

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

The Willard City Council of Willard City Corporation will hold a Council meeting on **Thursday, August 14, 2025**, at Willard City Offices 80 W 50 S. will begin promptly at **6:30 p.m.** The agenda will be as follows:

6:30 p.m.

1. Call to Order

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

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 the 2025 Truth and Taxation. Resolution 2025-15.
- b. Discussion/Action regarding Garth Days Development Agreement.
- c. Discussion/Action regarding the UDOT Agreement for Cole Subdivision.
- c. Discussion/Action regarding Resolution 2025-13 Implementing a multi-year rate adjustment schedule for water and sewer rates.
- d. Discussion/Action Regarding the Fire/EMS Services
- e. Consideration/Recommendation regarding a proposed Transportation Master Plan amending Chapter 4 of the General Plan adopted March 2024.

5. Minutes

- a. Approval of July 10, 2025, City Council 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 Hulsey

9. Next agenda August 28, 2025

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 August 11, 2025



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and federal governments. It was the premier view from Willard Bay State Park. A significant number of people passed through this area daily. What did Willard want them to see in the next thirty to fifty years? Willard had one of the mountain showcases along the Wasatch Front.

4. CITY COUNCIL REPORT

Time Stamp: 06:56 02/01/2024

Mayor Travis Mote welcomed two new members to the Planning Commission – Chad Braegger and Brian Gilbert. Both had previously served as alternates. Blake Harrop's term had ended, but he had agreed to serve as an alternate. Zack Hulseley felt he had a conflict of interest but had agreed to serve as an alternate until a replacement could be found.

Mayor Mote reported that one of the biggest topics at the last City Council meeting was the General Plan. Three members of the Planning Commission attended that meeting and were able to give input about the Planning Commission's thoughts. He felt the City Council got bogged down in the same issues the Planning Commission had. To give the three new Council members some time to digest things, the General Plan was tabled for two weeks.

Mayor Mote stated that one issue that made the General Plan more complex was how the Master Planned Community Zone would relate to the General Plan. He presented a master planned community checklist to the Planning Commission (see attached copy). He had sent the checklist to the staff to review with instructions to implement it immediately. He wanted to make sure Master Planned Community Zones were reviewed in an orderly manner. He encouraged the Planning Commission to read the Master Planned Community Ordinance and review the checklist. The checklist was open for draft. Master planned communities were forwarded to the Planning Commission by SLUA (Subdivision Land Use Authority). If there were things the Planning Commission wanted SLUA to address, the checklist could be modified. He intended for SLUA to complete the checklist by adding findings according to the code, and then forward it to the Planning Commission. He asked the Planning Commission to add their comments and findings and send the checklist to the City Council. He felt the checklist would keep track of comments, drawbacks, and benefits. He hoped the checklist would ensure all applicants were treated equally and would meet the ordinance and intent of the General Plan.

Mayor Mote stated Willard City was starting to get multiple annexation and subdivision requests from South Willard property owners because of Box Elder County's new policy requiring all land use changes to come to the municipality that included the property in its annexation policy declaration. He felt the process needed to be addressed in an orderly manner. If South Willard was going to become part of Willard, roads needed to connect, and the zoning needed to be similar. He didn't want to create two separate cities. In the last City Council meeting, he instructed the staff to work with the Planning Commission to propose a zoning map for South Willard that could be incorporated into the General Plan. He felt commercial locations needed to be identified and maintained. He asked Bryce Wheelwright to get a copy of Box Elder County's zoning map for South Willard for the Planning Commission to review.

5A.

PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING A PETITION FROM HERITAGE LAND DEVELOPMENT TO REZONE APPROXIMATELY 48.19 ACRES LOCATED AT APPROXIMATELY 300 SOUTH 300 WEST FROM R-1/2 TO MPC (MASTER PLANNED COMMUNITY) (PARCEL NOS. 02-051-0004, 02-051-0062, 02-051-0085, 02-051-0264, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, AND 02-054-0013)



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Time Stamp: 13:10 02/01/2024

Chairman Bodily read the Willard City Planning Commission's Rules of Order statement.

Commissioner Bingham moved to open the public hearing at 6:44 p.m. Commissioner Baker seconded the motion. All voted "aye." The motion passed unanimously.

Bryce Wheelwright stated that Heritage Land had applied to rezone 48.19 acres between 200 West and 500 West and 200 South to approximately 450 South. The property was formerly owned by Helen Jane Lemon. The first two phases of Heritage Land's subdivision, known as The Orchards, had been approved and were being constructed. Those phases were zoned R-1/2. Heritage Land was asking that the remaining property be zoned Master Planned Community to create community living area with a little higher density. The Planning Commission had not received a copy of the development agreement.

Garth Day, Heritage Land, stated that they were developing the old Helen Jane Lemon orchard. They had completed the first two phases located along and just west of 200 West. All of those lots were half-acre in size. They had been working to find the best use for the rest of the property. The property extended from 200 West west to the railroad tracks. Their concept plan included a road that would line up with 500 West to the north and 600 West to the south. They were proposing a mixed-use development. It would have a mixed use, but the primary use would be single-family residential. Their plan included two different types of lots, or homes, plus recreation. Their concept plan included eight acres of open space. Second West (200 West) was designed as an urban trail, and trails would be included trails throughout the development. There would be a pond with surrounding trails near the center. The corridor along the railroad tracks would ultimately be dedicated to UTA (Utah Transit Authority) for the Front Runner project. Until UTA started the Front Runner project, the corridor would include a trail that would extend from the north to the south end of the development. They were proposing patio homes on the northeast corner of the project. The patio homes would provide single level living on smaller lots approximately 8,000 square feet in size. The patio homes would include a recreation area with pickleball courts and parking. The balance of the development would be single-family lots ranging from 10,000 to 19,000 square feet with an average lot size of 16,000 square feet and an overall density of 2.5 units per acre. This would not be a high-density development. Willard Flood Control wanted to use the regional pond on the southwest corner as a detention basin and open space. Willard Flood Control also had a large, 36-inch drain line which ran through the property and under the interstate. They had designed around that drain line. The roads in the patio homes would be privately owned and maintained. The rest of the roads would be public. The private roads necessitated a homeowners' association. After discussions with the City administration, it did not appear the City was interested in owning the open space. So, they planned for the homeowners' association to cover the entire development to maintain and care for the open space. Modern rules for homeowners' associations required a reserve study to make sure the HOA fees would be appropriate so it would not fail. The development agreement included a one-year review period. One year after the HOA was established, the City would review it to make sure it was functioning properly.

Chairman Bodily opened the floor for public comments.

Bart Wade, 220 South 200 West, understood some of the reasons for proposal. He understood housing prices were ridiculous. However, patio homes and smaller lots were already available in Willard in the Deer Run and Granite Ridge Subdivisions. The most compelling argument against this development was the results of a recent survey that showed the citizens wanted half-acre lots. He felt that was what the City needed to stick to.



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Mindi Vandersteen, 202 South Main, read that the developer was going to have an impact statement addressing how the development would impact the community. She couldn't find an impact statement in the Planning Commission packet. Was an impact study completed? She had a lot of concerns; one was traffic. She lived on 200 South and saw the traffic. The Wells Subdivision brought in 12 houses; the Braegger Subdivision brought in ten. There are already 17 homes in this area. When the development was being constructed, there would be a lot of gravel and cement trucks driving up and down 200 South. Only one road fed all this area. The proposed subdivision contained 120 lots. If each lot had two cars, there would be another 276 cars on 200 South. A family of two adults and three children would add 690 new residents. She spoke with a school board member who said they have no plans to build a school on the Kunzler property. The school board couldn't find people to work. If more students were added, what would it do to the infrastructure? As she looked at how this development would impact the community, the traffic was the one that irritated her the most. There were several school bus stops for elementary and junior high students on 200 South. She had seen cement trucks and gravel trucks run through the stop sign on 100 West. Those drivers were not aware of the community. Residents walked and biked on 200 South. She was also stressed about property taxes. Growth in the school district meant bonds and increased property taxes. Subdivisions were affecting everyone's pockets. She was concerned the development would raise property taxes, which was very hard for those on fixed incomes. She didn't like developments or neighbors. That was why she had an acre of land.

