214.7
10-36-300	MEMORIAL DAY CELEBRATION REV	.00	.00	2,500.00	2,500.00	.0
10-36-330	RECREATION REVENUES	.00	(18.00)	30,000.00	30,018.00	(.1)
	TOTAL MISCELLANEOUS REVENUE	12,006.17	23,437.59	146,100.00	122,662.41	16.0
	OTHER REVENUE					
10-38-400	SALE OF FIXED ASSETS	.00	44,900.00	20,000.00	(24,900.00)	224.5
10-38-900	MISCELLANEOUS REVENUE	11.75	36.91	15,000.00	14,963.09	.3
10-38-935	MISC- USBANK P-CARD PROGRAM	2,533.93	2,533.93	7,000.00	4,466.07	36.2
	TOTAL OTHER REVENUE	2,545.68	47,470.84	42,000.00	(5,470.84)	113.0
	TRANSFERS					
10-39-300	TRANSFER IN FROM OTHER FUNDS	31,316.00	62,632.00	375,796.00	313,164.00	16.7
	TOTAL TRANSFERS	31,316.00	62,632.00	375,796.00	313,164.00	16.7
	TOTAL FUND REVENUE	679,942.44	1,303,463.20	10,044,488.00	8,741,024.80	13.0
	LEGISLATIVE					
10-41-110	SALARIES AND WAGES	4,371.72	8,743.44	60,500.00	51,756.56	14.5
10-41-130	RETIREMENT	327.86	655.72	4,800.00	4,144.28	13.7
10-41-132	WORKERS COMP INSURANCE	64.94	129.88	1,100.00	970.12	11.8
10-41-134	MEDICARE TAX	180.58	361.16	1,700.00	1,338.84	21.2
10-41-210	BOOKS, SUBSCRIPTIONS, MEMBERSH	.00	11,862.74	13,000.00	1,137.26	91.3
10-41-230	SCHOOLS, SEMINARS & TRAINING	71.46	71.46	10,000.00	9,928.54	.7
10-41-610	MISCELLANEOUS SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-41-620	MISCELLANEOUS SERVICES	.00	112.27	10,000.00	9,887.73	1.1
	TOTAL LEGISLATIVE	5,016.56	21,936.67	102,100.00	80,163.33	21.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	JUDICIAL					
10-42-110	SALARIES AND WAGES	15,854.88	31,712.80	206,073.00	174,360.20	15.4
10-42-111	TEMP LABOR	.00	.00	2,000.00	2,000.00	.0
10-42-112	OVERTIME	400.00	800.00	6,000.00	5,200.00	13.3
10-42-130	RETIREMENT	3,098.60	6,277.36	46,377.00	40,099.64	13.5
10-42-131	GROUP HEALTH INSURANCE	1,697.82	4,348.16	18,968.00	14,619.84	22.9
10-42-132	WORKERS COMP INSURANCE	17.26	34.52	419.00	384.48	8.2
10-42-133	LTD INSURANCE	139.77	279.54	1,752.00	1,472.46	16.0
10-42-134	MEDICARE TAX	491.22	982.44	6,535.00	5,552.56	15.0
10-42-210	BOOKS, SUBSCRIPTIONS, MEMBERSH	.00	.00	1,000.00	1,000.00	.0
10-42-230	SCHOOLS, SEMINARS & TRAINING	242.71	392.71	750.00	357.29	52.4
10-42-240	OFFICE SUPPLIES AND EXPENSE	.00	.00	900.00	900.00	.0
10-42-310	PROFESSIONAL & TECHNICAL	352.62	580.62	6,000.00	5,419.38	9.7
10-42-610	MISCELLANEOUS SUPPLIES	435.00	435.00	3,000.00	2,565.00	14.5
10-42-621	JURY & WITNESS FEES	.00	.00	500.00	500.00	.0
	TOTAL JUDICIAL	22,729.88	45,843.15	300,274.00	254,430.85	15.3
	ADMINISTRATION					
10-43-110	SALARIES AND WAGES	34,638.21	69,218.24	440,509.00	371,290.76	15.7
10-43-112	OVERTIME	673.80	1,082.99	6,000.00	4,917.01	18.1
10-43-130	RETIREMENT	5,331.42	10,776.61	84,261.00	73,484.39	12.8
10-43-131	GROUP HEALTH INSURANCE	3,392.12	8,409.50	36,271.00	27,861.50	23.2
10-43-132	WORKERS COMP INSURANCE	275.12	551.32	1,771.00	1,219.68	31.1
10-43-133	LTD INSURANCE	319.62	639.24	5,041.00	4,401.76	12.7
10-43-134	MEDICARE TAX	781.52	1,560.85	11,892.00	10,331.15	13.1
10-43-135	EMPLOYEE HEALTH FITNESS	10.00	20.00	100.00	80.00	20.0
10-43-210	BOOKS, SUBSCRIPTIONS & MEMBERS	209.00	209.00	3,600.00	3,391.00	5.8
10-43-220	PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
10-43-230	SCHOOLS, SEMINARS & TRAINING	205.99	783.80	8,000.00	7,216.20	9.8
10-43-231	AUTO MILEAGE REIMBURSEMENT	.00	.00	1,500.00	1,500.00	.0
10-43-240	OFFICE SUPPLIES AND EXPENSE	553.68	2,887.90	12,000.00	9,112.10	24.1
10-43-250	EQUIP MAINTENANCE & REPAIRS	48.00	121.00	4,000.00	3,879.00	3.0
10-43-252	FUEL PURCHASES	51.28	51.28	.00	(51.28)	.0
10-43-310	PROFESSIONAL & TECHNICAL SERVI	3,400.13	6,189.48	26,000.00	19,810.52	23.8
10-43-510	INSURANCE AND SURETY BONDS	1.04	624.00	650.00	26.00	96.0
10-43-610	MISCELLANEOUS SUPPLIES	537.93	1,073.85	8,000.00	6,926.15	13.4
10-43-620	MISCELLANEOUS SERVICES	8,236.80	12,236.80	22,000.00	9,763.20	55.6
10-43-741	EQUIPMENT UNDER $5000	200.00	200.00	5,000.00	4,800.00	4.0
	TOTAL ADMINISTRATION	58,865.66	116,635.86	677,595.00	560,959.14	17.2

