

### Willard City Corporation

435-734-9881 80 W 50 S PO Box 593 Willard, Utah 84340 www.willardcityut.gov Mayor Travis Mote City Council Members J. Hulsey R. Christensen M. Braegger R. Mund J. Bodily

The Willard City Council of Willard City Corporation will hold a Council meeting on **Thursday, September 25, 2025**, at Willard City Offices 80 W 50 S. will begin promptly at **6:30 p.m**. The agenda will be as follows:

### 1. Call to Order

- a. Invocation
- **b.** Pledge of Allegiance
- **c.** 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

a. Report

### 4. New Business

- a. Presentation by Heather Crocket regarding library accessibility for Box Elder County residents.
- **b.** Discussion on City Improvements
  - a. Presentation by Sue Anderson regarding texting software for CERT.
  - b. Discussion and possible approval of a website upgrade to comply with Web Content Accessibility Guidelines (WCAG) 2.1, Level AA.
  - c. Discussion on Willard City Employee Handbook Review
- **c.** Consideration and possible approval of the Forged Fiber 37, LLC Franchise Agreement proposal, submitted by Jill Okun.
- **d.** Consideration and possible approval of Ordinance 2025-10 revisions to the Recreational Vehicles and Recreational Vehicle Parks Code, Section 24.92 of the Willard City Zoning Code.
- **e.** Consideration and possible approval of the 600 South Improvements Project award recommendation.
- f. Consideration and possible approval to declare certain city-owned vehicles as surplus.
- **g.** Approval of Ordinance 2025-18 Amending the official Zoning Map of Willard City by rezoning certain property from R1/2 to MPC.

### 5. Minutes

a. Approval of meeting minutes from City Council Meeting September 11, 2025.

### 6. Financial

a. Warrants, Vouchers, Reports

### 7. Department Reports

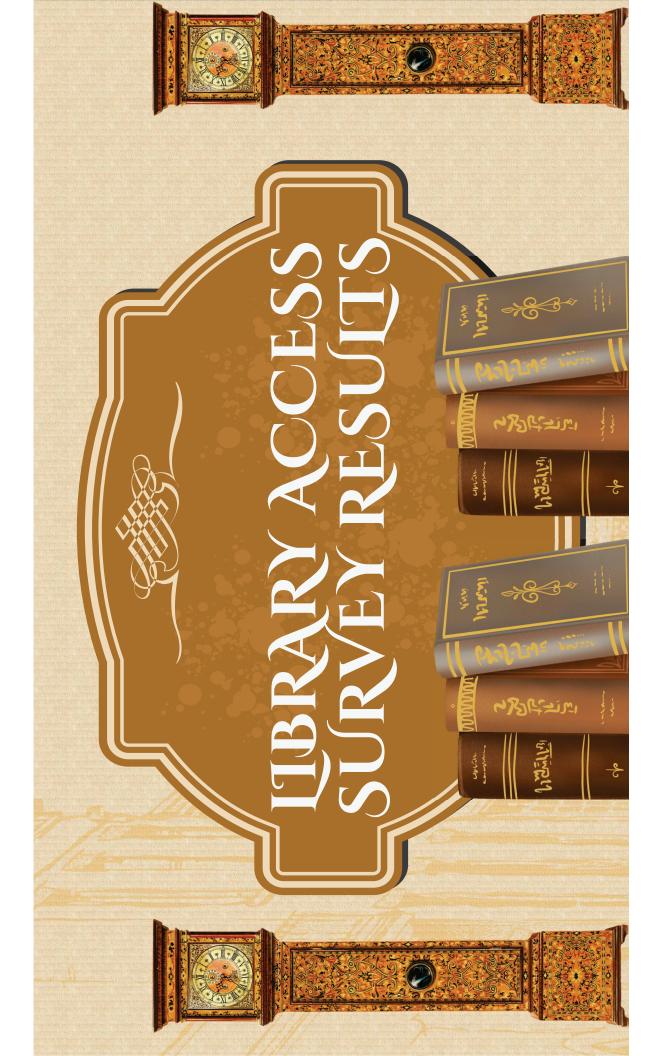
- a. Public Works
- **b.** Police Department
- c. Fire Department

