

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

NOTICE

Notice is hereby given that the Subdivision Land Use Authority (SLUA) of the Willard City Corporation will hold a special meeting at Willard City Hall, 80 West 50 South, on Thursday, May 30, 2024. Said meeting shall start at 3:00 p.m.

Agenda is as follows:

1. Call to order:

2. Business:

- a. Consideration of a concept plan for the TJD Estates located at approximately 352 West Center Street (Parcel No. 02-057-0010)
- b. Consideration of a preliminary plan for Granite Ridge Subdivision Phase 6 located at approximately 675 South 450 East (Parcel Nos. 02-053-0014 and 02-053-0069)
- c. Consideration of a concept plan and rezone request from R1/2 to MPC from Heritage Land Development for approximately 48.19 acres located at approximately 300 South 300 West (Parcel Nos. 02-051-0062, 02-051-0085, 02-051-0264, 02-051-0004, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, 02-054-0013)
- d. Consideration and approval of April 25, 2024, minutes

3. Adjourn

SLUA Meetings: Held as needed based on applications.

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice 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 24th day of May, 2024.

/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.

ITEM 2A

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

PLANNING COMMISSION

SUBDIVISION APPLICATION

Application Date MAY 22, 2024 Proposed Subdivision Data
Applicant CRAIG & STORY / DEARDEN Subdivision Name TJD ESTATES
Mailing Address Application Level (check one)
352 W. Center ST Sketch Plan
Willard, UT 84340 02-057-0010 Date 5/23/24
Project Address Approval _____
SAME AS ABOVE Preliminary Plat *

*Not required for In-fill subdivisions.
Email Address CLDEARDEN@gmail.com Date _____
Phone 801-726-7011 Approval _____
Cell _____ Final Plat
Fax _____ Date _____
Approval _____
Assessor Parcel Number _____
Number of lots _____

Fee Computation

	Administrative	Engineering	Attorney	Total
Sketch Plan	\$50 + \$2/acre	Billed to developer		\$60 ⁰⁰
Preliminary Plat	\$50 + \$15/lot	Billed to developer	\$100 + \$10/lot	
Final Plat	\$50 + \$5/lot	Billed to developer	\$50 + \$5/lot	

pd 5/23/24
Rec # 1.020180

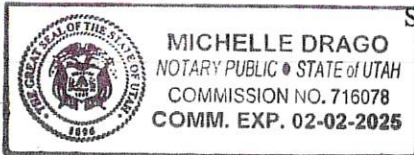
Applicant's Affidavit

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

I (we), CRAIG & SHERYL DEARDEN, being duly sworn, depose and say that I (we) am (are) the owner(s)* or authorized agent(s) of the owner of the property located at 352 W. CENTER STREET, WILLARD, UTAH 84340 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 Sheryl Dearden Craig Dearden
Property Owner(s)

Agent _____



Subscribed and sworn before me this 23rd day of May, 2024.

Michelle Drago

Notary Public

Residing in Kerry, Utah
My commission expires 2/2/25

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

AGENT AUTHORIZATION

I (we), CRAIG & SHERYL DEARDEN the owner(s) of real property described above, hereby appoint Joe Adair 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 the application.

Signed _____
Property Owner(s)

Agent Joe Adair

Subscribed and sworn before me this 23rd day of May, 2024.

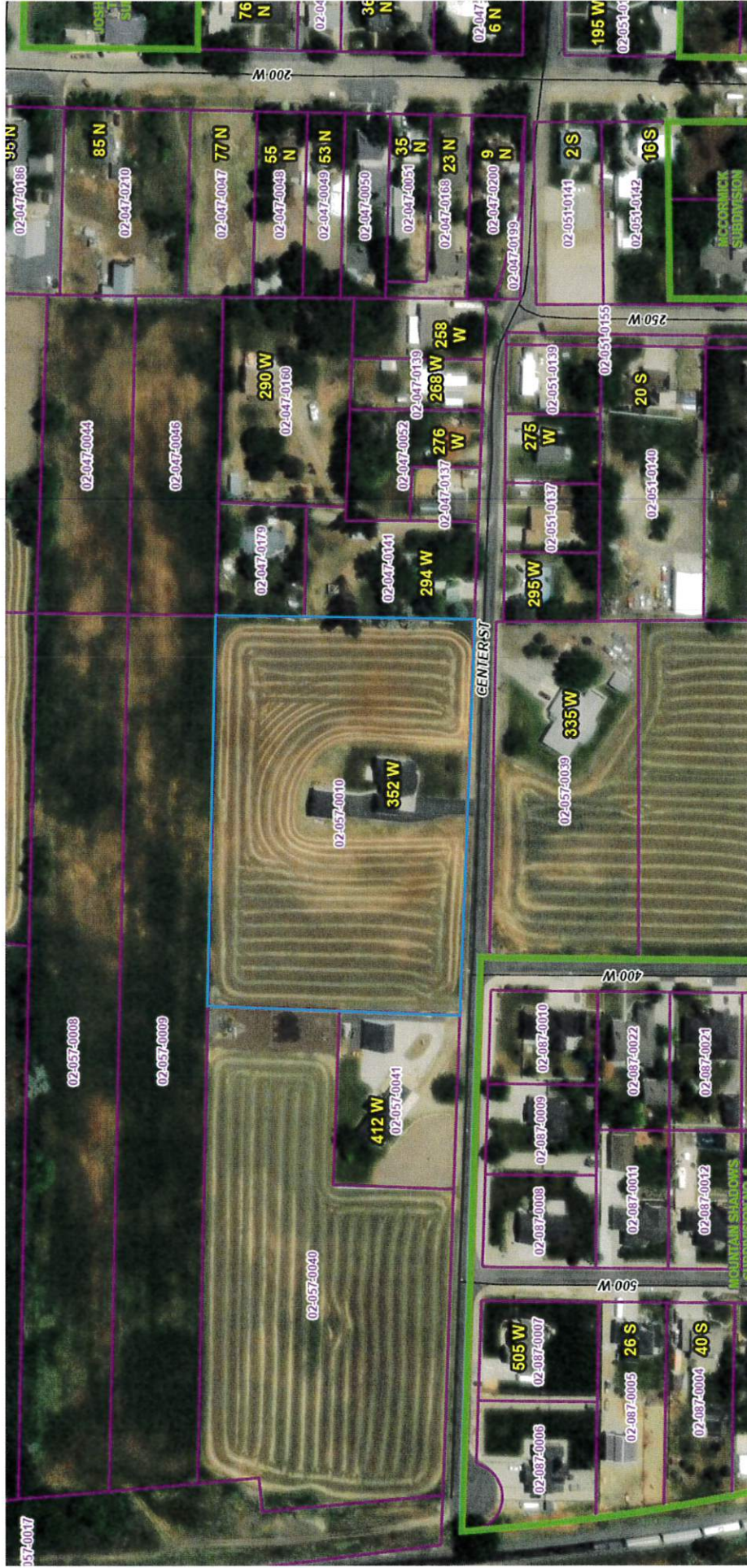
Michelle Drago

Notary Public

Residing in Kerry, Utah
My commission expires 2/2/25



TJD ESTATES



↑ NORTH

ITEM 2B

GRANITE RIDGE PHASE 6
Box Elder County Plat Map



↑ NORTH

ITEM 2C

WILLARD CITY PLANNING COMMISSION RE-ZONE APPLICATION

Application Date

01/04/2024

Applicant

HERITAGE LAND DEV.

Mailing Address

9 W. FOREST ST

BRIGHAM CITY UT.

Assessor Parcel Number *

02-051-0062

0085

Parcel Legal Description *

0204

02-051-0004

054-0005

0007

0009

0011

0012

0013

Present Zone

R-1/2

Proposed Zone

MPC

Phone Number

Cell Phone

435 730 8208

This completed application, must be submitted at least 15 days prior to the April or October Planning Commission meeting and be accompanied by:

- 1) Proof of ownership.*
- 2) Non-refundable application fee of \$125.00.
- 3) Written petition designating the change desired and the reason for such change, bearing the signature(s) of the fee title owner(s) of the parcel or designated agent. (See reverse of this form for required Applicant's Affidavit.)
- 4) List of all property owners within 1/4 mile of the parcel.*
- 5) Map (Assessor's Plat* or suitable drawing) of the proposed re-zone area, annotated to show the location and boundaries of the parcel to be re-zoned.
- 6) If a subdivision is planned, supply sketch of possible subdivision, to show compatibility with existing and planned infrastructure, with emphasis on roads, water supply and other utilities.

* Available at the office of the Box Elder County Registrar, 01 South Main Street, Brigham, Utah, 84302

Project Summary

(Please use additional pages as necessary to adequately address the answers.)

