

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

AMENDED AGENDA

The Willard City Council of Willard City Corporation will hold a **City Council** meeting on **Thursday, October 10, 2024**. The meeting will be held at Willard City Offices 80 W 50 S. The meeting will begin promptly at **6:30 p.m.** The agenda will be as follows:

6:30 p.m.

1. Call to Order & Public Hearings

1. Invocation
2. Pledge of Allegiance
3. Conflict of interest declaration

6:30 p.m. Public Hearing(s)

- a. **Public hearing** regarding Ordinance 2024-14 to approve the annexation of Valley View Estates. 35.5 acres. Located at 7150 S 300 E. Applicants Brian and Nathan Rose.
- b. **Public hearing** regarding Resolution 2024-14 to adopt a fee schedule and policy for Development, planning, business licenses, and other fees.
- c. **Public hearing** regarding a request for a waiver of water rights for Bay View Estates. 7.83 acres. Located approx. 270 E 300 S Willard. Property Owner Chad Call.

2. Open Comment Period (Individuals have three minutes for open comments. If required, items may be referred to department heads for resolution. Items requiring action by the City Council will be placed on the agenda for a future meeting.)

3. Planning Commission Report

4. New Business

- a. Discussion/Approval of Ordinance 2024-14 to approve the annexation of Valley View Estates. 35.5 acres. Located at 7150 S 300 E. Applicants Brian & Nathan Rose.
- b. Discussion/Approval of Resolution k2020-14 adopt a fee schedule and policy for development, planning, business licenses, and other fees.

- c. Discussion/Approval regarding a request for a waiver of water rights for Bay View Estates. 7.83 acres. Located approx. 270 E 300 S Willard. Property Owner Chad Call.
- d. Discussion/Approval regarding the annexation of Mund Willard Annexation. Located 0-1-040-0007. 7 acres. Applicant Carson & Brianna Mund.

5. Minutes

- a. Approval of September 12, 2024, minutes

6. Financial

- a. Warrants, Vouchers, Reports

7. Department Reports

- a. Public Works
- b. Police Department
- c. Fire Department

8. Council Member Reports

- a. Jacob Bodily
- b. Rod Mund
- c. Mike Braegger
- d. Rex Christensen
- e. Jordan Hulse

9. Next agenda items October 24, 2024

10. Mayor's General Correspondence and Information

11. City Manager's Report

12. City Planners Report

13. City Attorney Report

14. Consideration of Motion to Enter a Closed Session (if necessary) pursuant to UCA §52-4-205 (a) except as provided in Subsection (3), discussion of the character, professional competence, or physical or mental health of an individual; (b) strategy sessions to discuss collective bargaining; (c) strategy sessions to discuss pending or reasonably imminent litigation; (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares; (f) discussion regarding deployment of security personnel, devices, or systems; or (g) investigative proceedings regarding allegations of criminal misconduct.

15. Adjourn

/s/ Susan O Bray

City Recorder, Willard City

Posted October 7, 2024

WILLARD CITY
CITY COUNCIL
PUBLIC HEARING NOTICE

Willard City Council gives notice that on Thursday, October 10, 2024, at 6:30 p.m., at Willard City Council Chambers 80 West 50 South Willard Utah 84340 the City Council will hold a public hearing to receive and consider public comments regarding the following:

Notice of proposed Ordinance 2024-14 to annexation of Valley View Estates property, consisting of approximately 35.5 acres. Applicant Brian Rose and Nathan Rose.

The public is invited to review and inspect all information available concerning such proposal(s) at the Willard City Offices during the regular office hours, 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Friday. The public or any interested parties may present written or oral testimony to the Willard City Council concerning the proposed action at the aforementioned time and place.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Willard City limits on this 2nd day of October, 2024 at the following locations: 1) Willard City Hall Noticing Board 2) Willard City Website willardcity.com) the Public Notice Website: <http://www.utah.gov/pmn/index.html> .

This notice is scheduled to be published in the Box Elder News Journal October 3, 2024, and October 9, 2024

Susan K O Bray
Willard City Recorder

ORDINANCE 2024-14

AN ORDINANCE OF THE WILLARD CITY COUNCIL ANNEXING PROPERTY INTO WILLARD CITY WHICH HAS BEEN PREVIOUSLY APPROVED FOR ANNEXATION BY THE BOX ELDER COUNTY COMMISSION. THE PROPERTY IS LOCATED AT APPROXIMATELY 7150 S 300 E CONSISTING OF APPROXIMATELY 35.5 ACRES AND ESTABLISHING A ZONE FOR THE PROPERTY AND AMENDING THE ZONING MAP OF WILLARD CITY AND RELATED MATTERS.

WHEREAS The Willard City Council met in a regular session on May 21, 2024, to consider the annexation of property owned by Brian & Nathan Rose located at approximately 7150 S 300 E and considered the zoning for the property and related matters; and

WHEREAS the Petitioners have previously filed a petition with Willard City and Box Elder County requesting their land be annexed into Willard City; and

WHEREAS the Willard City Council finds that the Petition satisfies all the requirements of Utah law for the City to annex the property and that all required notices have been given; and

WHEREAS the Willard City Council has held a public hearing on October 10, 2024, to receive public comment regarding the proposed annexation; and

WHEREAS the Box Elder County Commission has previously approved the annexation of the proposed property to be annexed into Willard City.

NOW THEREFORE BE IT ORDAINED AND ENACTED BY THE WILLARD CITY COUNCIL AS FOLLOWS:

SECTION 1. FINDINGS. The Willard City Council hereby finds and determines that the annexation of the property proposed in the Petition by Valley View Estates is in the best interests of the City and its citizens.

SECTION 2. APPROVAL OF ANNEXATION. The Willard City Council approves the annexation of the proposed property as described in Exhibit A attached to this Ordinance and does hereby annex the proposed property described in Exhibit A into Willard City. The effective date of the annexation shall be the date of the Utah State Lieutenant Governor's issuance, pursuant to Utah Code 67- 1a-6.5 issues a certificate of annexation. (See also Utah Code 10-2-422).

SECTION 3. FINAL LOCAL ENTITY PLAT. The Willard City Council approves the FINAL LOCAL ENTITY PLAT as attached hereto as Exhibit B and directs that the plat be filed as required by Utah law.

SECTION 4. ZONING. The Willard City Council hereby assigns a zone for the annexed property as MASTER PLAN COMMUNITY ZONE, subject to all approvals and requirements as required in Willard City Code 12-106 and directs that the zoning map is

hereby amended to reflect this zoning and annexation. This annexation will be incorporated into Valley View Estates previously approved by Willard City Council.

SECTION 5. AUTHORIZED ACTIONS. The Willard City Council authorizes and directs the Willard City Mayor and City Recorder and all other officers and employees of the City to take all actions required to affect the annexation hereby approved.

Effective Date. This Ordinance shall be effective immediately after posting or publication.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2024.