### 8. Council Member Reports

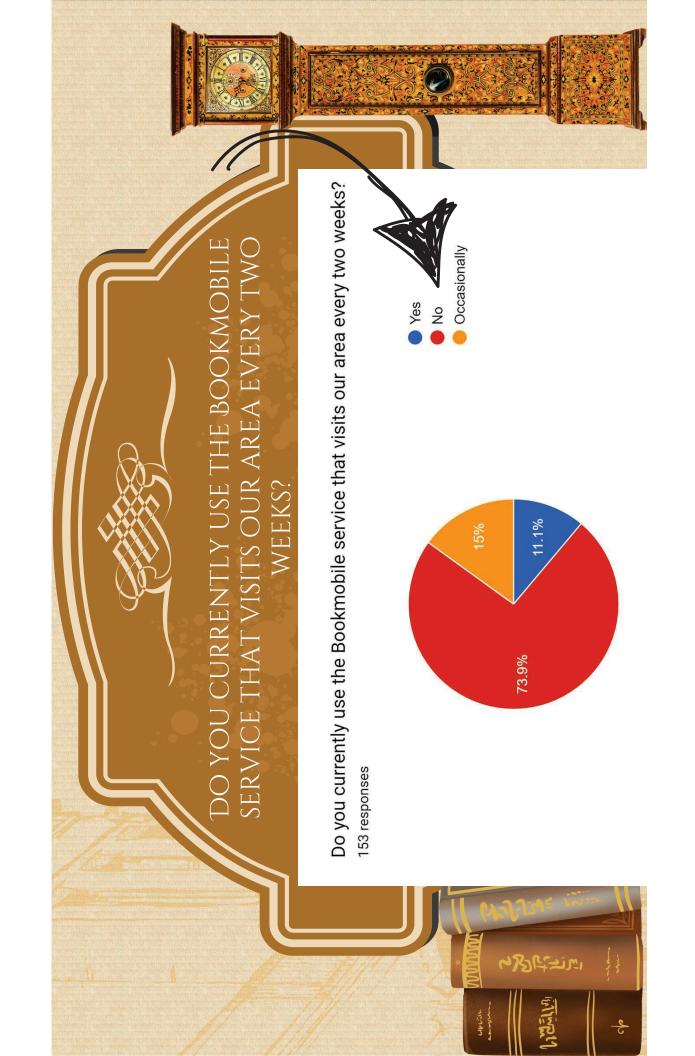
- a. Jacob Bodily
- **b.** Rod Mund
- c. Mike Braegger
- d. Rex Christensen
- e. Jordan Hulsey
- 9. Next agenda October 9, 2025
- 10. Mayor's General Correspondence and Information
- 11. City Manager's Report
- 12. City Planner's Report
- 13. City Attorney's Report
- **14.** Consideration of Motion to 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

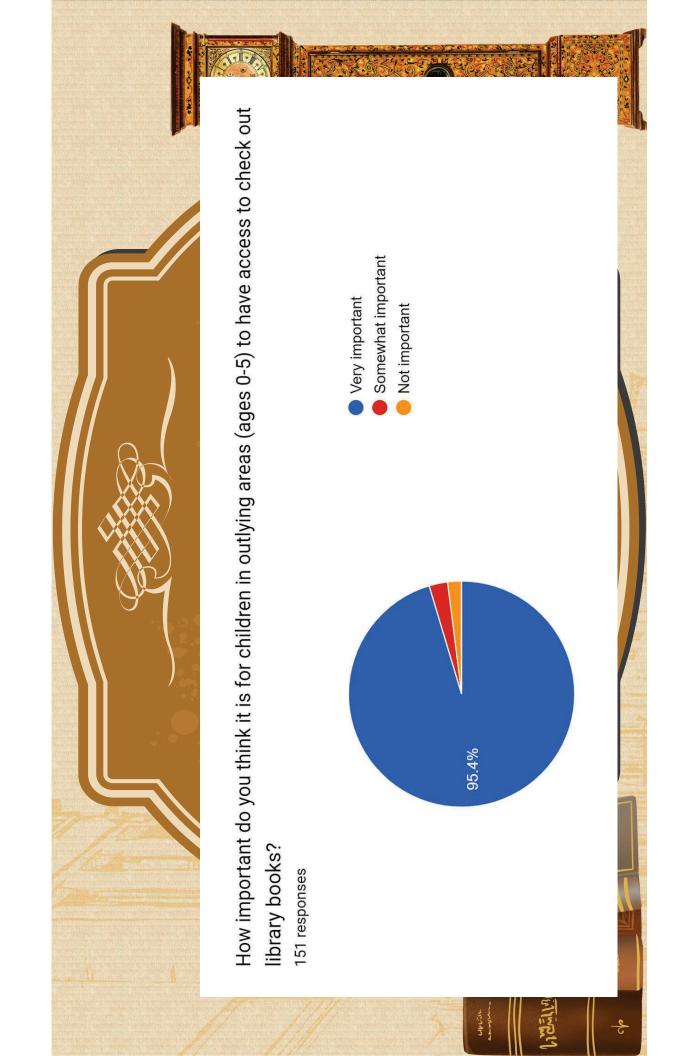
/s/ Susan Obray City Recorder, Willard City Posted September 8, 2025