1. Location Map (showing nearest cross streets):

SEE ATTACHED

2. Site Address/Description:

S-A.

3. Parcel Number(s):

4. Current and Proposed Zoning by parcel number and area in acres:

R-1/2 - MPC

5. Road Access Provided:

SEE ATTACHED

6. Utility Plan:

7. Reason for the requested change:

DEV.

8. Impacts (financial and other) of the change to surrounding properties and the city as a whole:

APPLICANT'S AFFIDAVIT

STATE OF UTAH)
) SS
COUNTY OF BOX ELDER)

I, (we) Garth Day, 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 200w 400s. willard 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 _____

AGENT Garth Day Property Owner(s) V.P. Dev. Heritage Dev.
Subscribed and sworn before me this 4th day of January 2004



Michelle Drago
Notary Public

Residing in Kerry, Utah
My commission expires: 2/2/25

* 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: _____



Willard City
80 W 50 S | PO Box 593
Willard, UT 84340
(435) 734-9881
willardcity@comcast.net

XBP Confirmation Number: **162328792**

Transaction detail for payment to Willard City. Date: 01/04/2024 - 9:59:17 AM MT

Transaction Number: 210752413
Visa — XXXX-XXXX-XXXX-7859
Status: Successful

Account #	Item	Quantity	Item Amount
	Charges PC	1	\$125.00

Notes: HERITAGE LAND REZONE APPLICATION

TOTAL: \$125.00

Transaction detail for payment to Willard City. Date: 01/04/2024 - 9:59:18 AM MT

Transaction Number: 210752414
Visa — XXXX-XXXX-XXXX-7859
Status: Successful

Account #	Item	Quantity	Item Amount
	Service Fee	1	\$4.25

Notes: HERITAGE LAND REZONE APPLICATION

TOTAL: \$4.25

Billing Information
GARTH DAY
, 84340

Transaction taken by: Admin mdragoCaselle MD

DATE: APRIL 2024
DRAWN BY: [Signature]

THE ORCHARDS AT WILLARD PHASE 3
PART OF SECTION 26 & 27, TOWNSHIP 8 NORTH,
SALT LAKE BASIN AND MERIDIAN
WILLARD, UTAH

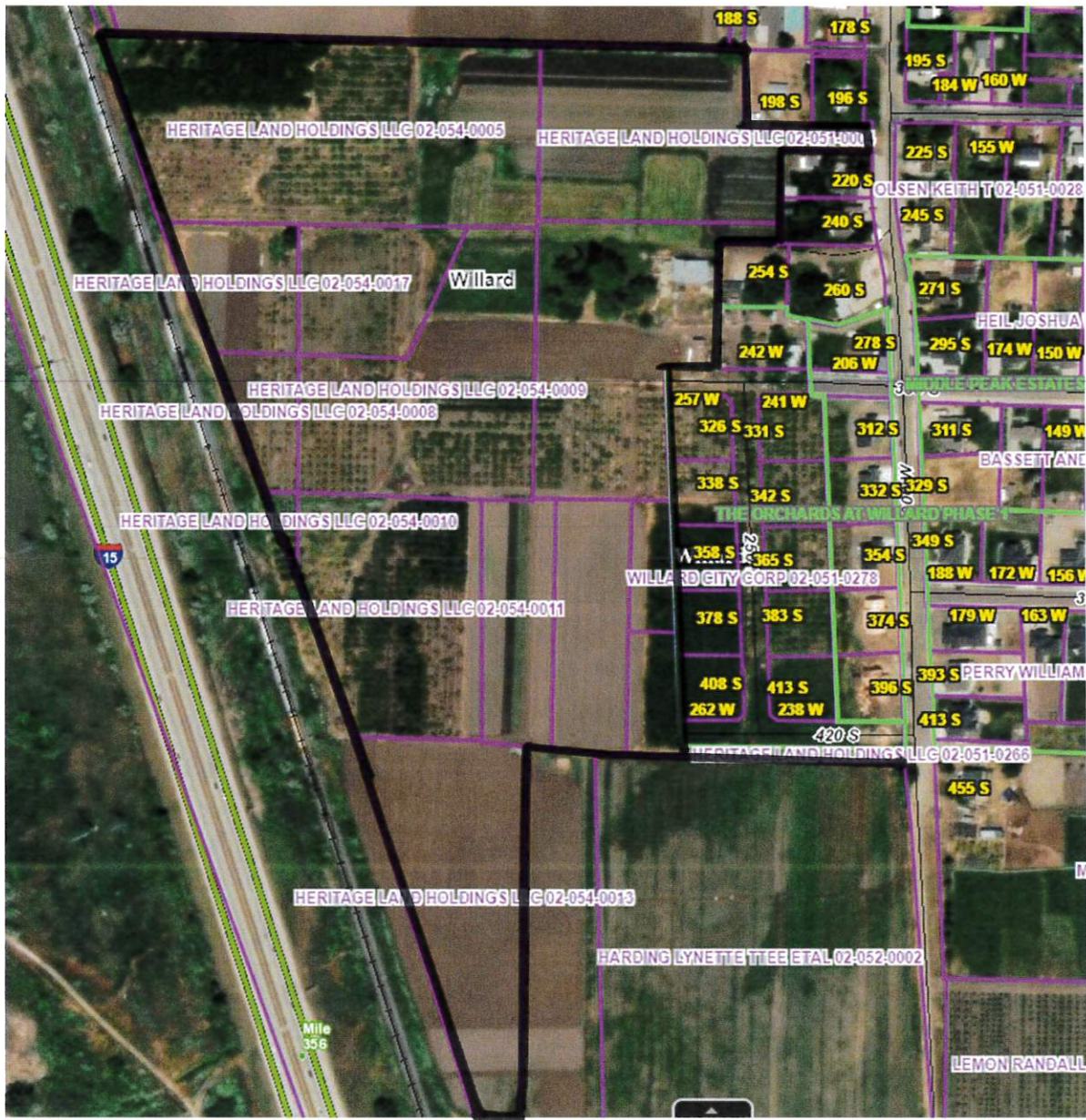
NO.	REVISION/DESCRIPTION	DATE
1	ISSUED FOR PERMIT	04/15/2024

OWNER/DEVELOPER
HERITAGE LAND DEVELOPMENT LLC
ATTN: GARTH DAY
430 N 2500 W
TREMONT, UTAH 84337
435-730-8008

ALTA ENGINEERING
1000 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
801-466-1000



NORTH ↑



ORDINANCE 2021-2

AN ORDINANCE OF THE WILLARD CITY COUNCIL ADOPTING CHAPTER 12-106 OF THE WILLARD CITY ZONING ORDINANCES ESTABLISHING A MASTER PLANNED COMMUNITY ZONE

CHAPTER 12-106. MASTER PLANNED COMMUNITY ZONE

12-106-1. **Purpose.** Each Master Planned Community Zone ("MPC Zone") is intended to allow a master planned, architecturally designed development where customized zoning requirements apply in order to permit flexibility and initiative in a large-scale site development while maintaining the rural nature of Willard City. Each MPC Zone will be developed in accordance with an approved development agreement and compliance with the Willard City Zoning and Land Use Ordinances and with the general requirements outlined herein. Further, this ordinance is intended to provide a benefit to Willard City and is not intended to solely benefit an applicant of an MPC Zone.

12-106-2. **Minimum Size:** Each MPC Zone shall be at least ten (20) acres. Parcels must form one (1) contiguous area and cannot be bisected except by a public right-of-way, easement, or natural barrier.

12-106-3. **Open Space Required:** A minimum of twenty percent (20%) Open Space shall be provided in each MPC Zone to include natural maintained choice Open Space, improved parks as approved by the City Council. Open Space that is unbuildable because of slope, wetlands, flood drainage, or contamination, shall not be considered as Open Space.

