

# *Willard City Corporation*

80 West 50 South  
Box 593



Willard, Utah 84340  
(435)734-9881

## **(Amended agenda Item 5d)**

The Willard City Council of Willard City Corporation will hold a work session meeting on **Thursday, July 10, 2025**, at **5:00 p.m.** at Willard City Offices 80 W 50 S. The regular meeting will begin promptly at **6:30 p.m.** The agenda will be as follows:

### **5:00 p.m. Work Session**

#### **1. Discussion with Pat Burns**

**6:30 p.m.**

#### **1. Call to Order**

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

#### **2. Public Hearing(s)**

1. **A public hearing** regarding Resolution 2025-12 to authorize compensation for planning and zoning commission members.
2. **A public hearing** regarding Resolution 2025-13 implementing a multi-year rate adjustment schedule for water and sewer rates.
3. **A public hearing** regarding Resolution 2025-14 to implement a rate adjustment for garbage Service.

**3. 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.)

#### **4. Planning Commission Report**

#### **5. New Business**

- a. Discussion/Approval of Resolution 2025-12 to authorize compensation for planning and zoning commission members.
- b. Discussion/Approval of Resolution 2025-13 implementing a multi-year rate adjustment schedule for water and sewer rates.
- c. Discussion/Approval of Resolution 2025-14 to implement a rate adjustment for garbage Service.
- d. Discussion with Garth Day regarding his Development Agreement.

## **6. Minutes**

- a. Approval of June 26, 2025, City Council Minutes

## **7. Financial**

- a. Warrants, Vouchers, Reports

## **8. Department Reports**

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

## **9. Council Member Reports**

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

## **10. Next agenda August 14, 2025**

## **11. Mayor's General Correspondence and Information**

## **12. City Manager's Report**

## **13. City Planners Report**

## **14. City Attorney Report**

**15. 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.

## **16. Adjourn**

/s/ Susan O'Bray  
City Recorder, Willard City  
Posted July 7, 2025

**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 \_\_\_\_\_, 2025 (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. Concurrent with the execution of this Agreement, the CITY Council approves a zone change of the Property as shown in Exhibit B with the conditions laid out within this Agreement.
- C. Developer has proposed a Preliminary Site Plan EXHIBIT C that has been reviewed by the CITY Planning Commission and CITY Council.
- 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) CITY public works standards, (iii) applicable provisions of CITY Zoning Code, (iv) all other features as generally shown on the Preliminary Site Plan, and (v) 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 changes in project access, increase in residential housing density from the Preliminary Site Plan, increase in the overall number of units in the development, changes in average lot size, 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 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 Willard City Council which shall not be unreasonably withheld.

4. The Developer shall submit for each phase of the development a preliminary subdivision application which includes an MPC site plan which shall be reviewed and considered for compliance with the Willard City Land Use and Zoning Ordinances by the Planning Commission. Upon approval of a preliminary subdivision application and site plan by the Willard City Planning Commission, the Developer will then complete and submit a final subdivision application and subdivision improvement plan for each phase of the development to the Willard City Council acting as the final land use authority for approval of each phase of the Master Planned Community Zone. Approval of the subdivision applications shall not be unreasonably withheld by the CITY.

5. Parcel A shall either be dedicated to the City as a public right of way or conveyed by Developer to a private party. In either circumstance, Developer's conveyance or dedication of Parcel A shall be credited to the Developer as open space pursuant to the Master Planned Community Zone Ordinance.

6. 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 sufficient water rights to satisfy the anticipated future water needs of the Property and ensure sufficient water per ERU for Developer's project as determined by the CITY Engineer and CITY Zoning Code. The CITY may not issue building permits until such time as the City Engineer has confirmed in writing that the water rights to be dedicated are free of any lien or encumbrance, and Developer has installed the above-mentioned subdivision improvements in a manner consistent with the CITY public work standards and acceptable to the City Engineer.

7. 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.

8. Storm Water Detention. The Developer acknowledges and agrees that it shall be solely responsible for the financing and construction of storm water detention facilities of an adequate size to handle on-site storm water runoff generated by the Project. The final design and configuration of the detention facilities shall be subject to approval by CITY, Box Elder County/Willard Flood Control Board.

