



Notice is hereby given that the
WILLARD CITY PLANNING COMMISSION
Will meet in a regular session on
Thursday, November 2, 2023 – 6:30 p.m.
Willard City Hall, 80 West 50 South
Willard, Utah, 84340

AGENDA

The meeting will be hold in accordance with current COVID-19 guidelines.

(Agenda items may or may not be discussed in the order they are listed and may be tabled or continued as appropriate.) Public comment may or may not be taken

1. Prayer
2. Pledge of Allegiance
3. General Public Comments (Input for items not on the agenda. Individuals have three minutes for open comments)
4. Report from City Council
5. Discussion/Action Items
 - a. Consideration of a Conditional Use Permit for Jackie Surrage to operate a food truck at approximately 725 South Main (Parcel 02-053-0009)
 - b. Consideration and recommendation to the City Council regarding an amendment to the emergency access requirement for the Rod Braegger Subdivision located at approximately 100 South 400 West (02-054-0003)
 - c. Consideration and recommendation to the City Council regarding an MPC designation for the Mike Bastian and Mike Shultz annexation of 70 acres located at approximately 8400 south Highway 89 (Parcel Nos. 01-045-0118, 01-045-0015, 01-045-0132 and 01-045-0016)
 - d. Review of a conditional use permit issued to Trisha Heath for a home occupation-multi family dwelling located at 110 South 250 West (Parcel No. 02-053-0003) issued on January 9, 2019
 - e. Consideration and recommendation to the City Council regarding the General Plan DRAFT which would amend Chapter 12-000 of the Willard City Zoning Ordinance
6. Consideration and approval of the October 19, 2023, regular Planning Commission minutes
7. Commissioner/Staff Comments
8. Adjourn

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website <https://www.utah.gov/pmn/index.html>, on the Willard City website www.willardcity.com, and sent to the Box Elder News Journal this 27th day of October, 2023.

/s/ Michelle Drago

Deputy City Recorder

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS - In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah 84340, phone number (435) 734-9881, at least three working days prior to the meeting.

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

October 27, 2023

CONDITIONAL USE PERMIT TO JACKIE SURRAGE FOR A FOOD TRAILER BUSINESS

This Conditional Use Permit is issued to Jackie Surrage to operate her food trailer within the Willard City limits.

The conditions for operation are:

1. Shall have a current business license.
2. Shall be current on all Food Handlers' permits.
3. Shall be current on Bear River Health Dept. requirements.
4. Shall meet Fire Code.
5. Shall have adequate parking for up to four vehicles at one time.
6. Shall be in a Commercial or Industrial zone when in operation unless a Special Event permit is issued.

Jackie understands and agrees to these conditions.

Jackie Surrage

Date

City Planner

Date



WILLARD CITY
Conditional Use Permit (CUP) Review Committee – Special Meeting
October 5, 2023 – 2:15 p.m.
Willard City Hall – 80 West 50 South
Willard, Utah 84340

The meeting was a special meeting designated by resolution. Notice of the meeting was provided 24 hours in advance. A copy of the agenda was posted at the City Hall and on the State of Utah Public Meeting Notice Website.

The following members were in attendance:

Chris Davis, City Manager
Bryce Wheelwright, City Planner
Sid Bodily, Planning Commission Chairman
Chris Breinholt, City Engineer/Jones & Associates
Payden Vine, Public Works Director
Theron Fielding, Police Chief
Van Mund, Fire Chief
Michelle Drago Deputy City Recorder

Excused: Colt Mund, City Attorney

Others in attendance: Jackie and Jim Surrage

1. CALL TO ORDER

Bryce Wheelwright, City Planner, called the meeting to order at 2:17 p.m. A roll call attendance was recorded by the secretary.

2A. REVIEW AND CONSIDERATION OF A REQUEST FROM JACKIE SURRAGE TO OPERATE A FOOD TRUCK AT 725 SOUTH MAIN (02-053-0009)

Time Stamp – 17:45 10-05-2023

Bryce Wheelwright, City Planner, stated that Willard City had received a conditional use permit application from Jackie Surrage to operate a food trailer at 725 South Main. Because the proposed business was more than a home occupation, a conditional use permit was required. Jackie Surrage had received permission to park the food trailer on the adjoining Breider property which was zoned Commercial Neighborhood.

Theron Fielding, Police Chief, stated that this business would be operated on Main Street. He was concerned about parking. Would the trailer be parked far enough off of the street to provide parking? Jackie Surrage said it would. Chief Fielding was concerned that customers would be like those that patronized the fruit stands, who backed onto the highway and into oncoming traffic rather than turning around.

Jackie Surrage stated that there was a ditch between her property and Breider's. The trailer was parked up against the ditch. There was plenty of room to park in front of her house, in her driveway, and on the Breider's property. Bryce Wheelwright stated that he had driven onto the property. There was room for vehicles to get off of the road.

Sid Bodily, Planning Commission Chairman, felt parking was the biggest issue. How much parking was there? Jackie Surrage stated that she had only had a few customers at a time. Jim Surrage felt there would only be three or four customers at a time, and there was enough parking room for that many.



WILLARD CITY
Conditional Use Permit (CUP) Review Committee – Special Meeting
October 5, 2023 – 2:15 p.m.
Willard City Hall – 80 West 50 South
Willard, Utah 84340

Chairman Bodily asked her cooking facilities. Jackie Surrage said she had a fryer, but she didn't use it. She served tri-tip sandwiches, hamburgers, hot dogs, and chili.

Van Mund, Fire Chief, stated that her trailer had been inspected and approved. She could use the fryer if she wanted to. Bryce Wheelwright stated that the trailer had also been inspected and approved by the Bear River Health Department.

Chris Davis, City Manager, asked about hours of operation. Jackie Surrage said she planned to be open from 11:00 a.m. to 3:00 p.m.; maybe until 6:00 p.m. She would be open on Sunday, Monday, and Wednesday. On Tuesday she would be at the Anderson Livestock Auction.

Van Mund, Fire Chief, did not have any further comments.

Payden Vine, Public Works Director, did not have any comments.

Michelle Drago, Deputy Recorder, felt that this was more than a home occupation. It was a general business and should be located a commercial zone. The Breider property was zoned Commercial Neighborhood. All business operations should be conducted in that zone.

Chris Davis asked if the Breider property had a commercial use. Bryce Wheelwright said the Breider property was zone commercial. It contained a shop from which they rented equipment. Chris Davis stated that the Master Plan showed a Commercial Neighborhood Zone along Highway 89. Jackie Surrage's property could be rezoned.

Van Mund pointed out that the food truck was portable. Mr. Wheelwright said that was what made food trucks difficult to license. Jackie Surrage had a home occupation license because she needed a physical address. It became a conditional use permit because she could take the trailer to Anderson Livestock Auction, Ogden, or other places in Willard.

Chris Davis stated that the Conditional Use Permit Review Committee felt that parking concerns had been addressed and that the hours of operation were reasonable. He moved to recommend that the Planning Commission approve a conditional use permit for Jackie Surrage to operate a food truck at 725 South Main (Parcel 02-053-0009) subject to a fire inspection and a food handler's permit from Bear River Health Department. Sid Bodily seconded the motion. All voted "aye." The motion passed unanimously.

2B. CONSIDERATION AND APPROVAL OF MAY 11, 2023, MINUTES

Van Mund moved to approve the May 11, 2023, minutes as written. Colt Mund seconded the motion. All voted "aye." The motion passed unanimously.

3. ADJOURN

Chris Davis moved to adjourn at 2:29 p.m. Payden Vine seconded the motion. All voted "aye." The motion passed unanimously.

**WILLARD CITY PLANNING COMMISSION
APPLICATION FOR PLANNING COMMISSION HEARING**

Application Date: 8-02-2023

Assessor's Parcel Number
02-053-0009

Applicant: Delek Surrogate
725 50 Main St

Parcel Legal Description

Mailing Address

Willard UT 84340

Same as above
Project Address

I hereby request a hearing before the Willard City Planning Commission in behalf of my application for:

☒ Conditional Use Permit \$25 Fee

☐ Lot Line Adjustment \$25 Fee

☐ Other Fee variable, \$25 Min.

Phone Number
801-695-0185
Cell Phone

NOTE: Fees will be charged on each application and are non-refundable. Additional applications on the same project will be considered as new applications and be charged accordingly. All applications, with required data and fees, must be filed in the Willard City Office at least two weeks prior to the scheduled hearing date.

Project description: (Attach additional sheets, as required.)

Complete Applicant Affidavit on back of this page.

WILLARD CITY CORPORATION
80 W 50 S
PO Box 593
Willard UT 84340
435-734-9681
Aug 14, 2023
Receipt No: 1.017897

J SURRAGE COND USE PERMIT

Charges for Services	25.00
Charges - PC & B of Adj	25.00
Total:	25.00
Cash	25.00
Total Applied:	25.00
Change Tendered:	.00

Duplicate Copy
09/15/2023 9:56 AM

APPLICANT'S AFFIDAVIT

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

I, (we) Jacqueline Surrage, being duly sworn, depose and say that I, (we) am (are) the owner(s)*, or authorized agent(s) of the owner, of property located at 725 S. main st in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

SIGNED Jacqueline Surrage
Property Owner(s)

AGENT _____

Subscribed and sworn before me this 14th day of August 2003



Michelle Drago
Notary Public

Residing in Kenner, UT
My commission expires: 2/2/05

* May be owner of record, contract owner, part to valid earnest money agreement, option holder or have other legal control of property.

AGENT AUTHORIZATION

I, (we) _____, the owner(s) of real property described above, hereby appoint _____, as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before any Willard City Boards considering this application.

SIGNED _____
Property Owner(s)

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public

Residing in _____
My commission expires: _____

9-20-23

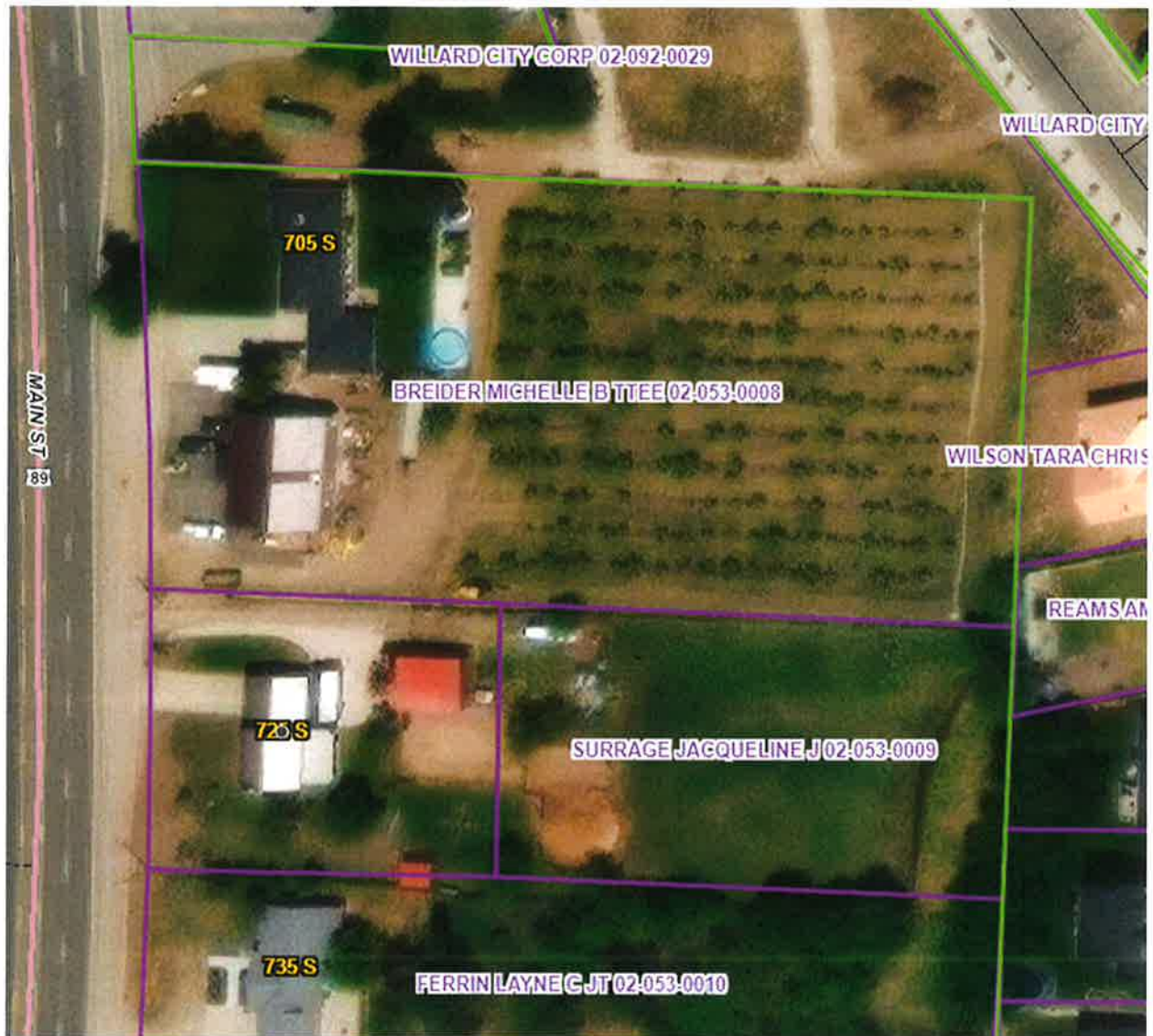
To Whom it may concern,

Jackie Surrage has my permission to operate
her food truck on our property.