TRAVIS MOTE, MAYOR

ATTEST:

SUSAN OBRAY, CITY RECORDER

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

ANNEXATION PETITION APPLICATION

Annexation Information

Proposed Name of Annexation: Valley View Estates

Application Date: 5/21/24

Location of Property: Approx 7150 S 300 E Willard UT

Total Acreage of Proposed Annexation: 35.5

Total Number of Parcels in Proposed Annexation: 4

Current Use of Property: Native

Surrounding Land Uses: Residential

Requested Zoning: Residential

Percentage of the Private Real Property within the Proposed Annexation is Represented by the Signatures of the Owners: 100%

Percentage of the Value of Private Real Property within the Annexation Plat is Represented by the Signatures of the Owners: 100%

Sponsor Information

Sponsor Name / Authorized Agent: Nathan & Brian Rose

Phone: 801-830-3544 & 435-512-6539

E-mail: nathantrose@comcast.net & bfr1978@gmail.com

Address, City, State, Zip: 660 W. 7150 S. Willard UT, 84340

Engineer or Surveyor Information

Name of Surveyor or Engineer: Hansen and Associates

Phone: 435-723-3491

Annexation Petition Requirements

- ☐ Completed Annexation Petition Application
- ☐ File Petition with City Recorder
- ☐ **A Statement of Proposed Intent for the properties contained within the area petitioned for annexation.**
- ☐ A copy of notices sent to affected entities:
 - Box Elder County
 - Bear River Health Department
 - Bear River Water Conservancy District
 - Box Elder County Mosquito Abatement District
 - Box Elder School District
- ☐ **Plat: One (1) 24 x 36 and one (1) 11 x 17 plat map of the area proposed to be annexed prepared by a licensed surveyor. This map must identify each parcel, labeled with the owners' name, the tax identification number, acreage, and the proposed zoning of the annexation area.**
- ☐ **A Mylar copy of the plat of the area to be annexed must be submitted prior to the final public hearing before the City Council and shall be prepared in ink by an Engineer or Land Surveyor licensed in the State of Utah. The Mylar plat shall be of such size and material as is acceptable for filing with the Box Elder County Recorder.**
 - a. The title block of the Mylar must contain the following verbiage above the City Council's signature block: This is to certify that we the undersigned of the Willard City Council have adopted a resolution of its intent to Annex the tract of land shown herein and have subsequently adopted an ordinance annexing said tract into Willard City, Utah and that a copy of the ordinance has been prepared for filing herewith all in accordance with Utah Code Section 10-2-418 as revised and that we have examined and do hereby approve and accept the annexation of the tract as shown as part of Willard City and that said tract of land is to be known hereafter as the _____ annexation.
- ☐ **An accurate Legal Description for the Complete Boundary of the proposed Annexation prepared by a licensed Surveyor.**
- ☐ **Application and processing fees, as specified in the current Willard City fee schedule.**
- ☐ **Affidavits of each Property Owner included in the annexation who is requesting that the City annex their property by resolution by a notary public for each.**
- ☐ **Completed Record of Petitioned Properties.** In order to constitute a complete and viable Petition, the Record of Petitioned Properties must contain the signatures of property owners that make up at least:
 - 50% of the land area included in the Petition for Annexation
 - 33% of the property value, according to the County Assessor's Office valuations, of all properties included in the Petition for Annexation.
- ☐ **Stamped and preaddressed envelopes for each owner of record of each parcel located entirely or partly within 300 feet from any boundary of the property in unincorporated Box Elder County or adjacent municipalities, together with a mailing list for those owners. The names and addresses shall be as shown on the most recently available Box Elder County tax assessment rolls.**
- ☐ Supporting materials, as applicable and requested

I certify that this application and all information submitted as part of this application is true, complete, and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be inaccurate, I understand that Willard City may deny or rescind any approval, or take any other legal action at equity or law. I also acknowledge that I have reviewed the application sections of the Utah State Code and the items contained in this application are the basic and minimum requirements only and that other requirements may be imposed.

Brian ROSE
Signature

07/16/2024
Date

AFFIDAVIT

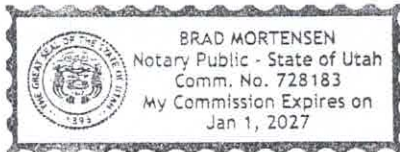
PROPERTY OWNER

State of Utah }
 } ss
County of Box Elder }

I/we, Nathan Rose & Brian Rose, being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects and true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying, and Willard City staff has indicated they are available to assist me in making this application.

Brian Rose
(Property Owner)
Nathan Rose
(Property Owner)

Subscribed and sworn to me this 16 day of July, 2024.



Brad Mortensen
Notary Public
Residing in Box Elder County, Utah
My Commission Expires: 1/1/27

AGENT AUTHORIZAITON

I/we, _____, being the owner(s) of the real property described in the attached application, do authorize as my/our agents(s), _____, to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this _____ day of _____, 20____, personally appeared before me _____, the signer(s) of the agent authorization who dully acknowledged to me that they executed the same.

Notary Public

Residing in _____ County, Utah
My Commission Expires: _____

RECORD OF PETITIONED PROPERTIES FOR ANNEXATION

Record of Petitioned Properties Must Include All Properties to be Included in the Proposed Annexation with All Listed Information for Each Property and the Signature of All Property Owners Consenting to the Annexation

[illegible]



CLERK'S OFFICE

Marla Young
Clerk

August 12, 2024

To Whom It May Concern:

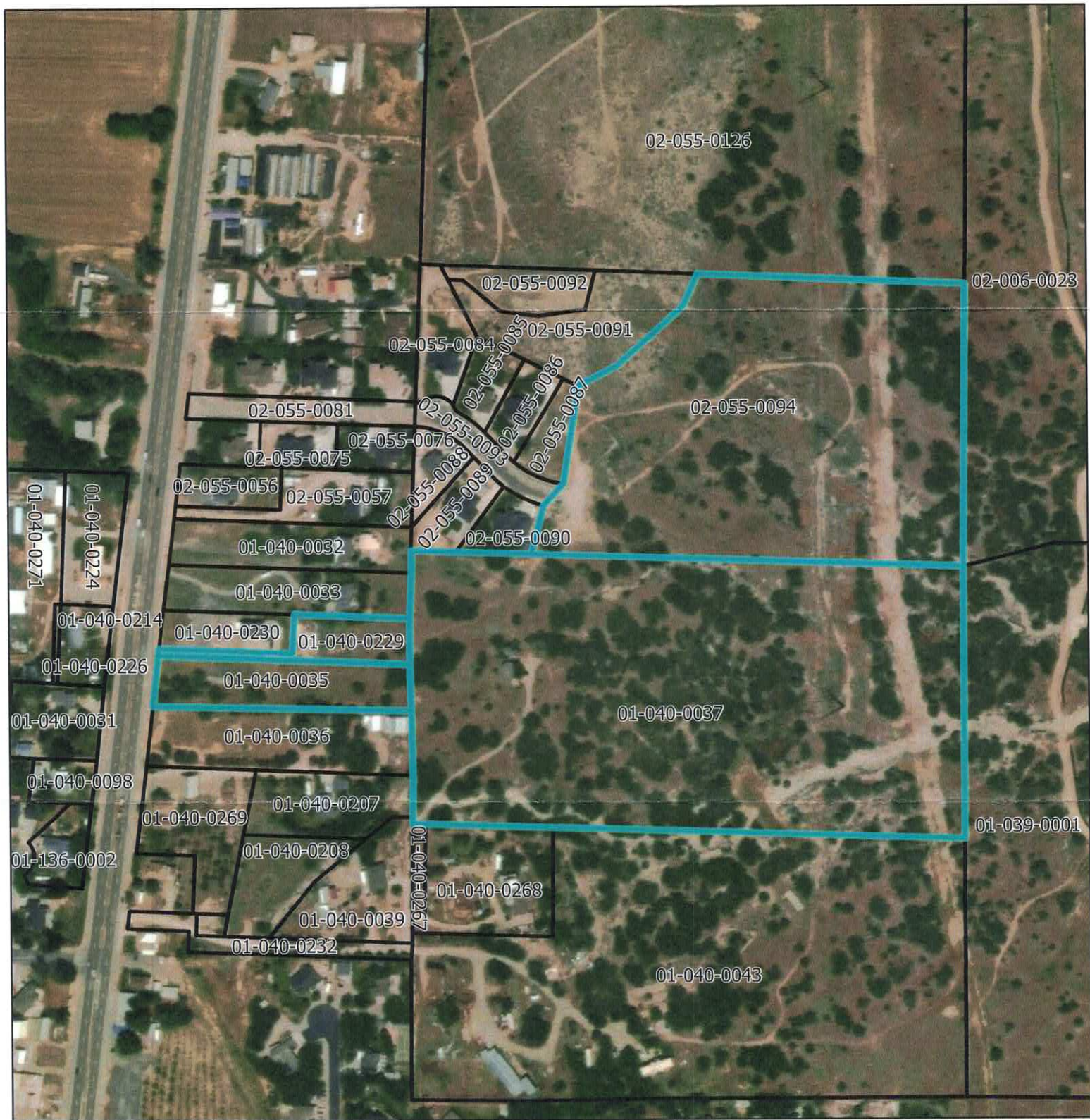
I Tammy Gibson, Deputy Clerk, at Box Elder County Utah Certify that I mailed annexation notices to all affected property owners within 300 ft. of parcel numbers 01-040-0035, 01-040-0229, 01-040-0037, and 02-055-0094. These notices were mailed regular mail on July 30, 2024.