1. Detention basins may count as Open Space only if they provide recreational amenities, including but not limited to: Playgrounds, gazebos, exercise stations, or sports fields with parking lots.
2. Park strips, curb, gutter, sidewalks, common yards, private yards and publicly dedicated streets shall not count as Open Space.
3. A method approved by the City Council to maintain Open Space shall be established prior to the sale of any lots in an MPC Zone. Preservation, maintenance, and ownership of required Open Spaces within the MPC Zone may be accomplished by any of the following:
 - a. Dedication of the land as a public park or trails system.
 - b. Granting to the City a permanent Open Space easement on or over any privately owned Open Space to guarantee that the Open Space remains perpetually in public recreational use, with ownership and maintenance being the responsibility of the owner of a Home Owner's Association ("HOA") established by bylaws which are satisfactory to and approved by the City.
 - bi. If an applicant desires to transfer ownership of the Open Space to an HOA, (1) year period, beginning at the time the HOA is controlled by the property the City may provide temporary approval of an HOA for a probationary one

owners within the MPC Zone. During this probationary period, the City Council may monitor the effectiveness of the HOA in preserving and maintaining the Open Space. If at the end of the one (1) year probationary period it is determined by the City Council that the HOA is unable or unwilling to maintain the Open Space within the bylaws established for the HOA and the approved Development Agreement the City may terminate the probationary approval of the HOA and create a special assessment area for the purposes of maintaining the Open Space.. An HOA may have the right to appeal a City Council decision to terminate the approval of the HOA by filing a written notice of the appeal with the City Recorder within 15 days of the City Council's decision. Any such appeal shall be heard the Hearing Officer.

bii. The City may at their discretion, create a special assessment area to provide for the benefit, improvement, and maintenance of the Open Space areas.

c. An agricultural conservation easement in a manner approved by the City Council.

12-106-4. Fee in Lieu of Open Space: As an alternative, the City Council may at its discretion charge a fee in lieu of open space to allow for more centralized parks of other municipal off-site improvements as the City Council determines.

1. A fee in lieu of Open Space may be provided if the following requirements are met:
 - a. The amount of acreage that is required as Open Space shall be reviewed and recommended by the Planning Commission as part of the MPC Zone application process.
 - b. The fee in lieu of Open Space shall be determined by an appraised price per acre and the amount shall be approved by the City Council.

12-106-5. Density: The density of the MPC Zone shall be consistent with the policies of the General Plan.

12-106-6. Preliminary Site Plan: A preliminary site plan shall be submitted and considered concurrently with an application for approval of a MPC Zone. The preliminary site plan shall show at least the following:

1. The proposed zone name and location.
2. A proposed development agreement.
3. Permitted, conditional, accessory uses proposed for and in the MPC Zone.
4. Proposed residential use density.
5. Minimum lot sizes.
6. The range of average lot sizes.
7. Building locations.
8. Building elevations.
9. Open Space in the MPC Zone.
10. Parking.

11. Landscaping.
12. Pedestrian and traffic circulation.
13. Drainage and stormwater retention plan.
14. Utility Layout including a plan for the installation of fiber optic lines and a secondary water system.
15. Plans for grading.
16. Proposed development standards providing:
 - a. Lot standards establishing requirements for lot area and dimensions;
 - b. Building, setback standards for front, side and rear yards; and
 - c. Building regulations addressing building height, building orientation, and architectural design guidelines.
17. A conceptual master plan showing:
 - a. The location of any proposed and/or existing easements, and rights-of-way.
 - b. The location, arrangement and configuration of Open Space, including the location, arrangement, and configuration of any parks and/or trails.
 - c. The location and design of street infrastructure and that the proposed street infrastructure is in harmony with the City's Road Master Plan.
18. Impact statement, showing the effect the proposed MPC Zone will have on the environment, city utilities, traffic, and schools. The City Engineer may on their own or at the request of the Planning Commission or City Council conduct a traffic and/or environmental studies to determine the impact the proposed MPC Zone may impose on existing infrastructure and future development. The application shall solely bear the costs of any impact study, either done at the applicant's direction or at the direction of the City Engineer, City Council, or Planning Commission.

12-106-7. Subdivision Requirements: Compliance with the requirements of this ordinance does not exempt any applicant from meeting any other applicable requirements of this Chapter and the Willard City Zoning and Land Use Ordinances.

12-106-8. Phase Development: If the MPC Zone is proposed to be developed in phases, the preliminary site plan shall also show phase boundaries. Each phase shall be of such size, composition, and arrangement so that construction and operation of each phase is feasible as a unit, independent of any subsequent phase.

12-106-9. Planning Commission Recommendation: After consideration of the site plan, application, and proposed development agreement, the Planning Commission shall make a recommendation to the City Council regarding the MPC Zone. At the same time, the Planning Commission shall approve, approve with conditions or recommend the disapproval of the preliminary site plan for the proposed MPC Zone. Planning Commission approval of a preliminary site plan, application, and/or development agreement shall not be effective unless and until a corresponding MPC Zone is approved by the City Council.

12-106-10. Development Standards: The development standards may include development regulations regarding processing of applications, common and private Open Space guidelines, natural resource protections, grading, drainage and street standards.

12-106-11. Modification By City Council: In considering an application for an MPC Zone, the proposed site plan, application, and development agreement may be modified by the City Council to meet the intent and requirements of this Chapter and may include regulations and standards other than those proposed by this Chapter.

12-106-12. Development Agreement: An MPC zone shall only be established with the concurrent approval of a development agreement that is mutually agreeable between the applicant of an MPC Zone and the City.

12-106-13. No Guarantee of Approval: Submittal of an application for an MPC Zone does not guarantee the application will be approved. An MPC Zone may be approved only if the City Council, after receiving a recommendation from the Planning Commission, finds the MPC Zone and the associated preliminary plan, application, and development agreement meet the findings required for approval.

12-106-14. Findings Required for Approval: The proposed MPC Zone may be approved only if the City Council makes all of the following findings:

1. The proposed MPC Zone conforms to the guidelines and policies of the General Plan.
2. The MPC Zone provides equal or greater compatibility with surrounding land uses.

12-106-15. Additional Factors Considered but not Required:

1. The MPC Zone is necessary to provide land use or design standards tailored to a specific geographic area and development program that cannot otherwise be provided through conventional zoning.
2. The MPC Zone provides equal or greater protection to sensitive lands than would occur with conventional zoning.
3. The MPC Zone avoids incompatible development on lands subject to natural hazards.
4. The MPC Zone promotes efficient land use by allowing housing and/or commercial develop at densities that are appropriate for the area.
5. The MPC provides equal or greater opportunities for alternative modes of transportation such as walking, bicycling, or transit, than would occur with conventional zoning by:
 - a. Encouraging or requiring significant mixed-use development where appropriate; and

Providing a master plan with direct and convenient pedestrian or bicycle connections between all land uses.

12-106-15. Designation: Upon approval, each MPC Zone shall be given a unique name following the designation "MPC—" and shall be independent of any other MPC Zones.

12-106-16. Permit Approval: Within an MPC Zone, applications for subdivision approval, site plan, conditional use permits and any other needed permits shall be submitted and approved as required to implement the conceptual master plan. The conceptual master plan shall meet the conceptual subdivision review requirements of the Willard City Ordinances.

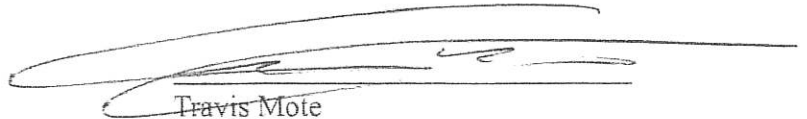
12-106-17. Amendments to Plan: Amendments to an approved preliminary plan and application shall be obtained by following the procedures required for first approval as set forth in this section.

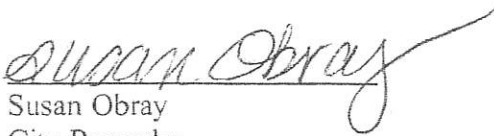
12-106-18. Commencement of Work: Any Developer of an MPC Zone created under this ordinance shall begin and show diligent and consistent work towards the construction of an MPC Zone commenced within one (1) year of the date from which the City Council grants approval of the Zone and the accompanying development agreement; or the MPC Zone application shall be denied and the zone shall revert to the previous zone.

12-106-19. Performance Bonds: Prior to the commencement of "Development Activities" as defined in Utah Code Ann. §10-9A-101 *et seq.*, or the recording of any subdivision plat, a developer must file a cash bond, or an escrow bank account bond, or an irrevocable letter of credit as an improvement assurance in a form approved by the Willard City Attorney.

Section 2. Effective Date. This ordinance shall take effect immediately upon posting and publication in the manner so required by law.

PASSED by the City Council on this 10 day of March, 2022, by a vote of
4 For and 1 against.


Travis Mote
Mayor


Susan O'Bray
City Recorder

Willard City Master Planned Community Zone Review Sheet

1. What elements of the MPZ design enhance or maintain the rural nature of Willard City (12-106-1)?

2. What benefits and costs will the proposed MPZ have in Willard City (12-106-1)?

3. Is the proposed MPZ a minimum of 20 acres (12-106-2)

4. What is the nature of the Open space (12-106-3)

- a. Is it a minimum of 20%?

- b. Are unbuildable area such as wetland and steep slopes excluded from the acreage calculation?

- c. Are all acres of the open space eligible under 12-106-3?