8. Time Limitation for Improvements. All water lines, including dry 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 any guaranty bond money to complete the development improvements.

9. 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 96 ERUs within the Project. That density equals approximately 2.5 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. Absent written approval by the Willard City Council, Developer may not increase the overall density or number of units in the development. Additionally, with the execution of this Agreement, Developer may only develop the Project for residential development and any other uses within the Project are not approved and are strictly prohibited.

10. 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 and shall conform to the CITY's master road plan. 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. CITY shall not be responsible for maintenance of any private road within the Project.



c. Developer shall construct the Project in such a manner as to keep the Project free of trash, litter, and other debris. Developer shall exercise its best efforts to limit the amount of dust associated with the Project and to keep the Project free of any nuisances, public and private.

11. 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.

12. Open Space Requirement. CITY's master planned community zone ordinance requires a minimum of twenty percent (20%) open space in each MPC Zone which is calculated based on the overall acreage of the Property. To meet the open space requirement in part, Developer will convey Parcel A to a private party or dedicate Parcel A to CITY, Developer will construct a storm water detention basin which will be dedicated to the Willard Flood Control District, and which will provide recreational amenities to the public such as a walking trail, and sports field. In order to meet the remaining open space requirement for the Project it is anticipated that Developer will pay a fee in lieu of dedicating open space to the CITY. To determine the amount required for the fee in lieu of open space, Developer shall pay, at its sole cost and expense for a certified real estate appraiser to conduct an appraisal of the Property based on the "highest and best use" to determine the fair market value of the Property. In the event CITY disagrees with the appraised value, CITY reserves the right to conduct its own appraisal of the Property. In the event there is a discrepancy between the two (2) appraisals of \$30,000.00 or less then the median value between the two (2) appraisals will be used for the fair market value of the Property and to calculate the fee in lieu of open space. In the event the difference between the two (2) appraisals is \$30,001.00 or more then the parties will mutually agree to select a different appraiser to conduct a third and final appraisal. The parties agree to abide by the appraised value of the Property as determined by the third appraisal.

12. 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. In the event Developer desires to use such materials outside the Property they shall first obtain all necessary permits from CITY, including an excavation permit. 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.

13. 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.



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

15. 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 and Vested rights are contingent upon commencement of the first phase of the Project, and each subsequent phase thereafter, being pursued with diligence and consistency within one (1) year of approval of the Master Planned Community Zone. In the event Developer does not proceed with the commencement of work on the Project with diligence then such approval of the Project shall lapse, and Developer's vested rights be deemed null and void.

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:

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

17. 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;

18. 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,

19. 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.



20. 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.

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

22. 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.

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 consistent with the relief allowed under the Municipal Land Use, Development, and Management Act, 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.



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.

28. 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.

29. 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.

30. Entire Agreement. This Agreement, together with the exhibits attached hereto, and all regulatory approvals given by the CITY for the Project, contain the entire Agreement of the parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

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.

34. Approval of Agreement. The Developer certifies that the person executing this Agreement on behalf of Developer is duly authorized and fully empowered to execute the same for and on behalf of Developer.



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**

## **NOTICE OF PUBLIC HEARING**

### **WILLARD CITY COUNCIL**

Notice is hereby given that the Willard City Council will hold a public hearing on July 10, 2025, at 6:45 pm to receive public comments regarding **Resolution 2025-12** to authorize compensation for planning and zoning commission members.

#### **SECTION 1 – COMMISSION MEMBER COMPENSATION**

Each appointed member of the Willard City Planning and Zoning Commission shall receive \$25 per meeting attended.

The commission meets twice per month, with an annual maximum of 24 meetings per year.

Compensation shall be paid annually in December, based on verified attendance records.

#### **SECTION 2 – ATTENDANCE REQUIREMENT**

Payment shall be contingent upon attendance, confirmed via official meeting minutes.

Members who fail to attend a meeting shall not receive compensation for that meeting.

This includes alternative attendance regardless of whether they are participating.

#### **SECTION 3 – EFFECTIVE DATE**

This resolution shall take effect immediately upon passage and adoption, with compensation beginning in the next calendar year.