Michelle Breider
801-668-5477



↑ NORTH



City of Willard
BUSINESS LICENSE DIVISION
80 W 50 S, PO Box 593, Willard, Utah 84340
Phone (435) 734-9881
Fax (435) 723-6164

FOR OFFICE USE ONLY

Business License Category _____ #82
Date Application Received 8/2/23
Application / License Fee _____
Other Fee: _____
☐ Check ☒ Cash Total 30⁰⁰
Receipt No. 1.018148 Date Rec'd 9/15/23

BUSINESS LICENSE APPLICATION

PLEASE COMPLETE ALL ITEMS - INCOMPLETE APPLICATIONS WILL BE RETURNED
WITHOUT BEING PROCESSED.

SECTION I: Business Information - Please type or print clearly • Change of: ☐ Location ☐ Ownership ☒ Business Name

Date of Application 08-02-2023

Business Name 3 Cowboy Chuck Wagon

Is this name registered with the State of
Utah? ☒ Yes ☐ No

Type of Business (Be Specific) Food Trailer

Business Address 725 50 main st Willard Utah 84340 Bus. Phone No. (801) 695-0185
Street City State Zip

Mailing Address _____ Bus. Start Date 09/01/2023
Street/PO Box City State Zip

Owner's Name Jacqueline Surrage Phone No. (801) 695-0185

Owner's Address 725 50 main st Willard Utah 84340
Street City State Zip

Manager's Name James Surrage Phone No. (801) 695-0185

Manager's Address Same as Above ↑
Street City State Zip

Federal License (if any) _____ No. _____ Expires _____

Federal ID: ☐ SSN or ☐ EIN 93-2697129 Utah Corporation, LP or LLC No. _____

State Sales & Use Tax No. _____ Filing: ☐ Annual ☒ Monthly ☐ Quarterly
If not applicable please sign here: 23509727

DBA File No. _____

Professional License / State Contractor Number (If Applicable): _____

Email: _____
License plate of food trucks: 226YS in God we trust

Continued on Back of Page

Ben Hacker - 8125
BR Hedden Dept
norm
monday's ↓ weekend

SECTION II: Check <u>All</u> That Apply ☐ Approximate Number of Employees: <u>3</u> ☐ Commercial ☐ Sole Proprietorship ☐ Limited Partnership ☐ Profit Corporation ☒ Outside City Limits ☒ Home Occupation ☐ General Partnership ☒ Limited Liability Co. ☐ Non-Profit Corporation ☐ Sexually-oriented Business or Employee	SECTION III: Describe Business <u>Food trailer</u>
---	--

SECTION III: Verification of Accuracy - Acknowledgment of Responsibility

Under penalty of perjury, I hereby certify that the information provided for this entire application is complete, accurate and in accordance with Willard City Ordinances. I further certify that updated information will be provided in writing, as required, to the City of Willard Business License Division within 10 days of any change to the business, name, organization, or location. I hereby acknowledge that illegal or fraudulent business practices are grounds for revocation of the business license, as is delinquent payment of the business license fee. This form is an application for a business license. The receipt for payment of license fees thereof does not constitute being approved to operate a business. The actual license will be issued only when all inspections are completed and signed off by the various departments and approval is given by the Business License Office. To open and or operate a business without final approval is a Class "B" misdemeanor and is subject to a \$1,000 fine and/or a six month jail sentence. It is the responsibility of the licensee to be familiar with the ordinance under which the license is applied for. All business licenses are to be renewed yearly. The application and fees provided for herein shall be due and payable by the 31st of December of each year, or before commencing a new business, trade, service, or profession. All license fees not paid before March 1st of each year shall thereafter be considered delinquent and shall be subject to a 50% penalty. Responsibility of renewal is that of the licensee. Failure to receive a renewal notice does not excuse this responsibility.

Signature of Authorized Business Agent/Owner: 08-02-2023

FOR OFFICE USE ONLY: Planning Commission / Conditional Use Requirements

Conditional Use Permit Required ☐ Yes ☐ No If yes give date approved by Planning Commission _____

BUILDING & ZONING DIVISION	BEAR RIVER HEALTH DEPARTMENT	POLICE & FIRE DEPARTMENT
Inspection Required: ☐ Yes ☐ No If yes, Date of Inspection _____ Property Zoned Appropriately? ☐ Yes ☐ No ☒ Approved ☐ Denied Reason: Signature: <u></u>	Inspection Required: ☐ Yes ☐ No If yes, Date of Inspection _____ ☐ Approved ☐ Denied Reason: Signature: _____	Inspection Required: ☐ Yes ☒ No If yes, Date of Inspection _____ ☒ Approved ☐ Denied Reason: Signature: <u></u>

FOR OFFICE USE ONLY: Approval of Business License Administrator

9-15-23

Business License Administrator
Date
Approval of

City of Willard
Home Occupation Business License
Standard Conditions for Administrative Approval

80 W 50 S, PO Box 593, Willard, Utah 84340

Phone (435) 734-9881

Fax (435) 723-6164

Standard Conditions:

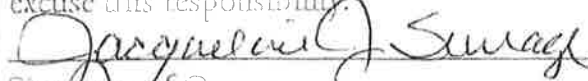
The following items are prohibited:

1. Outdoor storage and/or display,
2. Signage without a permit, (Attach permit as needed)
3. Vehicles in excess of twelve thousand pounds (12,000 lbs.) gross vehicle weight,
4. Employees other than residents of the home,
5. Any alteration to the physical appearance of the home or change which impacts the neighborhood,
6. Increased demand for municipal (city) services,
7. Hazardous or combustive materials, and
8. Unsolicited door to door sales.

Special Conditions (If required):

Owners Acknowledgment

I hereby certify that I shall comply with the above conditions and understand that failure to comply with all conditions is grounds for revocation of my business license and may include other fines and penalties. Responsibility of renewal is that of the licensee. Failure to receive a renewal notice does not excuse this responsibility.


Signature of Owner

8-2-2023
Date

Utah Food Handler Permit

Jacqueline J Surrage

Permit #: EFIL 21-1733

Expires: 4/28/2024



This permit is NOT a legal form of identification

**Permit MUST be presented upon
request to health authority**

Permit may be revoked for cause

**No other food handler permit
is approved in the State of Utah**



Permit to Operate

Kowboy Chuckwagon, Lic. #

Owned and Operated By:

Jackie Surragé

725 South Main Street

Willard UT 84340

Permit Type: Primary Permit - Tier 1 Mobile

Permit Number: 12926

Permit Start: 09/01/2023

Permit Expiration: 08/31/2024

The above entity is hereby permitted to operate in the Bear River Health District, subject to the rules and regulations of the Board of Health. This permit is the property of the Bear River Health Department and is valid unless revoked for cause. No establishment may operate without a valid permit. This permit is non-transferable and must be posted as to be visible to the public.



Jackie Surragé, Director
Bear River Health District

85 East 1800 North • North Logan, UT 84341 • 435-792-5570
Bear River Health District Serves the counties of Box Elder, Rich, and Cache



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 5, 2023 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Colt Mund, City Attorney, asked about the difference between an easement and a reciprocal access agreement. Bryce Wheelwright felt the only difference was the name. A reciprocal access agreement, or a reciprocal access easement, would provide both parties non-exclusive ingress and egress over and upon a certain road located on real property. An easement was interest in land belonging to another person so that the easement owner had a limited right to use or enjoy the other person's property.

There was further discussion about the difference between reciprocal access and an easement.

Colt Mund wanted to make sure the easement, or reciprocal access, could not be terminated as a right-of-way for a future landowner.

Commissioner Harrop did not feel there were any other issues. Mr. Wheelwright agreed.

Commissioner Harrop recused himself from voting because he was an adjoining property owner.

Commissioner Bingham moved to accept the concept plan for the Kapp Subdivision located at approximately 620 North 200 West (Parcel 02-046-0005) subject to a recorded reciprocal agreement or easement to use the 33.55 easement as a shared driveway. Commissioner Hulsey seconded the motion. All voted "aye," except Commissioner Baker and Harrop. The motion carried.

5B. CONSIDERATION OF A RECOMMENDATION TO THE CITY COUNCIL REGARDING AN AMENDMENT TO THE EMERGENCY ACCESS REQUIREMENT FOR THE ROD BRAEGGER SUBDIVISION LOCATED AT APPROXIMATELY 100 SOUTH 400 WEST (02-054-0003)

Time Stamp 17:41 10/05/2023

Bryce Wheelwright stated that the Rod Braegger Subdivision located at 100 South 400 West was approved by the City in 2021. At that time there were too many homes, and the subdivision was required to have a second emergency access. Several emergency access options were discussed at that time. The access that was approved extended south through the Lindsey Hansen property and tied into the Orchard Subdivision being developed by Sierra Homes. Rod and Debbie Braegger were now asking that the location of the emergency access be changed to run along the north side of Mr. Hansen's property to 250 West. The proposed change was one of the options discussed during the approval process.

Rod Braegger stated that they were asking to change the location of the emergency access to accommodate Lindsey Hansen. Mr. Hansen leased the west part of his property. Mr. Hansen also had a spring on his property. If the emergency access road was extended south through Mr. Hansen's property, he would no longer be able to lease the west portion because the spring water would be cut off. Mr. Hansen said there was already a sewer line easement along the north side of his property which came out on 250 West. Mr. Hansen wondered if they could use that easement as the emergency access.

Commissioner Dubovik asked if there were any violations or restrictions that would prevent the Planning Commission from changing the emergency access.

Bryce Wheelwright stated that having Braegger's push through to the south and tie into Orchards would create a loop when Orchards developed.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 5, 2023 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Bingham felt the Planning Commission's understanding was that the emergency access connected to the Orchards Subdivision would only be temporary until the subdivision developed. Now it appeared that development would be blocked until the Hansen property developed.

Rod Braegger said it wasn't landlocked, the City actually owned a right-of-way for 400 West through the Hansen property. Bryce Wheelwright said the elevations of the road would hinder Mr. Hansen's spring water.

Colt Mund felt that legally using the sewer easement could be problematic because the easement language probably said the only ingress and egress was for replacement, installation, and maintenance of the sewer, not for any other purpose. If there was a new agreement, it could work. He wondered what the Fire Chief had to say about the proposed access change.

Bryce Wheelwright stated that when the subdivision was considered in 2021, the Fire Chief felt there was room to get a fire truck along the north side of the Hansen property. The Fire Chief wasn't too concerned about where the emergency access was as long as it was there and accessible.

Rod Braegger stated that Lindsey Hansen had told him he was willing to do another easement for emergency access.

Colt Mund felt the Fire Chief should provide the Planning Commission with a written recommendation.

Commissioner Baker felt that Lindsey Hansen should be present to represent himself or provide the Planning Commission with something in writing. Colt Mund agreed.

Commissioner Hulsey asked if the easement would be available to all public if it was a City easement. Colt Mund said it would not if it was only for the City to use to respond to emergency calls. Bryce Wheelwright stated that if there was an emergency that cut off Center Street, it could be used as an access for residents.

Commissioner Hulsey asked if the City would be responsible to maintain the access as an emergency access. Colt Mund felt that could be negotiated and determined in the easement agreement.

Commissioner Bingham asked how soon Sierra Homes/Heritage Homes planned to develop 400 West. Bryce Wheelwright said that depended on the economy. They had not approached the City with any further development plans.

Commissioner Bingham was open to the proposed change, but he wanted to know how far out Heritage Homes was. Ultimately the City wanted 400 West to cross the Hansen property. If Sierra Homes was only a year away, it seemed pointless for Rod Braegger to put in a different emergency access. It was information the City needed to know.

Chairman Bodily felt the Planning Commission was amenable to the change, but it needed further information from the Fire Chief, Lindsey Hansen, and Heritage Homes.

Bryce Wheelwright asked if the sewer easement was totally on Lindsey Hansen's property. Mr. Braegger said it was.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 5, 2023 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Dubovik asked if Rod Braegger had a preference. Mr. Braegger said he just wanted an access.

Commissioner Hulsey wanted to make sure the easement was wide enough for fire equipment. Rod Braegger stated that the original easement was 20 feet. The sewer easement was 25 feet. Lindsey Hansen was willing to negotiate the width of the easement to make sure there was enough room.

Commissioner Hulsey also wanted to know who was in charge of maintaining the easement.

- 5C. REVIEW OF A CONDITIONAL USE PERMIT ISSUED TO KENNETH BRAEGGER FOR A HOME OCCUPATION-CONTRACTOR BUSINESS LOCATED AT 55 SOUTH 100 EAST (PARCEL 02-050-0074) ISSUED ON FEBRUARY 5, 2016

Time Stamp: 32:40 10/05/2023

Bryce Wheelwright stated that he had contacted Ken Braegger. Mr. Braegger was not able to attend the meeting, but he wanted his conditional use permit left the way it was. He had an office for his contracting business in his home and planned to continue to do so. The City had not had any complaints about Mr. Braegger.

Chairman Bodily wasn't aware of any issues or complaints regarding Mr. Braegger's conditional use permit. He asked if the Planning Commission was aware of any issues. There were none.

6. CONSIDERATION AND APPROVAL OF THE SEPTEMBER 21, 2023, REGULAR PLANNING COMMISSION MINUTES

Commissioner Dubovik moved to approve the September 21, 2023, minutes as corrected. Commissioner Harrop seconded the motion. All voted "aye." The motion passed unanimously.