5. Is the MPZ applicant requesting to pay a fee in lieu of open space (12-106-4)?

- a. Has an appraisal of the acreage in question been completed and provide to the city?

- b. What portion of the 20% open space is being removed from the open space?

- c. What will the use of the land that would have been open space be? If housing, what is the increase?

6. Describe how the density is consistent with the policies of the general plan including the future land use map (12-106-5)?

7. Has a complete site plan been submitted (12-106-6)?

8. Will the MPZ will be developed in phases (12-16-8)?

a. Are the phases logically ordered based on existing Willard infrastructure?

b. Are all phases independent of other phases?

9. Has a development agreement been submitted by the applicant (12-106-12)?

a. Does developer agree to bare all costs for improvements required by the MPZ?

b. How does agreement provide for the management of the proposed open space?

c. Does the agreement document the water transfer of water rights required per the Willard City subdivision ordinance?

10. Describe how the proposed MPZ meets the guidelines and policies of the general plan including: the community vision, values, future land use section and map, planned roads and trails (12-106-14).

11. Describe the surrounding land uses and zoning. How does the proposed MPZ provide equal or greater compatibility with the existing land uses than the current zoning or future land use map zoning (12-106-14)?

12. Are any of the additional factors for consideration applicable (12-106-14)? If yes, which ones? Explain:

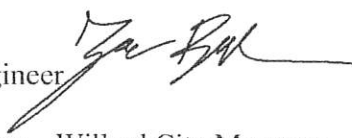
13. Police, Fire, Engineering, and Public Works departments have all reviewed the plans. List any concerns.



CONSULTING ENGINEERS

MEMORANDUM

TO: Bryce Wheelwright – Willard City Planner

FROM: Zac Burk, P.E. 
Municipal Engineer

CC: Jeremy Kimpton – Willard City Manager
Payden Vine – Willard City Public Works Director
Chris Breinholt – City Engineer

RE: **Orchards Subdivision – Required Water Rights**

Date: January 29, 2024

Bryce,

This memo is to highlight the required water rights that the Orchards Subdivision would need to supply to Willard City, based on city code 12-400-12 (1 Acre-ft/ERC). The Orchards Subdivision has already constructed Phases 1 & 2, with a combined total lot count of 17. This requires 17 acre-ft.

They have also proposed the remaining layout for this subdivision. None of the proposed lots appear to be larger than 1/3 acre. Most are closer to 1/4 acre. This would add an additional 121 lots, and thus another 121 acre-ft of water rights needed to be turned over to the city.

The total water needed for all of the existing *and* proposed Orchards subdivision is 138 acre-ft. Keep in mind that the final water requirement will be based on the final plat and not the concept plan.

with Colt's comments
from April 25th

**DEVELOPMENT AGREEMENT
FOR
THE ORCHARDS AT WILLARD MASTER PLANNED COMMUNITY ZONE**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2024 (the "Effective Date"), by and between the CITY OF WILLARD, a Utah municipal corporation, hereinafter referred to as "CITY," and _____, a Utah limited liability company, hereinafter referred to as "Developer." The CITY and Developer are hereinafter collectively referred to as "Parties."

RECITALS

- A. Developer is the owner of approximately 48.13 acres of land located within the CITY OF WILLARD as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").
- B. On (add Date), the CITY Council approved a zone change as shown in Exhibit B with the conditions laid out within this agreement.
- C. Developer has proposed a Preliminary Site Plan EXHIBIT C.
- D. Developer is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the CITY's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.
- E. The CITY Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and CITY and decreed that the effective date of the Vesting for the zoning be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Box Elder County Recorder.
- F. The CITY Council further authorized the Mayor of the CITY to execute and deliver this Agreement on behalf of the CITY.
- G. The CITY has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable CITY Ordinances.
- H. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the CITY's General Plan, Zoning Ordinances, Master Planned Community Zone and Subdivision Ordinances, and any permits issued by the CITY pursuant to CITY Ordinances and regulations.

I. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the CITY to allow and regulate such development pursuant to the requirements of this Agreement.

J. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann. § 10-9a-102.

K. The Parties intend to be bound by the terms of this Agreement as set forth herein.

L. The CITY and Developer recognize the development may result in tangible benefits to the City, including a possible increase of the CITY's tax base and the development of public amenities, and the Parties are therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the Master Planned Community Zone as shown on EXHIBIT B, (ii) all other features as generally shown on the Preliminary Site Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that Deviates Materially from the attached Preliminary Site Plan in EXHIBIT C except as approved by the Willard City Council after receiving a recommendation from the Willard City Planning Commission on the Developer's proposed changes to the Preliminary Site Plan. The term "Deviates Materially" shall not include, for example, minor survey adjustments to the locations of lot lines, utilities and public improvements or the substitution of landscaping products for similar products, but shall include and not be limited to: Changes in project access, location of roads, changes in average lot size, density, reduction in open space acreage, changes that would not be permitted under the City's Ordinances or building codes, and changes in the size, general location and specifications of utilities, roads, and public improvements.

3. Governing Standards. Developer will submit a Preliminary Site Plan in a form and detail acceptable to the CITY as provided below. Prior to the approval by the CITY of any phase of the Project, Developer shall submit final project plans for such phase (the "*Final Project Plans*"), together with all other documentation, applications and submissions required and deemed necessary by the CITY for compliance of such phase of the Project with the Willard City Zoning and Land Use Ordinances and the Master Planned Community Zone Ordinance. Final Project Plans for each phase of the project shall include all improvements required by this Agreement, the ordinances and construction standards of the CITY, including setbacks, infrastructure, utilities, landscaping, open space, easements, grading, drainage, fences, sound barriers and architectural design as necessary under the CITY Ordinances to obtain CITY approval. If the

CITY rejects or requests modifications to any portion of the Final Project Plans, Developer shall cause new or corrected Final Project Plans to be prepared and submitted to the CITY. All portions of the Project must be developed in accordance with the Master Planned Community Zone Ordinance, the Preliminary Site Plan, the approved Final Project Plans, the CITY ordinances, the construction standards of the CITY and those specific approvals that Developer may request and the CITY may hereafter approve. No material amendments or modifications to the Final Project Plans shall be made by Developer without the prior written approval of the CITY which shall not be unreasonably withheld.

4. Building Permits. For each phase of the project, Developer shall provide all documents and information necessary for the issuance of a building permit by the CITY for infrastructure improvements, including specific construction plans and specifications for all required project improvements, engineering plans, construction financing documentation, surety bond, general contractor agreements, budget, evidences of insurance, construction schedule, and similar matters, shall be submitted by Developer. 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, installation of the public water lines, secondary water lines and stubs to each lot, charged fire hydrants, sanitary sewer lines and stubs to each lot, fiber optic conduit (by Developer or the applicable provider), street lights and public streets (including all weather access, curb, gutter, and pavement with at least the base course completed), certifying such structures have been completed and accepted by the CITY. Developer shall dedicate to CITY one-acre feet of water per ERU for their project.

Commented [CM1]: Escrow agreement?

5. 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.

6. Time Limitation for Improvements. All water lines, including secondary water lines, sanitary sewer collection lines, storm water lines and facilities, fiber optic conduit, streets, curbs, gutters, sidewalks, streetlights, and trails shall be installed as shown on the final plat of each phase of the project, and in compliance with the standards and specifications of the CITY in effect at the time of approval of the final plat of such phase. After two (2) years from the date of approval of each phase, at the CITY's sole discretion, any development improvements that have not been completed by Developer, may be completed by the CITY by using money held in escrow pursuant to an Escrow ~~any guaranty bond money to~~ Agreement to complete the development improvements.

7. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

a. Guaranteed Density and Uses. CITY specifically acknowledges that at build-out Developer shall be entitled to a total overall density of 11059 ERUs, including within the Project. That density equals approximately 23.0 residential units to the acre. The Developer shall provide a table on the preliminary plat with each phase of development the total number of ERUs that have been approved for the total project.

8. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the CITY Ordinances and Design Standards, including, but not limited to infrastructure construction, setback requirements, minimum lot sizes, building height requirements, lot coverage requirements and all other zoning requirements.

a. The CITY shall accept all improvements which are intended for public use and which have been constructed by Developer or its agents in accordance with the CITY's standards and as shown on the approved construction drawings.

b. Unless otherwise specifically approved by the CITY Council and clearly labeled on the final subdivision plat, all roads within the Project shall be public roads constructed in conformance with CITY code. Upon final acceptance of such roads as having been constructed in conformity with all approved plans and CITY standards, CITY shall be responsible for maintenance of the roads at the same level of maintenance applicable to other similar roads within the CITY. In the event the Project includes any private road, CITY shall not be responsible for maintenance of any private road within the Project and maintenance of any such private road shall be the sole responsibility of Developer.