Keith Larsen, 150 South 200 West, stated that he and his wife were retired and on a fixed income. His property taxes had gone up every year for 24 years. If it continued, they would be priced out of their home. They also walked around the community. He was concerned about their safety when they walked on 200 South. It was terrifying as a pedestrian because it was so narrow. He felt traffic should be counted on 200 South and 200 West. They had become the busiest roads in Willard. The people who had moved into the new subdivision were wonderful people, and he was glad they were here. However, he asked about the reason or motive for the zoning change. He understood the master plan was for half-acre lots. They were proposing to move away from the plan. What good do it do to have a master plan, if no one followed it? Heritage Land had already rezoned this land from agricultural to half-acre lots. Now they wanted to have smaller lots. He did not feel that was part of the master plan. If Willard was going to have a plan, it needed to follow the plan, stick to its guns and keep the community a place where residents could feel safe and comfortable. He was all for the bike path on 200 West, but he was afraid to walk across the highway because of the additional traffic. The highway didn't have crosswalks or stop lights to manage the traffic. Big cities were looking for open space. The open space proposed on the concept plan wasn't open. It was closed space that wouldn't be accessible because of the private roads. There were four parks on the east side of town. There was only one park on the west side - the school playground. He didn't feel the city plan should be changed willy nilly every time a contractor came in who wanted to make money by putting in lots and lots of housing and adding congestion. He felt Willard needed to keep its lifestyle. He realized there needed to be growth, but he felt Willard needed to make and follow its plan.

Jordan Hulsey, 10 South 100 West, stated that she was speaking as a private citizen not as a Council member. She wanted to record her opposition to the rezone request. It already had a reasonable half-acre zone. Changing this area to Master Planned Community with its attached concept plan, would allow most of the lots to have less than 14,000 square feet. She felt that decision required careful consideration. There were three key reasons she felt the rezone should be denied. First, the rezone was likely to exacerbate the existing traffic issues the Planning Commission had already heard about. A higher housing density tended to bring increased vehicles, which would compromise the safety of the community and undermine the quality of life that Willard valued. Second, the shift to the Master Planned Community Zone contradicted the current vision statement of Willard City. Introducing a zoning change that did not align with the City's



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vision jeopardized the essence of what made Willard a desirable place to live. It misaligned with our love and desire to keep Willard rural, open, and beautiful. Third, the General Plan Draft that she believed was on the brink of adoption reflected the collected aspirations of the citizens and carefully laid out strategies for Willard's future. One of those aspirations was the strong desire to keep at least half-acre lots. The proposed Master Planned Community Zone stood in stark contrast to the Future Land Use Map that was outlined in the draft. Approving the rezone request would not only undermine the efforts put into the General Plan, but it would also send conflicting signals about the City's commitment to a well-thought-out development strategy. In light of recent discussions, the City Council had had about addressing requests for MPC Zones, the General Plan, and the Planning Commission's responsibility as representatives of Willard City, she urged the Commission to reject the rezone proposal and prioritize the long-term well-being of the community over short-term gains.

Loralee Darley, 374 South 200 West, said she had lived in Willard a little over a year. They moved to Willard to get out of Lehi traffic. She felt the proposed development would make traffic in Willard worse than Lehi. In 15 years, Lehi had grown from nothing to what it is today. Infrastructure in Lehi was terrible. Putting the proposed development behind her house would result in a big mess coming up 200 South. It was the smallest road in the town. If 200 West was meant to be a main road, why were the homes built so close together? Why wasn't it wider to accommodate the proposed trail? She didn't want bicycles in front of her house. Why were homes being added without stores, schools, and churches? Highway 89 was not developed for commercial growth to accommodate these homes. She moved here to get away from growth, she didn't want it in her back yard. Half-acre lots would be fine. She didn't feel Willard was big enough for the proposed development.

Marc Hamson, 240 North 200 West, realized the proposed plan was not super high density. He hoped the Planning Commission would stay in line with the current zoning and future land use maps that had been considered and were being considered. He asked the Planning Commission to consider infrastructure needs Willard might already be low on, such as traffic, and future water use. He felt Willard needed to focus on better infrastructure, such as a 650 South entrance to Highway 89, before it allowed more growth. That would allow for better traffic flow.

Brinton Neff, 423 North 200 West, stated that his perspective was different. All this ground was in the green belt. He felt the proposed subdivision would lower property taxes, not raise them. If Willard wanted people to work and build businesses, Willard had to welcome the growth. He felt the Master Planned Community Zone was a good tool. It gave the Planning Commission some control. If this was just a straight half-acre, it would be gridded out without parks or ponds or preservation of green space. The Master Planned Community Zone allowed Willard to get what it needed, such as parks. The way to fix traffic wasn't to stop future growth. Willard needed growth to provide needed funding to improve infrastructure.

Becky Kruitbosch, 396 South 200 West, lived in the first phase of The Orchards Subdivision. She moved to Willard for the quality of life and had loved it. They were against the proposed Master Planned Community Zone. Infrastructure was strained. Two Hundred South (200 South) was the only way to get out of the neighborhood. She felt most of the traffic would pass the bus-stop her children used, which was a big concern for her. She wanted her children to be safe. A surge in growth could strain water and sewer services. The school district would be left to figure out what to do with the children. What about the strain on emergency services? A higher population would mean an increased demand for emergency services. Willard only had four police officers. What would it take to get more officers? There has been a recent increase in break-ins. Would higher density mean a higher crime rate? They relocated from the Roy/West Haven area. West Haven was promised nothing less than half-acre lots. When West Haven allowed smaller



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lots, they had not been able to keep up with the growth, and there was a huge infrastructure strain. She was concerned about the quality of life. She urged the Planning Commission to consider the long-term implications of such a substantial housing increase; to prioritize the well-being of the existing community; and to be thoughtful about collaborative planning to ensure sustainable growth while preserving the great qualities of Willard.

Subsequent to the meeting, Mayor Mote asked that this email be entered into the record: "I am a Willard resident living on 200 West, and I am unable to attend the public hearing tonight. I want on record my strong opposition to the rezone request. I believe that the proposed rezone will cause high traffic through the neighborhood and create an unsafe environment for families with children. It would cause overpopulation of the area, thus undermining the quality of life that we so desperately love here in Willard." – Kristian Pearce.

Commissioner Dubovik moved to close the public hearing at 7:13 p.m. Commissioner Bingham seconded the motion. All voted "aye." The motion passed unanimously.

- 5B. RECOMMENDATION TO THE CITY COUNCIL REGARDING A PETITION FROM HERITAGE LAND DEVELOPMENT TO REZONE APPROXIMATELY 48.19 ACRES LOCATED AT APPROXIMATELY 300 SOUTH 300 WEST FROM R-1/2 TO MPC (MASTER PLANNED COMMUNITY) (PARCEL NOS. 02-051-0004, 02-051-0062, 02-051-0085, 02-051-0264, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, AND 02-054-0013)

Time Stamp: 45:50 02/01/2024

Chairman Bodily asked for the Planning Commission's thoughts. He felt the plan was pretty busy.

Commissioner Brian Gilbert wanted to see the development agreement before a decision was made.

Garth Day appreciated all the public comments. He felt they needed to go back and relook at their concept plan. Heritage Land was required to complete a traffic study. He could provide that study to the City.

Chairman Bodily realized that the streets were getting busier, but Willard was long way from having a full traffic capacity.

Garth Day stated that tonight was the first time he had heard about an impact statement. He would like the opportunity to prepare one. He wanted to take the public comments back to his design team. He thanked the Planning Commission for holding the public hearing and asked that the rezone be tabled to give them time to address some of the public's concerns.

Commissioner Bingham stated that there wasn't a specific density in the Master Planned Community Ordinance. He felt the intent of the Planning Commission and City Council was to have an overall density right around half-an-acre. Heritage Land had approximately 48 acres. An overall half-acre density would be 96 homes; Heritage Land was proposing 120. He asked that Heritage Land look at the density.

Garth Day stated that developers did not create a market. They responded to a need. It would be the dumbest thing in the world for them to build something and hope it would work. There was a huge amount of pressure; there was a housing crisis. Box Elder County hadn't felt it like other places, such as West



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Haven, but it was growing. They were planning for the future. They couldn't plan for 50 years ago; those times were gone. Everyone had had families that now needed a place to live. Heritage Land was responding to a market. They provided shelters for people. As interest rates started to come down, he did not feel the pressure for Willard would go away. He felt it would get worse.