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DATA PROCESSING					
10-46-240	SOFTWARE UPDATES	.00	.00	20,000.00	20,000.00	.0
10-46-250	COMPUTER EQUIPMENT MAINT & REP	.00	.00	2,000.00	2,000.00	.0
10-46-310	COMPUTER SYSTEMS SUPPORT	3,406.67	63,883.29	170,000.00	106,116.71	37.6
10-46-312	SUPPORT - POLICE SYSTEM	.00	.00	25,000.00	25,000.00	.0
10-46-740	EQUIPMENT OVER $5000	.00	2,515.00	20,000.00	17,485.00	12.6
10-46-741	EQUIPMENT - POLICE	.00	.00	8,000.00	8,000.00	.0
10-46-745	EQUIPMENT UNDER $5000	1,741.05	1,741.05	1,200.00	(541.05)	145.1
	TOTAL DATA PROCESSING	5,147.72	68,139.34	246,200.00	178,060.66	27.7
	NON DEPARTMENTAL					
10-47-250	STREET LIGHT MAINTENANCE	.00	.00	35,000.00	35,000.00	.0
10-47-270	STREET LIGHTS ELECTRICITY	(5,951.57)	3,081.12	62,000.00	58,918.88	5.0
10-47-310	CITY ENGINEER	2,708.50	3,496.50	55,000.00	51,503.50	6.4
10-47-510	LIABILITY INSURANCE	1.94	42,162.00	42,500.00	338.00	99.2
10-47-620	POST OFFICE EXPENSES	.00	.00	500.00	500.00	.0
10-47-621	EDUCATION REIMBURSEMENT	.00	.00	2,000.00	2,000.00	.0
10-47-622	CREDIT CARD FEES	1,985.85	4,429.43	25,000.00	20,570.57	17.7
10-47-625	SICK LEAVE CONVERSION-RETIREMT	.00	.00	22,000.00	22,000.00	.0
10-47-630	SAFETY PROGRAM INCENTIVES	.00	.00	6,500.00	6,500.00	.0
10-47-635	EMPLOYEE RECOGNITION & APPREC	.00	.00	8,000.00	8,000.00	.0
	TOTAL NON DEPARTMENTAL	(1,255.28)	53,169.05	258,500.00	205,330.95	20.6
	CITY ATTORNEY					
10-49-310	LEGAL - GENERAL	164.00	164.00	60,000.00	59,836.00	.3
10-49-311	LEGAL - JP COURT	3,018.75	5,618.75	32,000.00	26,381.25	17.6
10-49-312	LEGAL - PUBLIC DEFENDER	.00	.00	9,000.00	9,000.00	.0
	TOTAL CITY ATTORNEY	3,182.75	5,782.75	101,000.00	95,217.25	5.7
	CITY HALL					
10-51-134	MEDICARE TAX	3.82	7.66	200.00	192.34	3.8
10-51-250	EQUIPMENT-SUPPLIES & MAINTENAN	1,047.77	1,047.77	8,000.00	6,952.23	13.1
10-51-255	LEASED EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
10-51-260	BLDGS & GROUNDS - SUPPLIES & M	2,816.19	3,227.17	25,000.00	21,772.83	12.9
10-51-270	UTILITIES	32.60	3,897.82	20,000.00	16,102.18	19.5
10-51-280	TELEPHONE	3,959.53	5,199.78	48,000.00	42,800.22	10.8
10-51-610	MISC. SUPPLIES	29.10	29.10	200.00	170.90	14.6
10-51-620	MISC. SERVICES	702.00	1,404.00	9,200.00	7,796.00	15.3
10-51-720	BUILDINGS	.00	.00	2,000.00	2,000.00	.0
10-51-740	EQUIPMENT OVER $5000	.00	.00	5,000.00	5,000.00	.0
10-51-961	TRANSFER TO FLEET FUND	625.00	1,250.00	7,500.00	6,250.00	16.7
	TOTAL CITY HALL	9,216.01	16,063.30	126,100.00	110,036.70	12.7

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ELECTION					
10-55-220	PUBLIC NOTICE	.00	.00	1,000.00	1,000.00	.0
10-55-620	MISC. SERVICES	.00	.00	10,000.00	10,000.00	.0
	TOTAL ELECTION	.00	.00	11,000.00	11,000.00	.0
	COMMUNITY DEVELOPMENT					
10-57-110	SALARIES AND WAGES	14,075.93	29,005.16	207,329.00	178,323.84	14.0
10-57-111	TEMPORARY LABOR	.00	.00	8,000.00	8,000.00	.0
10-57-130	RETIREMENT	2,298.26	4,742.34	29,584.00	24,841.66	16.0
10-57-131	GROUP HEALTH INSURANCE	3,986.87	9,772.47	42,367.00	32,594.53	23.1
10-57-132	WORKERS COMP INSURANCE	38.22	75.71	3,199.00	3,123.29	2.4
10-57-133	LTD INSURANCE	150.31	300.62	1,841.00	1,540.38	16.3
10-57-134	MEDICARE TAX	295.86	629.60	5,866.00	5,236.40	10.7
10-57-210	SUBSCRIPTIONS,MEMBERSHIPS,DUES	635.00	635.00	800.00	165.00	79.4
10-57-230	MEETING ALLOWANCE	708.89	1,028.39	7,000.00	5,971.61	14.7
10-57-231	SCHOOLS, SEMINARS & TRAINING	.00	.00	3,000.00	3,000.00	.0
10-57-232	AUTO MILEAGE REIMBURSEMENT	.00	.00	50.00	50.00	.0
10-57-240	OFFICE SUPPLIES AND EXPENSE	.00	577.81	1,500.00	922.19	38.5
10-57-250	EQUIP MAINT, REPAIRS & FUEL	.00	.00	1,600.00	1,600.00	.0
10-57-252	FUEL PURCHASES	59.50	59.50	600.00	540.50	9.9
10-57-310	PROFESSIONAL SERVICES	.00	.00	4,300.00	4,300.00	.0
10-57-510	INSURANCE AND SURETY BONDS	.00	381.00	400.00	19.00	95.3
10-57-741	EQUIPMENT UNDER $5000	.00	.00	1,500.00	1,500.00	.0
	TOTAL COMMUNITY DEVELOPMENT	22,248.84	47,207.60	318,936.00	271,728.40	14.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DEPARTMENT					
10-60-110	SALARIES AND WAGES	137,232.08	274,266.22	1,782,693.00	1,508,426.78	15.4
10-60-111	PARTTIME WAGES (X-GUARDS, ETC)	1,983.13	2,520.61	61,500.00	58,979.39	4.1
10-60-112	OVERTIME	9,403.13	13,103.19	120,000.00	106,896.81	10.9
10-60-130	RETIREMENT	43,150.55	85,606.24	559,133.00	473,526.76	15.3
10-60-131	GROUP HEALTH INSURANCE	30,643.70	74,854.83	309,408.00	234,553.17	24.2
10-60-132	WORKERS COMP INSURANCE	2,011.44	3,920.85	28,328.00	24,407.15	13.8
10-60-133	LTD INSURANCE	1,648.07	3,296.14	19,105.00	15,808.86	17.3
10-60-134	MEDICARE TAX	2,252.41	4,308.51	28,028.00	23,719.49	15.4
10-60-135	EMPLOYEE HEALTH FITNESS	30.00	40.00	200.00	160.00	20.0
10-60-210	BOOKS, SUBSCRIPTIONS & MEMBERS	500.00	500.00	13,000.00	12,500.00	3.9
10-60-230	SCHOOLS, SEMINARS & TRAINING	2,349.99	2,612.99	35,000.00	32,387.01	7.5
10-60-240	OFFICE SUPPLIES AND EXPENSE	81.34	81.34	5,000.00	4,918.66	1.6
10-60-251	EQUIPMENT MAINT. & REPAIRS	963.06	1,650.51	25,000.00	23,349.49	6.6
10-60-252	FUEL PURCHASES	6,371.07	6,371.07	52,000.00	45,628.93	12.3
10-60-280	ACCESS CHARGES	.00	13,918.98	66,000.00	52,081.02	21.1
10-60-310	PROFESSIONAL & TECHNICAL SERVI	6,720.00	20,699.72	132,000.00	111,300.28	15.7
10-60-450	UNIFORM PURCHASES	442.74	442.74	25,000.00	24,557.26	1.8
10-60-455	SPECIAL DEPARTMENTAL SUPPLIES	302.33	645.79	40,000.00	39,354.21	1.6
10-60-456	SPEC DEPT SUPP- FIREARMS/AMMO	.00	.00	30,000.00	30,000.00	.0
10-60-460	K9 PROGRAM EXPENSES	.00	.00	6,000.00	6,000.00	.0
10-60-510	INSURANCE AND SURETY BONDS	.00	24,220.00	25,500.00	1,280.00	95.0
10-60-610	MISC. SUPPLIES	.00	6.00	.00	(6.00)	.0
10-60-620	MISC. SERVICES OR EVENTS	.00	.00	2,000.00	2,000.00	.0
10-60-741	EQUIPMENT UNDER $5000	.00	.00	25,000.00	25,000.00	.0
10-60-961	TRANSFER TO FLEET FUND	16,000.00	32,000.00	192,000.00	160,000.00	16.7
	TOTAL POLICE DEPARTMENT	262,085.04	565,065.73	3,581,895.00	3,016,829.27	15.8
	FIRE DEPARTMENT					
10-62-310	PROFESSIONAL SERVICES	.00	228,558.81	914,235.00	685,676.19	25.0
	TOTAL FIRE DEPARTMENT	.00	228,558.81	914,235.00	685,676.19	25.0
	BUILDING INSPECTION					
10-63-310	BUILDING INSPECTIONS	12,195.00	12,195.00	120,000.00	107,805.00	10.2
	TOTAL BUILDING INSPECTION	12,195.00	12,195.00	120,000.00	107,805.00	10.2
	VOLUNTEER SERVICES					
10-67-230	SCHOOLS. SEMINARS & TRAINING	.00	.00	1,000.00	1,000.00	.0
10-67-610	MISC SUPPLIES-MEDICAL & PARTIE	.00	.00	7,000.00	7,000.00	.0
10-67-740	EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
	TOTAL VOLUNTEER SERVICES	.00	.00	9,000.00	9,000.00	.0