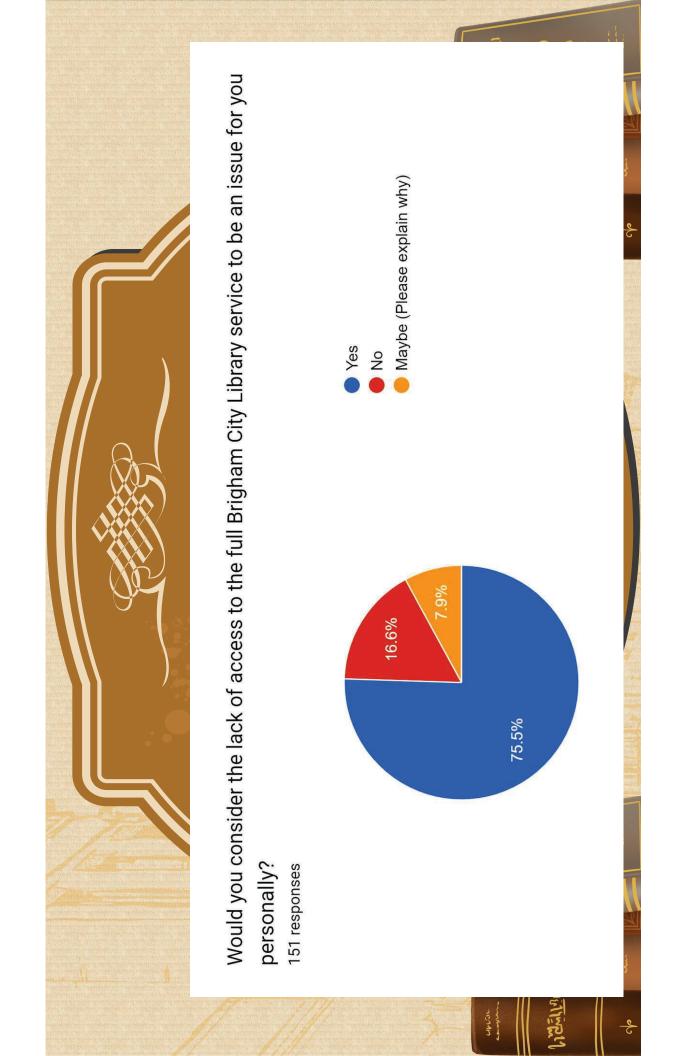










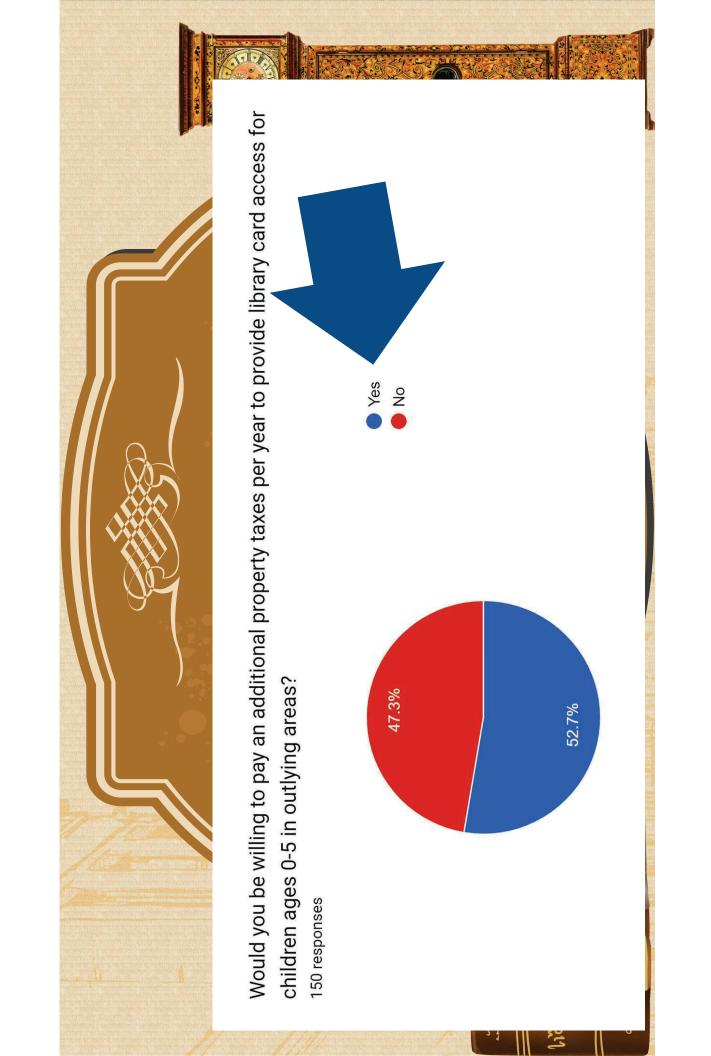


library. This has been an issue for my younger children because we will go to story time and then read books When my family and I go to the library for public events we have not been able to check out items at the in the children's area and we've wanted to check things out but the fee prevented us from doing so.

there's been a bunch of times where the Bookmobile couldn't come because of holidays or we weren't My older children are not available when the Bookmobile is around so it's hard for them to get books, available right at that time and it's just hard to go if you miss your day. Also, there's kind of a lot of breaks where they aren't actually open for 45 minutes in the middle of the day.