Mr. Day said they had tried to do the best they could on density, but they would go back and look at it. He heard Chairman Bodily's comment that this was a busy plan. He had also heard comments about open space. Heritage Land would be happy to have the city own the open space, but in their discussions with the City administration, it became clear that Willard wasn't ready for that. Willard didn't have the staff or resources to care for the proposed open space. Their remedy was an HOA, because somebody had to take care of it. They were more than happy to have discussions with the City about dedicating the open space in the development agreement. If he had a little time, he felt he could address the issues raised by the public.

Commissioner Baker asked how many houses were proposed in their original concept plan. Mr. Day thought it was 148. Commissioner Baker referred to a memo from the City Engineer, Zac Burk. The memo said there were 17 lots in Phases 1 and 2, and that the proposed MPC Zone would add 121 lots that were closer to a quarter-of-an-acre than a third of an acre. Mr. Day said there would be a variety of lot sizes. The average was around 16,000 square feet. Lots for the patio homes would be around 8,000 square feet. Some of the single-family lots would be around 10,000 square feet. The UTA corridor had reduced the size of the lots along the west side. Most of the 10,000 square foot lots were located along the UTA corridor. The lots in the middle of the development would range from 13,000 to 20,000 square feet.

Commissioner Baker asked about the private road between 200 West and 400 West. Garth Day explained that they were trying to take advantage of a private lane to provide additional access to their development. The proposed road did not have the right-of-way width required by Willard's Public Works Standards. Commissioner Baker asked if the patio homes would be gated. Mr. Day said they would not. A private street meant the right-of-way width was a little smaller. The asphalt width would be the same as a regular street, so most drivers wouldn't notice the difference. The private roads would be privately maintained, but they would be accessible for public use. Emergency services would be able to use the private roads. They would never be gated or closed. There would be a full width public street in the middle of the patio homes to accommodate Willard Flood Control's 35-inch storm drain line. The City Engineer did not want the line in a private road.

Commissioner Baker asked if 500 West would line up with 500 West on West Center? Garth Day said it would.

Commissioner Baker said she did not like the proposed concept plan.

Commissioner Baker once again asked how many homes Heritage Land originally proposed. Mr. Day said they originally planned to propose quarter acre lots throughout the entire development. The original plan included patio homes because there was a need for them.

Commissioner Dubovik said the MPC Zone was attractive to him because it allowed a developer to be flexible and creative and provide some compelling benefit to Willard. It also allowed the City to have a qualitative review to see if the benefits were worth allowing a little higher density or shifting density to one spot. The proposed concept plan had an overall higher density. He did not see a compelling reason to lower the density from the existing half-acre. What was the net benefit to the community at large?



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Garth Day felt the proposed concept plan would provide variety and diversity in Willard's housing stock. Not everyone wanted a half-acre lot, and half-acre lots could waste a lot of resources. He felt the proposed development would provide a net tax increase. When the density increased, commercial retail and amenities would follow. Large businesses would not build here until the demographics were here. A third-acre lot was not a small lot. He did not feel third acre lots would take away from what was already in Willard. They were just smaller than a half-acre lot. Mr. Day reminded the Planning Commission that half-acre lots only came to be when septic tanks were needed. In the 1960's and 1970's, the health department decided 20,000 square feet was needed to put in a septic tank. Half-acre lots became the standard. Sanitary sewer was now available, and there was no longer a need for such large lots. Their plan included sewer. They would actually be increasing Willard's infrastructure.

Commissioner Bingham felt a half-acre density would be third acre lots when the land for streets was taken out. Mr. Day said a half-acre density was 1.85 units per acre. They were proposing a density of 2.5 units per acre, which was about a 25% increase in density. The trails would be public spaces. Part of the development agreement negotiations dealt with how to preserve the pond and whether it would be a public space. The HOA was not in place to keep open space private and keep people out. The HOA was meant to provide a way to pay for the open spaces. If the City wanted to establish a Parks Department and take over maintenance of the open spaces, they would be more than happy to build them and turn them over.

Garth Day felt all the open space would be a benefit to Willard. Two Hundred West (200 West) had been designed as an urban trail. The sidewalks they were proposing on 200 West were designed for an urban trail and would connect to trails throughout the development.

Mary Grimes, 175 West 200 South, stated that everyone's main concern was traffic on 200 West 200 South. Did this plan have another outlet? Were there other streets going to Highway 89? Garth Day said there would eventually be six streets connecting to Highway 89, but they had not been built yet. Ms. Grimes felt there needed to be consideration for evacuation. Mr. Day said it would take seven to eight years for the development to be built out.

Jodi Wade, 220 South 200 West, stated that there would still be a traffic problem in seven or eight years unless 200 South was widened. Garth Day said Deer Run had an obligation to build 200 West and 600 South. Another part of the development agreement was their offer to create a public infrastructure district to help pay for some of the offsite improvements.

A woman asked if the private road was a way to get around not being able to put in a city road because it was not wide enough. If the road was private, how could it be accessible to the public?

Commissioner Dubovik stated he lived on the east side of Willard and understood the difficulty of turning left onto Highway 89. He realized that the school density was not something Heritage Land could control, but it was something to consider and led him to lean toward a less dense neighborhood. He had been told that Willard would never be able to slow down traffic on Highway 89 to 35 mph or get another entrance onto Interstate 15. If Heritage Land and their colleagues wanted more favorable decisions, they needed to put their money where their mouth was and petition the State legislature to relieve some of Willard's concerns. Mr. Day said he couldn't do anything about the school district. Other communities were dealing with the same issues. For school districts it was a chicken and egg situation. Did they build a school thinking students would come, or wait until the students were there before? The State legislature had given them some tools, such as a public infrastructure district. Homes inside this development could be taxed differently to put in needed infrastructure. That was an option he wanted to explore with the city administration.



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Commissioner Braegger felt the Planning Commission needed a copy of the development agreement before it could even begin to consider the MPC Zone for Heritage Land. Willard was not a fan of HOA's. There had been issues with HOA's in the past. He had worked with a lot of HOA's and felt they were a nightmare. If the citizens wanted parks on the west side of the community, Willard would have to pony up and establish a Parks Department to care for them. He also felt the patio homes needed to provide sufficient guest parking. According to Box Elder County, each unit should have 1.5 guest parking spaces. He agreed that traffic was an issue.

Commissioner Bingham moved to table consideration of a rezone petition from Heritage Land Development to allow them time to address concerns of the residents and Willard City. Commissioner Gilbert seconded the motion. All voted "aye." The motion passed unanimously.

- 5C. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING A PETITION FROM LYNC CONSTRUCTION, LLC TO AMEND THE 2017 FUTURE LAND USE MAP OF THE WILLARD CITY GENERAL PLAN (CHAPTER 12-000) BY CHANGING THE FUTURE LAND USE DESIGNATION FOR APPROXIMATELY 32.77 ACRES LOCATED AT APPROXIMATELY 3700 SOUTH 1200 WEST FROM A-3 AND A-5 TO R-1/2 (PARCEL NOS. 02-035-0061, 02-035-0063, AND 02-035-0079)

Time Stamp: 1:08:57 02/01/2024

Commissioner Baker moved to open the public hearing at 7:39 p.m. Commissioner Dubovik seconded the motion. All voted "aye." The motion passed unanimously.

Commissioner Braegger stated that this item might be a conflict for him. He recused himself from the discussion.

Bryce Wheelwright stated that the property in question was located on the north end of Willard City. It did have a Perry address, but it was located on 200 West. It was currently zoned A-5. The current Future Land Use Map designated the property as both A-3 and A-5. Lync Construction had submitted a petition to amend the Future Land Use Map to change the future land use designation from A-3 and A-5 to R-1/2. Lync Construction proposed a development of half-acre lots.

Pat Burns, Lync Construction, stated that he had attended the work sessions during which the Planning Commission and City Council had discussed the draft General Plan and Future Land Use Map. He was trying to follow the future land use the Planning Commission and City Council had proposed. He would like to rezone this property for a half-acre density. The first step was to amend the future land use map.

Chairman Bodily opened the floor for public comments.

Bart Wade, 220 South 200 West, stated that Willard did not need a mass of houses. He was not opposed to growth, but he hoped Lync Construction didn't come back and request something less than R-1/2. He felt the current Planning Commission would impact the future of Willard more than any other Planning Commission ever would now or in the future. He asked the Planning Commission not to fall for the notion that half-acre lots were old-fashioned. There wasn't anything wrong with half-acre lots.