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STREET DEPARTMENT					
10-71-110	SALARIES AND WAGES	13,512.97	26,774.91	155,701.00	128,926.09	17.2
10-71-112	OVERTIME	.00	.00	10,000.00	10,000.00	.0
10-71-130	RETIREMENT	2,399.89	4,892.43	30,416.00	25,523.57	16.1
10-71-131	GROUP HEALTH INSURANCE	960.54	3,562.16	35,842.00	32,279.84	9.9
10-71-132	WORKERS COMP INSURANCE	218.05	437.38	2,646.00	2,208.62	16.5
10-71-133	LTD INSURANCE	143.42	286.84	2,027.00	1,740.16	14.2
10-71-134	MEDICARE TAX	183.41	368.36	2,403.00	2,034.64	15.3
10-71-210	BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	500.00	500.00	.0
10-71-230	SCHOOLS, SEMINARS & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-71-250	EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	32,000.00	32,000.00	.0
10-71-252	FUEL PURCHASES	335.67	335.67	8,000.00	7,664.33	4.2
10-71-280	ACCESS CHARGES	.00	.00	1,300.00	1,300.00	.0
10-71-410	SPECIAL DEPARTMENT SUPPLIES	868.92	937.82	20,000.00	19,062.18	4.7
10-71-510	INSURANCE	8,307.96	8,307.96	9,000.00	692.04	92.3
10-71-610	MISCELLANEOUS SUPPLIES	(8,309.00)	.00	8,500.00	8,500.00	.0
10-71-611	ROAD SALT	.00	.00	15,400.00	15,400.00	.0
10-71-620	MISCELLANEOUS SERVICES	.00	.00	40,000.00	40,000.00	.0
10-71-740	EQUIPMENT OVER $5000	.00	.00	30,000.00	30,000.00	.0
10-71-741	EQUIPMENT UNDER $5000	149.35	149.35	16,000.00	15,850.65	.9
10-71-961	TRANSFER TO FLEET FUND	9,000.00	18,000.00	108,000.00	90,000.00	16.7
	TOTAL STREET DEPARTMENT	27,771.18	64,052.88	529,735.00	465,682.12	12.1
	CITY SHOP					
10-79-110	SALARIES AND WAGES	1,240.04	2,480.08	16,120.00	13,639.92	15.4
10-79-130	RETIREMENT	227.18	460.56	3,114.00	2,653.44	14.8
10-79-131	GROUP HEALTH INSURANCE	237.45	571.81	2,601.00	2,029.19	22.0
10-79-132	WORKERS COMP INSURANCE	20.98	41.96	273.00	231.04	15.4
10-79-133	LTD INSURANCE	14.12	28.24	169.00	140.76	16.7
10-79-134	MEDICARE TAX	17.13	34.27	234.00	199.73	14.7
10-79-250	EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	1,500.00	1,500.00	.0
10-79-255	EQUIPMENT LEASE	.00	.00	5,000.00	5,000.00	.0
10-79-260	BLDGS & GROUNDS - SUPPLIES & M	3,940.23	5,628.13	34,000.00	28,371.87	16.6
10-79-270	UTILITIES	81.79	1,330.62	28,000.00	26,669.38	4.8
10-79-510	INSURANCE	.00	624.00	650.00	26.00	96.0
10-79-610	MISC. SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-79-620	MISC. SERVICES	.00	.00	2,300.00	2,300.00	.0
10-79-730	BUILDING IMPROVEMENTS	.00	.00	10,000.00	10,000.00	.0
10-79-740	EQUIPMENT OVER $5000	.00	.00	21,500.00	21,500.00	.0
10-79-741	EQUIPMENT UNDER $5000	64.34	64.34	2,100.00	2,035.66	3.1
	TOTAL CITY SHOP	5,843.26	11,264.01	128,561.00	117,296.99	8.8

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PARKS					
10-83-110	SALARIES AND WAGES	18,536.49	36,570.84	231,192.00	194,621.16	15.8
10-83-111	PARTTIME WAGES	3,701.10	9,524.40	46,000.00	36,475.60	20.7
10-83-112	OVERTIME	379.36	1,018.74	4,000.00	2,981.26	25.5
10-83-130	RETIREMENT	3,373.43	6,881.75	46,207.00	39,325.25	14.9
10-83-131	GROUP HEALTH INSURANCE	3,515.22	9,657.82	42,654.00	32,996.18	22.6
10-83-132	WORKERS COMP INSURANCE	412.78	879.17	3,930.00	3,050.83	22.4
10-83-133	LTD INSURANCE	211.50	423.00	3,170.00	2,747.00	13.3
10-83-134	MEDICARE TAX	555.46	1,255.04	4,019.00	2,763.96	31.2
10-83-230	SCHOOLS, SEMINARS & TRAINING	.00	.00	2,500.00	2,500.00	.0
10-83-250	EQUIPMENT-SUPPLIES & MAINTENAN	.00	.00	15,000.00	15,000.00	.0
10-83-252	FUEL PURCHASES	902.33	902.33	5,000.00	4,097.67	18.1
10-83-260	MAINTENANCE & REPAIRS: BLDG'S	97.08	270.55	12,000.00	11,729.45	2.3
10-83-261	MAINTENANCE & REPAIRS: GROUNDS	535.90	1,583.54	69,000.00	67,416.46	2.3
10-83-262	MAINT & REPAIRS: SPORTS FIELDS	1,283.27	1,283.27	2,000.00	716.73	64.2
10-83-263	MAINT & REPAIRS: DOG PARK	.00	.00	20,000.00	20,000.00	.0
10-83-270	UTILITIES	.00	1,236.88	10,500.00	9,263.12	11.8
10-83-280	ACCESS CHARGES	.00	.00	1,300.00	1,300.00	.0
10-83-310	PROFESSIONAL SERVICES	14,058.52	14,058.52	100,000.00	85,941.48	14.1
10-83-410	BEAUTIFICATION PROJECTS	.00	.00	3,200.00	3,200.00	.0
10-83-510	INSURANCE	.00	1,946.00	2,200.00	254.00	88.5
10-83-610	MISC. SUPPLIES	439.35	458.23	4,200.00	3,741.77	10.9
10-83-620	MISC. SERVICES	182.00	182.00	60,500.00	60,318.00	.3
10-83-730	IMPROVEMENTS	.00	600.75	30,000.00	29,399.25	2.0
10-83-741	EQUIPMENT UNDER $5000	.00	(22.54)	5,000.00	5,022.54	(.5)
10-83-961	TRANSFER TO FLEET FUND	3,250.00	6,500.00	39,000.00	32,500.00	16.7
	TOTAL PARKS	51,433.79	95,210.29	762,572.00	667,361.71	12.5
	RECREATION					
10-86-110	SALARIES AND WAGES	3,087.20	6,174.40	40,136.00	33,961.60	15.4
10-86-111	PARTTIME WAGES	.00	.00	20,000.00	20,000.00	.0
10-86-112	OVERTIME	173.65	477.55	1,000.00	522.45	47.8
10-86-130	RETIREMENT	539.33	1,115.64	7,754.00	6,638.36	14.4
10-86-131	GROUP HEALTH INSURANCE	1,182.39	2,842.80	12,924.00	10,081.20	22.0
10-86-132	WORKERS COMP INSURANCE	88.69	184.21	1,002.00	817.79	18.4
10-86-133	LTD INSURANCE	36.99	73.98	846.00	772.02	8.7
10-86-134	MEDICARE TAX	252.86	529.79	2,250.00	1,720.21	23.6
10-86-230	AUTO MILEAGE	.00	.00	500.00	500.00	.0
10-86-252	FUEL PURCHASES	173.49	173.49	.00	(173.49)	.0
10-86-610	REC PROGRAM SUPPLIES	2,725.71	2,755.71	9,000.00	6,244.29	30.6
10-86-621	REC PROGRAM STAFFING COSTS	2,710.24	5,750.42	26,350.00	20,599.58	21.8
	TOTAL RECREATION	10,970.55	20,077.99	121,762.00	101,684.01	16.5