Regards,

Tammy Gibson
Box Elder County Deputy Clerk

Rose

Rose Annexation



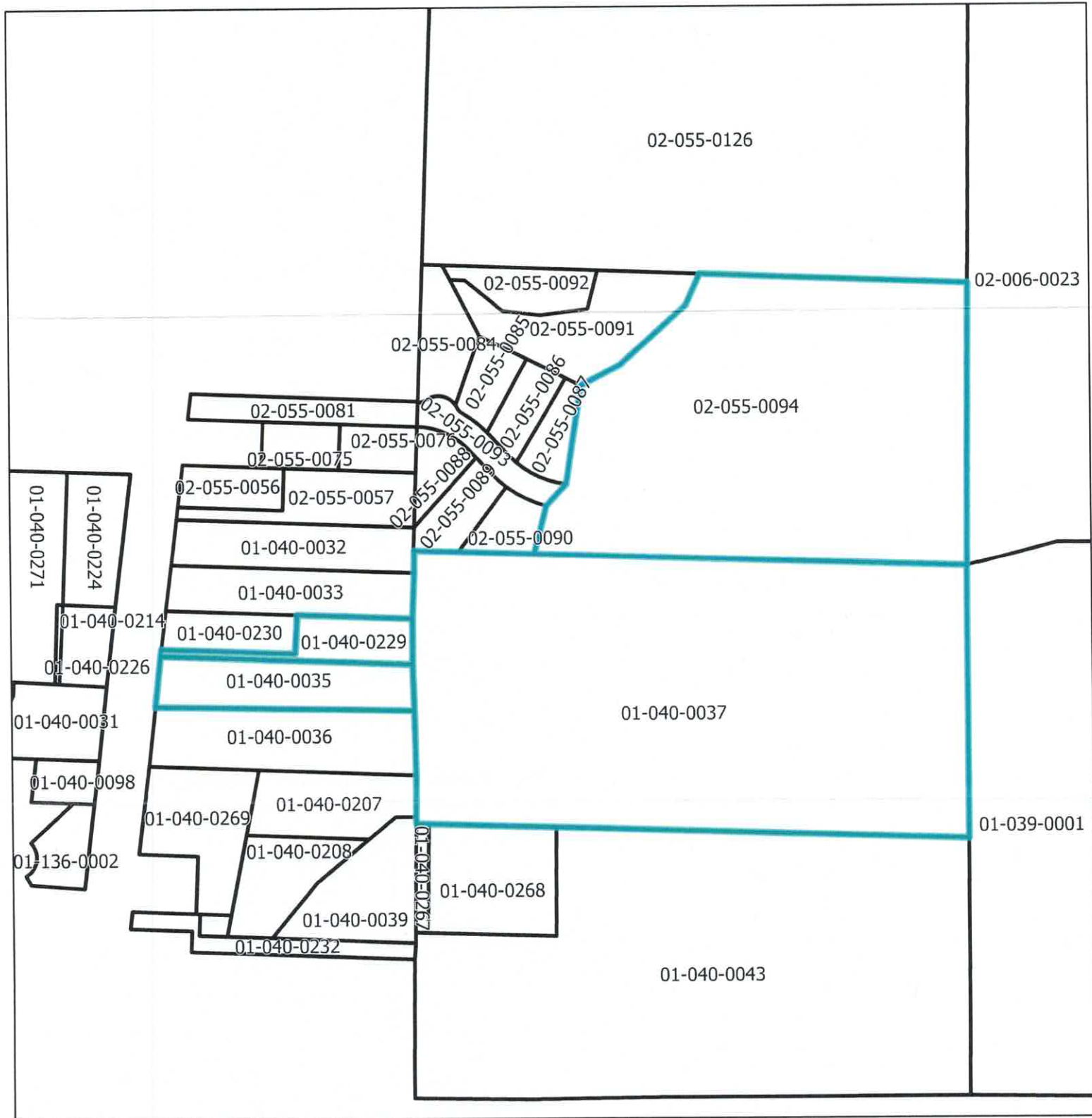
0 150 300 600 900 1,200

Feet

This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land.
No liability is assumed by reason of any reliance hereon.



Rose Annexation



0 150 300 600 900 1,200

Feet

This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated hereon with reference to streets and other land.
No liability is assumed by reason of any reliance hereon.



Public Hearing Notice

Notice is hereby given that Willard City will hold a public hearing to receive public comment regarding Resolution 2024-14 to adopt a fee schedule and policy for development, planning, business license, and other fees. The public hearings starting at approximately 6:35 p.m. will be held in conjunction with Willard City Council Meeting, which starts at 6:30 p.m. on Thursday, October 10, 2024. After the public hearing, the proposed Resolution may be adopted, with or without changes, in the same public meeting. All interested people shall be given the opportunity to be heard. Written concerns are welcome and shall be given the opportunity to be heard. Copies of the proposed Resolution are available for public review at the office of the City Recorder located at 80 West 50 South, Willard, Utah. Any Individual requiring auxiliary services should contact the City Offices at least 3 days in advance (435-734-9881).

Please publish in the October 3, 2024 and October 9, 2024 Box Elder News Journal.

WILLARD CITY FEE & RATE RESOLUTION NO. 2024-14

A RESOLUTION ADOPTING FEE SCHEDULES AND POLICIES FOR DEVELOPMENT, PLANNING, BUSINESS LICENSE, AND OTHER FEES.

WHEREAS, Willard City has enacted various Resolutions and/or Ordinances at various times to set forth a schedule of fees for the various City services and operations as listed above, and

WHEREAS, Willard City has recently adopted updated Land Use and Development regulations and has added/modified processes, fees, and the like,

WHEREAS, it has become necessary to update the current fee resolution regarding various development, planning, business license, GRAMA and other fees to reflect the changing costs of performing services and public benefits, and

NOW THEREFORE, BE IT RESOLVED by the City Council of Willard City, State of Utah, as follows:

The Fee Schedule(s) as adopted by any previous Resolutions or Ordinances that are updated or contained in this Resolution are hereby repealed and in its place this Resolution is adopted establishing the fees for various City services, permits, and processes as follows. All other parts, sections, regulations or fees of any Resolutions or Ordinances other than those modified or included in this Resolution shall remain in full force and effect.