A copy of the Resolution is available at Willard City Offices 80 West 50 South Willard Utah 84340

City Recorder, Susan O Bray 435-734-9881

Posted July 3, 2025



## **Resolution No. 2025-12**

### **A RESOLUTION AUTHORIZING COMPENSATION FOR PLANNING AND ZONING COMMISSION MEMBERS**

**WHEREAS**, the Planning and Zoning Commission plays a vital role in guiding development and land use decisions in Willard City; and

**WHEREAS**, commission members dedicate significant time and expertise to reviewing applications, conducting public hearings, and ensuring compliance with municipal and state zoning regulations; and

**WHEREAS**, the City recognizes the value of compensating commission members for their service and commitment to the community;

**NOW, THEREFORE, BE IT RESOLVED** by the Willard City Council as follows:

#### **SECTION 1 – COMMISSION MEMBER COMPENSATION**

- Each appointed member of the **Willard City Planning and Zoning Commission** shall receive **\$25 per meeting** attended.
- The commission meets **twice per month**, with an annual maximum of **24 meetings per year**.
- Compensation shall be **paid annually in December**, based on verified attendance records.

#### **SECTION 2 – ATTENDANCE REQUIREMENT**

- Payment shall be **contingent upon attendance**, confirmed via official meeting minutes.
- Members who fail to attend a meeting shall not receive compensation for that meeting.
- This includes alternative attendance regardless of whether they are participating.

#### **SECTION 3 – EFFECTIVE DATE**

This resolution shall take effect **immediately** upon passage and adoption, with compensation beginning in the next calendar year.

PASSED AND APPROVED by the Willard City Council on this 26th day of June.

Hulsey	Yes_____	Nay_____
Christensen	Yes_____	Nay_____
Braegger	Yes_____	Nay_____
Mund	Yes_____	Nay_____
Bodily	Yes_____	Nay_____

ATTEST:

Willard City:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor Travis Mote



## **NOTICE OF PUBLIC HEARING**

### **WILLARD CITY COUNCIL**

Notice is hereby given that the Willard City Council will hold a public hearing on July 10, 2025, at 6:35 pm to receive public comments regarding Resolution 2025-13 to implement a multi-year rate adjustment schedule that provides predictability to utility users and stability to the municipal budget.

#### **SECTION 1 – WATER SERVICE RATE INCREASE**

1. Beginning January 1, 2026, the base monthly water service rate shall increase from \$25.00 to \$37.00 per account.
2. On January 1st of each subsequent year, the water base rate shall increase by \$2.00 annually, unless modified or repealed by City Council action.

#### **SECTION 2 – SEWER SERVICE RATE INCREASE**

1. The current base monthly sewer service rate is \$68.00 per account.
2. Beginning January 1, 2026, the sewer base rate shall increase by \$18.00, setting it at \$86.00 per account.
3. On January 1st of each subsequent year, the sewer base rate shall increase by \$5.00 annually, unless modified or repealed by City Council action.

#### **SECTION 3 – RATE SCHEDULE SUMMARY**

##### **Year Water Base Rate Sewer Base Rate**

2026 \$37.00 \$86.00

2027 \$39.00 \$91.00

2028 \$41.00 \$96.00

2029 \$43.00 \$101.00

2030 \$45.00 \$106.00

**A copy of the Resolution is available at Willard City Offices 80 West 50 South Willard Utah 84340**

City Recorder, Susan Obray 435-734-9881

Please publish July 9, 2025

## **Resolution 2025-13**

### **A RESOLUTION ESTABLISHING A STRUCTURED SCHEDULE OF WATER AND SEWER RATE INCREASES BEGINNING JANUARY 1, 2026**

**WHEREAS**, Willard City provides essential water and sewer services to its residents and businesses; and

**WHEREAS**, the City Council recognizes the need to sustainably fund ongoing system maintenance, capital improvements, and operational costs; and

**WHEREAS**, the City desires to implement a multi-year rate adjustment schedule that provides predictability to utility users and stability to the municipal budget;

**NOW, THEREFORE, BE IT RESOLVED** by the Willard City Council as follows:

#### **SECTION 1 – WATER SERVICE RATE INCREASE**

1. Beginning **January 1, 2026**, the base monthly water service rate shall increase from **\$25.00 to \$37.00 per account**.
2. On **January 1st of each subsequent year**, the water base rate shall increase by **\$2.00 annually**, unless modified or repealed by City Council action.