9. Reimbursement for Improvements. Developer and the CITY may enter into an agreement whereby the developer is reimbursed by the CITY for the cost of constructing eligible public facilities. All reimbursement agreements shall comply with CITY Code and be approved by the City Council.

10. On-Site Processing of Natural Materials. Notwithstanding anything to the contrary herein, Developer and its agents shall be permitted to extract and process the natural materials located on the Project, such as aggregate (rock, sand or gravel), for temporary purposes and in connection with the grading, excavation, and other ordinary and customary development processes for the Property. Such natural materials may be used in the construction of infrastructure, homes, or other buildings or improvements located on the Property and other locations outside the Property. No extraction, processing or other form of mining activity shall occur on the Property unless the party desiring to conduct such activity has, prior to the commencement of such activity, obtained all necessary permits and approvals from CITY.

~~10.~~

11. Park Development and Trail system improvements (Open Space). The Developer agrees to install the Open Space and trail system as described on the approved site plan. In good faith, the Developer agrees to complete this requirement as soon as practically possible, and the Developer and City agree that the Open Space shall be completed before issuing a certificate of occupancy for the final building of this Development. The open space as contemplated shall be open to the public and shall be maintained by City.

~~11.12.~~ Secondary water improvements. The developer desires to create a secondary water company to provide secondary water service for the development. It is contemplated that the

City and the Developer will use existing water rights and other resources necessary to achieve this service.

~~12.13.~~ PID Creation. City and Developer may agree to enter into a separate agreement should both party desire to create a PID.

~~13.14.~~ Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the CITY Ordinances, the goals and policies of the CITY's General Plan, and Master Planned Community Zone Ordinance in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual. The Parties specifically intend that the execution of 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. However, Developer agrees and acknowledges that upon execution of this Agreement, Developer's approval is contingent upon Developer proceeding with the project with "reasonable diligence."

1. Examples of Exceptions to Vested Rights. Notwithstanding the foregoing, the Parties understand and agree that the Project will be required to comply with future changes to CITY Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the CITY that would be applicable to the Project:

~~14.15.~~ Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

~~15.16.~~ 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;

~~16.17.~~ 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, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

~~17.18.~~ 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.

18.19. Fees. Changes to the amounts of fees for the processing of Development 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.

19.20. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

20.21. Reserved Legislative Powers. The Developer acknowledges that the CITY is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the CITY all its police power that cannot be so limited. Notwithstanding the retained power of the CITY to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. CITY of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law

a. Off-Site Project Improvements. Developer may be required to install off-site improvements without participation or reimbursement from the City or surrounding property owners. Such improvements are identified as "Project Improvements" as defined by Utah Code Annotated 11-36a-102 (14), which generally include improvements that are: 1) planned and designed to provide service for the Development; 2) necessary for the use and convenience of the occupants or users of the Development, and 3) improvements that are not identified or reimbursed as a "System Improvement" as defined by Utah Code Annotated 11-36a-102 (21).

21. Inspection and Approval by the City. The CITY may, at its option, perform periodic inspections of Developer's records of the project related to compliance with this Agreement and the Final Project Plans, and of the public improvements being installed and constructed by Developer or Developer's contractors and hold preconstruction meetings with Developer and such contractors as deemed necessary by CITY. Developer shall warrant the materials and workmanship of all public improvements installed in 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.

22. Water Dedication. In accordance with Willard City Code Chapter 12-400-12, Developer agrees and shall convey water rights, both culinary and secondary water, to the City.

23. Name Designation of MPC Zone. Contingent upon the execution of this Agreement, the development, and its accompanying property, are zoned as an MPC Zone and shall be designated and known as "MPC The Orchards at Willard."

23. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of

written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

24. Default and Remedies. Failure of a party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other party shall constitute a default ("**Default**") by such failing party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Such notice shall specify the nature of the alleged Default and the manner in which such Default may be satisfactorily cured, if possible. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

a. In the event of an uncured Default, the non-defaulting party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and/or injunctive relief, but not monetary damages. All rights and remedies under this Agreement, and/or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

b. If CITY elects to consider terminating this Agreement due to a Default by Developer, then 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.

25. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute a Default by Developer, for which CITY may elect to terminate the agreement in accordance with Section 8 above: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or CITY ordinances, (c) the Developer's failure to comply with the requirements of any Section above, or (d) Developer's failure, without good cause as determined in good faith by CITY, for a period of one (1) year to commence construction of improvements in any new development phase, including the initial phase I. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of CITY hereunder shall cease. In the event Developer is not able to commence construction of improvements of the project or any new phase of development within a one (1) year period, Developer may request an extension of time from the Willard City Council of which said request should not be unreasonably withheld.

26. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

(Insert Address)

Phone:

To the City: CITY OF WILLARD

80 W. 50 S.

Willard, Utah 84302

(435) 734-9881

27. General Term and Conditions.

a. 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.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors, and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the CITY relating to the Property or the Project.

c. Non-Liability of CITY Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the CITY shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the CITY, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. 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

e. 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

will be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

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

g. Agreement to Run with the Land. This Agreement shall be recorded in the Office of the Box Elder County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. 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.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the CITY and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the CITY shall be given or withheld by the CITY in compliance with this Agreement and the CITY Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Box Elder County Recorder within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the CITY shall have the right, but not the obligation, at the sole discretion of the CITY Council, to terminate this

Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.

- ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the CITY and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

28. 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. 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 Willard 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.

29. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the CITY as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the CITY except as otherwise provided herein.

30. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

31. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

32. 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; 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.

33. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

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

CITY: CITY OF WILLARD

ATTEST:

By: _____
CITY Recorder

By: _____
Mayor

DEVELOPER:

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 §
COUNTY OF UTAH)

On the ____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public
Residing at:

EXHIBIT A
Legal Description Parcel:

EXHIBIT B
Zoning Amendment

EXHIBIT C
Site Plan

420 SOUTH STREET IMPROVEMENTS REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024⁴², by and between Willard City, a Municipal Corporation of the State of Utah, hereinafter called "CITY" and Heritage Land Development, hereinafter called the "DEVELOPER".

WITNESSETH:

WHEREAS, the DEVELOPER is improving a portion of 420 South Street located in the Orchards Subdivision Phase 2 in Willard City, Box Elder, County, State of Utah, as shown in Exhibit "A,"; and;

WHEREAS, 420 South Street was dedicated as part of the Parkinson Subdivision recorded in July 1961 and not improved with lots abutting said street (see Exhibit "B" Properties Included in Agreement); and

WHEREAS, that portion of 420 South Street improvements abuts several properties not owned or under contract by DEVELOPER, which properties (see Exhibit "B") would typically be responsible to install their portion of improvements at time of property improvements, such as subdividing, platting, installing curb, gutter, sidewalk, street widening, improvingimproving, or obtaining utility connections or building permits; and

WHEREAS, the abutting properties are not interested in participating with the said improvements at this time; and

WHEREAS, the DEVELOPER is required by Willard City Ordinances to install full roadway improvements in order to connect utilities, install complete storm drain system both in form of curb, ~~and~~ gutter, sidewalk and underground infrastructure, provide for proper vehicle and pedestrian access and safety, and complete improvements for CITY to maintain said roadway in conjunction with the subdivision improvements; and

WHEREAS, the DEVELOPER is to finance the construction of the improvements defined in this Agreement; and

WHEREAS, the roadway improvements will directly benefit the said abutting properties that will seek dwelling permits in the future; and

WHEREAS, the DEVELOPER desires to be reimbursed for a proportionate share of the cost associated with the construction of that section of 420 South Street abutting said properties.

NOW THEREFORE, in consideration of the promises, covenants and conditions herein contained, and the sums of money which have been expended and money to be reimbursed, it is hereby agreed as follows:

1. Cost: The DEVELOPER will have paid the costs of the improvements as shown on Exhibit "C" which represents the engineer's estimate for that portion of construction cost of the project and Exhibit "B" represents the properties to be included in this agreement.

2. Reimbursement: The CITY shall assist in the reimbursement of the DEVELOPER'S COST in the following manner: (Note: The CITY shall have sole discretion as to the COSTS that will be reimbursed.)

The CITY will cause the benefitting abutting properties to reimburse the DEVELOPER their share of the construction costs incurred by the DEVELOPER as reflected on Exhibit "C." The CITY will not allow the abutting properties to be improved (utilities connection made or building permits issued) until the benefitting properties have reimbursed the DEVELOPER for their share as reflected on Exhibit "D."