SECTION 1

DEVELOPMENT AND PLANNING RELATED FEE SCHEDULE

SECTION 1.1 BUILDING DEPARTMENT FEES

- 1.1.1 **BUILDING PERMIT FEES:** Building permit fees shall be in accordance with the International Building Code (IBC) as adopted by the State of Utah.
- 1.1.2 **APPLICATION FEE:** \$50.00
- 1.1.3 **PROFESSIONAL FEES:** some individual building lots may require professional services and consultation (i.e., engineering, legal, public health). These costs will be passed on to the applicant and are due at the time of building permit approval and issuance. Failure to reimburse the City for these costs will result in non-issuance of the building permit or a stop work order. These costs are collectible even if the application is withdrawn.
- 1.1.4 **PLANNER CONSULTATION FEE:** \$0.00 First Visit up to 30 min.
\$50.00 for each subsequent visit or phone call exceeding 30 min.

SECTION 1.2

PLANNING FEES

1.2.1

SUBDIVISION

- I. Application Fee: \$1,000 + \$100/lot after the 3rd lot

Included in the application fee is one meeting with the City Planner for sketch plan review, mandatory public hearings with the Subdivision Land Use Authority ("SLUA"), Planning Commission and/or City Council.

- II. Retainer: \$1,000 for fewer than 8 lots
\$3,000 for greater than 8 lots

The retainer will be used, as required, for the public noticing costs and professional review costs incurred by the City.

- III. Professional Fees: Based upon individual project costs. See below.

Projects which require review by the City attorney, City engineer, or other consultant(s) shall be billed to the applicant at the actual billed rates incurred. At the time of making application to the City for approval of a new subdivision, an applicant shall pay a retainer to be used as a credit from which the City may cover the applicant's share of professional fees incurred by the City on an ongoing basis in connection with the application. The City will provide an itemized accounting for charges against the retainer amount. All professional fees incurred by the City that exceed the retainer will be due before signatures and recording of documents. Professional fees incurred by the City are still billable against the retainer even if the application is withdrawn. Amounts exceeding the retainer after an application has been withdrawn are due to the City and considered collectable.

- IV. Additional Review or Revisions:

SLUA, Planning Commission or City Council	\$100/meeting
City Planner	\$50/meeting or phone call exceeding 30 minutes.

- V. Master Planned Developments may be subject to an infrastructure completion bond of 120% of the total infrastructure cost at the discretion of the Planning Commission.

1.2.2

MINOR PLAT AMENDMENT – LOT LINE ADJUSTMENT OR COMBINING 2 OR MORE LOTS.

- I. Application Fee: \$250 + \$250 Retainer

Application Fee includes one meeting with the City Planner and the costs for the required meetings with the appropriate governing body.

Retainer will be applied toward professional review fees for the project.

(For more information on the retainer and professional fees please see the information included for subdivisions.)

II. Professional Fees: Based upon individual project costs. See below.

Projects which require review by the City attorney, City engineer, or other consultant(s) shall be billed to the applicant at the actual billed rates incurred. At the time of making application to the City for approval of a new subdivision, an applicant shall pay a retainer to be used as a credit from which the City may cover the applicant's share of professional fees incurred by the City on an ongoing basis in connection with the application. The City will provide an itemized accounting for charges against the retainer amount. All professional fees incurred by the City that exceed the retainer will be due before signatures and recording of documents. Professional fees incurred by the City are still billable against the retainer even if the application is withdrawn. Amounts exceeding the retainer after an application has been withdrawn are due to the City and considered collectable.

III. Additional Review or Revisions:

SLUA, Planning Commission or City Council	\$100/meeting
City Planner	\$50/meeting or phone call exceeding 30 minutes.

1.2.3

MAJOR PLAT AMENDMENT – PARCEL BOUNDARY ADJUSTMENTS, VACATION, SIGNIFICANT CHANGES TO THE PLAT AS RECORDED.

I. Application Fee: \$400 +\$500 Retainer

Application Fee includes one meeting with the City Planner and the public noticing costs for the required meetings with the appropriate governing body.

Retainer will be applied toward professional review fees for the project. (For more information on the retainer and professional fees please see the information included for subdivisions.)

II. Professional Fees: Based upon individual project costs. See below.

Projects which require review by the City attorney, City engineer, or other consultant(s) shall be billed to the applicant at the actual billed rates incurred. At the time of making application to the City for approval of a new subdivision, an applicant shall pay a retainer to be used as a credit from which the City may cover the applicant's share of professional fees incurred by the City on an ongoing basis in connection with the application. The City will provide an itemized accounting for charges against the retainer amount. All professional fees incurred by the City that exceed the retainer will be due before signatures and recording of documents. Professional fees incurred by the City are still billable against the retainer even if the application is withdrawn. Amounts exceeding the retainer after an application has been withdrawn are due to the City and considered collectable.

III. Additional Review or Revisions:

	Planning Commission or City Council City Planner	\$100/meeting \$50/meeting or phone call exceeding 30 minutes.
1.2.4	CONDITIONAL USE PERMIT	\$250.00 + Professional Review Fees (If needed)
1.2.5	ZONING CHANGE/CITY CODE AMENDMENT	\$2,500
1.2.6	ANNEXATION PETITION	\$2,500

SECTION 2

BUSINESS LICENSE FEES

2.1.1	Business License (New)	\$50.00
	Business License Renewal	\$25.00

Note: All licenses may require other planning department fees and/or permits.

SECTION 3

EXCAVATIONS AND ENCROACHMENTS

3.1.1	Asphalt Cut Repair Bond	\$1,000 bond
3.2.2	Driveway Approach Fee	\$200 + \$250 bond

Includes driveway plan review, rough grade inspection, and final inspection.

* Additional engineering review costs will be billed to applicant.

I. Driveway Reinspection Fee \$100

3.1.2 Excavation Permit

I.	Small: Under 50 cubic yards	\$200
II.	Medium: 51-250 Cubic yards	\$400
III.	Large: Over 250 cubic yards	\$800

* Additional costs of Floodplain Permit and/or elevation certificate or Soils Engineering (Geology) Report and Recommendations may be required.

Additional engineering review costs will be billed to the applicant.

3.1.4

Grading Permits

- I. **Regular Grading** \$250 if less than 5000 Cu. Yd.
- II. **Engineered Grading** \$450 if more than or equal to 5000 Cu. Yd.

Additional engineering review costs will be billed to the applicant. Additional costs of Floodplain Permit and/or elevation certificate or Soils Engineering (Geology) Report and Recommendations may be required.

EFFECTIVE DATE

This resolution shall take effect immediately after its adoption and posting thereof.

Passed and adopted this _____ of September, 2024.

Mayor of Willard City, Travis Mote

ATTEST:

City Recorder, Susan Obray

Willard City, Utah
Public Hearing Notice
City Council

City Council in Willard, Utah, Box Elder County, will hold a public hearing regarding a request for a waiver of water rights for Bay View Estates, Developer Chad Call. The hearing will begin at 6:30 pm on October 10, 2024 - and will be held at Willard City Hall, 80 West 50 South, Willard, Utah. Further information can be obtained by contacting Madison Brown at 435-734-9881.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during the hearing should notify Susan Obray at 435-734-9881 or Willard City Hall, 80 West 50 South, Willard, Utah at least three days prior to the hearing that will be attended.