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
10-89-800	ALLOCATION TO BOND PAYMENT	.00	.00	(200,000.00)	(200,000.00)	.0
10-89-810	PUB WKS FACILITY PRINCIPAL PMT	.00	.00	285,000.00	285,000.00	.0
10-89-820	PUB WKS FACILITY INTEREST PMT	.00	.00	113,538.00	113,538.00	.0
10-89-830	PUB WKS FACILITY OTHER COSTS	.00	.00	5,000.00	5,000.00	.0
	TOTAL DEBT SERVICE	.00	.00	203,538.00	203,538.00	.0
	TRANSFERS					
10-90-910	TRANSFERS OUT TO OTHER FUNDS	26,936.00	109,512.00	378,865.00	269,353.00	28.9
10-90-911	TRANSFERS- NEW CITY HALL DEBT	.00	.00	995,285.00	995,285.00	.0
10-90-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	157,335.00	157,335.00	.0
	TOTAL TRANSFERS	26,936.00	109,512.00	1,531,485.00	1,421,973.00	7.2
	TOTAL FUND EXPENDITURES	522,386.96	1,480,714.43	10,044,488.00	8,563,773.57	14.7
	NET REVENUE OVER EXPENDITURES	157,555.48	(177,251.23)	.00	177,251.23	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

CLASS C SPECIAL REVENUE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL REVENUE					
21-33-560	C ROAD FUND ALLOTMENT	.00	.00	575,000.00	575,000.00	.0
21-33-600	TRANSIT TAX- LOCAL	42,341.67	77,457.46	445,000.00	367,542.54	17.4
	TOTAL INTERGOVERNMENTAL REVENUE	42,341.67	77,457.46	1,020,000.00	942,542.54	7.6
	MISCELLANEOUS REVENUE					
21-36-100	INTEREST EARNINGS	4,857.53	11,887.00	65,000.00	53,113.00	18.3
21-36-110	INTEREST EARNINGS- 2022 BOND	2,861.59	5,703.08	25,000.00	19,296.92	22.8
	TOTAL MISCELLANEOUS REVENUE	7,719.12	17,590.08	90,000.00	72,409.92	19.5
	TRANSFERS					
21-39-100	TRANSFER FROM GENERAL FUND	4,167.00	8,334.00	50,000.00	41,666.00	16.7
21-39-110	TRANSFER FROM GF FOR 2022 BOND	16,667.00	33,334.00	200,000.00	166,666.00	16.7
21-39-900	FUND BALANCE APPROPRIATION	.00	.00	696,117.00	696,117.00	.0
	TOTAL TRANSFERS	20,834.00	41,668.00	946,117.00	904,449.00	4.4
	TOTAL FUND REVENUE	70,894.79	136,715.54	2,056,117.00	1,919,401.46	6.7
	EXPENDITURES					
21-40-310	ENGINEERING SERVICES	5,906.40	5,906.40	162,000.00	156,093.60	3.7
21-40-410	STREET MAINTENANCE	382,357.53	386,854.72	600,000.00	213,145.28	64.5
21-40-415	SIDEWALK MAINTENANCE	.00	.00	100,000.00	100,000.00	.0
21-40-620	MISCELLANEOUS SERVICES	.00	.00	55,000.00	55,000.00	.0
21-40-737	1100W- 2150S TO 2600S WIDENING	297.05	297.05	736,132.00	735,834.95	.0
21-40-820	2022 ROAD IMP BOND PRINCIPAL	334,000.00	334,000.00	334,000.00	.00	100.0
21-40-830	2022 ROAD IMP BOND INTEREST	36,905.30	36,905.30	68,985.00	32,079.70	53.5
	TOTAL EXPENDITURES	759,466.28	763,963.47	2,056,117.00	1,292,153.53	37.2
	TOTAL FUND EXPENDITURES	759,466.28	763,963.47	2,056,117.00	1,292,153.53	37.2
	NET REVENUE OVER EXPENDITURES	(688,571.49)	(627,247.93)	.00	627,247.93	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

RAP TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
23-31-300	RAP TAXES	54,436.50	98,736.67	560,000.00	461,263.33	17.6
	TOTAL TAXES	54,436.50	98,736.67	560,000.00	461,263.33	17.6
	MISCELLANEOUS REVENUE					
23-36-100	INTEREST EARNINGS	3,384.99	6,542.48	27,000.00	20,457.52	24.2
	TOTAL MISCELLANEOUS REVENUE	3,384.99	6,542.48	27,000.00	20,457.52	24.2
	TOTAL FUND REVENUE	57,821.49	105,279.15	587,000.00	481,720.85	17.9
	EXPENDITURES					
23-40-310	PROFESSIONAL & TECHNICAL SERVI	.00	.00	5,000.00	5,000.00	.0
23-40-450	SPECIAL DEPARTMENT SUPPLIES	.00	.00	2,000.00	2,000.00	.0
23-40-611	CULTURAL ACTIVITIES	.00	.00	5,000.00	5,000.00	.0
23-40-730	PARK IMPROVEMENTS	.00	.00	110,000.00	110,000.00	.0
23-40-731	MILLS PARK CAPITAL IMPROVEMENT	.00	.00	60,000.00	60,000.00	.0
23-40-735	BEAUTIFICATION- DECOR/BANNER	.00	.00	1,500.00	1,500.00	.0
23-40-740	EQUIPMENT OVER $5000	.00	.00	18,000.00	18,000.00	.0
23-40-920	BUDGETED INCREASE TO FUND BAL	.00	.00	385,500.00	385,500.00	.0
	TOTAL EXPENDITURES	.00	.00	587,000.00	587,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	587,000.00	587,000.00	.0
	NET REVENUE OVER EXPENDITURES	57,821.49	105,279.15	.00	(105,279.15)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

PARK DEVELOPMENT SPEC REV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
24-34-400	PARK IMPACT FEES	.00	17,574.00	10,000.00	(7,574.00)	175.7
	TOTAL CHARGES FOR SERVICES	.00	17,574.00	10,000.00	(7,574.00)	175.7
	MISCELLANEOUS REVENUE					
24-36-100	INTEREST EARNINGS	447.31	720.04	1,500.00	779.96	48.0
	TOTAL MISCELLANEOUS REVENUE	447.31	720.04	1,500.00	779.96	48.0
	TRANSFERS					
24-39-120	CONTRIBUTIONS- WEST LGCY-JUB	52,000.00	52,000.00	80,000.00	28,000.00	65.0
24-39-130	CONTRIBUTIONS- WEST LGCY- POST	.00	.00	35,000.00	35,000.00	.0
	TOTAL TRANSFERS	52,000.00	52,000.00	115,000.00	63,000.00	45.2
	TOTAL FUND REVENUE	52,447.31	70,294.04	126,500.00	56,205.96	55.6
	EXPENDITURES					
24-40-310	PROFESSIONAL & TECHNICAL SERVI	.00	.00	10,500.00	10,500.00	.0
24-40-734	PARKS & REC MASTER PLAN UPDATE	.00	.00	11,000.00	11,000.00	.0
24-40-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	105,000.00	105,000.00	.0
	TOTAL EXPENDITURES	.00	.00	126,500.00	126,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	126,500.00	126,500.00	.0
	NET REVENUE OVER EXPENDITURES	52,447.31	70,294.04	.00	(70,294.04)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