3. Assignment: The DEVELOPER specifically agrees to accept the funds in fact collected during this period as full and final payment under this Agreement after the CITY has made an effort, in good faith, to collect such funds. Further, the DEVELOPER agrees to hold CITY harmless for any COSTS which for any reason, are not collected provided that the CITY has made a good faith effort to collect such COSTS. In the event the CITY is unable to collect such COSTS, the CITY, shall, upon written request from the DEVELOPER, assign its right to collect such COSTS to the DEVELOPER and the DEVELOPER may then take whatever legal action is necessary and appropriate to collect such COSTS due and owing under the Agreement. Upon assignment of the right to collect, the DEVELOPER agrees to indemnify and hold the CITY harmless in exercising the right to collect such COSTS.

4. Ownership, Maintenance, and Inspection: Ownership of the utilities and improvements, which are the subject of this agreement, shall be with the CITY. The CITY will assume full responsibility for the maintenance of said improvements once they are completed and accepted by the CITY.

5. Limitation of Reimbursement Period: It is further agreed that the CITY will collect COSTS under paragraph 2, for a period of ten (10) years from the date of this Agreement or until such time as the DEVELOPER COST has been paid in full, whichever comes first. The DEVELOPER specifically agrees to accept the COSTS in fact collected during this period as full and final payment under this Agreement. Further, the DEVELOPER agrees to hold Willard City harmless for any COSTS which, for any reason, are not collected. It is acknowledged that there is both depreciation and potential inflation during the collection period; however, the reimbursed costs will not be adjusted for either of these factors.

6. Modification: Any changes or modifications of this Agreement by either party shall be in writing and signed by the CITY.

7. Binding Effect of Agreement: This Agreement is binding on and shall inure to the benefit of the executors, administrators, heirs, successors, and assigns of the parties.

8. Validity and Severability: If any part of this Agreement is found to be invalid by a Court of competent jurisdiction, both parties shall be relieved from any and all responsibility under those provisions of this Agreement. Upon such a finding, all other provisions of this Agreement shall remain in force. If the Legislature of the State of Utah should pass a law which would invalidate any portion of this Agreement, both parties are released from further responsibility hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

CITY

Mayor Travis Mote
Willard City

State of Utah)
 : ss
County of Box Elder)

On ____ day of _____, 20242, Personally appeared before me (Mayor)
. Who being duly sworn by me did say, for himself that he is the said authorized agent of **Willard City Corporation**, and that within the foregoing instrument was signed in behalf of said **Willard City Corporation**, and that the said authorized agent did duly acknowledge to me that said corporation executed the same.

Notary Public

Approved As to Form:

Office of City Attorney

Date

DEVELOPER

State of Utah)
 : ss
County of Box Elder)

| On _____, 2024~~2~~, _____ personally appeared before me,

_____ who is personally known to me
_____ whose identity I proved on the basis of _____
_____ whose identity I proved on the oath/affirmation of _____,
a credible witness

to be the signer of the above document, and he/she acknowledged that he/she signed it.

Notary Public

State of Utah)
 : ss
County of Box Elder)

| On _____, 2024~~2~~, _____ personally appeared before me,

_____ who is personally known to me
_____ whose identity I proved on the basis of _____
_____ whose identity I proved on the oath/affirmation of _____,
a credible witness

to be the signer of the above document, and he/she acknowledged that he/she signed it.

Notary Public

Exhibit “A”

The Orchard at Willard Subdivision Phase 2

DRAFT

Exhibit “B”

Properties Included in Agreement
Legal Description

DRAFT

Exhibit “C”

[INSERT ENGINEER’S ESTIMATE]

DRAFT

Exhibit “D”

[INSERT ABUTTING PROPERTIES PORTION]

DRAFT

ITEM 2D



WILLARD CITY

Subdivision Land Use Authority (SLUA) – Special Meeting

April 25, 2024 – 3:00 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

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

4
5 The following members were in attendance:

6
7 Jeremy Kimpton, City Manager
8 Colt Mund, City Attorney
9 Madison Brown, City Planner
10 Chris Breinholt, City Engineer
11 Van Mund, Fire Chief
12 Payden Vine, Public Works Director
13 Michelle Drago, Deputy City Recorder

14
15 Others in attendance: Zac Burk, Jones & Associates; Pat Burns, Lync Construction; Alex Owens, Lync
16 Construction; and Garth Day, Heritage Land.

17
18 1. CALL TO ORDER

19
20 Madison Brown, City Planner, called the meeting to order at 3:01 p.m. The Deputy Recorder recorded a roll
21 call attendance.

22
23 2A. CONSIDERATION OF A CONCEPT PLAN FOR THE FITZGERALD POND SUBDIVISION
24 LOCTED AT APPROXIMATELY 3700 SOUTH 200 WEST (PARCEL NOS. 02-035-0061, 02-035-
25 0063, AND 02-035-0079)

26
27 Time Stamp – 1:00 04/25/2024

28
29 Pat Burns, Lync Construction, stated that this was the first time he had met with the city since his property
30 was rezoned R ½ by the new General Plan. He owned 33 acres located at approximately 3700 South 200
31 West. He wanted to work through the subdivision process.

32
33 Chris Breinholt, City Engineer, asked about the zone. Madison Brown explained that Pat Burns had
34 submitted a rezone application several months ago because the current zoning map and general plan
35 showed an A-5 Zone. The new general plan was adopted by the City Council on March 14, 2024. In the
36 process, the zone was changed from A-5 to R ½. A rezone application was no longer needed, and Mr.
37 Burns was proceeding with a subdivision application.

38
39 Van Mund, Fire Chief, stated that a previous concept plan included property owned by Chad Braegger. Mr.
40 Burns explained that Chad Braegger didn't want to be part of the rezone process. Now that the city had
41 rezoned the property, Chad Braegger might be willing to subdivide his property. He had not met with Mr.
42 Braegger to discuss the possibility.

43
44 Colt Mund, City Attorney, asked what the property was currently used for. Pat Burns said it was agricultural.
45 Mr. Mund said that when development was approved on nearby property, adjoining farmers had questions
46 about easements and access to their farm ground. Did anyone besides the property owner need access
47 across this property? Mr. Burns said he was not aware of any easement issues.



WILLARD CITY

Subdivision Land Use Authority (SLUA) – Special Meeting

April 25, 2024 – 3:00 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

49 Zac Burk, Jones & Associates/City Engineer, asked if the lots along the west side, adjacent to the pond,
50 were jurisdictional wetlands. He did not believe jurisdictional wetlands could be included in the subdivision.
51 Pat Burns asked if that was stated in a city ordinance. In other cities, wetlands could be included in the lot
52 area if there was enough buildable area.

53
54 Pat Burns stated that the proposed west road matched the City's road plan.

55
56 Zac Burk said the low impact road section shown on the concept plan was not allowed in a new subdivision.
57 It could only be used to tie into existing Willard streets. This subdivision did not qualify and would be required
58 to provide a standard street width of 60 feet.

59
60 Van Mund asked if the water would come from 200 West. Pat Burns said it would. There was further
61 discussion about how to get water to the subdivision.

62
63 Chris Breinholt asked how Pat Burns planned to provide sewer to the subdivision. If Pat Burns planned to
64 provide individual pumps it would mean amending the Public Works Standards. He wasn't sure Willard
65 wanted to do that. He felt it would be better to centrally locate a lift station for the whole area.

66
67 Pat Burns stated that a lift station had been approved for a nearby Perry development. He asked about the
68 possibility of tying into that lift station. All the sewage from Perry and Willard ended up in the same place –
69 the Willard Wastewater Treatment Plant. Colt Mund said the Willard City Council had worked on an
70 interlocal agreement to allow Perry sewage to flow through Willard's line, but the agreement fell apart when
71 Perry and Willard couldn't agree on costs. Some of Willard's council members weren't in favor of the
72 agreement.

73
74 Pat Burns said Perry was willing to work with Willard. If Willard didn't have a service to offer him, he could
75 pick up service from Perry. He had a solution, he just had to work out an interlocal agreement.

76
77 Chris Breinholt said Pat Burns would have to get two city councils to reach an agreement. Pat Burns asked
78 what the hesitation was because the answer was just math. Zac Burk said it was also maintenance, volume,
79 and cost sharing. Chris Breinholt said the math was there, but it was more than math. There was a lot of
80 history Van Mund said both cities had to get along.

81
82 Zac Burk said Pat Burns would also have to deal with storm water. There was an easement through Mr.
83 Burn's property and a line that discharged into the pond. He could foresee a problem with Fred Barker if
84 more storm water was discharged into the pond. In the past, Mr. Barker was concerned about direct storm
85 drainage coming from 200 West. He felt the discharge affected the highwater which flooded him out. Willard
86 never really addressed his concerns. Mr. Breinholt said there might have to be separate detention. It was
87 an issue that could be resolved, but Mr. Burns would have to work through it.