Chad Call
Bay View Estates Development
1636 S 1100 W
Ogden, UT, 84404
chad@onsite-development.net
801-391-2438
September 24, 2024

To Whom It May Concern,

We, the developers of the Bayview Estates Subdivision, located at approximately 300 North and 300 East, hereby formally submit a request for a waiver of water rights conveyance pursuant to Willard Municipal Code 24.80.120, subsection F-1.

As required by subsection F-2, we provide the following supporting information:

It is our understanding that no municipality can legally mandate more water shares than are necessary to serve its residents. According to Utah law, all water is regarded as public property, and a city may only acquire water rights based on the principle of "beneficial use." This principle stipulates that a city can only claim the quantity of water it actually requires to serve its residents. During our SLUA meeting on June 27th, it was indicated that the city currently possesses an excess of water shares beyond what is necessary for the needs of Willard City residents. This was further corroborated in the last council meeting by information regarding a special city council meeting scheduled for November to discuss the surplus water shares held by the city.

While we are not 100% certain as to all the ways this situation has arisen, but we contest that one reason is the city's practice of retaining water shares when selling land to private citizens, and subsequently requiring those citizens to provide additional shares for development of the same land.

This practice is indeed applicable to the land we are proposing to develop. As demonstrated in Exhibit A, the city was deeded this land clear back in 1882 by the United States Government. At the time of sale, the water shares were not conveyed to us. Therefore, the city already possesses the shares necessary to service the residents of this development. Requiring us to provide additional shares would violate the principle of beneficial use and would unnecessarily increase the total number of shares held by the city.

In conclusion, we would like to express our gratitude to the city council for your consideration of our waiver request. We are confident that upon careful review, you will arrive at the same conclusion we have reached. We look forward to attending the meeting, accompanied by our attorney, to further discuss this matter.

Sincerely,

Chad Call
Bay View Estates Development

A handwritten signature in black ink, appearing to read 'Chad Call', is written over a horizontal line.

certificate
No. 2289

United States of America

To all To Whom These Presents Shall Come, Greetings

Whereas George W. Ward Mayor of Millard City (In Elder County Utah Territory in trust for the several use and benefit of the occupants of the Townsite of Millard City in said County and Territory according to their respective interests had deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Salt Lake City Utah Territory whereby it appears that full payment has been made by the said George W. Ward Mayor as aforesaid in trust as aforesaid according to the provisions of the act of Congress of the 20th of April 1820 entitled an act making further provision for the sale of the Public lands and the act supplemental thereto including Sections 2387 and 2389 of the Revised Statutes for the following described tract of land to wit: the South West ^{quarter} of the South East of Section twenty-three and the West half of the North East Quarter of Section twenty-six township eight north of range two west of Salt Lake Meridian in Utah Territory containing one hundred and twenty acres according to the official Plat of the Survey of the said lands returned to the General Land Office by the Surveyor General which said tract has been purchased by the said George W. Ward Mayor as aforesaid in trust as aforesaid.

Now Know Ye That the United States of America in consideration of the premises and in conformity with the several acts of Congress in such case made and provided Have given and granted and by these presents do give and grant unto the said George W. Ward Mayor as aforesaid in trust as aforesaid and to his successors the said tract above described To Have and To Hold the same together with all the rights, privileges, immunities and appurtenances of whatever nature thereunto belonging unto the said George W. Ward Mayor as aforesaid in trust as aforesaid and to his successors and assigns in trust as aforesaid. Provided that no title shall hereby be acquired to any mine of gold, silver, cinnabar, or copper or to any valid mining claim or possession held under existing laws; And provided further that the grant hereby made is held and declared to be subject to all the conditions limitations and restrictions contained in Section two thousand three hundred and eighty-four

LAND PURCHASE AND SALE CONTRACT

I. The Parties. This Land Purchase and Sale Contract ("Agreement") made on JUNE 3, 2022 ("Effective Date") is between:

Buyer: DIAN MICHAEL CALL AND JENNIFER CERNICK ("Buyer") with a mailing address of 6265 S HARRISON BLVD OGDEN UT, City of OGDEN, State of UTAH who agrees to buy,

AND

Seller: WILLARD CITY ("Seller") with a mailing address of _____, City of WILLARD, State of UTAH, who agrees to sell and convey the real property described in Section II. Buyer and Seller shall be collectively known as the "Parties."

II. Legal Description. The real property is described as vacant land with a total gross area of 7.83 ☐ Square Feet (SF) ☒ Acres (AC). The real property is further described as:

Street Address: 300 S 300 E

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): 02-050-0028

Other Description: _____

III. Earnest Money. After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$ 0 N/A as consideration by _____, 20 at : ☐ AM ☐ PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted ☐ is ☐ is not required to be placed in a separate trust or escrow account in accordance with State law.

IV. Purchase Price and Terms. The Buyer agrees to purchase the Property by payment of \$ 550,000 (FIVE HUNDRED FIFTY THOUSAND Dollars) as follows: (check one)

☒ - **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3rd) party documentation verifying sufficient funds to close no later than N/A, 20 at : ☐ AM ☐ PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure



Buyer's Initials [Signature] Seller's Initials TM

of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

N/A ☐ - **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

- ☐ - Conventional Loan
☐ - FHA Loan (Attach Required Addendums)
☐ - VA Loan (Attach Required Addendums)
☐ - Other: N/A

- a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
c.) On or before _____, 20____, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval ☐ is ☐ is not contingent on the lease, sale, or recording of another property;
d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section IV(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within ____ days from the date in Section IV(c);
e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section IV(c) regarding the financial institution, type of financing, or allocation of closing costs; and
f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

☐ - **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- a.) Loan Amount: \$ _____
b.) Down Payment: \$ _____
c.) Interest Rate (per annum): _____ %
d.) Term: _____ ☐ Months ☐ Years



Buyer's Initials [Signature]

Seller's Initials Tm

e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before _____, 20____. The Seller shall have until _____, 20____ to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

V. Sale of Another Property. Buyer's performance under this Agreement: (check one)

☒ - Shall not be contingent upon selling another property.

☐ - Shall be contingent upon selling another property with a mailing address of _____, City of _____, State of _____ within _____ days from the Effective Date.

VI. Closing Costs. The costs attributed to the Closing of the Property shall be the responsibility of ☐ Buyer ☐ Seller ☐ Both Parties. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

VII. Funds at Closing. Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

VIII. Closing. This transaction shall be closed on JUNE 9, 2022 at 5:00 ☐ AM ☒ PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.

IX. Survey. Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than 48 hours prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. If no survey is conducted buyer waives any and all claims of whatever nature against the Seller.



Buyer's Initials

[Handwritten Signature]

Seller's Initials

[Handwritten Signature]

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

X. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

XI. Title. Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will, at the shared expense of both Buyer and Seller, order a Title Search Report and have delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have N/A business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have _____ business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

XII. Property Condition. Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until

N/A, 20____ at ____:____ ☐ AM ☐ PM.

After all inspections are completed, Buyer shall have until _____ 20____ at ____:____ ☐ AM ☐ PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have _____ business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an

Buyer's Initials [Signature] Seller's Initials Tm

agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

XIII. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XIV. Appraisal. Buyer's performance under this Agreement: (check one)

☒ - Shall not be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

☐ - Shall be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have ____ business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

XV. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

XVI. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within N/A business days with all parties being relieved of their obligations as set forth herein.

XVII. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.



Buyer's Initials

[Handwritten initials]

Seller's Initials

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A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

XVIII. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XIX. Buyer's Default. Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section III. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.

XX. Seller's Default. *Buyer's only remedy is rescission*

XXI. Earnest Money Dispute. Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXII.

XXII. Dispute Resolution. Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.

- a.) **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with State law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.