7. COMMISSIONER/STAFF COMMENTS

Time Stamp: 35:14 10/05/2023

Chairman Bodily

Chairman Bodily stated that the Planning Commission had planned to discuss the General Plan at the next meeting, but Commissioners Dubovik and Hulsey would not be in attendance. He asked that it be moved to the November 2nd agenda. Bryce Wheelwright stated that Chris Davis contacted Bruce Parker, the City's planning consultant, and asked him to make changes to reflect the outcome of the Planning Commission/City Council work sessions. Commissioner Hulsey asked that the staff send him Bruce Parker's contact information.

Colt Mund

Did not have any comments.

TEMPORARY EASEMENT AGREEMENT

Preamble

This Agreement is made on this 29th day of Oct., 2023 in Box Elder County, Utah between Lindsey B Hansen ("Grantor"), and Willard City ("Grantee").

Grant of Easement

Grantor grants to Grantee a temporary easement and temporary emergency access right of way upon and across the following described property of the Grantor:

Tax ID # 02-054-0004, Book 940, Page 1077.

This temporary easement shall be 25 feet in width starting from the north property line of Grantor, between 250 West and 400 West.

Purpose of Easement

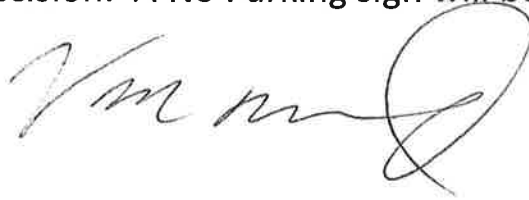
This easement shall be used for emergency vehicles as a second access road. "No Parking" signs shall be posted where deemed necessary to keep this access free and clear for emergency vehicles. This is a temporary easement that will stay in effect until it is deemed unnecessary by further development and construction of city roads that will provide a second access for traffic regarding present and future development.

Dated this 29th day of Oct., 2023

Grantor Lindsey B Hansen

Grantee _____

Van Mund, the fire chief for Willard City, agrees the new proposed emergency access road from 250 West to 400 West will be a sufficient alternative for all emergency vehicles. Van and Rod drove over both accesses to come to this decision. A No Parking sign will be needed in front of entry/exit points.

A handwritten signature in black ink, appearing to read "Van Mund", with a large, stylized loop at the end.

When recorded return to:
WILLARD CITY
80 West 50 South
PO Box 593
Willard, Utah 84340-0593

Est 267589 Bk 1062 Pg 43
Date 22-Aug-2008 10:07AM Fee \$0.00
LuAnn Adams - Filed By dl
Box Elder Co., UT
For WILLARD CITY

02-0540004

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to:

LINDSEY B. HANSEN, trustee of the LBH TRUST UNDER AGREEMENT DATED APRIL 27, 1994.

hereinafter referred to as GRANTOR, by WILLARD CITY, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a construction easement and a perpetual easement as hereinafter described over, across, under and through land of the GRANTOR situated in BOX ELDER County, State of Utah, Identified as follows:

Parcel ID

TAX ID #	Book	Page
02-054-0004	940	1077
Of county records		

The easements may partially or completely lie within GRANTOR's property. The construction easement shall be 50 feet in width granted for the time of original installation of the facilities hereinafter described, 25 feet on each side of the as-constructed center line of said facilities. **The perpetual easement shall be 25 feet in width, 12.5 feet on each side of the as-constructed center line of said facilities.** Proposed location described as follows:

Centerline Description

Commencing at the Southeast corner of Section 23, Township 8 North, Range 2 West, Salt Lake Meridian; thence North 89°03'29" West 5064.38 feet along the South line of said section to the Southwest corner of Section 23; thence South 29°44'34" East 834.08 feet to the Northeast corner of the grantors parcel; thence South 01°54'22" West 12.5 feet along the East boundary of the grantors parcel to the POINT OF BEGINNING; thence North 88°14'28" West 432.96 feet parallel with and 12.50 feet Southerly of the North boundary of the grantors parcel to a manhole (POINT A); thence North 88°14'28" West 990.60 feet to a manhole; thence North 01°58'39" East 12.50 feet to a point on the North boundary of the grantors parcel.

ALSO, beginning at the manhole at POINT A in the above description; thence South 02°01'34" West 196.08 feet to a point on the grantors south boundary.

Description of Easement(s)

Easement(s) shall be for pipelines, manholes, and appurtenances to be constructed as part of the Willard Wastewater Project to be constructed beginning 2007. The alignment of the pipe is shown as part of the plans for construction of the said facilities.

Purpose and Conditions

TO HAVE AND TO HOLD the same unto the GRANTEE, the easements as follows:

A construction easement with the right to install and inspect pipelines, valves, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement; and

A perpetual easement with the right to inspect, maintain, operate, repair, protect, remove and replace pipelines, and other associated structures and appurtenances, (herein collectively called "facilities") over, across, under and through the easement.

So long as such facilities shall be maintained, with the right of ingress and egress to and from said easement for the purpose described in the construction and perpetual easements. During temporary periods, the GRANTEE may use such portion of the property along and adjacent to said easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the facilities. The GRANTEE shall notify GRANTOR prior to entering the easements for purposes of initial construction.

GRANTEE as a condition to the granting of the easements shall pay damages, restore or replace in kind, at the GRANTOR's discretion and at GRANTEE's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

The GRANTOR shall not build or construct, nor permit to be built or constructed, any building or other similar improvement over, across, or under the said easement, nor change the contour thereof without written consent of the GRANTEE. This easement grant shall be binding upon GRANTOR, his successors and assigns, and shall inure to the benefit of GRANTEE, its successors and assigns, and may be assigned in whole or in part by the GRANTEE.

It is hereby understood that any party securing this grant on behalf of the GRANTEE is without authority to make any representations, covenants, or agreements not herein expressed.

DATED this 31 day of July, 2008.

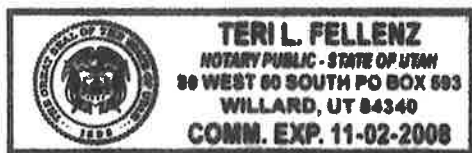
Lindsey B. Hansen
Grantor(s)

Grantor(s)

REPRESENTATIVE ACKNOWLEDGEMENT

State of Utah
County of Box Elder

This instrument was acknowledged before me on July 31, 2008 (date) by Lindsey B. Hansen (name(s) of person(s)) as Trustee (type of authority, e.g., officer, trustee, etc.) of LBH Trust (name of party on behalf of whom instrument was executed)



Teri L. Fellenz
(Signature of Notarial officer)
11-02-08
(My commission expires: Date)

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435) 734-9881

I, Lindsey Hansen agree to transfer the requested sewer easements at no cost to the City of Willard. In exchange the City of Willard shall finalize the abandonment/vacation of all interest in the 250 West road easement adjacent to my property at 02-054-0004. I understand that the City must follow State Code in seeking the abandonment of this easement.

Signed



Lindsey Hansen

Date

**WILLARD CITY PLANNING COMMISSION
APPLICATION FOR PLANNING COMMISSION HEARING**

Application Date:

9-19-2023

Assessor's Parcel Number

02-054-0023

Applicant:

Rod Braegger, Debbie Braegger

Mailing Address

488 S Main St

Willard, UT

84340

Project Address

Appx 1105 400 W

801 787 6348

Phone Number

801 787 6348

Cell Phone

I hereby request a hearing before the
Willard City Planning Commission in
behalf of my application for:



Conditional Use Permit \$25 Fee



Lot Line Adjustment \$25 Fee



Other Fee variable, \$25 Min.

change emergency access

NOTE: Fees will be charged on each application and are non-refundable. Additional applications on the same project will be considered as new applications and be charged accordingly. All applications, with required data and fees, must be filed in the Willard City Office at least two weeks prior to the scheduled hearing date.

Project description: (Attach additional sheets, as required.)

Complete Applicant Affidavit on back of this page.

WILLARD CITY CORPORATION

80 W 50 S

PO Box 593

Willard UT 84340

Receipt No: 1.018185

435-734-9881

Sep 19, 2023

BRAEGGER, ROD & DEBBIE

Charges for Services
Charges - PC & B of Adj

25.00

25.00

Total:

Check

Check No: 161

Total Applied:

25.00

25.00

Change Tendered:

.00

Duplicate Copy
09/19/2023 9:35 AM

APPLICANT'S AFFIDAVIT

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

I, (we) Debbie Braegger, being duly sworn, depose and say that I, (we) am (are) the owner(s)*, or authorized agent(s) of the owner, of property located at apx 110 S 400 W in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

SIGNED Debbie Braegger
Property Owner(s)

AGENT _____

Subscribed and sworn before me this 19th day of September 2003



Michelle Drago
Notary Public

Residing in Permy, Utah
My commission expires: 2/2/05

* May be owner of record, contract owner, part to valid earnest money agreement, option holder or have other legal control of property.

AGENT AUTHORIZATION

I, (we) _____, the owner(s) of real property described above, hereby appoint _____, as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before any Willard City Boards considering this application.

SIGNED _____
Property Owner(s)

Subscribed and sworn before me this _____ day of _____ 200____

Notary Public

Residing in _____
My commission expires: _____





↑
NORTH

PRE- ANNEXATION AND DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into as of _____, 2023 (the "*Effective Date*"), by and between WILLARD CITY, a political subdivision of the State of Utah (the "*City*") and MIKE SCHULTZ, INC., a Utah corporation ("*Developer*"). The City and Developer may be referred to individually as a "*Party*" and collectively as the "*Parties*."

A. Developer owns and is developing that certain real property as more particularly described on *Exhibit A* attached hereto (the "*Property*"), which Property is currently located in the City.

B. Developer has petitioned to annex the Property into the City. After the execution of this Agreement, the Property will be annexed into the City ("*Annexation*") and after the Annexation is completed, the Property will be both subject to and benefitted by this Agreement and Willard City's Land Use Ordinances ("*Land Use Code*").

C. The Property will be annexed into the City in the Master Planned Community ("*MPC Zone*"), as governed by Chapter 12-106 of the Land Use Code. In connection with the rezone, the Parties desire to create two sub-districts within the MPC Zone. District R-1-13 will primarily contain single-family detached residential development as depicted in pink on the concept plan attached hereto as *Exhibit B* (the "*Master Plan*"). District MF-1 will primarily contain attached, higher-density residential development as depicted in purple on the Master Plan. District R-1-13 and District MF-1 are collectively referred to herein as the "*Sub-Districts*". In connection with the approval of the Annexation and this Agreement the City has enacted a zoning map amendment to reflect the MPC Zone applied to the Property ("*Zoning Map Amendment*")

D. The MPC Zone requires the submission of a ~~development~~ Preliminary Site Plan plan, a zone description for each sub-district, and a development agreement, all of which set forth the standards and regulations that guide development in the MPC Zone.

E. Developer desires to develop the Property in accordance with the Land Use Code, Master Plan, and this Agreement.

F. The City and Developer recognize that the development of the Project may result in tangible benefits to the City through the stimulation of development in the City, including a possible increase of the City's tax base and the development of amenities that may enhance further economic development efforts in the vicinity of the Property, and the Parties are therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. *Recitals; Definitions.*

1.1 Recitals. The Recitals set forth above are incorporated herein by this reference.

1.2 **Defined Terms.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the Exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Land Use Code.

1.2.1 "ADUs" means a Dwelling Unit located on a lot that is subordinate to and either attached or detached from the primary Dwelling Unit located thereon.

1.2.2 "Agreement" means this Agreement including all of its exhibits.

1.2.3 "Amenity" means an individual Private Amenity or Public Amenity.

1.2.4 "Amenities" means collectively the Private Amenities and Public Amenities identified on the Master Plan.

1.2.5 "Applicable Law" has the meaning set forth in Subsection 13.1.

1.2.6 "City" means Willard City, and includes, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.

1.2.7 "City Code" means the Willard City Code, including the Land Use Code, in effect as of the Effective Date.

1.2.8 "City Council" means the city council of ~~Willard~~the City.

1.2.9 "Dwelling Units" means a structure or portion thereof designed and capable of daily residential occupancy.

1.2.10 "Effective Date" means the date set forth in the Preamble of this Agreement.

1.2.11 "Final Plat" means the recordable map or other geographical graphical representation of land prepared in accordance with Utah Code § 10-9a-603, or any successor provision, and approved by the City, effectuating a subdivision of any portion of the Project.

1.2.12 "Future Law" means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the City which may or may not apply to the Project as provided in Section 4.2 below.

1.2.13 "Land Use Code" means the City's land use ordinances in effect as of the Effective Date and described above in Recital B.

1.2.14 "Landscaping Plan" means the landscaping plan for the Project attached hereto as *Exhibit C*.

1.2.15 “Lender” means one or more financial institutions or entities that loan money to Developer to enable Developer to develop the Project.

1.2.16 “Maximum Density” means the two hundred fifty (250) Dwelling Units that Developer may construct as part of the Project.

1.2.17 “Non-Residential Development” means development within the Project except for the Dwelling Units, and includes, without limitation, the Amenities and Open Space.

1.2.18 “Open Space” ~~has the same meaning as City Code Chapter 12-106-3 and includes~~ means areas within the Project ~~that include~~consisting of natural areas, recreation and activity areas (including both active and passive areas), parks, pavilions, Amenities, trails, or other areas not dedicated as roads and not included within lots for private ownership.

1.2.19 “Preliminary Plat” means the preliminary map or other geographical graphical representation of land prepared in accordance with Section 24.80.040.C.4 of the City Code.

Commented [CM1]: Check code

1.2.20 “Private Amenities” means any Amenity owned or managed by a private entity and not considered a Public Amenity as are more particularly described in Subsection 7.5.1 below.

1.2.21 “Project” means the development to be constructed by Developer on the Property as conceptually depicted on the Master Plan.