88
89 Pat Burns stated that the pond was the result of a spring. It was never low, even during the drought a few
90 years ago.

91
92 Chris Breinholt stated that Pat Burns needed to provide a water connection to Willard City; provide sewer,
93 whether it was interlocal or not; resolve storm drain issues, and roads would have to comply with Willard's
94 Public Works Standards. Any pond acreage on a lot could not be counted toward the required lot size.



WILLARD CITY

Subdivision Land Use Authority (SLUA) – Special Meeting

April 25, 2024 – 3:00 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Michelle Drago, Deputy Recorder, asked if Pat Burns would have to provide documentation from the Army Corps of Engineers regarding wetland delineation. Mr. Burns said no delineation would be needed because he wasn't disturbing the pond.

Zac Burk said Pat Burns would have to work out details for crossing the HOP trail. He would also have to coordinate with Perry on how to connect onto 1200 West/200 West because it was their street.

Chris Breinholt stated that the stub streets would need turnarounds.

Jeremy Kimpton, City Manager, wanted to verify that the R ½ zoning shown on the new zoning map was correct. He anticipated that the wetlands would be bought up. He cautioned Pat Burns to have his ducks in a row. Pat Burns stated that he had spoken with stream alteration representative for the Army Corps of Engineer about actually increasing the wetlands.

Zac Burk said Willard's Subdivision Ordinance 12-400-11-01 required that any hazardous or potentially hazardous conditions needed to be recognized.

Colt Mund asked how difficult it would be to get a letter from the Army Corps of Engineers. Pat Burns said he planned to get a letter. He always protected himself. He never went near wetlands without a study from the Army Corp of Engineers.

Pat Burns stated that he had open land south of the pond. He planned to clean it up, make it functional, and put in some trails. It would be an inexpensive amenity for this type of development. According to Chad Braegger, the pond was loaded with fish. He did not have to have an HOA. Was Willard interested in a park? He had to do something with the land he owned. Jeremy Kimpton said Mr. Burns would have to ask the Council if they were interested. He doubted they would want anything to do with the water.

Chris Breinholt felt Willard would want some rights to the pond area because it would be a detention/retention area. If there was a flooding problem, Willard would need some rights to be able to go in and take care of issues.

Pat Burns asked if Willard wanted to have some trail connectivity between the pond and the main trail on 200 West. Zac Burk felt it would be a good idea. However, Willard really didn't have an active transportation plan.

Colt Mund asked what water rights or shares this property had. Pat Burns said he had 24 Pineview shares. He had learned that Pineview could provide pressurized secondary water. With the pond, he could also provide pressurized secondary water. Then he could use his Pineview shares elsewhere.

Chris Breinholt asked about water rights for culinary water; secondary water didn't count. Mr. Burns said he didn't have any culinary water rights. Mr. Breinholt said Willard's current code required a development to provide one acre foot of culinary water per ERU. Pat Burns could not do anything without water rights for indoor use. He would have to find water rights.

Pat Burns asked what culinary water rights were available. When a city incorporated, it took all water rights. Chris Breinholt said there were a lot of private wells and springs. Those rights were transferable.



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Chris Breinholt said the amount of culinary water a development was required to provide would be changing because Willard's excess culinary water rights would be back applied per developable acre.

Colt Mund stated that the culinary water requirement was waivable for a good cause. The city had waived that requirement in the past when there had been some type of exchange. As the city worked through the ordinance revision there could be some type of buyout requirement.

Pat Burns asked how many gallons per day an ERU was in Willard. Chris Breinholt said it was based on annual use. It was one-acre foot. That included indoor and outdoor use.

Pat Burns asked if the amount of required culinary could be reduced if he could provide his own secondary water. Mr. Breinholt said it was not permitted by the current code.

Chris Breinholt stated that if the code was amended the way he proposed, Willard's excess water rights could be attributed to whatever acres were developed.

Pat Burns asked if the culinary water for Willard and the culinary water for Perry were completely separate. Chris Breinholt said they were. There wasn't any interaction between the two systems.

Colt Mund stated that Willard's code said, "In the discretion of the City Public Works Director and the City Engineer, in lieu of actual conveyance of water rights pursuant to this section, a single-lot development applicant (which this was not) or a final subdivision applicant may pay to the City an amount established by the City Council per acre foot of water rights intended to be sufficient for the City to purchase municipal water rights necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system." 12-400-12-03(2) He felt it was an option Pat Burns could explore.

Pat Burns asked if Willard had updated its Subdivision Ordinance in accordance with the State's requirements. Colt Mund stated that due to its size, Willard had a little more time to implement the state requirement. Right now, the subdivision process was still the same. Jeremy Kimpton said the water exaction would be part of that update.

There was a discussion about possible ways to make developments between Perry and Willard work. Mr. Burns said he would like to approach the City Council about an agreement, but he wouldn't even start in that direction unless the staff was supportive.

Pat Burns asked what his next step was.

Colt Mund did not feel the subdivision was ready to forward to the Planning Commission.

Chris Breinholt felt Pat Burns needed to propose how to resolve the water, sewer, and storm water issues. Willard needed to know if Pat Burns planned to run water on 200 West from Willard, or did he plan to pursue an interlocal agreement to service water from Perry. Willard needed to know how Pat Burns planned to provide sewer. He felt Mr. Burns could build a lift station for this subdivision and the land next to it and pump back to the existing Willard City sewer without involving Perry. He felt that would be the direction from the City Council. If Mr. Burns chose to pursue an interlocal agreement he would have to show the benefit to Willard.



WILLARD CITY

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Pat Burns asked about a special service district for the sewer. Colt Mund said that would be up to the City Council.

Jeremy Kimpton did not feel there was any action for SLUA to take. Pat Burns had been given some homework assignments. He needed to let Willard know when he was ready to move forward.

2B. CONSIDERATION OF A CONCEPT PLAN AND REZONE REQUEST FROM R1/2 TO MPC FROM HERITAGE LAND DEVELOPMENT FOR APPROXIMATELY 48.19 ACRES LOCATED AT APPROXIMATELY 300 SOUTH 300 WEST (PARCEL NOS. 02-051-0062, 02-051-0085, 02-051-0264, 02-051-0004, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, 02-054-0013)

Time Stamp: 1:03:00 04/25/2024

Madison Brown stated that Garth Day from Heritage Land wanted to present a revised concept plan for the Orchards development to the SLUA.

Garth Day, Heritage Land, stated that they had been pursuing a rezone from R ½ to Master Planned Community. At the Planning Commission's public hearing on February 1st, there were a lot of public comments; not very many were positive. So, they tweaked the project. They reduced the number of lots from 126 to 107, which was closer to the two units per acre density. There would be 58 single-family lots and 49 patio homes. Some of the public comments were about the desire to keep a rural feel in Willard. So, they proposed a rural road standard for the large lot area.

Chris Breinholt stated that the rural road standard could only be applied when tying into existing streets. Mr. Day said that using the rural road standard was the Mayor's idea. To get the lot sizes that Willard wanted and required infrastructure did not work for them financially. Something had to give, so they were proposing a rural road standard.

Garth Day stated that the public didn't want an HOA, but Willard did not have the ability to provide maintenance. They had designed the open spaces to be public spaces without an HOA. They included trails, a pond, and pickleball courts. In the development agreement, they planned to propose a time for the open spaces to be built to allow Willard to catch up with a maintenance program. If that didn't work, they would fall back on an HOA for maintenance.

Mr. Day said that in the patio home section, they were proposing a 40-foot road section. The number of roads had been reduced, as well as the infrastructure. The little, private road coming off 200 West had been eliminated due to issues about an off-set intersection. It would now be a trail access but could be used for emergency access if needed. It would tie into the urban trail on 200 West.

Zac Burk stated that there needed to be a turnaround at the east of 200 South. Mr. Day said there would be a cul-de-sac/turnaround and possibly parking.

Garth Day said they were still working with UTA on the sale and dedication of the rail corridor. There would be a storm pond on the northwest corner of the development where the roads created a triangular parcel. It would pick up storm water from the patio homes, which would have curb and gutter.

Colt Mund asked where access for the subdivision was located. Garth Day said there were two access on 200 West at 350 South and 420 South.



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Zac Burk asked about configuration of the open spaces. Garth Day said the trails would be hard surfaced. The area around the pond would have natural growth.

Garth Day felt he was between a rock and hard space. The Planning Commission and the Mayor had made it clear that they did not want an HOA. His only option for open space was to give it to the city. If the city couldn't take it, his only option was an HOA.