Rolin Hinrichsen, 3580 South 1200 West, Perry, stated that he had addressed the Planning Commission numerous times. In this meeting he had heard only one person support growth. He hoped the Planning

**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 ~~On (add Date)~~, the CITY Council approved 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.

L.

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

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necessary by the CITY for compliance of such phase of the Project with the ~~Willard City Zoning~~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~~CITY 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. Preliminary and Final subdivision approval for each phase of the development, in accordance the approved MPC approved plan and with the City's Subdivision and Development requirements. Approval of the subdivision applications shall not be unreasonably withheld by the CITY.

5. Access to 200 West (as shown on the Phase 3 preliminary plat), the developer shall provide a 20 foot access for the trail. 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.

5.

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

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future water needs of the Property and ensure sufficient water ~~one-acre-foot-of-water-per~~ ERU for their 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 ~~440-96~~ ERUs, including 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.

b.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.

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12. Public Park Development and Construction. The Developer will provide, develop and construct, at no cost to the City, the open/park space as described on the approved site plan. The construction of the park improvements shall begin after phase 4 of the project. Prior to construction the Developer shall submit a final landscape plan approved by the City with the following:

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- A. Walkway improvements:** The walkway/trail improvements shall be a 4-foot concrete path consistent with City sidewalk standards.
- B. Park improvements:** The park spaces shall be a combination of native grass and vegetation and typical park grass.
- C. Open space/park maintenance:** Prior to construction of the park improvements, the City and the Developer shall agree on a maintenance plan. The Developer shall be responsible for the maintenance of the improvements prior to dedication to the City.
- D. Landscape Plan:** The Developer shall provide, at no cost to the City, a complete Landscape Plan including a complete irrigation system, and planting schedule.
- E. Pickleball Facilities:** The Pickleball facilities shall be constructed to National Pickleball Association Standards. Lighting for the facilities shall be determined by the City.

Commented [CM2]: Garth, is this to be dedicated to the City?

13.12. 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 and other locations 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.

14.13. 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.

Commented [CM3]: This is somewhat open ended and vague.

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

16.15. 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

Commented [CM4]: Garth, "approval documents" needs to be defined.

~~one (1) year of approval of the Master Planned Community Zone. Developer proceeding with the project with "reasonable diligence." 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:

~~47.16. Developer Agreement.~~ Future laws that Developer agrees in writing to the application thereof to the Project;

~~48.17. 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;

~~49.18. 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,

~~20.19. 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.

~~21.20. 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.

~~22.21. Impact Fees.~~ Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

~~23.22. 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.

~~22. Water Dedication. In accordance with Willard City Code Chapter 12-400-12, Developer agrees and shall convey water rights, both culinary and secondary water, to the City in an amount sufficient for the future needs of the Project.~~

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.

28. No Assignment Without the City's Written Consent. The CITY is willing to enter into this Agreement because Developer has represented that it has the ability and experience to, and has committed to, develop the Project. Developer may not assign this Agreement or any of

Developer's rights hereunder without the prior written consent of the CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignee approved by the CITY shall consent to be bound by the terms of this Agreement as a condition of the assignment. The CITY agrees that the City's consent to any such assignment may be granted by the CITY's Mayor and that the consent of the Willard City Council or a public hearing process shall not be required. Any assignment consented to by the CITY shall not relieve Developer or transferee or successor of any obligations, conditions or restrictions set forth herein, or deprive or limit the CITY of or with respect to any rights or remedies or controls with respect to the Property, except to the extent such terms are specifically set forth in a writing approved and executed by the CITY with the approval of their governing bodies. The Property must at all times be under single ownership or a single owner agent, provided that any phase of the Project for which Developer has completed all of its obligations under this Agreement with respect to such phase may be sold by Developer without restriction of this Section. ▸

29.28. 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.

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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.

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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.

33.

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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:

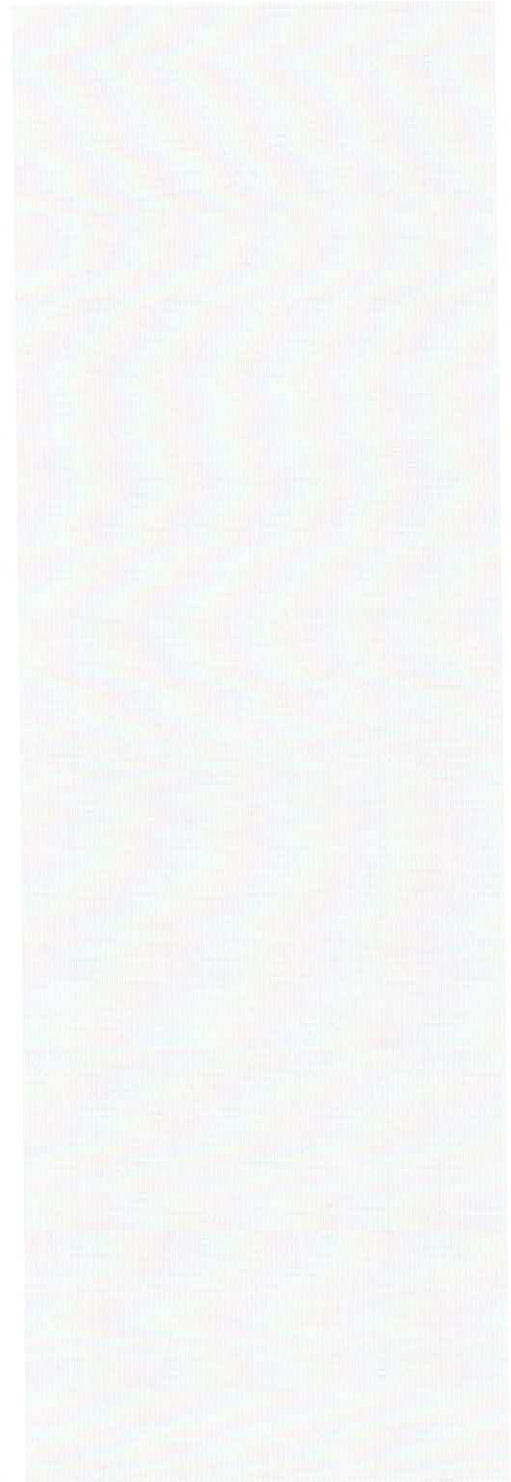


EXHIBIT B
Zoning Amendment

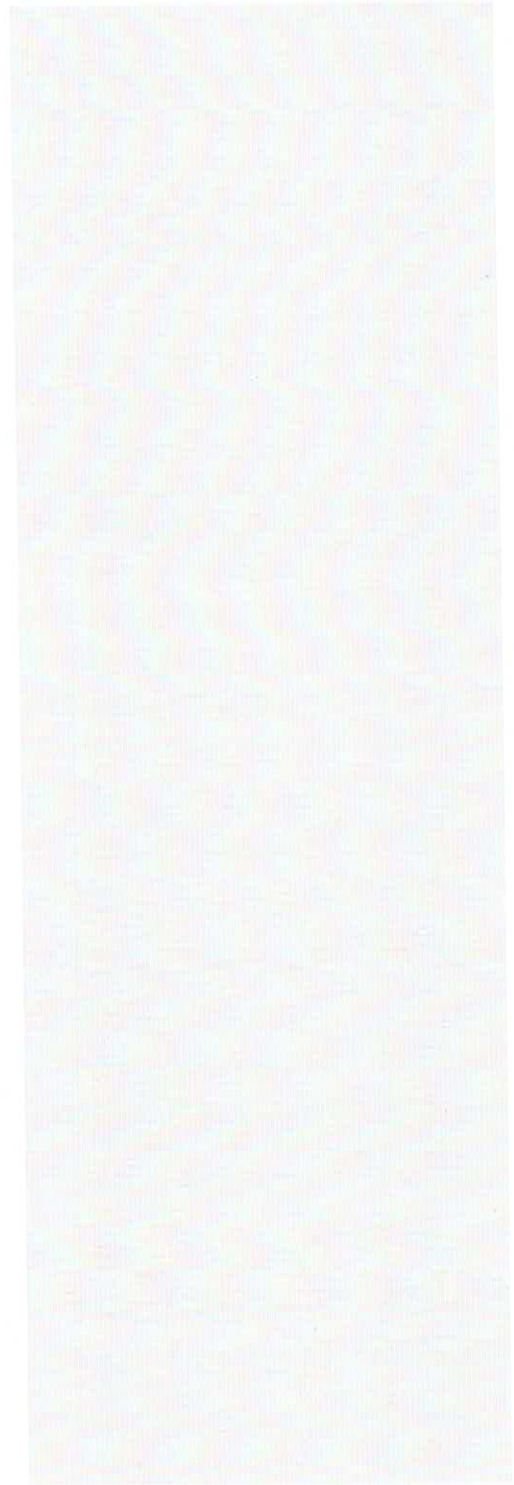
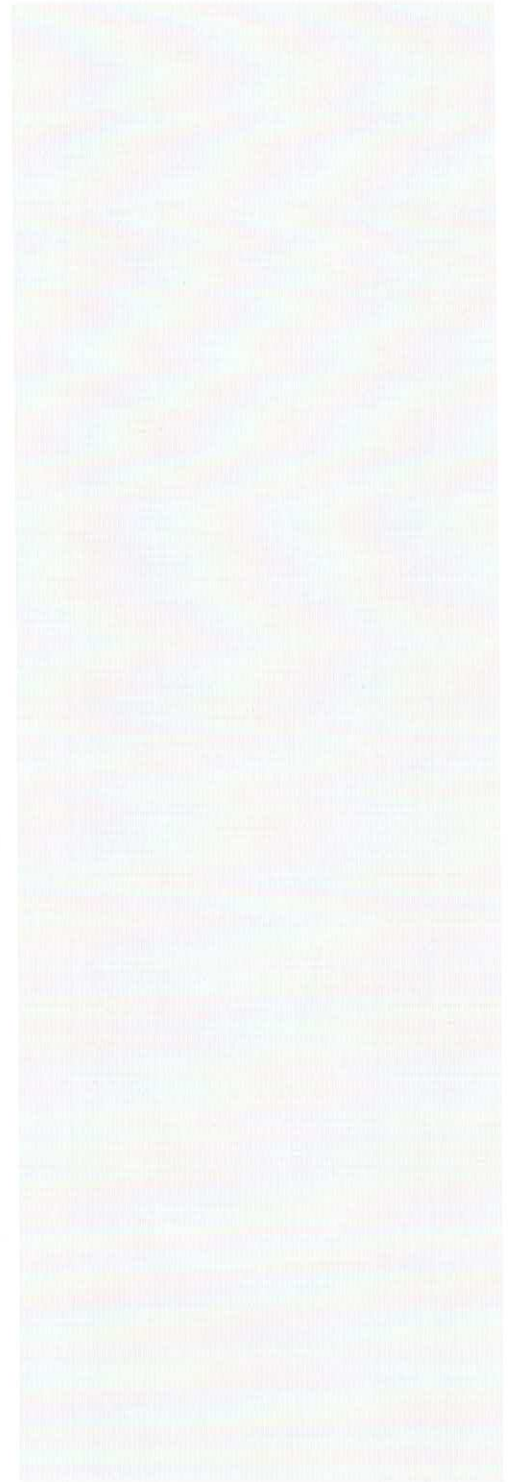


EXHIBIT C
Site Plan





State of Utah
Department of Transportation

Cooperative Agreement Phased Development Improvements	Development Name		
	Cole Subdivision		
Application ID	Contract #	Tracking #	Date Executed
24-037 (148856)			

This AGREEMENT, made and entered into on the executed date, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT", Willard City, hereinafter referred to as "LOCAL GOVERNMENT", and _____, hereinafter referred to as the "DEVELOPER".

RECITALS

WHEREAS, UDOT owns state highway right-of-way for State Route US-89; and

WHEREAS, the parties desire to enter into an agreement to establish the scope and schedule of when all improvements will be required within the state route; and

WHEREAS, UDOT is willing to permit the installation of an access within US-89 at 1450 South (Temporary); and

WHEREAS, the DEVELOPER is required to construct traffic mitigation described herein; and

WHEREAS, this Agreement is made to set forth the terms and conditions for the installation of these mitigation improvements within UDOT's right-of-way.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties as follows:

- I. Access for the DEVELOPER's site in the UDOT right-of-way shall be allowed only by permit issued by UDOT in conformance with Utah Administrative Codes R-930-6.
- II. Upon receipt of an encroachment permit from UDOT, the DEVELOPER will have temporary access within US-89 right-of-way at 1450 South (Temporary) for the sole purpose of the mitigation improvements and access described in "Exhibits", which is incorporated by reference.
- III. The DEVELOPER will be responsible for all construction materials and design of the traffic mitigation improvements in accordance with the plan set in "Exhibit A" and at no cost to UDOT. The DEVELOPER will construct the traffic mitigation improvements in strict

compliance with the most current UDOT standards at the time of installation. Any part of the plan set that must be re-designed to comply with the UDOT standards will be at the **DEVELOPER's** expense.


- IV. The **DEVELOPER** must obtain UDOT's written approval of the traffic mitigation improvements and traffic control plan in accordance with the MUTCD and applicable rules.
- V. UDOT will remain the owner of the real properties on which the traffic mitigation improvements are installed. Any changes within the UDOT right-of-way will be reviewed and approved by UDOT before work may commence.
- VI. Commencement of the design and subsequent construction of the traffic mitigation improvements shall start when the following conditions are met:
Upon the extension of 1450 South into the planned city street network (ideally the connection to 1350 South as shown in this application plan set), the temporary 1450 South intersection is to be removed from US-89 and created as a cul-de-sac at no cost to UDOT.
- VII. The **LOCAL GOVERNMENT** will not issue any permits to the **DEVELOPER** after conditions noted in Section VI until the design and subsequent construction of the traffic mitigation improvements are commenced.
- VIII. The **DEVELOPER** may assign this Agreement to a subsequent property owner with UDOT's prior consent. Any transfer of the property will require the **DEVELOPER** to provide written notice to UDOT. The obligations in this Agreement shall apply to any successors in interest to the parties. The **DEVELOPER** may hire a contractor to perform the installation of the traffic mitigation improvements.
- IX. The **DEVELOPER** agrees to indemnify, defend, save harmless, and release UDOT and **LOCAL GOVERNMENT** from and against any and all loss, damages, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement, except where the claim arises out of UDOT's and **LOCAL GOVERNMENT's** sole negligence. This provision shall survive the termination of this Agreement. **DEVELOPER** shall indemnify UDOT and **LOCAL GOVERNMENT** for any losses, damages, injury, liability, claims, suits and proceedings arising out of the access improvements installed by the **DEVELOPER** within UDOT's right-of-way.
- X. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