1.2.22 “Public Amenities” means any Amenity that will be dedicated by Developer to the City (or other governmental entity) or that are owned or managed by a private entity but are open to public use and are more particularly described in Subsection 7.5.2 below.

1.2.23 “Public Roads” means the public roads and rights of way depicted on the Master Plan located in the Project.

1.2.24 “Sub-Districts” means collectively the District R-1-13 and District MF-1 as depicted in *Exhibit B*.

1.2.25 “System Improvement” means an improvement that is designed to serve areas within the community at large and which may serve the Project as a part of the community at large.

1.2.26 “Term” has the meaning set forth in Subsection 13.2 below.

1.2.27 “Trail Parking Area” means the approximately .675 acre parking lot and open space located immediately north of Lot 104 as identified on the Master Plan

2. *Conditions Precedent.* The Parties enter this Agreement in anticipation of the satisfaction of certain conditions precedent, which if not satisfied, will frustrate the purposes of this Agreement. Developer's obligations under this Agreement are expressly contingent upon the following (collectively, "*Conditions Precedent*"):

2.1 The City Council enacts, and the Mayor acknowledges, an ordinance approving the Annexation.

2.2 The City Council enacts, and the Mayor acknowledges, an ordinance approving the Zoning Map Amendment.

2.3 The City Council approves, and the Mayor acknowledges and executes, this Agreement, as required by the MPC Zone.

If any of the Conditions Precedent are not satisfied within sixty (60) days of the Effective Date ("*Conditions Precedent Deadline*"), this Agreement shall be rendered null and void upon written notice by Developer delivered no later than ~~thirtysixty~~ (30) days after the Conditions Precedent Deadline and upon delivery of such written notice none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions Precedent identified in this Section will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions Precedent have been identified herein for purposes of setting forth the intent of the Parties.

3. *Governing Standards.* This Agreement, the MPC Zone, the Land Use Code, and all applicable state and federal statutes, rules, and regulations establish the development rights for the Project, including the approved uses, Maximum Density, and general configuration for the Project.

4. *Vested Rights and Legislative Powers.*

4.1 Vested Rights. As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including the Master Plan. This Agreement memorializes Developer's rights to develop the Project in fulfillment of this Agreement and Applicable Law. Specifically, Developer is vested with the right to: (i) to develop and construct the Project in accordance with Applicable Law; (ii) develop the Project consistent with the Maximum Density; (iii) develop Non-Residential Development as allowed by Applicable Law; (iv) connect to existing public roads and infrastructure as depicted on the Master Plan; and (v) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties intend that the rights granted to Developer under this Agreement are the contractual rights and also those rights that exist under the Applicable Law. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

4.2 Applicable Law. The City's Future Laws with respect to the Project or the Property shall not apply except as follows:

4.2.1 Developer Agreement. Future Laws that Developer agrees in writing to the application thereof;

4.2.2 Compliance with State and Federal Laws. Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses in the densities described in this Agreement;

4.2.3 Safety Code Updates. Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare, and that do not require ~~substantial~~the revision or reconfiguration of the road areas depicted on the Master Plan;

4.2.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

4.2.5 Fees. Changes to the amounts of fees for the processing of land use applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and

4.2.6 Impact Fees. Impact fees or modifications thereto which are lawfully adopted, imposed and collected on all areas of the City.

5. *Future Approvals and Building Permits.*

5.1 Final Project Plans. Developer shall prepare and submit to the City ~~for review and approval~~, one or more Preliminary Site Plan, Preliminary Plat(s) and Final Plat(s) and all other documentation required by the Land Use Code to lawfully ~~subdivide develop~~ the Property in accordance with ~~Chapter 24.80 of~~ the Land Use Code and the City's Master Planned Community Zone ordinance. Provided that any Preliminary Plat or Final Plat submitted by Developer is substantially similar to the Master Plan and the Preliminary Site Plan, the City shall approve all Preliminary Plat(s) and Final Plat(s). A Preliminary Plat or Final Plat is substantially similar to the Master Plan and Preliminary Site Plan if the same does not: i) cause the Project to exceed the Maximum Residential Density; ii) introduce new uses not identified on the Master Plan; iii) omit any amenities or ~~materially~~ reduce the overall Open Space of the Project; or iv) fail to meet the requirements for a Preliminary Site Plan Preliminary Plat application under Section 24.80.040 ~~of under~~ the Land Use Code or for a Final Plat application under Section 24.80.050 of the Land Use Code.

5.2 Building Permits. For each phase of the Project, Developer shall provide all Developer shall provide all documents and information required by the Land Use Code and by the City's departments for the issuance of a building permit by the City. Prior to the issuance of building permits for homes or other vertical construction, Developer shall also provide evidence that all individual lots within the final plat for each phase of the Project have been staked by a licensed surveyor, the public water lines, secondary water lines and stubs to each lot, charged fire

hydrants, sanitary sewer lines and stubs to each lot, installation of fiber optic conduit (by Developer or the applicable provider), street lights and public streets (including all weather access, curb, gutter, and pavement wit at least the base course completed), certifying such structures have been completed and accepted by the City. The City shall issue to Developer a building permit for any Project improvements no later than four (4) weeks after the date on which the Developer provides all applicable documents, ~~and information, and evidence of the foregoing.~~

5.3 Certificate of Occupancy. ~~No Certificates of Occupancy shall be issued by the City for any structure within the applicable phase of the Project until water, sewer, and gas lines to the structure are installed and functional, street signs are installed, and all electric lines are installed and functional. The City shall promptly issue a certificate of occupancy to Developer for each Dwelling Unit provided that all conditions for issuance of a certificate of occupancy set forth in the Land Use Code are satisfied.~~

6. *Zoning and Use.*

6.1 Development and Use. Developer shall develop the Property in a manner consistent with the Master Plan provided that such development does not exceed the Maximum Residential Density. Developer may develop the Project in one or more phases. The uses permitted in the Sub-Districts are set forth on the attached *Exhibit D*.

6.2 Architectural Standards. Developer shall ensure that the construction and development of the Project meets the following standards:

6.2.1 The Dwelling Units in District MF-1 will have a similar elevation design to the dwelling units depicted on the attached *Exhibit E*, and elevation designs may vary throughout District MF-1.

6.2.2 The Dwelling Units in District MF-1 must include windows on the exterior side walls of the end units to enhance the architectural integrity of such units.

6.2.3 All Dwelling Units, buildings, and ADUs must be constructed with quality building materials and the exterior of such units must include brick, stone, stucco, fiber cement board, or other materials of similar quality. Vinyl siding may not be used for any Dwelling Units, buildings, and ADUs within the Project.

6.2.4 Fencing within the Project must be constructed of vinyl, chain link, composite materials, or other materials of similar quality. Wood fences are not permitted within the Project. Black vinyl coated chain link fences shall be installed along the 6' wide trails that bisect the lots in District R-1-13, and along the 10' wide trail between Lots 94 and 95.

6.3 ADUs. 10% of all buildable lots in District R-1-13 must contain an ADU, which must be constructed concurrently with the primary dwelling unit constructed on said lot. Developer shall designate which lots within District R-1-13 are required to contain an ADU at the time of platting, and those lots will be deed restricted to ensure that such lots comply with this Section 6.3. The construction of any ADU's shall comply with the City's Land Use Code.

7. *Developer Obligations.*

7.1 Construction Standards. Developer shall develop the Project in accordance with the City Code, and the City's rules, regulations and development standards. Developer shall provide the City with copies of "as built" drawings of the Utilities (defined below) and Transportation Improvements (defined below).

7.2 Utility Improvements. Developer shall be responsible for constructing and installing the culinary water, secondary water, sewer, stormwater detention basin, and storm drain distributions lines within the Project that are necessary to connect to existing public infrastructure (collectively, the "*Utilities*"). Developer shall pay for the construction and installation of all Utilities necessary for the Project. Developer shall be responsible for complying with all applicable City, state, and federal laws, regulations, and rules with respect to the Utilities. The City agrees to use reasonable efforts to assist Developer in the procurement and installation of Utilities for the Project. Upon completion of the Utilities, Developer and Owner shall dedicate the Utilities to the applicable governmental authority or service provider.

7.3 Road Improvements. Developer shall also construct all streets, curbs, gutters, sidewalks, streetlights, and trails (collectively, "*Transportation Improvements*") within the Project in accordance with the City Code and the City's roadway standards in effect as of the Effective Date. Developer and Owner shall dedicate the Transportation Improvements along with the 8300 South Roadway (defined below) to the City. The Master Plan contemplates the extension of the 8300 South Roadway from Utah State Highway-89 to the Trail Parking Area ("*8300 South Roadway*"), a portion of which is located on the Property and a segment of which on the north side is located on property owned by Box Elder School District (the "*District Property*"). In improving the full width of 8300 South Roadway, Developer shall pursue one of the following two options by the time Developer is seeking Final Plat approval for the lots on the north side of the Property, adjoining 8300 South Roadway:

7.3.1 The construction of the Transportation Improvements on the full width of 8300 South Roadway as depicted on the Master Plan if the owner of the District Property will dedicate the necessary right of way area and enter into a reimbursement agreement for its one-half share of the Transportation Improvements for 8300 South Roadway; or

7.3.2 If the option described in Section 7.3.1 is not available, Developer shall construct half the width of 8300 South and the City shall cause the owner of the District Property to construct the remaining half-width in advance of the owner of the District Property obtaining development approvals.

7.4 Warranty of Improvements. Developer shall warrant the materials and workmanship of all Utilities and Transportation Improvements installed within the Project for a period of twelve (12) months from and after the date of final inspection and approval by the City of the public improvements.

7.5 Open Space. The Project will include Open Space and Amenities as shown on the Master Plan. All Open Space within the Project that is not dedicated to the City (or other

governmental authority) shall be owned and maintained by the Developer or a homeowner's association (the "HOA").

7.5.1 **Private Amenities.** The Private Amenities for the Project include: (i) three (3) internal Playgrounds with a tot lot playground area located within District MF-1, as indicated on the Master Plan, (ii) a pickleball court located in District MF-1; (iii) the 8' wide trail located within District R-1-13; (iv) and the walking trail located within District MF-1 running along 8700 South. The Private Amenities are for the sole use of the owners, guests, invitees, or permittees of the owners of Dwelling Units within the Project and not for the public's general use. The Private Amenities will be owned and maintained by the Developer or a HOA.

7.5.2 **Public Amenities.** The Public Amenities for the Project include: (i) a dedicated Open Space parcel with a trail, sitting benches, and workout station located in the area designated as "Parcel 1" on the Master Plan ("Trail Area"); and (ii) the Trail Parking Area. Upon completion of the Trail Area, Developer shall dedicate the Trail Area to the City or other public entity agreed to by the Parties. The public use for the Trail Area will be governed by the public entity owning the Trail Area. The Trail Parking Area shall be owned and maintained by Developer or the HOA, but will be open for the public's use.

7.5.3 **Landscaping Details.** Developer shall install the following landscaping improvements throughout the Project: (i) xeriscaping and three (3) plants irrigated by a drip line system between the driveway areas of the Dwelling Units constructed in the District MF-1; (ii) grass or turf along the sides and rear of the Dwelling Units and Open Space constructed in the District MF-1; (iii) natural landscaping (not Kentucky Blue Grass), trees (as designated on the Landscaping Plan), and a waterwise irrigation system installed in the area designated as "Parcel 1" on the Landscaping Plan, which landscaping will be installed prior to Parcel 1's dedication to the City; and (iv) a landscaping buffer between the Project and Highway 89, as generally depicted on the attached *Exhibit F*.

7.5.4 **Street Light Details.** Developer shall install street lighting throughout the project in the locations generally depicted in the attached *Exhibit G-1*. All street lighting installed throughout the project shall comply with the standards described on the attached *Exhibit G-2* and the *Land Use Code*.

7.6 **Transit Right-of Way.** Developer is negotiating with various governmental and quasi-governmental agencies, including the Utah Department of Transportation and the Utah Transit Authority, regarding the purchase from Developer of an approximately 66-foot wide corridor east of the UIC-Bamberger railroad right-of-way (the "Transit Right-of-Way"), all or part of which is located on the Property. To the extent that Developer provides an easement or conveyance of property for public pedestrian and/or bicycle traffic on the Transit Right-of Way, the City agrees that such portion of the Property shall be included in Open Space. The City shall have the right to review and approve the final Transit Right-of Way purchase agreement for the purpose of confirming that future improvements on the Transit Right-of Way parcel will be restricted to trails, exercise stations, benches, pavilions and other improvements generally

consistent with open space, which approval will not be unreasonably withheld, conditioned or delayed. If Developer elects to convey an easement or a portion of the Property to facilitate the Transit Right of Way, then the conveyed portion will be deemed Open Space.

8. *City's Obligations.*

8.1 General Obligations. The City shall not impose any further conditions on the Project other than those detailed in this Agreement, unless agreed to in writing by the Parties. Developer shall remain bound by Applicable Law unless specifically agreed to otherwise herein.

8.2 City and Other Governmental Permits. The City shall (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the Preliminary Plat, Final Plat, or other required governmental approvals; (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City; and (c) promptly meet and consider such actions as required by Utah Municipal Code, applicable City Ordinances and the Utah Open Meetings Act to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. The City shall cooperate with Developer and contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be unreasonably denied.

8.3 Acceptance of Improvements. The City shall, after proper inspection and approval, accept dedication of all Transportation Improvements intended for the City and constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees.

8.4 System Improvements. The City shall not require Developer to construct or upsize any System Improvements, unless the City and Developer execute a reimbursement agreement on terms acceptable to Developer.