REDEVELOPMENT AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TAXES					
25-31-130	PROPERTY TAX INCREMENT WX3	.00	.00	375,000.00	375,000.00	.0
25-31-140	PROPERTY TAX INCREMENT 2600 S	.00	.00	205,000.00	205,000.00	.0
25-31-150	PROP TAX INCREMENT LEGACY CDA	.00	.00	330,000.00	330,000.00	.0
25-31-160	PROP TAX INCR LEGACY CDA WX/WB	.00	.00	700.00	700.00	.0
	TOTAL TAXES	.00	.00	910,700.00	910,700.00	.0
	MISCELLANEOUS REVENUE					
25-36-100	INTEREST EARNINGS	7,139.39	14,240.48	72,000.00	57,759.52	19.8
25-36-300	REPAYMENT OF NOTE RECEIVABLE	.00	.00	2,000.00	2,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	7,139.39	14,240.48	74,000.00	59,759.52	19.2
	TOTAL FUND REVENUE	7,139.39	14,240.48	984,700.00	970,459.52	1.5
	EXPENDITURES					
25-40-110	SALARIES & WAGES	10,863.71	21,716.79	131,072.00	109,355.21	16.6
25-40-112	OVERTIME	31.25	37.83	500.00	462.17	7.6
25-40-130	RETIREMENT	809.79	1,665.58	25,742.00	24,076.42	6.5
25-40-131	GROUP HEALTH INSURANCE	916.66	2,452.80	12,400.00	9,947.20	19.8
25-40-132	WORKERS COMP INSURANCE	114.84	229.62	1,073.00	843.38	21.4
25-40-133	LTD INSURANCE	107.49	214.98	3,715.00	3,500.02	5.8
25-40-134	MEDICARE TAX	170.01	339.43	2,182.00	1,842.57	15.6
25-40-220	PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
25-40-260	ALLOCATION OF CITY HALL EXPENS	4,728.00	9,456.00	56,733.00	47,277.00	16.7
25-40-310	LEGAL SERVICES	.00	25.00	5,000.00	4,975.00	.5
25-40-311	PROFESSIONAL SERVICES	4,330.70	4,330.70	30,000.00	25,669.30	14.4
25-40-510	INSURANCE	.00	6,015.00	6,500.00	485.00	92.5
25-40-632	AGREEMENT PMT- 2600 S CDA	.00	.00	140,000.00	140,000.00	.0
25-40-633	AGREEMENT PMT- 2425 S CRA	.00	.00	95,000.00	95,000.00	.0
25-40-730	SPECIAL PROJECTS	.00	.00	50,000.00	50,000.00	.0
25-40-731	SPECIAL PROJECTS-HOUSING	.00	.00	200,000.00	200,000.00	.0
	TOTAL EXPENDITURES	22,072.45	46,483.73	760,917.00	714,433.27	6.1
	TRANSFERS					
25-90-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	223,783.00	223,783.00	.0
	TOTAL TRANSFERS	.00	.00	223,783.00	223,783.00	.0
	TOTAL FUND EXPENDITURES	22,072.45	46,483.73	984,700.00	938,216.27	4.7
	NET REVENUE OVER EXPENDITURES	(14,933.06)	(32,243.25)	.00	32,243.25	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

YOUTH CITY COUNCIL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
26-36-100	INTEREST EARNINGS	220.35	433.42	2,300.00	1,866.58	18.8
26-36-320	YOUTH CITY COUNCIL REVENUE	50.00	800.00	4,500.00	3,700.00	17.8
	TOTAL MISCELLANEOUS REVENUE	270.35	1,233.42	6,800.00	5,566.58	18.1
	OTHER REVENUE					
26-38-100	TRANSFERS FROM GENERAL FUND	1,377.00	2,754.00	16,525.00	13,771.00	16.7
	TOTAL OTHER REVENUE	1,377.00	2,754.00	16,525.00	13,771.00	16.7
	TOTAL FUND REVENUE	1,647.35	3,987.42	23,325.00	19,337.58	17.1
	EXPENDITURES					
26-40-132	WORKERS COMP INSURANCE	2.98	5.96	100.00	94.04	6.0
26-40-134	MEDICARE TAX	15.30	30.60	425.00	394.40	7.2
26-40-230	CONFERENCES	.00	.00	9,000.00	9,000.00	.0
26-40-610	MISCELLANEOUS SUPPLIES	.00	.00	500.00	500.00	.0
26-40-611	YCC ACTIVITIES	.00	.00	3,000.00	3,000.00	.0
26-40-612	SCHOLARSHIPS	.00	.00	1,000.00	1,000.00	.0
26-40-620	MISC. SERVICES-ADVISORS	200.00	400.00	4,800.00	4,400.00	8.3
26-40-990	BUDGETED INCREASE TO FUND BAL	.00	.00	4,500.00	4,500.00	.0
	TOTAL EXPENDITURES	218.28	436.56	23,325.00	22,888.44	1.9
	TOTAL FUND EXPENDITURES	218.28	436.56	23,325.00	22,888.44	1.9
	NET REVENUE OVER EXPENDITURES	1,429.07	3,550.86	.00	(3,550.86)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

COMMUNITY OF PROMISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
27-36-100	INTEREST EARNINGS	465.18	913.13	4,800.00	3,886.87	19.0
27-36-310	COMMUNITY OF PROMISE REVENUE	.00	.00	2,000.00	2,000.00	.0
27-36-320	SENIORS LUNCH BUNCH REVENUE	200.00	345.00	2,500.00	2,155.00	13.8
	TOTAL MISCELLANEOUS REVENUE	665.18	1,258.13	9,300.00	8,041.87	13.5
	OTHER REVENUE					
27-38-100	TRANSFER FROM GENERAL FUND	4,725.00	9,450.00	56,700.00	47,250.00	16.7
	TOTAL OTHER REVENUE	4,725.00	9,450.00	56,700.00	47,250.00	16.7
	TOTAL FUND REVENUE	5,390.18	10,708.13	66,000.00	55,291.87	16.2
	EXPENDITURES					
27-40-611	SENIORS-MISC EXPENSE	228.96	779.90	10,500.00	9,720.10	7.4
27-40-617	COMMUNITY OF PROMISE EXPENSES	1,542.91	1,548.26	51,000.00	49,451.74	3.0
27-40-621	LITERACY PROGRAM EXPENSES	22.38	347.29	4,500.00	4,152.71	7.7
	TOTAL EXPENDITURES	1,794.25	2,675.45	66,000.00	63,324.55	4.1
	TOTAL FUND EXPENDITURES	1,794.25	2,675.45	66,000.00	63,324.55	4.1
	NET REVENUE OVER EXPENDITURES	3,595.93	8,032.68	.00	(8,032.68)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

STATE LIQUOR ALLOTMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	INTERGOVERNMENTAL REVENUE					
28-33-550	STATE LIQUOR REVENUE	.00	66.94	15,000.00	14,933.06	.5
	TOTAL INTERGOVERNMENTAL REVENUE	.00	66.94	15,000.00	14,933.06	.5
	MISCELLANEOUS REVENUE					
28-36-100	INTEREST EARNINGS	115.44	229.11	2,500.00	2,270.89	9.2
	TOTAL MISCELLANEOUS REVENUE	115.44	229.11	2,500.00	2,270.89	9.2
	TOTAL FUND REVENUE	115.44	296.05	17,500.00	17,203.95	1.7
	EXPENDITURES					
28-40-112	OVERTIME	.00	.00	5,000.00	5,000.00	.0
28-40-455	SPECIAL DEPARTMENTAL SUPPLIES	.00	.00	3,000.00	3,000.00	.0
28-40-740	EQUIPMENT OVER $5000	.00	.00	9,500.00	9,500.00	.0
	TOTAL EXPENDITURES	.00	.00	17,500.00	17,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	17,500.00	17,500.00	.0
	NET REVENUE OVER EXPENDITURES	115.44	296.05	.00	(296.05)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

1960 SOUTH ASSESSMENT AREA

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
41-36-100	INTEREST EARNINGS	29.98	59.50	1,610.00	1,550.50	3.7
41-36-110	INTEREST EARNED- SLGS ACCOUNT	676.54	676.54	4,000.00	3,323.46	16.9
	TOTAL MISCELLANEOUS REVENUE	706.52	736.04	5,610.00	4,873.96	13.1
	OTHER REVENUE					
41-38-100	TRANSFER FROM GENERAL FUND	.00	25,640.00	25,640.00	.00	100.0
41-38-500	TRANSFER FROM GEN FUND- ADD'L	.00	30,000.00	30,000.00	.00	100.0
41-38-800	ACCOUNTS RECEIVABLE PAYMENTS	.00	.00	137,505.00	137,505.00	.0
	TOTAL OTHER REVENUE	.00	55,640.00	193,145.00	137,505.00	28.8
	TOTAL FUND REVENUE	706.52	56,376.04	198,755.00	142,378.96	28.4
	EXPENDITURES					
41-40-310	ENGINEERING SERVICES	.00	.00	5,000.00	5,000.00	.0
41-40-311	LEGAL SERVICES	.00	.00	10,000.00	10,000.00	.0
41-40-312	MISCELLANEOUS EXPENSES	.00	.00	15,000.00	15,000.00	.0
41-40-810	BOND PRINCIPAL PAYMENT	.00	123,000.00	123,000.00	.00	100.0
41-40-820	BOND INTEREST PAYMENT	.00	22,074.75	43,505.00	21,430.25	50.7
41-40-830	BOND AGENT FEES	.00	2,250.00	2,250.00	.00	100.0
	TOTAL EXPENDITURES	.00	147,324.75	198,755.00	51,430.25	74.1
	TOTAL FUND EXPENDITURES	.00	147,324.75	198,755.00	51,430.25	74.1
	NET REVENUE OVER EXPENDITURES	706.52	(90,948.71)	.00	90,948.71	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