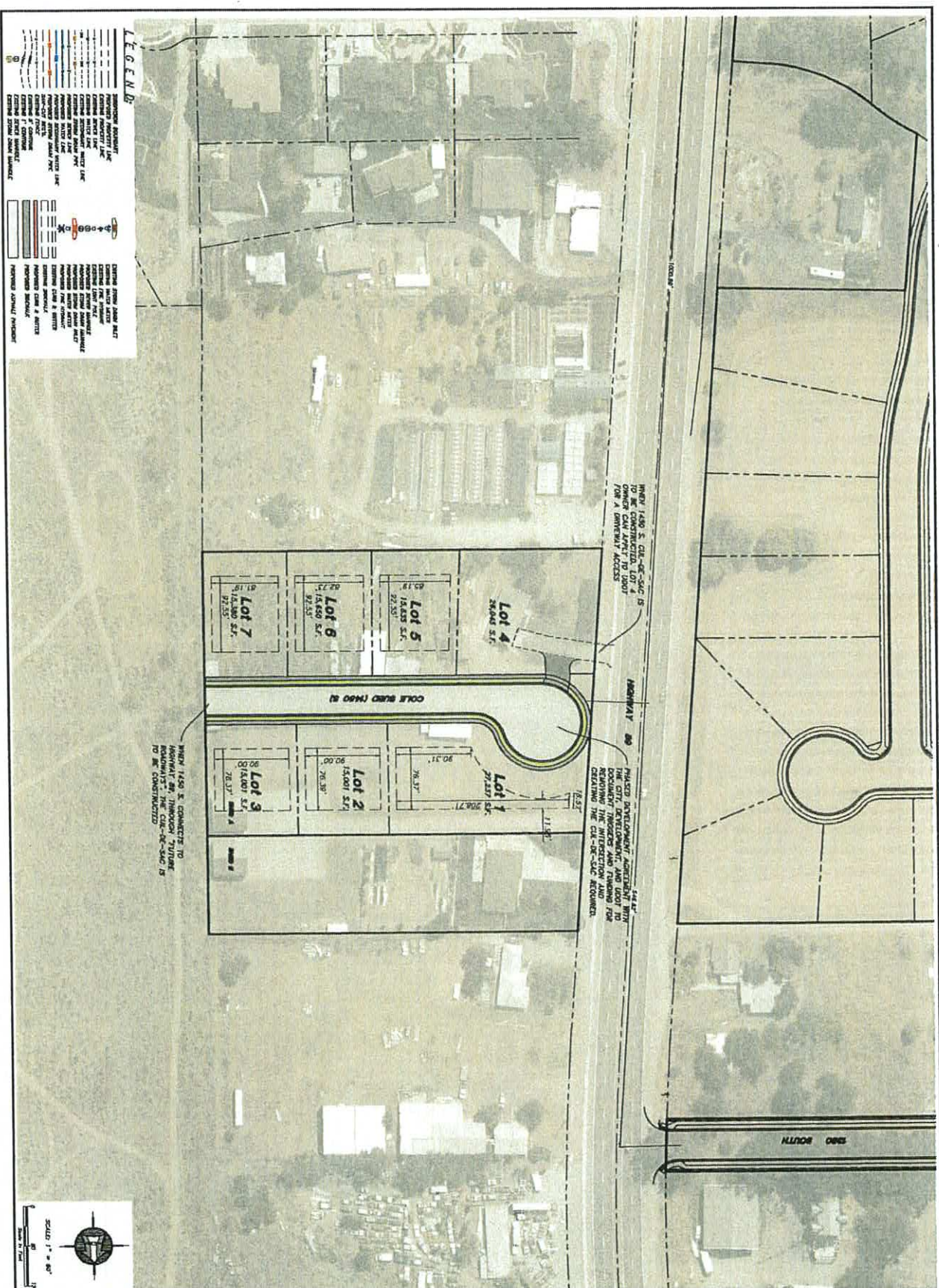
X. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between the **DEVELOPER** and **UDOT** and **LOCAL GOVERNMENT**.

XI. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No subsequent modification or amendments will be valid unless in writing and signed by both parties.

XII. Each party represents that it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year of the last signature.

Willard Land LLC				Utah Department of Transportation			
By	Brent Bailey	Date	7/28/25	By		Date	
				Region Permit Office			
				By		Date	
Willard City				Region Director			
By		Date		By		Date	
				UDOT Comptroller's Office			



UDOT CUL-DE-SAC PLAN FOR
COLE SUBDIVISION

1450 SOUTH HIGHWAY 89
WILLARD CITY, BOX ELDER COUNTY, UTAH

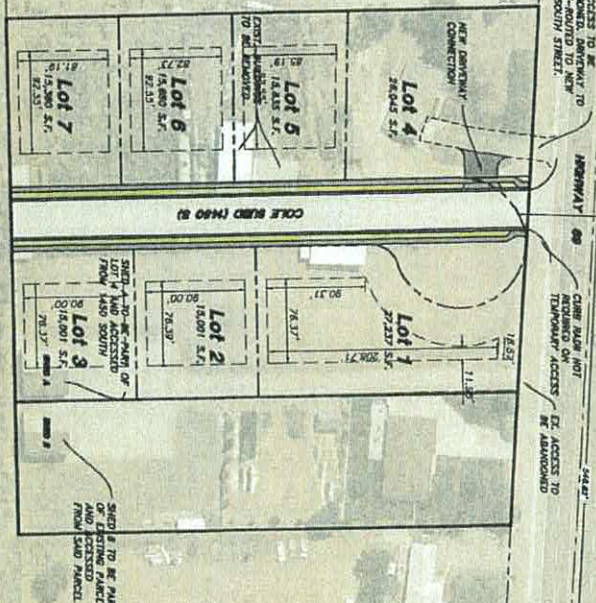
A Part of the Southeast Quarter of Section 33
Township 8 North, Range 2 West, S.1.B.24.

Drawn By: STC Date: 07/28/23
Designed By: _____
Checked By: _____
Approved By: _____
Scale: $1" = 20'$
Drawing File: 23-122-23 Date Subd: _____
JOB NUMBER: 23-122



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[illegible]



1450 SOUTH HIGHWAY 89
WILLARD CITY, BOX ELDER COUNTY, UTAH
Part of the Southeast Quarter of Section 53
Township 8 North, Range 2 West, S.L.B.M.

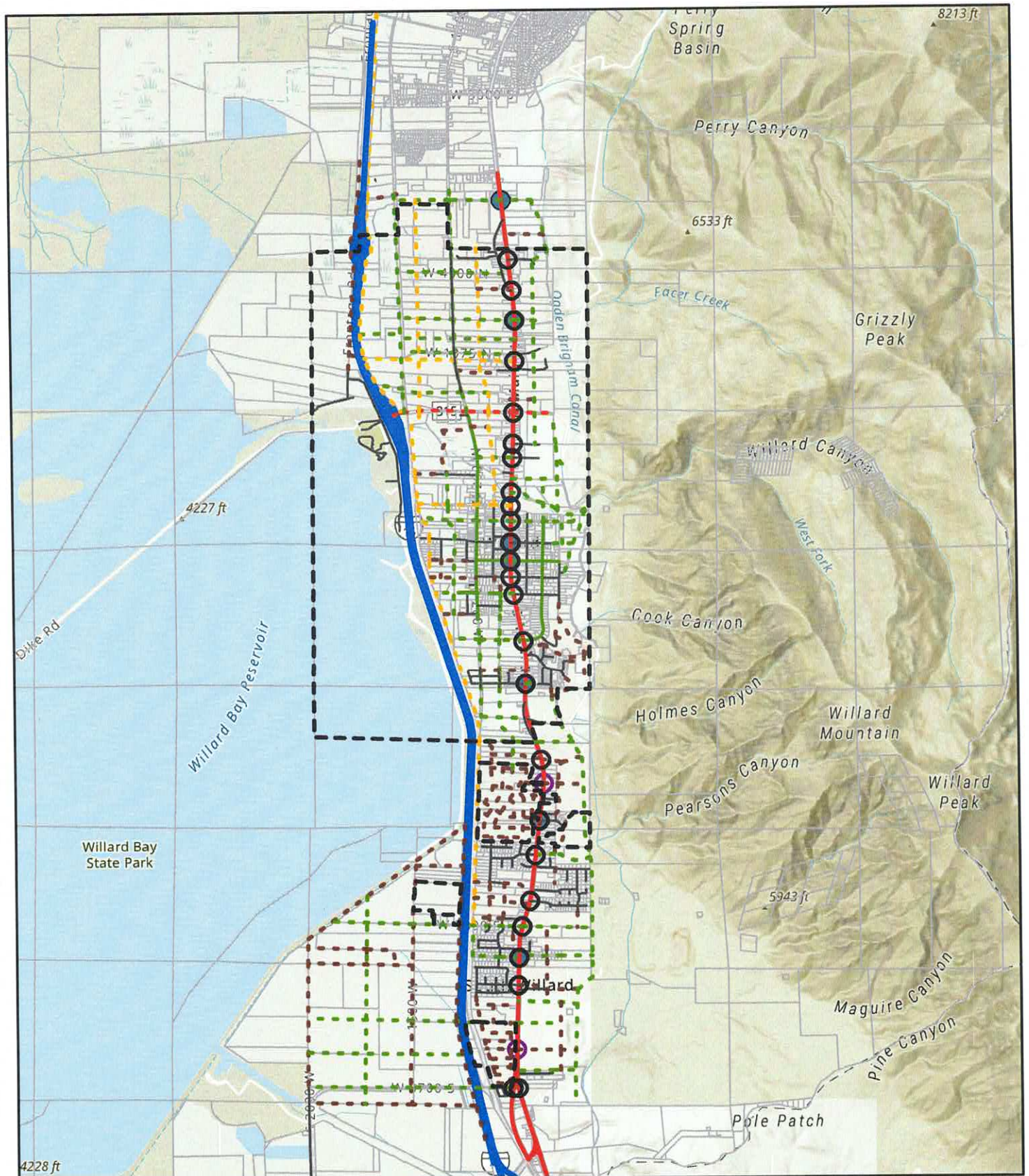
Drawn By: ETC Date: 07/25/95
Designed By: _____
Checked By: _____
Approved By: _____
Scale: 1" = 50'
Drawing File: 22-120 v23 Calculating
Job Number: 22-120