Buyer's Initials *[Signature]* Seller's Initials *[Signature]*

Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

- c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with State law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

XXIII. Governing Law. This Agreement shall be interpreted in accordance with the laws in the State of UTAH.

XXIV. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXV. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVI. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXVII. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by N/A, 20__ at __: __ ☐ AM ☐ PM.

XXVIII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.



Buyer's Initials

[Handwritten signature]

Seller's Initials

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Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXIX. Licensed Real Estate Agent(s). If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXX. Disclosures. It is acknowledged by the Parties that: (check one)

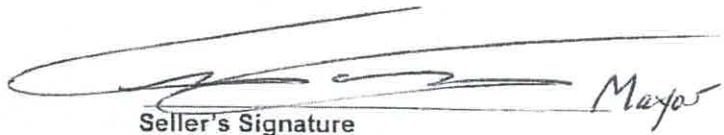
- ☒ - There are no attached addendums or disclosures to this Agreement.
- ☐ - The following addendums or disclosures are attached to this Agreement:
- ☐ - Lead-Based Paint Disclosure Form
 - ☐ - _____
 - ☐ - _____
 - ☐ - _____

XXXI. Additional Terms and Conditions. Buyer will comply with
water ERU at the time of development.

XXXII. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. All prior negotiations and agreements between the parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

XXXIII. Signature

Date: 6/6/2022


Seller's Signature

Travis Mote
Print Name



Buyer's Initials AK Seller's Initials TM

Date: _____

Seller's Signature

Print Name

Date: 6-3-22

Buyer's Signature

Print Name

Date: 10-3-22

Buyer's Signature

Print Name

Date: _____

Agent's Signature

Print Name

Date: _____

Agent's Signature

Print Name



Buyer's Initials

AK

Seller's Initials

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January 27, 2022
Willard City Council Meeting
Willard City Council Room
6:30 p.m.

other option was not even to pursue that at all and then the last option would be the city create private street.

Mayor Mote said at one point the Council was inclined to do something for them and then there became a concern that the city would end up in a property dispute year down the road, off and on as it has happened in neighboring cities. He said at one point he instructed Chris to write an ordinance and then because of the change in direction on the discussion he was told to wait.

Council Member Ward said the options in his mind that is the best for the city, is to sell the property or decide how much footage the City is willing to sell to those parties. He stated sell that footage to those parties and let them work out their own easements, so they do not have any conflicts to get into their houses. Council Member Seamons listened to what Bryce said if the City gives up the thirty feet for a road, we lose frontage having enough for a road down the middle, we do not have enough frontage to do that. Bryce said the slope is a problem it did not work for wider street either. Council Member Braegger likes the lot line idea, he felt it was a straightforward way, but the only problem is where does that leave the City if we do exactly what Fred said, let them make their own agreement or is the city going be back down there in 10 years. Colt said when he went to the county GIS web map, the city does own property just south of there. Colt said that was the concern is that trying to dispose of it and trying to collaborate with them might end up being the best approach, but there will always been a potential that there is going to be a dispute. Council Member Braegger said the City Council talked about fire protection for those homes that fire protection almost must occur along that easement. He said because coming from the bottom it is almost impossible. Council Member Mund said that is why they have the driveways with the steep grade to the road. Each property should have known up front that the road was not there. He continued, "somebody pushed it through, it was not the city that opened the road across their back yard." He said to leave it alone. Council Member Braegger said the only reason he is saying they sell it to him is then they can make a stipulation that will be there for fire protection on those homes. Colt Mund said that is a possibility. Council Member Ward felt the city should sell the whole thing and let them deal with whoever buys it. Council Member Kunzler stated the council can make an offer to sell eighteen feet contingent on all five landowners coming to an agreement, if only four agree then it is a no go, if all five landowners need to come to an agreement, they can get the public safety easement. He felt that at least it shows the landowners the Council is putting in the effort to help them out. Council Member Mund asked where is the property line regarding the road on the east side? Council Member Braegger said the road is City property. Council Member Mund confirmed it is a piece of surplus property, isn't the disposal of surplus property regulated by state code, is there some kind of a bidding program? it cannot just be given away or sold. He felt the Council should just sell the whole parcel of property. Colt Mund said the property must be designated on what is a significant parcel, which is one acre. Colt Mund said there are certain requirements the road must meet that are in the international fire code. Council Member Seamons agrees with Council Member Mund on just selling the whole parcel of property. Council Member Mund said the fire trucks are not going to be able to get up that road in the condition it is in. He continued not only will the homeowners have to purchase the property they will have to improve the condition of

January 27, 2022
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Willard City Council Room
6:30 p.m.

all your money in November or December. He expressed to the council they may want to start looking at the budget for next year 2023 as well as looking at capital projects. Mayor Mote said he would like to come to the mid-year meeting.

Motion: Council Member Seamons moved to approve the 2021 December Financials. Council Member Braegger seconded the motion. The motion passed unanimously.

e. Master Plan Update-Bruce Parker

Mr. Parker stated Chris had informed him a second survey is not necessary. Mr. Parker explained to the council that he needs to now pull together the entrenched items, transportation, land use, and moderate-income housing element, pull that together and then probably collaborate with the council and the Planning Commission through a work session environment to revise the document before it goes to a public hearing. He said they have most of the drafting done. Mr. Parker asked for a little bit more time, a couple of weeks. He assured they would be able to provide a solid draft back to the Council to review. He mentioned that is not to say it would not be subject to change, though, that is the process we need to have with the Council and the Planning Commission. Mr. Parker suggested putting together scenarios, of the land use map and visualize them both in the plan view, and graphics. He would present it then to the community and ask for their preference. Mayor Mote asked when would be appropriate time to start looking at a work session with you? He said he would get the full document to the Council and Planning Commission first and have them look at it over about week or so after, then a work session could be scheduled. He explained he needed to coordinate with Dr. Perrin who is also on the team, he asked if they would give him to the third week of February and his team could get it to the Council and Planning Commission. He said it might take more than one work session. The City Council said they would plan on the 21st of February for a draft. Mayor Mote said Dr. Parker and the Mayor discussed making sure that our existing approved subdivisions are already on this plan. Chris Breinholt gave Dr. Parker some shapefile and they are complete. Mayor Mote asked if it included the commercial areas. Bryce Wheelwright, Willard City Planner stated the zoning map has been updated and shows the PUDs.'

f. Discussion and action on City owned Surplus Property located on 300 east

Mayor Mote said this was discussed at a work session and it did not really arrive at a better decision on how to manage the access for the residents on 300 E. Council Member Braegger stated it came back to Colt and what was legal for what the Council was looking at for the easement and how the Council would do something along there further. Colt Mund, City Attorney explained there are a couple of options as was discussed, he thinks the simplest legal approach is if the City Council and Mayor are inclined to sell the property to those land owners it would be to have them work out an easement amongst themselves, and then instead of the city doing a subdivision to dispose of the property would probably do a lot line adjustment, and save the City some time and so that was one option. The second option was the Mayor's creative idea to do joint tenancy or tenancy in commons. He stated he looked at the state code, he thought every time a landowner sale or conveys their property that severs that kind of relationship, and it is the same thing with the tenancy, he felt it may not be the best approach. He mentioned the

the road. Council Member Braegger stated a developer could purchase the property and work with the homeowners and the road situation.

Motion: Council Member Mund moved to advertise and sell the whole parcel of surplus property. Council Member Ward seconded the motion. Members voting aye: Council Member Mund, Council Member Ward, Council Member Seamons. Members voting nay: Council Member Braegger, and Council Member Kunzler. Motion carries 3 aye 2 nay.