It is very fun and special to actually visit the library with the little ones, especially when I recount my own but not as reliable or convenient in compare to an actual library. Many times the available options in the discouraging to go and not even be able to borrow a book. The book mobile is a great idea in practice book mobile isn't as extensive and it doesn't offer as many options when trying to find a new book to experiences of going to library to do homework, group projects or simply see what is new. Its really enjoy. Brigham is the closest town to me and more often than not the most accessible to me.





I would prefer to have a county library system rather than a city library. It's worth it to have access to as many books as possible for as many people as possible.

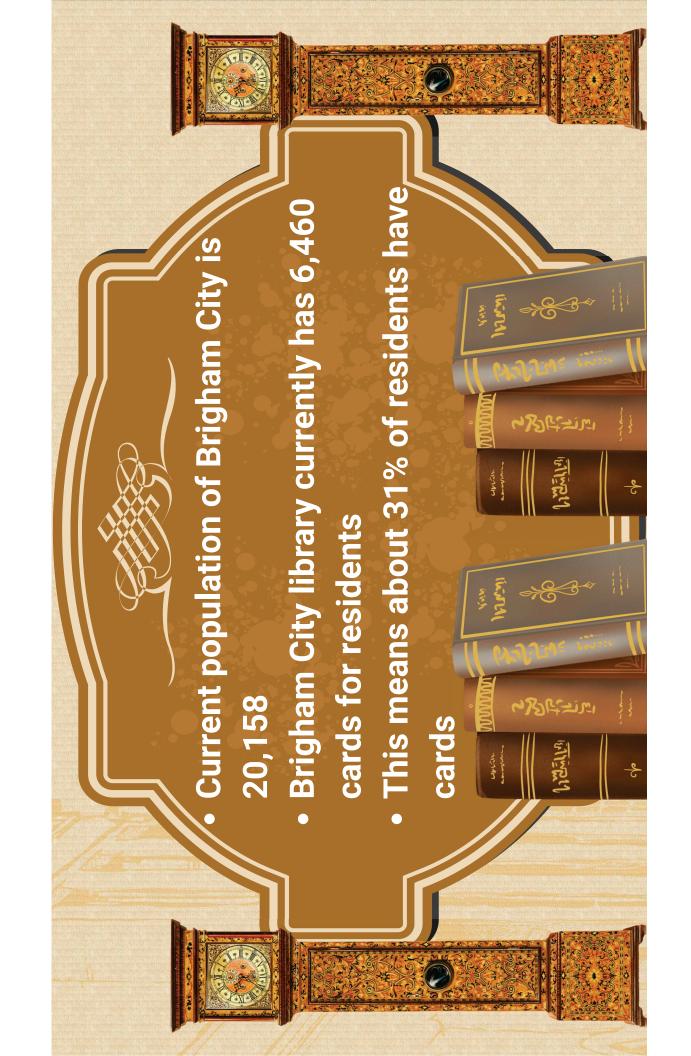
# All children need free access to books!!