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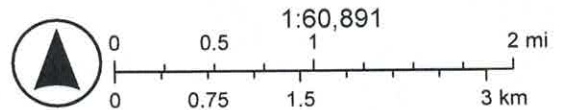
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Transportation Master Plan



8/11/2025, 1:02:54 PM

- | | | |
|------------------------|---------------------------|--------------------------|
| City Boundary | Future Principal Arterial | Future Local |
| Existing Intersections | Future Minor Arterial | Future Traffic Signal |
| Proposed Roads 2024 | Collector | Proposed Intersections |
| Interstate | Future Collector | Box Elder County Parcels |
| Principal Arterial | Local | World Hillsshade |



Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community



Notice is hereby given that the
WILLARD CITY PLANNING COMMISSION
Will meet in a regular session on
Thursday, July 17, 2025 – 6:30 p.m.
Willard City Hall, 80 West 50 South
Willard, Utah, 84340

July 14

AGENDA

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

1. Prayer
2. Pledge of Allegiance
3. General Public Comments (Input for items not on the agenda. Individuals have three minutes for open comments)
4. Report from City Council
5. Discussion/Action Items
 - a. Public hearing to receive public comments regarding a proposed Transportation Master Plan amending Chapter 4 of the General Plan adopted March 2024
 - b. Consideration and recommendation regarding a proposed Transportation Master Plan amending Chapter 4 of the General Plan adopted March 2024 (~~continued from~~ May 1, May 15, and June 5, 2025)
 - c. Review of a conditional use permit issued to Qwest/Maurice Roche on April 19, 2001, for a communications tower located at 1387 North Main (Parcel No. 02-040-0005)
 - d. Discussion regarding revisions to the Recreational Vehicles and Recreational Vehicle Parks Code found in 24.92.030 of the Willard City Zoning Code (continued from May 1, May 15, and June 5, 2025)
6. Consideration and approval of regular Planning Commission minutes for June 5, 2025, and work session minutes for June 25, 2025
7. Discussion regarding agenda items for the August 7, 2025, Planning Commission meeting
8. Commissioner/Staff Comments
9. Adjourn

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website <https://www.utah.gov/pmn/index.html>, on the Willard City website www.willardcity.com, and sent to the Box Elder News Journal this 11th day of July, 2025.

/s/ Michelle Drago

Deputy City Recorder

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



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, July 17, 2025 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

5A. PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS REGARDING A PROPOSED TRANSPORTATION MASTER PLAN AMENDING CHAPTER 4 OF THE GENERAL PLAN ADOPTED MARCH 2024

Time Stamp: 06:25 – 07/17/2025

Chairman Bodily read the Willard Planning Commission's Rules of Order Statement.

Commissioner Bingham moved to open the public hearing at 6:38 p.m. Commissioner Pierce seconded the motion. All voted "aye." The motion passed unanimously.

Madison Brown, City Planner, stated that she had posted the proposed Transportation Master Plan and sent it to South Willard residents.

Chairman Bodily opened the floor for public comments. No comments were made.

Commissioner Dubovik moved to close the public hearing at 6:39 p.m. Commissioner Bingham seconded the motion. All voted "aye." The motion passed unanimously.

5B. CONSIDERATION AND RECOMMENDATION REGARDING A PROPOSED TRANSPORTATION MASTER PLAN AMENDING CHAPTER 5 OF THE GENERAL PLAN ADOPTED MARCH 2024 (CONTINUED FROM MAY 1, MAY 15, AND JUNE 5, 2025)

Time Stamp: 09:15 – 07/17/2025

Chairman Bodily asked if the Planning Commission had any questions, concerns, or additions regarding the map.

Commissioner Dubovik expressed appreciation for all the work to put the plan together. He asked if the Transportation Master Plan was a reference document that would be provided for potential developers. Madison Brown said the plan would be a guide. She wasn't sure the city could legally tell a developer a road had to be in a certain location. The master plan would tell developers where the city wanted roads to be.

Commissioner Dubovik felt the Commission needed to keep the Transportation Master Plan in mind when considering development. There needed to be questions and discussion if a proposed development violated the Transportation Master Plan.

Chairman Bodily asked if the proposed master plan was different than the current road plan. Ms. Brown said the current plan had been used as a base for the new plan.

Chairman Bodily didn't feel Willard should let developers build where a road was proposed.

Colt Mund, City Attorney, stated that the proposed Transportation Master Plan would be a guiding document just like the General Plan was. It was something the Planning Commission should refer to and apply as much as possible. Circumstances might dictate adjustments to the plan. As development moved forward, the plan should be followed as much as possible.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, July 17, 2025 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Commissioner Ormond asked about the road proposed on top of the dike along Willard Bay. He felt that would be a state road. Commissioner Gilbert said the road would be adjacent to the dike.

Commissioner Gilbert didn't feel that the road proposed east of the dike road was necessary. He suggested that it be removed, and that the east/west roads be extended to the dike road. He also suggested that the road along the dike extend south to the marina, and that all the appropriate east/west roads be extended west to it. The Planning Commission agreed.

Chairman Bodily asked if the plan needed to be forward to the City Council. Madison Brown said adoption of the Master Transportation Plan was an amendment to the General Plan. So, yes, it would have to be approved by the City Council.

Commissioner Bingham moved to recommend that the City Council approve the proposed Master Transportation Master Plan subject to the changes suggested by Commissioner Gilbert. Commissioner Gilbert seconded the motion. All voted "aye." The motion passed unanimously.

5C. REVIEW OF A CONDITIONAL USE PERMIT ISSUED TO QWEST/MAURICE ROCHE ON APRIL 19, 2001, FOR A COMMUNICATION TOWER LOCATED AT 1387 NORTH MAIN (PARCEL NO. 02-040-0005)

Time Stamp: 16:15 – 07/17/2025

Madison Brown stated that according to City Council minutes of April 19, 2001, a conditional use permit for the communication tower at 1387 North Main was not approved.

Chairman Bodily thought the conditional use permit was subject to height regulations being amended. Michelle Drago said the Planning Commission forwarded the conditional use permit to the City Council for approval subject to the height regulations being amended. On June 28, 2001, the City Council declined to change the ordinance. The conditional use permit was not approved.

Chairman Bodily was sure there was a communication tower on the northwest corner of the property. It was actually located on 200 West, not Main Street. He wasn't sure it was 80 feet in height.

Colt Mund felt the tower would have to have a franchise agreement with Willard like the other towers.

After a brief discussion, Chairman Bodily asked that this item be continued to the next meeting so the staff verify the existence of the tower.

5D. DISCUSSION REGARDING REVISIONS TO THE RECREATIONAL VEHICLES AND RECREATIONAL VEHICLE PARKS CODE FOUND IN 24.92.030 OF THE WILLARD CITY ZONING CODE (CONTINUED FROM MAY 1, MAY 15, AND JUNE 5, 2025)

Time Stamp: 22:43 – 07/17/2025

Jeremy Kimpton, City Manager, asked if the Planning Commission members had reviewed the latest changes to the RV Code.

Willard City Council Meeting, Council Room
Meeting minutes July 10, 2025, 6:30 p.m.

Elected Officials Present

Mayor Travis Mote
Council Member Jake Bodily
Council Member Rod Mund
Council Member Mike Braegger
Council Member Rex Christensen
Council Member Jordan Hulsey

Staff

Jeremy Kimpton, City Manager
Payden Vine, Public Works
Susan Obray, City Recorder
Madison Brown, City Planner

Others Present

Diana Baker
Gregory S.
Lynn Murphy
Mark Murphy
Ken Ormond
Ruth Ormond
Rew Wiley
Chad Braegger
Braggers

Call to Order

Mayor Mote called the July 10, 2025, City Council meeting to order.

Invocation

Councilmember Christensen offered an invocation.

Pledge of Allegiance

Council Member Mund led the attendees in the Pledge of Allegiance.

Conflict of Interest Declaration

The Mayor asked if there were any conflict-of-interest declarations. The council members declared no conflicts.

Public Hearing(s)

a. A Public Hearing Regarding Resolution 2025-12 to Authorize Compensation for Planning and Zoning Commission Members.

The Mayor opened the public hearing regarding Resolution 2025-12 to authorize compensation for Planning and Zoning Commission members.