CAPITAL IMPROVEMENT DVPMT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
46-36-100	INTEREST EARNINGS	13,019.85	25,898.49	121,000.00	95,101.51	21.4
	TOTAL MISCELLANEOUS REVENUE	13,019.85	25,898.49	121,000.00	95,101.51	21.4
	TRANSFERS					
46-39-111	TRANSFER IN- NEW CITY HALL DEB	.00	.00	995,285.00	995,285.00	.0
46-39-900	FUND BALANCE APPROPRIATION	.00	.00	879,000.00	879,000.00	.0
	TOTAL TRANSFERS	.00	.00	1,874,285.00	1,874,285.00	.0
	TOTAL FUND REVENUE	13,019.85	25,898.49	1,995,285.00	1,969,386.51	1.3
	EXPENDITURES					
46-40-710	LAND	2,500.00	2,500.00	.00	(2,500.00)	.0
46-40-720	BUILDINGS	15,631.25	50,816.35	1,000,000.00	949,183.65	5.1
46-40-850	LOAN P&I- NEW CITY HALL	.00	.00	995,285.00	995,285.00	.0
	TOTAL EXPENDITURES	18,131.25	53,316.35	1,995,285.00	1,941,968.65	2.7
	TOTAL FUND EXPENDITURES	18,131.25	53,316.35	1,995,285.00	1,941,968.65	2.7
	NET REVENUE OVER EXPENDITURES	(5,111.40)	(27,417.86)	.00	27,417.86	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

WATER ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
51-36-100	INTEREST EARNINGS	1,166.59	4,337.16	22,500.00	18,162.84	19.3
51-36-110	INTEREST EARNINGS- TRUST ACCTS	24,147.50	47,605.59	213,000.00	165,394.41	22.4
51-36-500	BOND PROCEEDS- 2025 WTR BOND	.00	.00	7,000,000.00	7,000,000.00	.0
	TOTAL MISCELLANEOUS REVENUE	25,314.09	51,942.75	7,235,500.00	7,183,557.25	.7
	UTILITY REVENUE					
51-37-100	WATER SALES	221,192.88	433,608.87	2,467,740.00	2,034,131.13	17.6
51-37-305	DELINQUENT FEES	2,640.00	5,160.00	30,000.00	24,840.00	17.2
51-37-310	SHUT OFF FEES	800.00	1,500.00	6,500.00	5,000.00	23.1
51-37-315	RETURNED CHECK FEES	220.00	560.00	1,500.00	940.00	37.3
51-37-400	WATER METER FEES	465.00	4,455.00	10,000.00	5,545.00	44.6
	TOTAL UTILITY REVENUE	225,317.88	445,283.87	2,515,740.00	2,070,456.13	17.7
	OTHER REVENUE					
51-38-300	TRANSF FROM WIFF FOR BOND PYMT	.00	136,000.00	136,000.00	.00	100.0
51-38-400	SALE OF FIXED ASSETS	.00	.00	10,000.00	10,000.00	.0
51-38-900	MISCELLANEOUS REVENUE	289.51	550.67	4,000.00	3,449.33	13.8
	TOTAL OTHER REVENUE	289.51	136,550.67	150,000.00	13,449.33	91.0
	TRANSFERS, OTHER REVENUE					
51-39-900	FUND BALANCE APPROPRIATION	.00	.00	133,753.00	133,753.00	.0
	TOTAL TRANSFERS, OTHER REVENUE	.00	.00	133,753.00	133,753.00	.0
	TOTAL FUND REVENUE	250,921.48	633,777.29	10,034,993.00	9,401,215.71	6.3

WOODS CROSS CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

WATER ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
51-40-110	SALARIES AND WAGES	30,849.74	60,255.21	374,982.00	314,726.79	16.1
51-40-111	TEMPORARY LABOR	.00	.00	15,000.00	15,000.00	.0
51-40-112	OVERTIME	8,512.82	15,211.34	18,000.00	2,788.66	84.5
51-40-130	RETIREMENT	6,840.37	13,543.47	72,592.00	59,048.53	18.7
51-40-131	GROUP HEALTH INSURANCE	8,262.53	19,999.52	80,662.00	60,662.48	24.8
51-40-132	WORKERS COMP INSURANCE	437.10	860.54	3,946.00	3,085.46	21.8
51-40-133	LTD INSURANCE	333.02	666.04	5,282.00	4,615.96	12.6
51-40-134	MEDICARE TAX	535.71	1,040.82	14,516.00	13,475.18	7.2
51-40-210	BOOKS, SUBSCRIPTIONS & MEMBERS	.00	.00	3,000.00	3,000.00	.0
51-40-230	SCHOOLS, SEMINARS & TRAINING	.00	600.00	4,500.00	3,900.00	13.3
51-40-240	OFFICE SUPPLIES AND EXPENSE	38.99	73.55	1,500.00	1,426.45	4.9
51-40-250	EQUIPMENT-SUPPLIES & MAINTENAN	21,071.46	28,099.12	75,500.00	47,400.88	37.2
51-40-252	FUEL PURCHASES	883.89	883.89	9,500.00	8,616.11	9.3
51-40-260	ALLOCATION OF CITY HALL EXPENS	14,664.00	29,328.00	175,975.00	146,647.00	16.7
51-40-261	BUILDING & RESERVOIR MAINT	.00	.00	11,500.00	11,500.00	.0
51-40-270	UTILITIES	6,049.29	8,759.84	85,000.00	76,240.16	10.3
51-40-290	ALLOCATION TO PW FACILITY BOND	.00	.00	110,000.00	110,000.00	.0
51-40-310	PROFESSIONAL & TECHNICAL SERVI	5,532.00	6,020.00	142,000.00	135,980.00	4.2
51-40-510	INSURANCE AND SURETY BONDS	.00	49,759.00	50,000.00	241.00	99.5
51-40-610	MISCELLANEOUS SUPPLIES	1,966.67	5,259.01	18,000.00	12,740.99	29.2
51-40-620	MISCELLANEOUS SERVICES	4,745.22	9,170.68	58,800.00	49,629.32	15.6
51-40-621	METER READING SERVICES	3,610.26	3,610.26	45,000.00	41,389.74	8.0
51-40-622	WATER PURCHASES	.00	.00	36,000.00	36,000.00	.0
51-40-650	DEPRECIATION	.00	.00	475,000.00	475,000.00	.0
51-40-741	EQUIPMENT UNDER $5000	3,074.05	7,144.88	29,333.00	22,188.12	24.4
51-40-961	TRANSFER TO FLEET FUND	5,500.00	11,000.00	66,000.00	55,000.00	16.7
	TOTAL EXPENDITURES	122,907.12	271,285.17	1,981,588.00	1,710,302.83	13.7
	CAPITAL PROJECTS					
51-61-702	WELL #3 REHABILITATION PROJECT	46,702.76	46,702.76	2,500,000.00	2,453,297.24	1.9
51-61-703	1500 S RESERVOIR REPLACE PROJ	45,068.25	99,684.25	4,500,000.00	4,400,315.75	2.2
51-61-705	CIP- 1500 S WATERLINE PROJECT	1,171.60	1,171.60	21,300.00	20,128.40	5.5
51-61-706	CIP- 1400 S WATERLINE PROJECT	.00	.00	70,000.00	70,000.00	.0
	TOTAL CAPITAL PROJECTS	92,942.61	147,558.61	7,091,300.00	6,943,741.39	2.1