9. Restrictive Covenant and Restrictive Covenants. ~~9.~~ Developer shall, prior to the closing of Developer's construction loan for the Project, record covenants, conditions, and restrictions ("CC&Rs") against the Property. Developer shall provide a copy of the CC&Rs to the City. Developer covenants and agrees that, prior to the closing of Developer's construction loan for the Project, Developer shall, as part of its development of the Project and/or for the benefit of the City, perform or cause to be performed the following:

(a) Record restrictive covenants on the Project as provided in the Final Project Plans, in form and content reasonably satisfactory to the City.

(b) Record any easement on the Project as provided in the Final Project Plans, in form and content reasonably satisfactory to the City, for all other public improvements and public utility easements.

Developer shall provide the City with a proposed form of each of the foregoing easements and

restrictive covenants at least thirty (30) days prior to the submission of the Final Plat to the City. The City shall provide comments within ten (10) days of receipt of such proposed forms. The consent of the City to the forms of easement and restrictive covenants shall not be unreasonably withheld. The City acknowledges that the form of easements and covenants described in this Section will also be subject to the review and consent of the lender providing construction financing for the Project and the City agrees that the City's consent to changes requested by the Lender will not be unreasonably withheld.

9.

Formatted: Normal

10. Mortgage Protections. The City's rights pursuant this Agreement are expressly made subject and subordinate to the first priority lien of a Lender or its successor and assigns. Developer shall provide the contact information of the Lender to City within thirty (30) days of Developer obtaining a loan from the Lender. The City shall provide the Lender with thirty (30) days prior written notice of the City's intent to declare a default by Developer. Although otherwise effective with respect to Developer, no notice delivered to Developer shall affect any rights or remedies of the Lender unless a copy of such notice has been delivered to such Lender in accordance with the immediately preceding sentence. The Lender shall have the right to cure any default of Developer under this Agreement. The City will not unreasonably withhold its consent to provide such other assurance and protections to the Lender by means of an amendment to this Section or by separate agreement. Except for the subordination provided in this Section, in the event of a foreclosure by the Lender, this Agreement shall be binding on the Lender and its assigns, and any purchaser of the Property at foreclosure. The City will agree to allow the Lender to take a collateral security interest in this Agreement and, in the event of a default by Developer to the Lender, to allow the Lender, or a purchaser in foreclosure of the Lender's lien, to assume the obligations of this Agreement and to complete the Project pursuant hereto; provided that any such foreclosure purchaser has reasonably demonstrated that it has the development experience and financial ability to complete the Project in accordance with the terms of this Agreement. In the event of an assumption of this Agreement as permitted by this Section, the City agrees to perform its obligations under this Agreement to the Lender or to such purchaser and to make reasonable necessary extensions of deadlines under this Agreement.

10. 11. Upon execution of this Agreement and approval of all requirements under the City's MPC Zone Ordinance, this development, and its accompanying property, shall be zoned as an MPC Zone and designated and known as "MPC Orchards."

Formatted: Body Text

11. *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when personally delivered, or one day after sent by a reputable national overnight courier service to the address set forth below, or three (3) days after mailing if sent by registered or certified mail, return receipt requested, first class, postage prepaid to the address shown below, or when sent by e-mail at the e-mail address shown below provided that such e-mail is sent during the normal business hours of the party to whom it was sent, and electronic confirmation of the successful transmission of such e-mail is obtained:

If to the City, to:

Willard City
80 W. 50 S.
P.O. Box 593

Willard, UT 84340
Attn: City Manager
Email: cdavis@willardcity.com

With copy to:

Mann, Hadfield and Thorne
98 N. Main Street
Brigham City, Utah 84302
Attn: Colt Mund
Email: colt@mht-law.com

If to Developer, to:

Mike Schultz, Inc.
Attn: Mike Bastian
1877 W 4000 S
Roy, UT 84067
Email: mike.bastian00@gmail.com

With a copy to:

Snell & Wilmer LLP
Attn: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Email: wbudge@swlaw.com

or such other address or addresses as a Party may hereafter designate.

12. *Amendment.* The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. A memorandum of any amendment hereto must be recorded in the Box Elder County Recorder's Office to be effective.

13. *General Terms and Conditions.*

13.1 Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project (the "*Applicable Law*"), including the applicable City Code, resolutions, state law, and federal law.

13.2 Termination of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all Dwelling Units to be constructed in the Project and all Non-Residential Development has been completed, or (ii) ten (10) years from the date on which a memorandum of this Agreement is recorded with the Box Elder County Recorder's Office; provided, however, that if Developer is not in breach of any

material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years (as applicable, the “Term”). At the expiration of the Term, this Agreement shall automatically terminate and be of no further force and effect except for those provision herein that expressly survive this Agreement’s termination. When all Transportation Improvements have been constructed and accepted by City (after expiration of applicable warranty periods), the Developer and/or the subsequent Developer shall be released from and have no continuing obligations with respect to such improvements.

13.3 *No Assignment Without the City’s Written Consent.* The City is willing to enter into this Agreement because Developer has represented that it has the ability and experience to, and has committed to, develop the Project in accordance with the Concept Plan, the Master Planned Community Zone, this Agreement, the Ordinances and the Final Project Plans. Developer may not assign this Agreement or any of Developer’s rights hereunder without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignee approved by the City shall consent to be bound by the terms of this Agreement as a condition of the assignment. The City agrees that the City’s consent to any such assignment may be granted by the City’s Mayor and that the consent of the City Council or a public hearing process shall not be required. Any assignment consented to by the City shall not relieve Developer or transferee or successor of any obligations, conditions or restrictions set forth herein, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property, except to the extent such terms are specifically set forth in a writing approved and executed by the City with the approval of their governing bodies. The Property must at all times be under single ownership or a single owner agent, provided that any phase of the Project for which Developer has completed all of its obligations under this Agreement with respect to such phase may be sold by Developer without restriction of this Section. ~~Successors and Assigns. A memorandum of this Agreement shall be recorded against the Property. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy developed lots or units within the Project, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents. If any portion of the Property is transferred (“Transfer”) to a third party (a “Transferee”), except to an end-user of a site, the Transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the Transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, acknowledged by a notary public, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the Transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.~~

13.4 *Default & Remedies.* If a Party fails to perform their respective obligations under the terms of this Agreement (as applicable, the “Defaulting Party”), the non-defaulting Party shall provide written notice to the Defaulting Party specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. The Defaulting

Party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The Parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the Parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. If the City elects to consider terminating this Agreement due to an uncured default by Developer, then the City shall give to Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a material uncured Default has occurred and is continuing, City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

13.5 Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to Developer any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due, Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

13.6 Referendum or Challenge. The Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the City Council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon delivery of such notice of rescission pursuant to this Subsection 13.6, this Agreement shall automatically terminate whereupon the applicable Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the rezone of the Property or the approval of this Agreement, then either Party may terminate this Agreement by delivery of notice of rescission, whereupon this Agreement shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement.

13.7 Ethical Standards. Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

13.8 No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the

proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This Subsection 13.8 does not apply to elected offices.

13.9 Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This Subsection 13.9 shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, regulations, or this Agreement.

13.10 Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the First Judicial District Court of the State of Utah.

13.11 Third Party Rights. The Parties to this Agreement are Developer and City. There are no other intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements.

13.12 Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

13.13 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

13.14 Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City or the Developer.

13.15 Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement by and through their respective duly authorized representatives as of the day and year first hereinabove written.

DEVELOPER:

MIKE SCHULTZ, INC.,
a Utah corporation

By: _____
Name: _____
Its: _____

STATE OF UTAH)
):ss
CITY OF SALT LAKE)

On the ____ day of _____, 2023, personally appeared before me, _____, who being duly sworn, did say that he/she is the _____ of Mike Schultz, Inc., a Utah corporation, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

Notary Public

[Signature Page to Development Agreement]

CITY:

WILLARD CITY,
a political subdivision of the State of Utah

Name: _____
Its: _____

ATTEST:

Name

STATE OF UTAH)
):ss
COUNTY OF BOX ELDER)

On the ____ day of _____, 2023, personally appeared before me,
_____, who being by me duly sworn, did say that he/she is the
_____ of Willard City, a municipal corporation, and that said instrument was signed in
behalf of the Willard City by authority of its governing body acknowledged to me that the Willard
City executed the same.

Notary Public

[Signature Page to Development Agreement]

EXHIBIT A
(Legal Description of the Property)

East Parcel

Beginning at a point on the west line of U.S. Highway No. 89/91, which point is also the Southeast Corner of 8300 South Street Church Subdivision, a recorded subdivision in the office of the Box Elder County Recorder's Office, said point being North 88°40'58" West 182.43 feet along the section line and South 2195.35 feet from the North Quarter Corner of Section 11, Township 7 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South 1°33'14" West 28.42 feet along the west line of U.S. Highway 89/91:
Thence North 89°26'46" West 1.00 feet along the west line of U.S. Highway 89/91:
Thence South 1°33'14" West 693.00 feet along the west line of U.S. Highway 89/91:
Thence South 89°56'46" East 1.00 feet along the west line of U.S. Highway 89/91:
Thence South 1°33'14" West 699.18 feet along the west line of U.S. Highway 89/91:
Thence South 6°36'00" East 359.25 feet along the west line of U.S. Highway 89/91:
Thence South 7°30'30" West 660.95 feet along the west line of U.S. Highway 89/91 to the north line of 8700 South Street;
Thence North 89°09'12" West 644.04 feet along the south line of 8700 South street to the east line of the 66 foot right of way in favor to the State Road Commission of Utah by an Affidavit of Reverter recorded August 8, 1974 as Entry no. 41880H, in Book 265 at Page 431;
Thence North 17°34'53" West 2508.35 feet along the east line of the aforementioned 66 foot right of way:
Thence northerly 121.56 feet along the arc of a 2842.31 foot radius curve to the right, (center bears North 72°25'07" East and long chord bears North 16°21'22" West 121.56 feet, with a central angle of 2°27'02") along the east line of the aforementioned 66 foot right of way;
Thence South 88°08'15" East 1188.68 feet to the east line of 8300 South Street Church Subdivision and being a point on the center line of 8300 South Street as platted within said 8300 South Street Church Subdivision;
Thence South 1°33'14" West 33.00 feet along the west line to the Southwest Corner of 8300 South Street Church Subdivision;
Thence South 89°08'15" East 415.01 feet along the south line of 8300 South Street Church Subdivision to the point of beginning.

Contains 2,847,287 square feet, 65.365 acres.

West Parcel

Beginning at a point on the west line of the Union Pacific Railroad right of way, said point being North 88°40'58" West 1957.89 feet along the section line and South 2145.42 feet from the North Quarter Corner of Section 11, Township 7 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence southerly 179.27 feet along the arc of a 3008.31 foot radius curve to the left, (center bears North East and long cord bears South $15^{\circ}52'27''$ East 179.24 feet, with a central angle of $3^{\circ}24'51''$) along the west line of the Union Pacific Railroad right of way;
Thence South $17^{\circ}34'53''$ East 1595.03 feet along the west line of the Union Pacific Railroad right of way;
Thence North $89^{\circ}57'40''$ West 307.64 feet to the east line of the Interstate 15/84 Freeway;
Thence North $17^{\circ}36'16''$ West 523.18 feet along the east line of the Interstate 15/84 Freeway to a Right of Way Marker;
Thence North $12^{\circ}28'03''$ West 386.20 feet along the east line of the Interstate 15/84 Freeway to a Right of Way Marker;
Thence northerly 826.15 feet along the arc of a 5611.27 foot radius curve to the right, (center bears North $77^{\circ}14'51''$ East and long chord bears North $8^{\circ}34'26''$ West 825.41 feet, with a central angle of $8^{\circ}26'09''$) along the east line of the Interstate 15/84 Freeway;
Thence South $88^{\circ}08'15''$ East 141.51 feet to the point of beginning.

Contains 435,407 square feet, 9.996 acres.

[illegible]

EXHIBIT C
(*Landscape Plan*)



EXHIBIT D
(Zone Standards)

MASTER PLANNED COMMUNITY (MPC) ZONING RESTRICTIONS			
Use Standards			
"P" = Permitted Uses "C" = Conditional Uses "A" = Applies "-" = Not permitted			
		R-1-13	R-MF-1
ACCESSORY USES			
	Accessory Buildings and uses customarily incidental to permitted uses other than those listed below Swimming Pool	P C	P C
	Accessory buildings and uses customarily incidental to conditional uses	C	C
	Temporary buildings for uses incidental to construction work, including living quarters for guard or night watchman, which building must be removed upon completion or abandonment of the construction work.	C	C
SPECIAL USES			
	The tilling of the soil, the raising of crops, horticulture and gardening	P	P
	Home Occupation	C	C
	Household pets	P	P
	Parks/Open Space	P	P
RESIDENTIAL			
	Detached Single-family dwelling	P	P
	Attached Single-family dwelling	-	P

Dimensional Standards			
		R-1-13	R-MF-1
AREA REGULATIONS			
	The minimum lot area in square feet for a single-family dwelling structure in the district shall be	13,000 sq. ft.	NA
WIDTH REGULATIONS			

	The minimum width in feet for any lot, except as modified by planned unit developments, shall be	70'	NA ¹
FRONTAGE REGULATIONS			
	The minimum width of any lot at the street right-of-way line in feet in the shall be	40'	NA ²
FRONT YARD REGULATIONS			
	The minimum depth in feet for the front yard for main buildings, that have garage access in the front, shall be	25'	20'
	The minimum depth in feet for the front yard for main buildings, that have garage access in the rear, shall be	25'	8'
	Accessory buildings may have the same minimum front yard depth as main buildings if they have the same side yard required for main buildings; otherwise they shall be set back the following number of feet from the rear of the main building	8'	8'
	On corner lots, main buildings shall have two front yards, and one rear yard, and one side yard	A	A
REAR YARD REGULATIONS			
	The minimum depth in feet for the rear yard shall be	15'	15'
	Accessory buildings may have a minimum setback of 1 foot provided that all drainage from them stays on the lot and there is at least 10 feet distance to another accessory building on an adjacent lot	A	A
	Provided that on corner lots which rear on a side yard of another lot accessory buildings in all such districts shall be located not closer than 10 feet to such side yard	A	A
SIDE YARD REGULATIONS			
	The minimum side yard in feet for any	8'	-

¹ There is no minimum yard width in the R-MF-1 District and each lot will have a unit count as depicted on the Master Plan.