Motion to open the public hearing was made by Council Member Christensen and seconded by Council Member Bodily. The motion passed unanimously.

The Mayor explained that the resolution provides for \$25 per commission member per general meeting they attend. It was noted that there are typically 24 meetings per year, with occasional cancellations or extra meetings.

No public comments were made during this hearing.

Motion to close the public hearing was made by Council Member Mund and seconded by Council Member Braegger. The motion passed unanimously.

b. A Public Hearing Regarding Resolution 2025-13 Implementing a Multi-Year Rate Adjustment Schedule for Water and Sewer Rates

The Mayor opened the public hearing regarding Resolution 2025-13 implementing a multi-year rate adjustment schedule for water and sewer rates.

Motion to open the public hearing was made by Council Member Bodily and seconded by Council Member Mund. The motion passed unanimously.

The Mayor provided an overview of the proposed rate adjustments:

- Water: The monthly water service rate would increase from \$25 to \$37 per account on January 1st, with a \$2 increase each year for the next 5 years thereafter.
- Sewer: The current base rate of \$68 would increase by \$18 to \$86 per account beginning January 1, 2026. On January 1st each subsequent year for the next 5 years, it would increase by \$5.

A member of the public commented that the rate increase should have been done a couple of years ago. They suggested raising the gallons allowance along with the rate increase, noting that dropping the gallons did not raise any revenue. The commenter also mentioned the possibility of renaming the sewer facility.

The council briefly discussed the gallons allowance, which is currently at 17,000 gallons per month, down from the previous 25,000 gallons.

Motion to close the public hearing was made by Council Member Braegger and seconded by Council Member Bodily. The motion passed unanimously.

c. A Public Hearing Regarding Resolution 2025-14 to Implement a Rate Adjustment for Garbage Service

The Mayor opened the public hearing regarding Resolution 2025-14 to implement a rate adjustment for garbage service.

Motion to open the public hearing was made by Council Member Bodily and seconded by Council Member Mund. The motion passed unanimously.

The Mayor explained that this resolution was new to everyone and had not been worked on previously. The rate increase was due to the purchase of heavier-duty garbage cans. The new rate per would increase to \$13.50 from the previous \$4.95 for those purchasing cans.

The council discussed the pros and cons of the city owning and maintaining the cans versus residents purchasing their own. They also talked about the possibility of incorporating the cost of cans into the monthly fee and having the city manage can replacements.

There were no public comments during this hearing.

Motion to close the public hearing was made by Council Member Braegger and seconded by Council Member Bodily. The motion passed unanimously.

Open Comment Period

No open comments were recorded during this period.

Planning Commission Report

There was no Planning Commission report as there had not been a meeting since the last City Council meeting.

New Business

a. Discussion/Approval of Resolution 2025-12 to Authorize Compensation for Planning and Zoning Commission Members.

The council briefly discussed the resolution to authorize compensation for Planning and Zoning Commission members.

Motion to approve Resolution 2025-12 authorizing compensation for Planning and Zoning Commission members was made by Council Member Braegger and seconded by Council Member Mund. The motion passed unanimously in a roll call vote.

b. Discussion/Approval of Resolution 2025-13 Implementing a Multi-Year Rate Adjustment Schedule for Water and Sewer Rates

Council Member Hulsey expressed concerns about the proposed rate increases, stating that she had researched rates in other Utah cities and found Willard's rates to be significantly higher. She requested more information on why Willard's rates were so much higher and whether all other options for efficiency and revenue had been explored before resorting to rate increases.

The council discussed several factors contributing to the higher rates, including:

- The complexity and requirements of Willard's sewer plant
- The lack of commercial customers to offset residential rates.
- The city's debt structure and balloon payments
- Depreciation costs and the need for future repairs and replacements

After extensive discussion, the council decided to table the resolution for further investigation and analysis.

Motion to table Resolution 2025-13 until August, allowing time for further research and analysis of alternatives, was made by Council Member Hulsey and seconded by Council Member Braegger. The motion passed unanimously.

The council requested that staff prepare additional information, including:

- A breakdown of costs and debt services
- Exploration of using impact fees to service debt
- Analysis of labor costs
- Comparison with other cities' rates and practices
- Potential alternatives with various levels of risk and monetary impact.

c. Discussion/Approval of Resolution 2025-14 to Implement a Rate Adjustment for Garbage Service

The council discussed the proposed rate adjustment for garbage service, which would increase the cost of purchasing a garbage can from \$4.95 to \$13.50.

Motion to adopt Resolution 2025-14 implementing a rate adjustment for garbage service was made by Council Member Mund and seconded by Council Member Hulsey. The motion passed unanimously in a roll call vote.

Council Member Hulsey Yes

Council Member Mund Yes

Council Member Bodily Yes

Council Member Christensen Yes

Council Member Braegger Yes

Minutes

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

The council reviewed the minutes from the June 26, 2025, City Council meeting.

Motion to approve June 26, 2025, City Council minutes was made by Council Member Braegger and seconded by Council Member Christensen. The motion passed unanimously.

a. Warrants, Vouchers, Reports

No specific discussion was recorded regarding warrants, vouchers, or financial reports.

Department Reports

a. Public Works

Concerns were raised about damage to roads in the Deer Run subdivision, particularly in the newest section. He noted that construction vehicles and landscapers damaged the roads. The council discussed the possibility of using the developer's escrow or bond to repair the damage, as well as enforcing warranties if applicable.

The council also expressed appreciation for the Public Works department's efforts during the Fourth of July celebrations, including setup and teardown of event facilities.

b. Police Department

Chief Fielding reported on police activities, including coverage during the Fourth of July celebrations. He also mentioned that the department's dash cameras and body cameras are approaching end-of-life and will need replacement soon. The Chief presented options for upgrading the camera systems, including a potential solution that would cost around \$20,000 and provide cloud storage capabilities.

The Council discussed the benefits of moving to a cloud-based storage system for easier access by the county attorney's office and improved efficiency in handling video evidence.

c. Fire Department

No specific report was given for the Fire Department, but council members expressed appreciation for the department's efforts during the Fourth of July celebrations, particularly in setting up the fireworks display.

Council Member Reports

a. Jacob Bodily

Council Member Bodily had no specific report.

b. Rod Mund

Council Member Mund had no specific report.

c. Mike Braegger

Council Member Braegger reported a citizen had approached him about considering relief on rate increases for senior citizens over the age of 65. The council discussed the possibility of implementing a hardship-based system rather than an age-based one, noting that some seniors may be financially well-off while younger families might struggle more with increased rates.

d. Rex Christensen

Council Member Christensen expressed gratitude to everyone involved in the Fourth of July celebrations, including the police, fire department, public works, volunteers, and the youth council. He mentioned that the bingo event was particularly popular and suggested considering new tables for the bowery to accommodate future events.

e. Jordan Hulsey

Council Member Hulsey reported on two items:

- She raised concerns about the city's agreement with the animal shelter ending and the potential increase in abandoned animals. The council discussed the complexities of animal control and shelter services, including the differences between strays and owner surrenders.
- She expressed appreciation for the fire department's work in preparing for the Fourth of July fireworks display, noting the significant effort involved.

Next Agenda August 14, 2025

No specific items were discussed for the next agenda.

Mayor's General Correspondence and Information

The Mayor provided updates on several items:

- He mentioned the need for a policy analysis for fire and police services.
- He gave an update on the trail project and conditional use permit, noting that there were still some issues to be resolved with the county regarding land swaps and approvals.
- The mayor also mentioned the issue of zoning along the highway, pointing out that much of the existing commercial area was not properly zoned for commercial use. The council discussed the need to update both the current zoning map and the future land use map to address this discrepancy.

City Manager's Report

City Manager Jeremy Kimpton reported that he would be out of town the weekend of the 20th but would be available by phone if needed.

City Planners Report

City Planner Maddie Brown raised the issue of zoning inconsistencies along the highway, noting that recent commercial applications had highlighted the fact that much of the highway was not zoned for commercial use despite existing businesses. The council discussed the need to update both the zoning map and the future land use map to address this issue.

City Attorney Report

The City Attorney gave no specific report.

Consideration of Motion to Enter a Closed Session (if necessary) pursuant to UCA §52-4-205

No closed session was held during this meeting.

Adjourn

Motion to adjourn the meeting was made by Councilmember Mund and seconded by Councilmember Bodily. The motion passed unanimously.