#### **SECTION 2 – SEWER SERVICE RATE INCREASE**

1. The current base monthly sewer service rate is **\$68.00 per account**.
2. Beginning **January 1, 2026**, the sewer base rate shall increase by **\$18.00**, setting it at **\$86.00 per account**.
3. On **January 1st of each subsequent year**, the sewer base rate shall increase by **\$5.00 annually**, unless modified or repealed by City Council action.

#### **SECTION 3 – RATE SCHEDULE SUMMARY**

<b>Year</b>	<b>Water Base Rate</b>	<b>Sewer Base Rate</b>
2026	\$37.00	\$86.00
2027	\$39.00	\$91.00
2028	\$41.00	\$96.00
2029	\$43.00	\$101.00
2030	\$45.00	\$106.00



#### SECTION 4 – REVIEW AND RENEWAL

1. The Willard City Council shall **review this resolution at least once every five years**, or more frequently as needed, to ensure alignment with utility infrastructure needs and financial goals.
2. The Council reserves the right to **renew, amend, or repeal** this resolution by majority vote.

#### SECTION 5 – EFFECTIVE DATE

PASSED AND APPROVED by the Willard City Council on this 26th day of June.

Hulsey	Yes_____	Nay_____
Christensen	Yes_____	Nay_____
Braegger	Yes_____	Nay_____
Mund	Yes_____	Nay_____
Bodily	Yes_____	Nay_____

ATTEST:

Willard City:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor Travis Mote

## NOTICE OF PUBLIC HEARING

### WILLARD CITY COUNCIL

Notice is hereby given that the Willard City Council will hold a public hearing on July 10, 2025, at 6:45 pm to receive public comments regarding **Resolution 2025-14** to implement a rate adjustment for garbage service from **\$95.00** to **\$135.00** per can.

1. **Solid Waste Can Cost**

The cost for a residential solid waste container shall be set at **One Hundred Thirty-Five Dollars (\$135.00)** per can, effective immediately upon adoption of this resolution.

2. **Applicability**

This cost shall apply to new service requests, replacement of damaged or lost containers not caused by City operations, and any additional cans requested by the customer.

3. **Repealer**

All previous resolutions or provisions in conflict with this resolution are hereby repealed.

4. **Effective Date**

This resolution shall take effect upon its adoption and shall be posted in accordance with applicable law.

**A copy of the Resolution is available at Willard City Offices 80 West 50 South  
Willard Utah 84340**

City Recorder, Susan O Bray 435-734-9881  
Please publish July 2, 2025



# RESOLUTION NO. 2025-14

## A RESOLUTION ESTABLISHING THE COST OF RESIDENTIAL SOLID WASTE CONTAINERS AT \$135.00 PER CAN

**WHEREAS**, the City of Willard recognizes the need to provide durable and standardized solid waste containers for residential use; and

**WHEREAS**, the cost of acquiring, maintaining, and replacing solid waste containers has increased due to inflation and rising material and freight costs; and

**WHEREAS**, the City finds it necessary to adjust the pricing of solid waste cans to ensure full cost recovery and continued quality of service;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WILLARD, UTAH:**

1. **Solid Waste Can Cost**

The cost for a residential solid waste container shall be set at **One Hundred Thirty Five Dollars (\$135.00)** per can, effective immediately upon adoption of this resolution.

2. **Applicability**

This cost shall apply to new service requests, replacement of damaged or lost containers not caused by City operations, and any additional cans requested by the customer.

3. **Repealer**

All previous resolutions or provisions in conflict with this resolution are hereby repealed.

4. **Effective Date**

This resolution shall take effect upon its adoption and shall be posted in accordance with applicable law.

PASSED AND ADOPTED by the City Council of Willard, Utah, this \_\_\_ day of \_\_\_\_\_, 2025.

Hulsey	Yes_____	Nay_____
Christensen	Yes_____	Nay_____
Braegger	Yes_____	Nay_____
Mund	Yes_____	Nay_____
Bodily	Yes_____	Nay_____

ATTEST:

Willard City:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor Travis Mote