WATER ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
51-80-812	2016 BOND PRINCIPAL	384,000.00	384,000.00	384,000.00	.00	100.0
51-80-813	2014 BOND PRINCIPAL	.00	.00	110,000.00	110,000.00	.0
51-80-814	2023 BOND PRINCIPAL	75,000.00	75,000.00	75,000.00	.00	100.0
51-80-821	2025 BOND INTEREST	180,269.50	180,269.50	360,539.00	180,269.50	50.0
51-80-822	2016 BOND INTEREST	3,360.00	3,360.00	3,360.00	.00	100.0
51-80-824	2023 BOND INTEREST	11,929.75	11,929.75	22,356.00	10,426.25	53.4
51-80-831	2025 TRUSTEE/COI FEES	250.00	250.00	.00	(250.00)	.0
51-80-832	2016 TRUSTEE/COI FEES	250.00	2,000.00	2,250.00	250.00	88.9
51-80-833	2014 TRUSTEE FEES	.00	.00	2,100.00	2,100.00	.0
51-80-834	2023 TRUSTEE/COI FEES	250.00	250.00	2,500.00	2,250.00	10.0
	TOTAL DEBT SERVICE	655,309.25	657,059.25	962,105.00	305,045.75	68.3
	TOTAL FUND EXPENDITURES	871,158.98	1,075,903.03	10,034,993.00	8,959,089.97	10.7
	NET REVENUE OVER EXPENDITURES	(620,237.50)	(442,125.74)	.00	442,125.74	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

SOLID WASTE ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
52-36-100	INTEREST EARNINGS	916.56	1,685.29	3,000.00	1,314.71	56.2
	TOTAL MISCELLANEOUS REVENUE	916.56	1,685.29	3,000.00	1,314.71	56.2
	UTILITY REVENUE					
52-37-100	GARBAGE PICK UP FEES	64,233.95	128,467.51	778,000.00	649,532.49	16.5
52-37-110	GREEN WASTE PICK UP FEES	13,916.72	27,843.26	167,000.00	139,156.74	16.7
52-37-120	CURBSIDE RECYCLING FEES	24,904.19	49,786.94	300,000.00	250,213.06	16.6
52-37-150	TIPPING DIVERSION CREDITS	.00	.00	60,000.00	60,000.00	.0
52-37-200	GARBAGE CAN REPLACEMENT FEES	.00	480.00	2,000.00	1,520.00	24.0
52-37-300	RESIDENTIAL DUMPSTER RENTAL	300.00	600.00	2,000.00	1,400.00	30.0
	TOTAL UTILITY REVENUE	103,354.86	207,177.71	1,309,000.00	1,101,822.29	15.8
	TOTAL FUND REVENUE	104,271.42	208,863.00	1,312,000.00	1,103,137.00	15.9
	EXPENDITURES					
52-40-110	SALARIES AND WAGES	5,162.18	10,215.98	78,116.00	67,900.02	13.1
52-40-112	OVERTIME	31.25	37.83	200.00	162.17	18.9
52-40-130	RETIREMENT	892.17	1,812.12	14,619.00	12,806.88	12.4
52-40-131	GROUP HEALTH INSURANCE	752.82	2,092.12	12,967.00	10,874.88	16.1
52-40-132	WORKERS COMP INSURANCE	60.63	123.25	546.00	422.75	22.6
52-40-133	LTD INSURANCE	67.67	135.34	1,489.00	1,353.66	9.1
52-40-134	MEDICARE TAX	103.85	208.84	1,409.00	1,200.16	14.8
52-40-260	ALLOCATION OF CITY HALL EXPENS	6,621.00	13,242.00	79,452.00	66,210.00	16.7
52-40-290	ALLOCATION TO PW FACILITY CONS	.00	.00	5,000.00	5,000.00	.0
52-40-310	PROFESSIONAL & TECHNICAL	.00	.00	2,500.00	2,500.00	.0
52-40-510	INSURANCE	(1.65)	17,534.35	17,800.00	265.65	98.5
52-40-610	MISCELLANEOUS SUPPLIES	.00	.00	1,000.00	1,000.00	.0
52-40-620	GARBAGE PICK UP EXPENSE	19,501.35	39,001.35	230,000.00	190,998.65	17.0
52-40-621	TIPPING COSTS	30,000.00	60,000.00	372,000.00	312,000.00	16.1
52-40-622	SPRING & FALL CLEAN UP	2,103.60	2,103.60	55,000.00	52,896.40	3.8
52-40-624	CURBSIDE RECYCLING COLLECTION	15,113.44	30,613.44	192,700.00	162,086.56	15.9
52-40-625	GREEN WASTE COLLECTION	9,452.69	22,452.69	156,000.00	133,547.31	14.4
52-40-740	EQUIPMENT OVER $5000	.00	.00	40,000.00	40,000.00	.0
52-40-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	51,202.00	51,202.00	.0
	TOTAL EXPENDITURES	89,861.00	199,572.91	1,312,000.00	1,112,427.09	15.2
	TOTAL FUND EXPENDITURES	89,861.00	199,572.91	1,312,000.00	1,112,427.09	15.2
	NET REVENUE OVER EXPENDITURES	14,410.42	9,290.09	.00	(9,290.09)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

WATER IMPACT FEES ENTERP FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
53-36-100	INTEREST EARNINGS	1,520.06	3,025.81	26,000.00	22,974.19	11.6
	TOTAL MISCELLANEOUS REVENUE	1,520.06	3,025.81	26,000.00	22,974.19	11.6
	UTILITY REVENUE					
53-37-200	IMPACT FEES	.00	28,248.00	47,000.00	18,752.00	60.1
	TOTAL UTILITY REVENUE	.00	28,248.00	47,000.00	18,752.00	60.1
	TRANSFERS					
53-39-900	FUND BALANCE APPROPRIATION	.00	.00	85,000.00	85,000.00	.0
	TOTAL TRANSFERS	.00	.00	85,000.00	85,000.00	.0
	TOTAL FUND REVENUE	1,520.06	31,273.81	158,000.00	126,726.19	19.8
	EXPENDITURES					
53-40-310	PROFESSIONAL & TECHNICAL SERVI	2,790.40	2,790.40	22,000.00	19,209.60	12.7
53-40-910	TRNSFR TO BND 02/08 RDMPTN FD	.00	136,000.00	136,000.00	.00	100.0
	TOTAL EXPENDITURES	2,790.40	138,790.40	158,000.00	19,209.60	87.8
	TOTAL FUND EXPENDITURES	2,790.40	138,790.40	158,000.00	19,209.60	87.8
	NET REVENUE OVER EXPENDITURES	(1,270.34)	(107,516.59)	.00	107,516.59	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

WATER NO FAULT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
54-36-100	INTEREST EARNINGS	299.82	595.04	4,000.00	3,404.96	14.9
	TOTAL MISCELLANEOUS REVENUE	299.82	595.04	4,000.00	3,404.96	14.9
	TOTAL FUND REVENUE	299.82	595.04	4,000.00	3,404.96	14.9
	TRANSFERS, OTHER					
54-90-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	4,000.00	4,000.00	.0
	TOTAL TRANSFERS, OTHER	.00	.00	4,000.00	4,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	4,000.00	4,000.00	.0
	NET REVENUE OVER EXPENDITURES	299.82	595.04	.00	(595.04)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

STORM DRN FEE ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PERMITS					
56-32-210	STORM DRAIN PERMITS	.00	.00	200.00	200.00	.0
	TOTAL PERMITS	.00	.00	200.00	200.00	.0
	CHARGES FOR SERVICES					
56-34-400	STORM DRAIN FEES	83,113.90	166,250.52	1,000,000.00	833,749.48	16.6
	TOTAL CHARGES FOR SERVICES	83,113.90	166,250.52	1,000,000.00	833,749.48	16.6
	MISCELLANEOUS REVENUE					
56-36-100	INTEREST EARNINGS	3,506.47	6,801.85	42,624.00	35,822.15	16.0
56-36-105	DELINQUENT FEES	20.00	40.00	.00	(40.00)	.0
	TOTAL MISCELLANEOUS REVENUE	3,526.47	6,841.85	42,624.00	35,782.15	16.1
	TRANSFERS					
56-39-900	FUND BALANCE APPROPRIATION	.00	.00	22,167.00	22,167.00	.0
	TOTAL TRANSFERS	.00	.00	22,167.00	22,167.00	.0
	TOTAL FUND REVENUE	86,640.37	173,092.37	1,064,991.00	891,898.63	16.3