Colt Mund asked about the narrow strip of land connected to 200 West. Garth Day said they were no longer proposing to use it as a road. It would be a trail that could double as an emergency access. Mr. Mund was concerned people would park in that strip and block emergency vehicles. Mr. Day said it would be fenced on both sides and could be signed.

Garth Day stated that he had submitted a revised development agreement. Colt Mund said he had reviewed it and sent his comments back to the city.

Zac Burk asked if the 40-foot roads would be private. Garth Day said all the roads would be public. Parking would be restricted on the 40-foot roads.

Chris Breinholt stated that he would not recommend a public 40-foot roadway. Mr. Day said they could use the low-impact roadway. Mr. Breinholt said the statement in the Public Works Standards said the 60-foot curbed roadway section was to be considered the "city standard." Where designated by the city on a case-by-case basis in areas of pre-existing roadway improvements, alternate street cross section designs may be used with approval of the City Engineer and the Public Works Department.

Mr. Breinholt said the Public Works Standards would only let Heritage Land use a no-curb section if they were in an area that did not have curb and few streets were being added. Garth Day said that an MPC Zone allowed for standards to be altered. Mr. Breinholt agreed that could be part of a development agreement approved by the City Council. Until an agreement was approved, SLUA had to enforce the code as it was written.

Garth Day asked how he moved to the next step if he was proposing something different. Mr. Breinholt said Mr. Day would have to approach the City Council. Mr. Breinholt said he would not object if the City Council wanted to allow no curb roads in the flatter areas although there would be challenges.

Zac Burk stated that Willard did not like narrow roadways. Chris Breinholt that with narrow roadways, there could not be any on-street parking. If a car parked on the street, it would block emergency access. Willard did not have as much authority on private roads.

Garth Day stated that the whole point of the cottage home area was to have a small village concept. If roads were smaller, people wouldn't want to drive through them. They could still fit everything if the patio homes had 60-foot wide roads. The road in the middle of the patio homes would remain 60-feet wide to accommodate the city sewer line.

Zac Burk said his problem with narrow roads was the difficulty replacing and maintaining the utilities.

Chris Breinholt asked about the minimum road width allowed by state code. Zac Burks said the state minimum was 32 feet of pavement. Chris Breinholt said the narrowest width of pavement Willard had to allow was 32 feet. That width was not in Willard's Public Works Standards, but state law said Willard had to allow a width as narrow as 32 feet because of emergency services.



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Garth Day stated that if the City Council was okay with private roads, they were okay having an HOA maintain them. Mr. Day felt the public's issues with the HOA related to open spaces. Mr. Breinholt stated that whether the road was private or not, he would not recommend anything narrower than 32 feet. Even if it was a private road, he would recommend against a road with less than 32 feet of pavement. Mr. Day asked that Mr. Breinholt pass along a recommendation to the Planning Commission that the roads either be city-standard or at least 32 feet wide, even if they were private. Then if he proposed a road with 32 feet of asphalt the city could determine whether those roads needed to be private or public.

Chris Breinholt said Willard was required to allow 32 feet of pavement. Willard could come up with a Public Works Standard for a city road with 32 feet of pavement. Mr. Day said Willard could waive requirements in an MPC Zone through a development agreement.

Garth Day asked if their rezone could be moved forward if they changed the narrow roads to have 32 feet of pavement. Mr. Breinholt felt it could if Mr. Day understood that the City Council would have to agree to the rural road section. Mr. Day felt the Mayor was in favor of the rural road section.

Chris Breinholt said use of the rural road section went against the city standard. He felt that if the Council was going to allow it, then it should be allowed everywhere.

Garth Day stated that the lot sizes were not half-an-acre. They were between 15,000 to 18,000 square feet, but they were trying to make the subdivision look more like a rural area.

Colt Mund felt the rural road section without curb, gutter, and sidewalk should be articulated in the development agreement.

There was a discussion about maintenance of a rural road.

Michelle Drago asked if Heritage Land still planned to have a retention pond in the southwest corner of the development. Garth Day was not sure. Willard Flood Control wanted to have that set aside. He felt they would carve off that area and leave it vacant for the flood control district.

Michelle Drago asked what would be done with the small remnant next to Lot 214. Mr. Day said they really couldn't do more past Phase 2 on the south side of the property because of the sewer. Until the Deer Run developer ran needed infrastructure, Heritage Land had to focus on the patio homes.

Chris Breinholt stated that emergency access was a big deal. Without emergency access, Orchards was a single access development. The dirt road to the south was just a dirt road. To make sure the trail access to 200 West qualified as an emergency access, it had to have an acceptable width as well as a passable all-weather surface. Garth Day said they would dedicate that strip as an emergency access.

Michelle Drago asked about the checklist the Mayor asked the SLUA to fill out. Garth Day said he couldn't find any reference to the checklist in the code. Colt Mund said it wasn't in the code. He felt the Mayor's formation of the checklist was to make sure SLUA articulated the way the proposed application met the MPC Zone. He proposed that in the future, the applicant complete the checklist.

Colt Mund realized the City Council could make alterations to the road standards, but he wanted to make sure that public safety and engineering were okay with the proposed roads.



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Jeremy Kimpton stated that he had read and reread the impact statement requirement. He felt it was an engineering decision. An environmental impact study could be conducted at the request of the Planning Commission or City Council, or the city engineer could determine one was needed.

Garth Day thought he was being asked to prepare a community impact statement based on comments made in the public hearing. He had been working on such a statement.

Mr. Kimpton felt the SLUA needed to determine if an impact statement based on an environmental study was needed. If so, what would it look like?

Colt Mund stated that an issue that was brought up in the public hearing was traffic. He felt it would be brought up again.

Garth Day stated that they had done a traffic study. They could add to it and give Willard calculations based on the development impact. Michelle Drago asked that Mr. Day provide Willard with a copy. Mr. Day said the city already had a copy of the traffic study because Chris Davis had the traffic study done. Jeremy Kimpton did not feel the Mayor would accept that traffic study.

Chris Breinholt stated that the problem was the single road – 200 West. When the Middle Peaks Subdivision went in, residents were upset about the additional traffic from twelve homes. Now Heritage Land was proposing a development with over 100 homes. Even though all the traffic studies said there wouldn't be a problem with additional traffic, the residents disagreed.

Garth Day stated that until 600 South was built, which they could not control, traffic would use 200 West and 200 South to access the highway. They had proposed, and were willing to help with, a public improvement district. Then there would be resources to pave 200 West to 600 South and out to the highway. It seemed there hadn't been much interest in that solution.

Jeremy Kimpton felt questions to be answered were the checklist and impact statement. Could Heritage Land move forward if those weren't in the packet?

Garth Day stated that he would go back and fix the roads so they would be acceptable, and he would fill out the checklist. Jeremy Kimpton felt the Mayor wanted to have an MPC Zone justified. The point of the checklist was to explain why and how a development met the criteria for an MPC Zone.

Colt Mund asked if 420 South had access to 200 West. Mr. Day said it did. It was improved with curb, gutter, and sidewalk on the north side. The south side only had curb and gutter. They were requesting a pioneer agreement for the south side.

Colt Mund stated that Willard's code did not require emergency access. The requirement for emergency access was in the International Fire Code. Willard City did not adopt the exception to the provision. He felt emergency access should also be addressed in the development agreement.

Garth Day asked about the 30-lot limitation in Willard. Colt Mund said the International Fire Code provided exceptions for multiple access. Those exceptions did not make it into Willard's code. Willard tinkered with requiring a second access in excess of ten homes, which was then raised to 30 homes to be consistent with the International Fire Code.



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Van Mund said there wasn't a limit of 30 homes in the International Fire Code. The International Fire Code said a city could put as many homes as it wanted on a single access as long as it had a provision for a second access sometime in the future.

Garth Day asked if he could build 30 homes on one access in Willard. Mr. Breinholt said all the homes on the single access had to be counted. In this case, the count started at 200 South where the neck was, and there were already 30 homes.

Garth Day stated that he would provide information at the next SLUA meeting so the way to move forward would be clear. He would complete the checklist and an analysis of the tax impact. He could not do anything about over-crowded school buses. He could fix the roads and the checklist.

2C. CONSIDERATION AND APPROVAL OF JANUARY 18, AND MARCH 28, 2024, MINUTES

Jeremy Kimpton moved to approve the January 18 and March 28, 2024, minutes as written. Payden Vine seconded the motion. All voted "aye." The motion passed unanimously.

3. ADJOURN

Michelle Drago moved to adjourn at 4:50 p.m. Jeremy Kimpton seconded the motion. All voted "aye." The motion passed unanimously.

Minutes were read individually and approved on: _____

Madison Brown, City Planner

Michelle Drago, Deputy City Recorder

dc: SLUA 04-25-2024