² There is no minimum frontage in the R-MF-1 District and each lot will have a unit count as depicted on the Master Plan.

	detached dwelling shall be		
	The minimum distance required between the sides of the attached dwelling units.	-	14'
	The minimum side yard in feet for a private garage shall be 6 feet to the rear of the main buildings	A	A
	No private garage or other accessory buildings shall be located within 10 feet to a dwelling on an adjacent lot	A	A
	On corner lots, main buildings shall have two front yards and one rear yard, and one side yard	A	A
HEIGHT REGULATIONS			
	The Maximum height for all buildings and structures shall be 35 feet or 2½ stories	A	A

EXHIBIT E
(Townhome Elevations)³



³ The following are examples of townhomes that may be constructed, but these examples may not reflect the style, design, or color of townhomes Developer may construct. All townhomes will be a maximum of 2 stories with attached 1 or 2 car garages.

 ARCHITECTURAL FIRM	PROJECT:	CLIENT:	
	PLAN: 6 PLEX - BUILDING 2	STATUS: FOR REVIEW	DATE: 07.24.2020
	SHEET: FRONT AND REAR ELEVATIONS		
SCALE: 1/8" = 1'-0"			



FRONT ELEVATION



REAR ELEVATION

 JEFFERY A. SMITH PROFESSIONAL ENGINEER LICENSE NO. 100000000000000 STATE OF TEXAS	PROJECT: CASTLE CREEK HOMES	
	CLIENT: CASTLE CREEK HOMES	
	STATUS: FOR REVIEW	
	DATE: 07.24.2020	
PLAN: 8 PLEX - BUILDING 3		

1

SHEET: FRONT AND REAR
 ELEVATIONS
 SCALE: 1/8" = 1'-0"

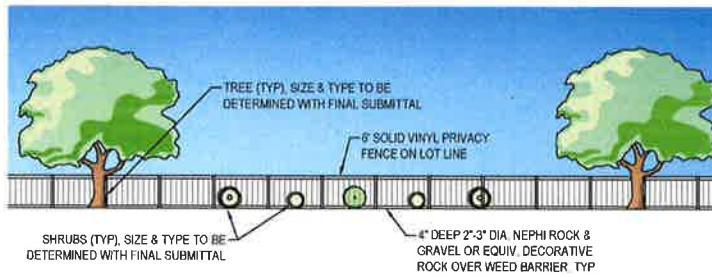


FRONT ELEVATION
1/8" = 1'-0"



REAR ELEVATION
1/8" = 1'-0"

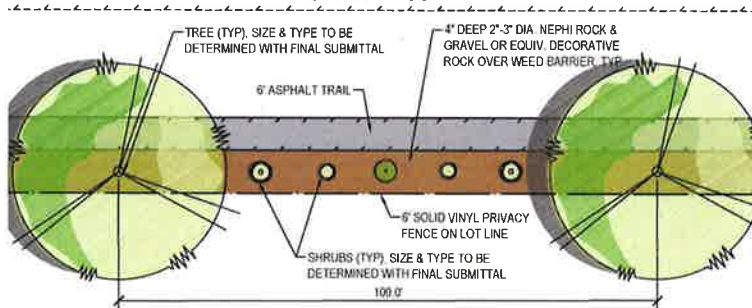
EXHIBIT F
(Landscape Buffer)



TYPICAL HIGHWAY 89 LANDSCAPING BUFFER - ELEVATION

SCALE: 1"=20'

HIGHWAY 89



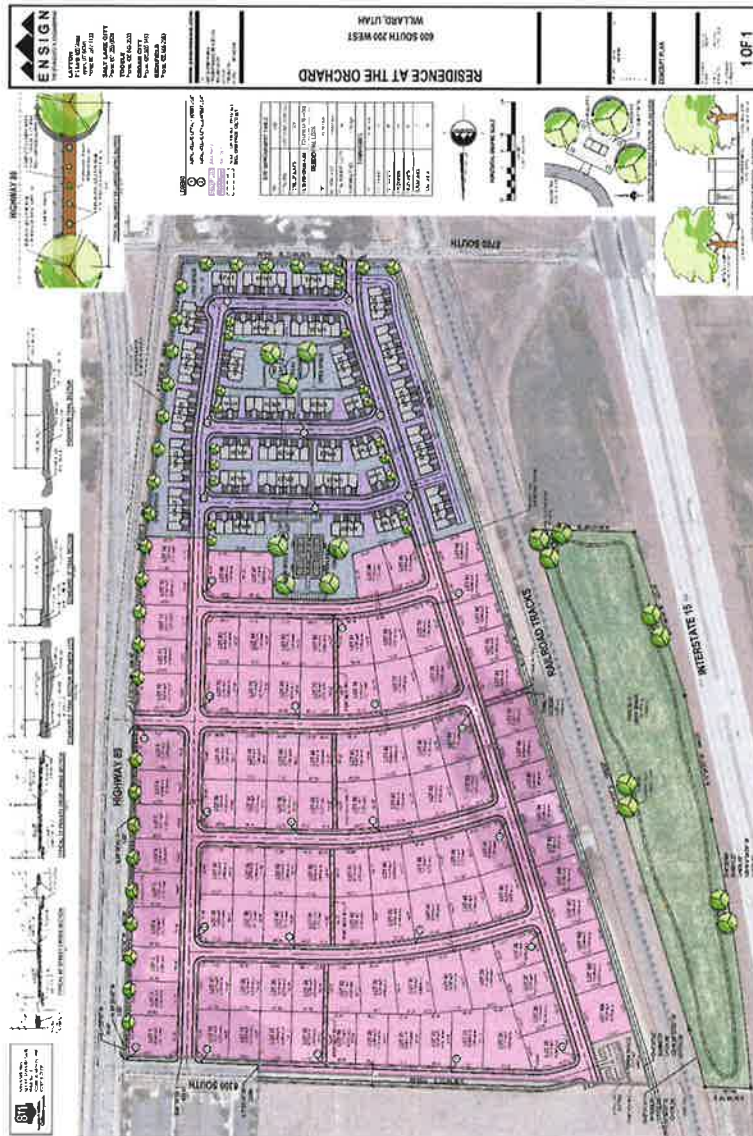
TYPICAL HIGHWAY 89 LANDSCAPING BUFFER

SCALE: 1"=20'

PROJECT # L2124 DATE 9/22/22 1 OF 1 FILE	RESIDENCE AT THE ORCHARD 800 SOUTH 200 WEST WILLARD, UTAH DRAWING	FOR: CASTLE CREEK HOMES 1186 WEST 5450 SOUTH, SUITE 103 ROY, UTAH 84607 MIRE BASTIAN 801-545-8755	819 North 400 West Layton, UT 84041 Phone: 801.547.1100 Fax: 801.593.6315 www.ensignutah.com
--	---	--	--



EXHIBIT G-1
(Street Lighting Plan)



MASTER CONDITIONAL USE PERMIT SPREADSHEET								
No.	Address	Applicant	Application Date	Fee	Approval Date	Type	Status and Review Date	Parcel No.
	51 North Main	Moyes, Jeff & Brenda	7/26/2022	\$25.00 PD	9/1/2022	Automobile Repair Shop	Active	02-047-0177
	53 North 100 West	Braegger, Josh	5/28/2020	\$25.00 PD	Approved 6/19/20	Multi-Family (Basement Apartment)	Active Reviewed 9-12-23	02-047-0074
	55 South 100 East	Braegger, Kenneth			Approved 2/5/16	Contractor - Home Business	Active Reviewed 10-5-23	02-050-0074
	105 South 100 East	Loveland, Judy	9/16/1996		Approved 9/20/96	Auto Repair - Home Business	Active Reviewed 10-19-23	02-050-0008
	110 South 200 West	Gilbert, Brian	4/20/2023	\$25.00	Approved 5/18/23	Detached Accessory Dwelling Units	Active	02-051-0008 and 02-051-0242
	110 South 250 West	Heath, Trisha	5/18/2018		1/9/2019	Multi-Family Dwelling	Active	02-053-0003
	155 South Spring Street (135 S 100 E)	Dean, Blair & Kathy Davis	6/21/1999		9/23/2005	Single Family Home On Sensitive Land	Active	02-050-0077
	188 South 250 West	Hansen, Lindsey B.	5/3/2006	\$25.00		Single Family Dwelling	Active	02-054-0021
	234 South 100 East	Olson, John	3/3/1989	\$25.00	3/22/1989	Business Trailer	Active	02-051-0126
	300 East 750 North	Granite Construction Company			11/3/2015	Concrete Batch Plant	Active	02-045-0005
	344 East 300 North	Merritts, Bill & Shelley	4/8/1993		5/10/1993	Single Family Dwelling on Sensitive Land	Active	02-048-0005
	370 North Main	Perry, Peggy Jo	10/28/2005	\$25.00	Approved 11/18/05	Fruit Stand	Active	02-046-0079
???	426 North 200 West	Thurgood, Ryan			1/24/2007	Home Occupation - Construction Business	Active	02-046-0080
	450 North 200 West	Radtke, Robert and Suzie	9/25/2014	\$25.00 PD	10/6/2014	Alpaca Farm	Active	02-046-0047 & 0084
	481 North 200 West	Beard, Lynn			Approved 2/5/15	Multi-Family Dwelling/Duplex	Active	02-046-0075
	500 East 625 South	Nielsen, Darrell (Now Staker Parson)	3/20/1980		4/11/1989	Gravel Removal	Active	02-049-0001 & 02-053-0044
???	500 South 200 East	Wilkes, Melissa			3/15/2015	Home Occupation	Active	02-053-0029
	550 North 200 West	Kilpack, Lee	2/16/2018	\$25.00		Multi-Family/Basement Apartment	Active	02-046-0046
	620 North 200 West	Kapp, Neldon & Jan	6/24/1905		2002	Building Permit	Active	02-046-0005
	683 North Main	Palmer, Morgan	2/9/2021	\$25.00 PD	Approved 5/6/21	Wedding Reception Center	Active	02-046-0102
	740 North Main	Grimes, Mike	7/19/1996		9/17/1996	Used Vehicle Sales	Active	02-046-0015
	747 South Main	Gilbert, Scott; Gilbert, Dustin; Russell, Dee	3/22/2016	\$25.00 PD	4/5/2016	Accessory Building	Active	02-053-0059
	769 North Main				2/7/2020	RV Campground	Active	02-041-0067

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

January 8, 2019

CONDITIONAL USE PERMIT

ISSUED TO:

Trisha Heath 110 South 250 West

Willard Utah 84340

Parcel # 02-053-0003

This Conditional Use permit is issued to Trisha Heath for an addition on to a home at 110 South and 250 West in Willard City that will creating a Multi Family Dwelling for additional family members

The Conditions are as follows.

1. The residence will be owner occupied.
2. There will be separate utility hookups for each unit and separate impact fees for each.

Trisha Heath

APPLICANT SIGNATURE

1-9-19

DATE

Bryce Whaley

WILLARD CITY PLANNER

1-9-19

DATE

RECEIVED MAY 21 2018

WILLARD CITY PLANNING COMMISSION
APPLICATION FOR PLANNING COMMISSION HEARING

Application Date:

5/18/2018

Assessor's Parcel Number

020540003

Applicant:

Trisha Heath

Parcel Legal Description

See attached

Mailing Address

PO Box 643

Willard, UT 84340

Project Address

110 So. 250 W.

Phone Number

435-730-8000

Cell Phone

435-730-8000

I hereby request a hearing before the
Willard City Planning Commission in
behalf of my application for:



Conditional Use Permit \$25 Fee



Lot Line Adjustment \$25 Fee



Other Fee variable, \$25 Min.



NOTE: Fees will be charged on each application and are non-refundable. Additional applications on the same project will be considered as new applications and be charged accordingly. All applications, with required data and fees, must be filed in the Willard City Office at least two weeks prior to the scheduled hearing date.

Project description: (Attach additional sheets, as required.)

Complete Applicant Affidavit on back of this page.

I need to attach additional living space for me and my family. We would connect to the garage and house. It is needed to provide better in-home care to parents and brother due to health issues. Also, to make home improvements for wheelchair accessibility and safety during winter. A bathroom, kitchen and new hearing will be put on the rooms presently attached to the garage. The living quarters for the rest of the family will be built west of that.