Chris Davis asked what the period was to have it out for bid. Council Member Mund stated this is something we have not discussed. Mayor Mote asked if there were water rights with the property. Chris said it was his understanding that it does not have water rights. Mayor Mote asked if the city is willing to provide so many acre feet of water to that property? If someone buys the property to subdivide, they will come to the City and ask for water rights to the property. Chris commented when someone does a subdivision by ordinance, they are required to bring so many ERU depending on the amount of property. Council Member Kunzler proposed with the sale of the property the City will provide 15 ERUs worth of water. Chris replied that was a legal question the Staff will have to research it. Council Member Mund mentioned the City is not in a big hurry to put it out there for bid. He said the first thing is to get an appraisal. Chris Davis replied it has been appraised. Council Member Seamons said he was told that the city has all this water and cannot sell it to anybody. Chris stated water can be sold, water shares cannot.

Chris stated the Council needs to look at if we want to provide water to this surplus parcel. Council Member Ward said he was surprised this little plot of land the City owns does not have water rights. Chris said this parcel was incorporated in the city. Council Member Ward asked if legally the city can unincorporated the parcel, but then the developer will just bring it back to the city. He stated if some research is done on that piece of property, it will have water rights because all of Willard City's property has water rights.

Mayor Mote stated this item is tabled for now to give Colt some time to research the surplus property. He said then we can meet and discuss it in a work session and tackle these water issues that we had listed on the board the other night.

Council Member Braegger made a motion to table the water issue for the surplus property. Council Member Kunzler seconded the motion. The motion passed unanimously.

Council Member Ward excused himself at 7:40 p.m.

g. Discussion and action on Resolution 2022-02 A RESOLUTION OF THE WILLARD CITY COUNCIL DECLARING TWO VEHICLES AS SURPLUS PROPERTY AND ALLOWING THEM TO BE SOLD.

Chris Davis, City Manager explained the Dodge Durango has 128,000 miles and the Tundra truck that has 159,895 miles. A 2009 Explorer replaced the Durango it has 26,000 miles. It was

looks forward to developing her property and having it be beautiful the way she likes it. She is in favor of the MPC Zone.

Chandler Bingham: Mr. Bingham declared this ordinance has been a lot of work for the Planning Commission and City Council. Mr. Bingham stated he does not want to have 50-acre zones. He feels 10-acre zones are good. Some of the concerns from people is to keep the rural feel, and that is part of the reason it is the 10 acres.

Motion: Council Member Ward moved to close the public hearing. Council Member Braegger seconded the motion. The motion was unanimously approved.

ii. **A public hearing regarding Resolution 2022-06 to approve the Waiver for the Surplus Property.**

Motion: Council Member Kunzler moved to open the public hearing for Resolution 2022-06. Council Member Ward seconded the motion. The motion was unanimously approved.

Chris Davis, City Manager explained the City has an ordinance which requires a property owner when they subdivide to provide one acre foot of water, if they are going to develop on that property. Cities cannot transfer water share, people can, the state can. This surplus property does not have any water rights attached to it, property typically does not. If the property were to be sold, the buyer would have to bring in the water. There is a provision in the ordinance that allows a waiver for this particular purpose. He continued there is not any water, it does not need to have water rights for this piece of property. In order to get a waiver, the city council must have a public hearing, public input and then pass a resolution that would allow that provision. There were not any public comments.

Motion: Council Member Ward moved to close the public hearing on Resolution 2022-06. Council Member Seamons seconded the motion. The motion was unanimously approved.

3b. **Discussion/Action Ordinance 2021-02 approving the Master Planned Community Zone.**

Mayor Mote told the City Council they will go over all the subtitles and ask for any changes. If agreed on they will move forward if there is not agreement there will be a vote.

12-106-1. Development agreement instead of plan. All Council Members agreed.

12-106-2. Minimum size of each zone shall be at least 20 acres. All Council Members agreed.

12-103-3. A minimum of twenty percent (20%) open space.

Council Member Ward wanted to reduce the open space to 10%,

Council Member Kunzler wanted the developer to be able to buy back some of the open space.

Council Member Seamons felt 30% is too much and 10% is not enough.

Council Member Ward felt 20% is too much open space.

Council Members voting aye for 10% Council Member Ward and Council Member Mund.

technically the city does not own water rights they only own the system that conveys the water. Council Member Kunzler stated if a developer subdivides this property, they will either get a waiver from the city or transfer water rights to the property. There are currently no water rights with this property. Mayor Mote informed the council Willard does have water rights in the cities name but cannot transfer these rights. Mayor Mote asked City Attorney Mund if the city could sell the property and, in the agreement, state the city would provide one city hook-up per half acre. Colt said they could have an agreement stating that but as Council Member Kunzler and Ward stated the property would be worth more doing the waiver. Council Member Ward stated if someone were to buy, they would have to take into consideration the water they would have to purchase to go with the land. Council Member Braegger said the simplicity of the waiver makes the property more valuable. Mayor Mote stated the council needs to be prepared for developers coming and asking for waivers. He said the council needs to be prepared and determine the number of hook-ups they will give the developers that come in and at what level. Bryce Wheelwright stated if the city gives them a water hook-up there are also impact fees that go along with that hook-up to pay. The Mayor retracked and felt the waiver would be the better option. He reported the city needs to have a good inventory of what their water rights are. According to the City Engineer the city does not have enough water rights to fully build out the city. Colt commented the city must treat every entity and every individual the same. He said the city does not get preferential treatment and should be treated like every other individual would. Council Member Mund said the property should be sold the way it is, without the waiver.

Motion: Council Member Mund moved to table this item indefinitely. Council Member Seamons seconded the motion. Motion tabled with no decent.

4. Approval of Minutes

1. Approval of the March 10, 2022, Regular City Council Minutes

There were corrections to the minutes. Corrections were noted.

Motion: Council Member Ward moved to approve the minutes with corrections. Council Member Seamons seconded the motion and carried unanimously.

5. Financials

a. Warrants, Vouchers, and Reports

The warrants and vouchers were reviewed individually and signed. Mayor and Council Members signed the payment approval.

6. Department Reports

a. Public Works

Chris Davis, City Manager reported the city has hired two new public works employees (Payden Vine and Dallin Jensen). He stated both employees worked for Tremonton City. Chris said the employee hired for the Supervisor position has level 4 water and level 4 sewer certifications

Willard City Council Meeting
March 24, 2022
6:30 p.m.
Willard City Council Chambers

Motion: Council Member Mund moved to accept figure 5 and replace it with XL1. Council Member Ward seconded the motion and carried unanimously.

Motion: Council Member Seamons moved to accept Rocky Mountain Power as our streetlight supplier. Council Member Ward seconded the motion. Aye: Council Members Seamon, Mund, Braegger, and Ward. Council Member Kunzler recused himself.

Motion: Council Member Mund moved to approve and adopt the standards deleting #9 and adding to #18 wording "without city approval". Council Member Seamons seconds the motion and carried unanimously.

Motion: Council Member Ward moved to approve the public works standards as amended. Council Member Seamons seconded the motion and carried unanimously.

c. Discussion/action on the road projects for FY23 -Zac Burk.