WOODS CROSS CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

STORM DRN FEE ENTERPRISE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
56-40-110	SALARIES AND WAGES	10,704.23	21,118.49	135,150.00	114,031.51	15.6
56-40-130	RETIREMENT	1,935.80	3,890.57	26,111.00	22,220.43	14.9
56-40-131	GROUP HEALTH INSURANCE	2,298.20	5,982.75	26,065.00	20,082.25	23.0
56-40-132	WORKERS COMP INSURANCE	104.37	200.06	1,891.00	1,690.94	10.6
56-40-133	LTD INSURANCE	122.18	244.36	1,634.00	1,389.64	15.0
56-40-134	MEDICARE TAX	161.25	312.32	1,960.00	1,647.68	15.9
56-40-210	BOOKS, SUBSCRIPTIONS, MEMBERSH	.00	.00	300.00	300.00	.0
56-40-230	SCHOOLS, SEMINARS & TRAINING	288.00	888.00	1,500.00	612.00	59.2
56-40-250	EQUIPMENT-SUPPLIES & MAINTENAN	4,646.89	4,646.89	2,100.00	(2,546.89)	221.3
56-40-252	FUEL PURCHASES	(14.26)	(14.26)	500.00	514.26	(2.9)
56-40-260	ALLOCATION OF CITY HALL EXPENS	5,303.00	10,606.00	63,636.00	53,030.00	16.7
56-40-290	ALLOCATION TO PW FACILITY BOND	.00	.00	85,000.00	85,000.00	.0
56-40-310	PROFESSIONAL & TECHNICAL	908.50	908.50	65,000.00	64,091.50	1.4
56-40-510	INSURANCE AND SURETY BONDS	3,068.71	3,068.71	3,200.00	131.29	95.9
56-40-610	MISCELLANEOUS SUPPLIES	(3,069.00)	.00	5,000.00	5,000.00	.0
56-40-620	MISCELLANEOUS SERVICES	2,101.80	13,498.80	105,000.00	91,501.20	12.9
56-40-650	DEPRECIATION	.00	.00	130,000.00	130,000.00	.0
56-40-730	IMPROVEMENTS	.00	.00	3,000.00	3,000.00	.0
56-40-733	CROSSROADS STORM DRAIN	.00	.00	151,944.00	151,944.00	.0
56-40-740	EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
56-40-961	TRANSFER TO FLEET FUND	3,750.00	7,500.00	45,000.00	37,500.00	16.7
	TOTAL EXPENDITURES	32,309.67	72,851.19	858,991.00	786,139.81	8.5
	CAPITAL PROJECTS					
56-61-701	1200 SOUTH STORM DRAIN INSTALL	796.98	796.98	.00	(796.98)	.0
56-61-702	CIP- SPILL RESPONSE TRAILER	.00	.00	15,000.00	15,000.00	.0
56-61-706	CIP- 1875S 400-500W PIPE LININ	.00	.00	150,000.00	150,000.00	.0
56-61-707	CIP- 2425S NATURE PRESERVE PRJ	.00	.00	41,000.00	41,000.00	.0
	TOTAL CAPITAL PROJECTS	796.98	796.98	206,000.00	205,203.02	.4
	TOTAL FUND EXPENDITURES	33,106.65	73,648.17	1,064,991.00	991,342.83	6.9
	NET REVENUE OVER EXPENDITURES	53,533.72	99,444.20	.00	(99,444.20)	.0

WOODS CROSS CITY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

STORM DRAIN IMPACT FEE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CHARGES FOR SERVICES					
57-34-400	STORM DRAIN IMPACT FEES	.00	14,618.00	35,000.00	20,382.00	41.8
	TOTAL CHARGES FOR SERVICES	.00	14,618.00	35,000.00	20,382.00	41.8
	MISCELLANEOUS REVENUE					
57-36-100	INTEREST EARNINGS	2,296.75	4,558.28	22,500.00	17,941.72	20.3
	TOTAL MISCELLANEOUS REVENUE	2,296.75	4,558.28	22,500.00	17,941.72	20.3
	TOTAL FUND REVENUE	2,296.75	19,176.28	57,500.00	38,323.72	33.4
	EXPENDITURES					
57-40-310	PROFESSIONAL SERVICES	.00	.00	15,500.00	15,500.00	.0
57-40-990	FUND BALANCE-INCREASE/DECREASE	.00	.00	42,000.00	42,000.00	.0
	TOTAL EXPENDITURES	.00	.00	57,500.00	57,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	57,500.00	57,500.00	.0
	NET REVENUE OVER EXPENDITURES	2,296.75	19,176.28	.00	(19,176.28)	.0

FLEET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MISCELLANEOUS REVENUE					
61-36-100	INTEREST EARNINGS	2,023.68	3,909.50	36,000.00	32,090.50	10.9
	TOTAL MISCELLANEOUS REVENUE	2,023.68	3,909.50	36,000.00	32,090.50	10.9
	OTHER REVENUE					
61-38-400	SALE OF FIXED ASSETS	.00	.00	305,000.00	305,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	305,000.00	305,000.00	.0
	TRANSFERS					
61-39-151	TRANSFERS FROM GF CITY HALL	625.00	1,250.00	7,500.00	6,250.00	16.7
61-39-160	TRANSFERS FROM GF POLICE DEPT	16,000.00	32,000.00	192,000.00	160,000.00	16.7
61-39-171	TRANSFERS FROM GF STREETS DEPT	9,000.00	18,000.00	108,000.00	90,000.00	16.7
61-39-183	TRANSFERS FROM GF PARKS DEPT	3,250.00	6,500.00	39,000.00	32,500.00	16.7
61-39-510	TRANSFERS FROM WATER FUND	5,500.00	11,000.00	66,000.00	55,000.00	16.7
61-39-560	TRANSFERS FROM STORMWATER FUND	3,750.00	7,500.00	45,000.00	37,500.00	16.7
61-39-900	FUND BALANCE APPROPRIATION	.00	.00	512,014.00	512,014.00	.0
	TOTAL TRANSFERS	38,125.00	76,250.00	969,514.00	893,264.00	7.9
	TOTAL FUND REVENUE	40,148.68	80,159.50	1,310,514.00	1,230,354.50	6.1
	VEHICLE PURCHASES					
61-70-160	VEHICLE PURCHASE- GF POLICE	.00	.00	630,000.00	630,000.00	.0
61-70-171	VEHICLE PURCHASE- GF STREETS	.00	.00	6,000.00	6,000.00	.0
61-70-510	VEHICLE PURCHASE- WATER FUND	.00	.00	130,000.00	130,000.00	.0
	TOTAL VEHICLE PURCHASES	.00	.00	766,000.00	766,000.00	.0
	LEASE PAYMENTS					
61-80-151	LEASE PAYMENTS- GF CITY HALL	562.58	1,125.16	6,756.00	5,630.84	16.7
61-80-160	LEASE PAYMENTS- GF POLICE DEPT	.00	72,706.59	348,213.00	275,506.41	20.9
61-80-171	LEASE PAYMENTS- GF STREET DEPT	1,067.56	21,813.02	88,689.00	66,875.98	24.6
61-80-183	LEASE PAYMENTS- GF PARKS DEPT	1,924.29	3,848.58	52,894.00	49,045.42	7.3
61-80-510	LEASE PAYMENTS- WATER FUND	1,156.56	13,813.12	29,525.00	15,711.88	46.8
61-80-560	LEASE PAYMENTS- STORM WTR FUND	295.01	590.02	18,437.00	17,846.98	3.2
	TOTAL LEASE PAYMENTS	5,006.00	113,896.49	544,514.00	430,617.51	20.9
	TOTAL FUND EXPENDITURES	5,006.00	113,896.49	1,310,514.00	1,196,617.51	8.7

WOODS CROSS CITY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING AUGUST 31, 2026

FLEET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	35,142.68	(33,736.99)	.00	33,736.99	.0