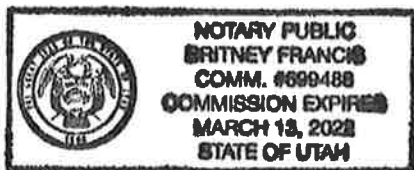
APPLICANT'S AFFIDAVIT

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

I, (we) Trisha Heath, being duly sworn, depose and say that I, (we) am (are) the owner(s)*, or authorized agent(s) of the owner, of property located at 90 W. 100 S. in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

SIGNED Trisha Heath
Property Owner(s)

AGENT _____



Subscribed and sworn before me this 18th day of May 2018
Britney Francis
Notary Public

Residing in Tremonton, Utah
My commission expires: March 13, 2022

* May be owner of record, contract owner, part to valid earnest money agreement, option holder or have other legal control of property.

AGENT AUTHORIZATION

I, (we) _____, the owner(s) of real property described above, hereby appoint _____, as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before any Willard City Boards considering this application.

SIGNED _____
Property Owner(s)

Subscribed and sworn before me this _____ day of _____ 20 ____

Notary Public

Residing in _____
My commission expires: _____

Tax Account

RECEIVED MAY 21 2018

Summary

Account Id R0007864

Parcel Number 020540003

Owners HEATH TRISHA A

Address 90 W 100 S
WILLARD, UT 84340

Situs Address 110 S 250 W

Legal ALL THAT PT OF THE FOLLOWING DESC TRACT LYING E OF OSLRR R/W. BEG AT A PT 30 RDS 12 FT S OF NE COR OF SEC 27 T08N R02W SLM, W 105 RDS 9 1/2 FT INC THE AMOUNT OWNED BY OSLRR, S 12 RDS 14 FT, W 9 RDS 7 FT, S 19 RDS 16 FT, E 50 RDS TO W FENCE OF OSLRR, N18 1/2*W ALG OSLRR FENCE 20 RDS 8 FT, E 100 RDS 10 FT TO THE E/L OF LT 07 BLK 13 PLT A WTS, N 12 RDS 9 FT TO WHAT IS KNOWN AS THE S/L OF THE HARDING FARM & NE COR OF SD LT 07, W 28 RDS 4 FT TO POB, CONT 8.00 AC.

Inquiry

As Of 04/27/2018



Total Due \$0.00

Value

Area Id	Tax Rate	
132 - WILLARD	0.0128500000	
	Actual	Assessed
LAND RESIDENTIAL - 1	50,000	27,500
RESIDENTIAL BUILDING - 3	123,824	68,103
III IRRIGATED - I3	262,500	4,140
Total Value	436,324	99,743
Taxes		\$1,281.70



Figure 14: Buildable lots overlooking Interstate 15 and Willard Bay

Future Land Use

The following map details the guide for future land use occurring in Willard City. These uses are reflective of both current uses and the pressures that the City faces as the Wasatch front continues to grow and change. Each of the land uses shown on the map are described in detail. This map was created with strong community input and through several drafts in cooperation with the City Council and Planning Commission, respectively. The map is based on the Land Use related goals that were listed at the beginning of the Land Use chapter. These are:

- **Land ownership and recognition and respect for private property rights.**
- **Existing land uses and the community's needs for housing, nonresidential land uses, including commercial and industrial activities, parks and open space, governmental facilities and services, and other land uses.**
- **Existing zoning patterns and consistencies between regulations and the community's vision.**
- **Regional development plans and pressures, and changing land use preferences; and The**
- **realities of direct and indirect connections between land uses and transportation need**

October Draft

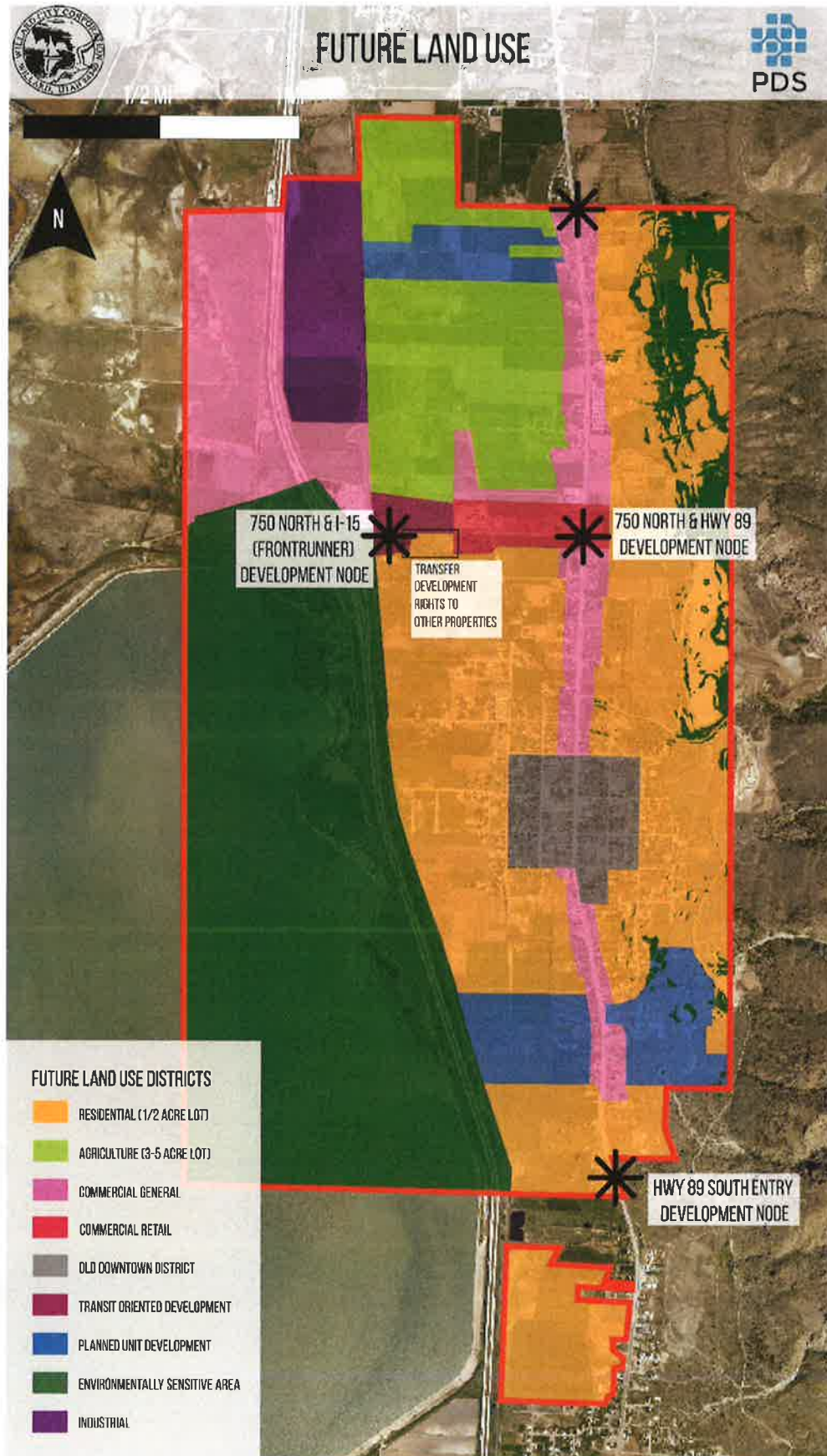
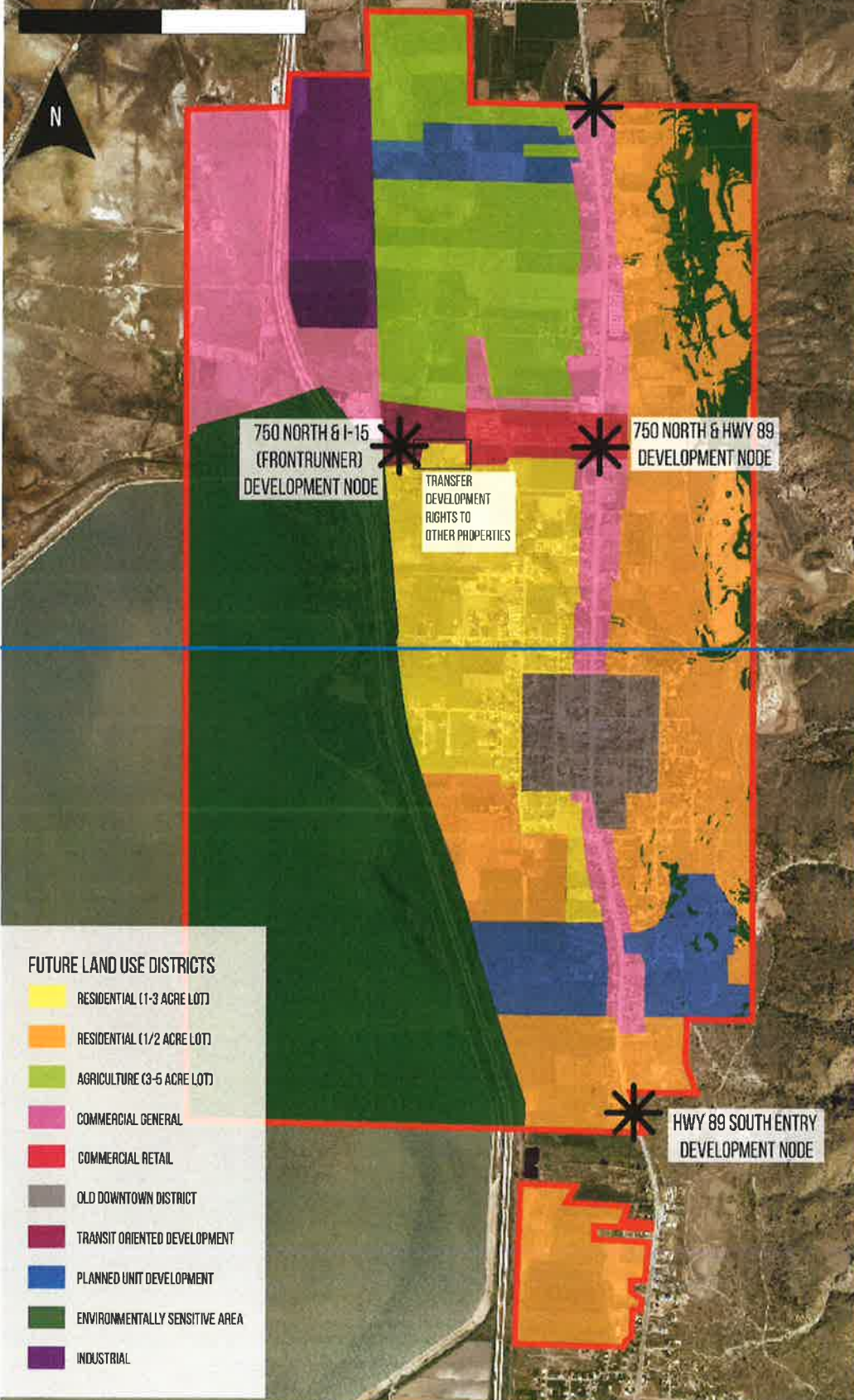


Figure 15: Willard Future Land Use Map (2023)



FUTURE LAND USE

1 1/2 MI



DELETED

~~Figure 15: Willard Future Land Use Map (2023)~~

Residential:

The Future Land Use Map provides ~~one (1) two (2)~~ residential districts, Residential ~~(1-3 acre lot)~~ and Residential (0.5- 1 acre lot). For ~~this each~~ residential district, the lots sizes ~~identified~~ are minimum required standards.

The purposes of the ~~Residential (0.5- 1 acre lot) two (2)~~ residential districts ~~is are similar~~, to recognize existing development patterns and provide residential settings that are safe, attractive, convenient, and in desirable locations for long-term residential enjoyment, uses and associated activities. As these areas continue to develop, they must provide access to required transportation and circulation systems, including active transportation facilities, including trails, and biking routes.

~~Residential 1-3 acre lot – Recommended Use/Density – Residential (and associated activities) / One Dwelling Unit per 1-3 acres, and larger for owners seeking property assessment under the Utah Farmland Assessment Act or Greenbelt Act.~~

Residential 0.5-acre lot – Recommended Use/Density – Residential (and associated activities) / One Dwelling Unit per 0.5 acres – 1 acre, and larger for owners seeking property assessment under the Utah Farmland Assessment Act or Greenbelt Act.

Agriculture:

"Willard City has a rich rural, agricultural history. The citizens have worked to maintain the rural and small-town qualities of the City" (Annexation Policy Plan). Residents desire to continue to recognize ~~that the~~ heritage of areas where rural pursuits, agricultural activities, and the grazing of animals are allowed and protected.

Maintaining the small-town and rural ambiance will not be easy as the City faces constant growth pressures from the north and south. City officials and residents must remain committed to protecting the small-town qualities of their City and protecting the City's agricultural heritage. This Plan provides various policy statements to guide future land use and community decisions applicable to the City's Agricultural Heritage Areas.

The Agriculture District (Future Land Use Map) provides areas of the City determined appropriate to provide opportunities for low density residential development patterns (minimum lot size 3 – 5 acres) and the protection of viable agricultural soils. The Agriculture area promotes agriculture, as determined by the landowner, based on the area used for viable agriculture, ~~and~~ the opportunity to qualify such areas under farmland, or green-belt, property taxation assessments. Agriculture ~~provides protection for~~ protects existing agricultural and rural activities and uses, including alfalfa and other cropping, orchards, and associated fruit and produce stands, vegetable gardens, and the keeping of animals.

Recommended Use/Density – Residential (and associated activities) / One Dwelling Unit per 3 to 5 acres, and larger for owners seeking property assessment under the Utah Farmland Assessment Act or Greenbelt Act.