Mayor asked about the road sweep in Granite Ridge Phase 1. The chip and seal road in phase one is not acceptable. Zac Burk with Jones & Associates agreed. Mayor Mote said there will not be another phase approved in Granite Ridge until some of the items are addressed. Colt Mund, City Attorney stated the Development Agreement should address the developer's obligation. He said he did not know what was agreed upon when it was sold to another developer. This development is on its third owner. The city would have to research the development agreement or sale transaction to what they agreed upon. Chris Davis, City Manager stated the warranty date may have run out. Chris, Mayor Mote, and Bryce will be meeting with the new owner of Granite Ridge Phase 1 in the next couple of weeks. Zac sent out the 2022 street maintenance projects. The concept cost estimate included 250 W (Center St. to 100 S.), and 1050 N.-Hwy 89 to west end. The total cost is \$91,149.85 that includes engineering costs. (Cost estimate included in minutes).

d. Review on policies for the Master Plan.

The City Council would like to have a work session in May on the policies for the master plan. There is a lot of information to go through.

Motion: Council Member Braegger moved to set a budget work session on April 20th at 6:00 p.m. Council Member Seamons seconded the motion and carried unanimously.

e. Discussion/action Resolution 2022-06 approving the waiver for the Surplus Property located at 270 East 300 South (tax ID. # 02-050-0028).

Council Member Ward stated on 12-400-12-06 the water rights acquisition policy and conveyance from the subdivision ordinance states: Any applicant, person, or entity which is subject to this water rights which is subject to this water rights acquisition policy and conveyance requirement, may file, in writing, either prior to or concurrent with the application that triggers the water rights conveyance requirements, and appeal or request for adjustment, modification, exception, or waiver of the requirement with the City Council securely from all or portion of the water right acquisition policy requirements as contained in this section. He said



ANNEXATION PETITION APPLICATION

Annexation Information

Proposed Name of Annexation: MUND WILLARD ANNEXATION

Application Date: 9/18/2024

Location of Property: 01-040-0007

Total Acreage of Proposed Annexation: total 7 acreage

Total Number of Parcels in Proposed Annexation: 1

Current Use of Property: grazing cows

Surrounding Land Uses: in front is water wells service S

Requested Zoning: yes new parcel # for 1 acre out of the 7 acres

Percentage of the Private Real Property within the Proposed Annexation is Represented by the Signatures of the Owners: Don't know

Percentage of the Value of Private Real Property within the Annexation Plat is Represented by the Signatures of the Owners: Don't know

Sponsor Information

Sponsor Name / Authorized Agent: Still deciding

Phone: _____ E-mail: _____

Address, City, State, Zip: _____

Engineer or Surveyor Information

Name of Surveyor or Engineer: Maybe Hansen in Brigham City

Phone: _____

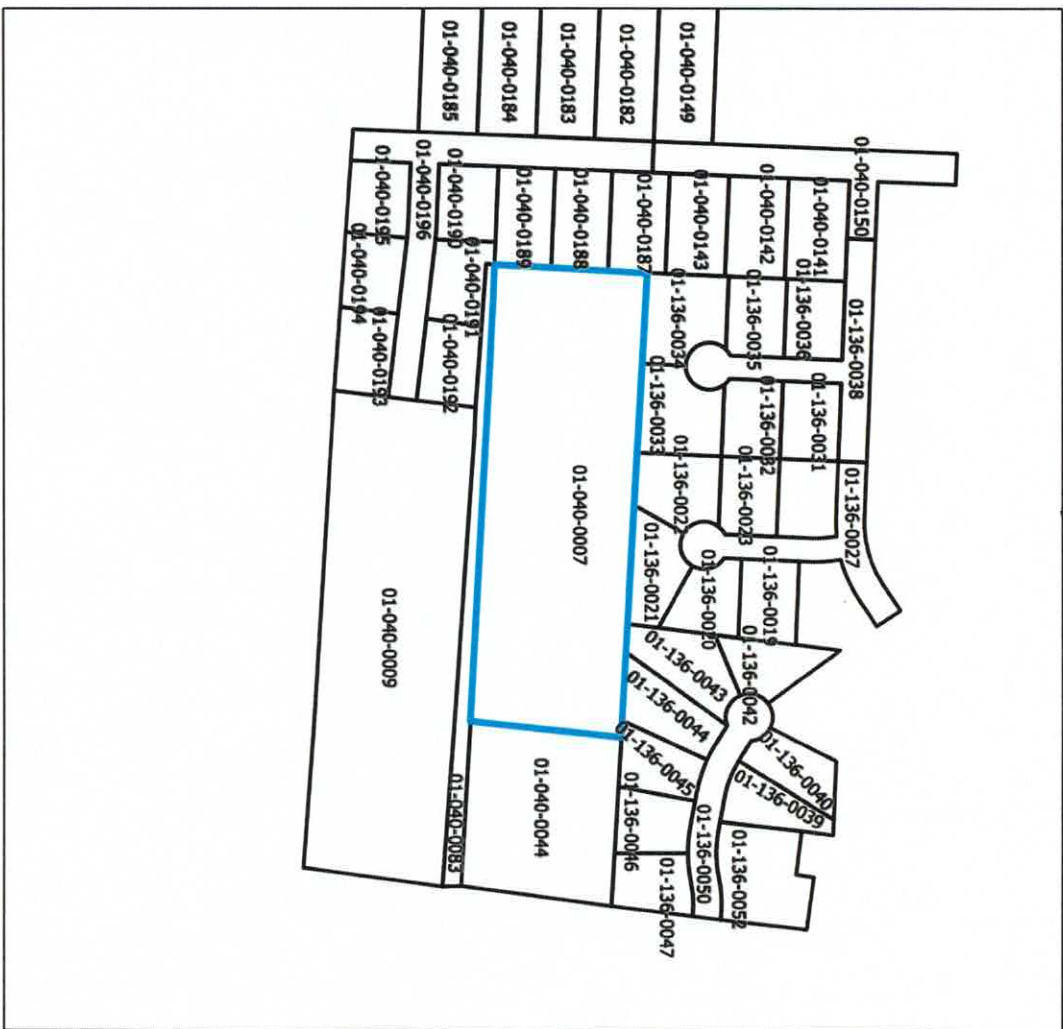
Address, City, State, Zip: _____

E-mail: _____

NOTE

Per Utah State Code Section 10-2-403(7), it is the responsibility of the **SPONSOR** of a Petition for Annexation to deliver to the County complete copy of the same petition to annex property on the same calendar day the petition is file with the City.

Mund Annexation



BOX
ELDER
COUNTY

0 100 200 400 600 800 1,000
Feet

This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated herein with reference to streets and other land.
No liability is assumed by reason of any reliance thereon.



This aerial map shows a residential development with numerous lots. A large rectangular area in the center is highlighted with a blue border. The lots are numbered as follows:

- 01-040-0184
- 01-040-0185
- 01-040-0186
- 01-040-0187
- 01-040-0188
- 01-040-0189
- 01-040-0190
- 01-040-0191
- 01-040-0192
- 01-040-0193
- 01-040-0194
- 01-040-0195
- 01-040-0196

The highlighted area is located between lots 01-040-0188 and 01-040-0192, and between lots 01-040-0190 and 01-040-0194. It is a large, rectangular plot of land, likely a common area or a specific lot within the development.

► Z

Home Building Letter of Intent

Brianna & Carson Mund
130 Ashe Circle
Brigham City, UT 84302

Date: 9/23/2024

Willard City

Subject: Letter of Intent Building a Home on 01-040-0007

We are writing this letter to you in order to notify you about our intentions. Rodney Mund has brought to our attention that we can build a home on his 7 acre property giving us one acre of land to build on his parcel 01-040-0007.

I am sending this letter of intent and asking if you agree and accept our offer of annexation the 01-040-0007 into Willard City, Utah. Thank you.

Sincerely,
Carson & Brianna Mund