Commercial:

Two (2) “Commercial” districts are provided. “Commercial General” provides an opportunity ~~for the establishment of~~ to establish various nonresidential uses. These uses may include professional and government offices, light industrial, and various other nonresidential activities that are determined compatible with their adjacent Agriculture and Residential Use categories. The “Commercial Retail” district is provided for the exclusive use of retail sales of commercial goods and services. Both the Commercial General and Commercial Retail districts require e that any ~~uses proposed to be located~~ proposed uses on Highway 89 and 750 North Street must demonstrate and include necessary vehicular and pedestrian safety strategies in all site development plans.

Recommended Use/Intensity – Commercial uses, complying with the intensity standards of the City’s ordinances, as adopted.

Old Town District:

The area bounded by 200 North, 200 South, 200 East, and 200 West Streets is recognized as the City’s historic core. ~~Presently, this~~ This area includes a mix of uses, including residential, commercial, and civic activities, including the elementary school and City Hall. This area contains historic buildings and features, including excellent examples of the City’s rock-built homes and the City’s original “grid pattern” of streets and lots.

Willard’s Old Town District is centrally located. All efforts must be made to protect ~~the continued integrity and amenity of this area~~ this area’s continued integrity and amenity. Designated on the National Register of Historic Places, the City shall work closely with various historic preservation agencies, including the Utah Division of State History, to protect, preserve, and enhance this area. The Old Town District must continue to be fully recognized and acknowledged in the City’s history and as a centrally located civic gathering place.

Recommended Use/Density – Residential (and associated activities) / One Residential Dwelling Unit per 15,000 square feet.

Transit Oriented Development:

The Utah Transit Authority (UTA) has determined the location at ~~the~~ Interstate 15 (I- 15) and 750 North Street as a location for UTA’s FrontRunner station. The UTA desires to work with Willard City to promote this area as a desired location for a ~~transit-oriented~~ transit-oriented neighborhood.

The provision of ~~higher-density~~ higher-density residential uses associated with various compatible nonresidential activities is reminiscent of the nation’s historical development patterns with residential dwellings with convenient access to required supporting services.

This pattern encourages efficiencies in providing necessary utilities and services, supporting ~~pedestrian~~pedestrian, and biking convenience, and avoiding inefficiencies in ~~the use of~~ land, water, and other services.

The City provides a Transit-Oriented Development Zone (TOD). This zone is intended to provide a variety of uses in proximity to various public transit services, including the UTA's Willard City Front Runner Station. ~~A variety of~~Various residential uses and dwelling unit types can be offered, including providing moderate-income and affordable housing opportunities. Residential ~~use~~ areas will integrate ~~commercial~~commercial uses, including compatible local and regional shopping and professional offices.

Recommended Use/Intensity – A variety of compatible residential and nonresidential uses. Density and intensity of use is not predetermined but shall be established during the project and site plan approval processes, complying with the intensity standards of the City's ordinances, as adopted.

Planned Unit Development – Master Planned Zoning:

The Future Land Use Map, 2022, provides three (3) areas for Master Planned Development opportunities. With the required General Plan amendment other areas of the City may also be appropriate for flexibly designed projects. For Willard City the Master Planned Zone can foster innovative subdivision and development designs by providing opportunities for a variety of residential densities and housing unit types. The Master Planned Zone allows development flexibility. In exchange, development must provide beneficial amenities for the development itself, the neighborhood, and for the City. Such amenities may include the protection of sensitive areas, parks and open spaces, infrastructure enhancements, design, and other benefits determined advantageous by City officials.

Recommended Use/Density – A variety of residential uses and housing types are allowed. Density shall be determined in conjunction with the project, neighborhood, and City benefits voluntarily being provided, complying with the intensity standards of the City's ordinances, as adopted.

Environmentally Sensitive Areas:

Lands designated as Environmentally Sensitive are so designated because of a naturally occurring landscape feature. These include the waters of Willard Bay, areas of steep slopes, high groundwater, and lands subject to seasonal or intermittent flooding. ~~The waters of Willard Bay are managed by the authorities of the State of Utah~~The authorities of the State of Utah manage the waters of Willard Bay. Included are the areas managed by Utah State Parks immediately adjacent to Willard Bay and including the Willard Bay State Park and its associated recreational and camping areas. An area of steep slopes exists on the eastern most boundary of the City. If any private parcels exist in these steep slope areas, and access is safely available, the allowed residential density is one (1) dwelling unit per 40 acres. If any area is identified as suitable for any residential use several goals must be achieved, the most important being to protect the personal safety and property of all persons residing in any environmentally sensitive area. As secondary goals, activities occurring on



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 19, 2023 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

1 The meeting was a regular meeting designated by resolution. Notice of the meeting was provided 24 hours
2 in advance. A copy of the agenda was posted at City Hall and on the State of Utah Public Meeting Notice
3 Website.

4
5 The following members were in attendance:

6
7 Sid Bodily, Chairman

8 Diana Baker

9 Chandler Bingham

10 Chad Braegger

11 Alex Dubovik

12 Brian Gilbert

Chris Davis, City Manager

Colt Mund, City Attorney

Bryce Wheelwright, City Planner

Michelle Drago, Secretary

13
14 Excused: Blake Harrop and Zack Hulsey

15
16 Others in attendance: Ken Ormond; Ruth Ormond; Jim Surrage; Jackie Surrage; Robert Radtke; Susie
17 Radtke; Dorothy Call; and Rew Wiley.

18
19 The meeting was called to order at 6:32 p.m.

20
21 1. PRAYER: Chandler Bingham

22
23 2. PLEDGE OF ALLEGIANCE: Chad Braegger

24
25 3. GENERAL PUBLIC COMMENTS

26
27 There were no comments.

28
29 4. CITY COUNCIL REPORT

30
31 There wasn't one.

32
33 5A. CONSIDERATION OF A PRELIMINARY PLAT FOR PEACOCK SUBDIVISION LOCATED AT
34 APPROXIMATELY 103 EAST 100 NORTH (PARCEL 02-048-0012)

35
36 Time Stamp: 04:01 10/19/2023

37
38 Bryce Wheelwright, City Planner, noted that the applicant was not in attendance. Leland Davies wanted to
39 divide the property he owned at 103 East 100 North into two parcels. Both parcels would have the minimum
40 half-acre required by the Zoning Ordinance, and both lots would have the required 100 feet of frontage.
41 The subdivision had been reviewed by the SLUA (Subdivision Land Use Authority), and it recommended
42 that the preliminary plan be approved. Mr. Wheelwright said there was an old shop on the property, which
43 would be located on the new lot

44
45 Commissioner Baker asked where a new home could be built. Bryce Wheelwright said there was room for
46 a home on the north side of the shop.
47



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 19, 2023 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Bingham remembered that the shop had burned down and was condemned. He asked if the shop had been rebuilt. Bryce Wheelwright said that Mr. Davies had hired Mountain View Engineering to do the steel work for the shop, and he had done some work on the shop.

Commissioner Baker asked if Mr. Davies had a prospective buyer. Mr. Wheelwright did not know.

Bryce Wheelwright stated that there was a water meter for the new lot, but the water had never been hooked up.

Chairman Bodily asked if the Planning Commission had any comments.

Commissioner Braegger didn't see any issues. Both lots had the required frontage and size.

Commissioner Bingham stated that during the SLUA meeting, the Fire Chief noted that the City had never received documentation that the shop had been repaired to code. Bryce Wheelwright did not feel the condition of the shop would affect the subdivision. Commissioner Bingham felt the City should ensure the shop complied with the Building Code if the shop was going to be sold with the new lot.

Commissioner felt a building permit would have been required to repair the roof. Bryce Wheelwright said the City had received engineering documentation from Mountain View Engineering when a permit was issued for the roof.

Commissioner Baker asked if Mr. Davies planned to retain ownership of the shop. Bryce Wheelwright stated that the shop would be located on the new lot.

Commissioner Bingham moved to approve the preliminary plat for the Peacock Subdivision located at approximately 103 East 100 North (Parcel 02-048-0012). Commissioner Gilbert seconded the motion. All voted "aye." The motion passed unanimously.

5B. CONSIDERATION OF A CONDITIONAL USE PERMIT FOR JACKIE SURRAGE TO OPERATE A FOOD TRUCK AT APPROXIMATELY 725 SOUTH MAIN (PARCEL 02-053-0009)

Time Stamp 11:08 10/19/2023

Bryce Wheelwright stated that Jackie Surrage had started a food trailer business. She had a home occupation license, which allowed her to use her home as an office for her business. She had been operating at the Anderson Livestock Auction in South Willard. She now wanted to operate the food trailer at her home so she had applied for a conditional use permit. A conditional use permit would allow her to park her food trailer at different places in Willard City. Jackie had received permission to park her food trailer on her neighbor's property, which was owned by Michelle Brieder and was zoned Commercial Neighborhood. Jackie's food trailer had been inspected and approved by the Bear River Health and Willard City Fire Departments. Ms. Surrage's application had been reviewed by the Conditional Use Permit Review Committee. The Committee recommended that it be approved.

Chairman Bodily stated that he had attended the Conditional Use Permit Review Committee meeting. The CUP discussed parking, hours of operation, and required inspections.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 19, 2023 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Dubovik asked if the trailer would be parked at various locations. Jackie Surrage stated that on Sunday, Monday, and Wednesday, the food trailer would be parked on her neighbor's property. On Tuesday, it would be at Anderson Livestock.

Commissioner Dubovik moved to approve a conditional use permit for Jackie Surrage to operate a food trailer at 725 South Main. Commissioner Braegger seconded the motion. All voted "aye." The motion passed unanimously.

5C. REVIEW OF A CONDITIONAL USE PERMIT ISSUED TO JUDY LOVELAND FOR A HOME OCCUPATION-AUTO REPAIR BUSINESS LOCATED AT 105 SOUTH 100 EAST (PARCEL 02-050-0008) ISSUED ON SEPTEMBER 20, 1996

Time Stamp: 15:08 10/19/2023

Bryce Wheelwright stated that Willard City issued a conditional use permit to Judy Loveland on September 20, 1996, to operate an auto repair business at 105 South 100 West. Today the property was owned by Jean Loveland. The auto repair shop was currently closed. He had tried to reach Jean Loveland to see if they wanted to keep the conditional use permit.

Chris Davis stated that he had just texted Jean Loveland and asked if she wanted to keep the conditional use permit for the auto repair business. Her answer was, "Yes."

Chairman Bodily said there had been some issues many years ago. Bryce Wheelwright stated that the sheriff had inspected the shop and determined that everything was okay.

Commissioner Braegger asked about changing the name on the conditional use permit. Commissioner Dubovik asked if changing the name would require a new conditional use permit. Colt Mund said a new conditional use permit was not needed as a conditional use permit ran with the land. The City's records just needed to reflect the new owner.

6. CONSIDERATION AND APPROVAL OF THE OCTOBER 5, 2023, REGULAR PLANNING COMMISISON MINUTES

Commissioner Baker moved to approve the October 5, 2023, minutes as written. Commissioner Gilbert seconded the motion. All voted "aye." The motion passed unanimously.

7. COMMISSIONER/STAFF COMMENTS

Time Stamp: 18:54 10/19/2023

Bryce Wheelwright

Bryce Wheelwright stated that the General Plan and Future Land Use Map had been updated by Dr. Parker per the recent Planning Commission and City Council work sessions. Chris Davis had emailed an updated draft to all of the Planning Commission members. A hard copy of the Future Land Use Chapter had been provided for all of the members in attendance. Consideration of the changes would be on the next agenda.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 19, 2023 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Chris Davis

Chris Davis stated that on October 4th, Sid Bodily signed paperwork making the Planning Commission the Economic Opportunity Advisory Board so that Willard City could apply for a \$200,000 Rural Opportunity Grant, with a 20% match. The grant would be administered by Lewis Young Robertson and Burningham along with the City's lobbyist Lincoln Shurtz. The grant would pay for a plan to determine what kind of businesses would be attracted to Willard and the necessary zoning.

Colt Mund

Did not have any comments.

Commissioner Gilbert

Did not have any comments.

Commissioner Baker

Did not have any comments.

Commissioner Braegger

Did not have any comments.

Commissioner Dubovik

Commissioner Dubovik stated that he had gone through the Master Plan Community Ordinance and found a few typos that needed to be taken care of. The Planning Commission had discussed an impression that the ordinance required a master plan community to comply with the current zone. That impression is incorrect. A master planned community had to be consistent with the General Plan, not the zone. If someone applied for a master plan community in an A-5 Zone and requested R ½ lot sizes, the City could approve it if it was consistent with the General Plan and it found there were compelling reasons to do so.

Colt Mund felt that was a fair assessment. He planned to meet with Susan to correct the typos and formatting.

Commissioner Dubovik stated that he and Commissioner Hulsey were going to review the General Plan DRAFT with Colt Mund. He asked if Mr. Mund could consolidate their recommended changes. Mr. Mund said he would do whatever they wanted him to do. Commissioner Dubovik said he would send their redlines to Colt Mund and Michelle Drago so everyone could see the changes.

Commissioner Bingham

Did not have any comments.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, October 19, 2023 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Chairman Bodily

Chairman Bodily stated that there were cables hanging down in several places in the City. He didn't think they were dangerous, but they needed to be cleaned up. Bryce Wheelwright stated that the City staff had been in touch with Century Link regarding the City's phone service. Hopefully Century Link would take care of the cables with they came to repair the phones.

8. ADJOURN

Commissioner Baker moved to adjourn at approximately 6:57 p.m. Commissioner Dubovik seconded the motion. All voted in favor. The motion passed unanimously.

Minutes were read individually and approved on: _____

Planning Commission, Chairman
Sid Bodily

Planning Commission Secretary
Michelle Drago

dc:PC 10-19-2023