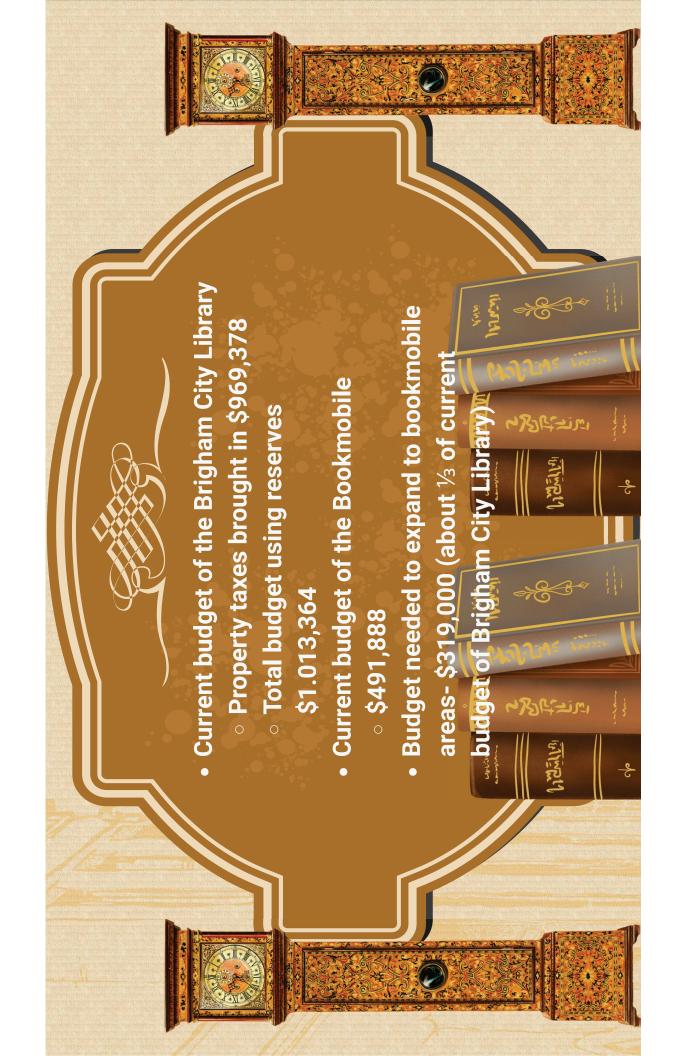
I don't understand how this can even be an issue or a question. Provide access for children to

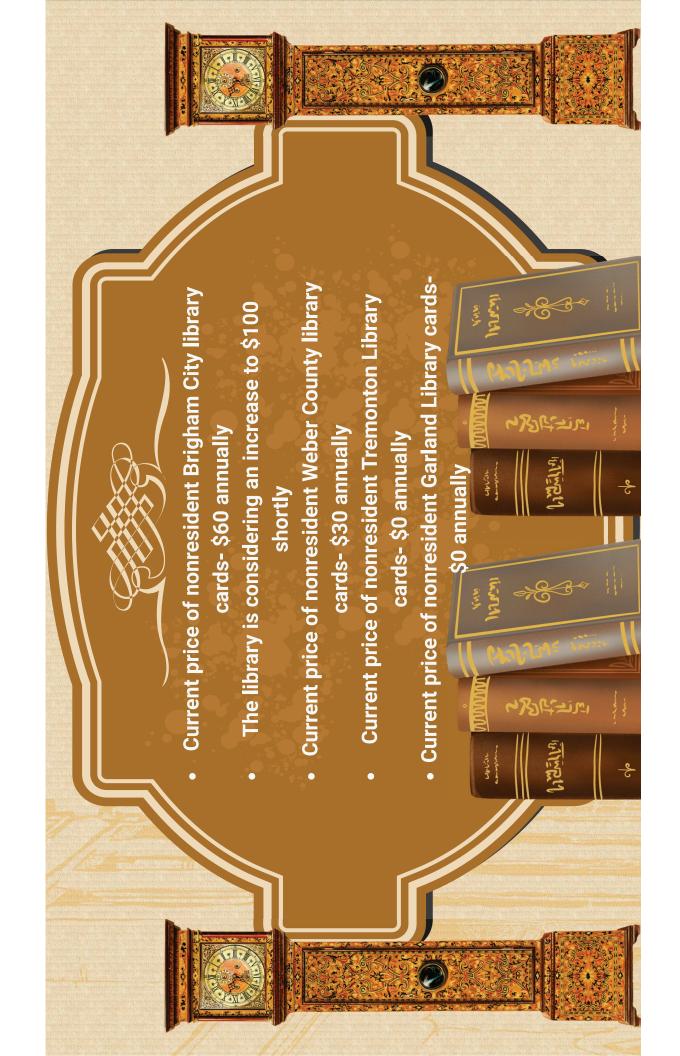
Taxes are already paid and are too high. Just open it up to the

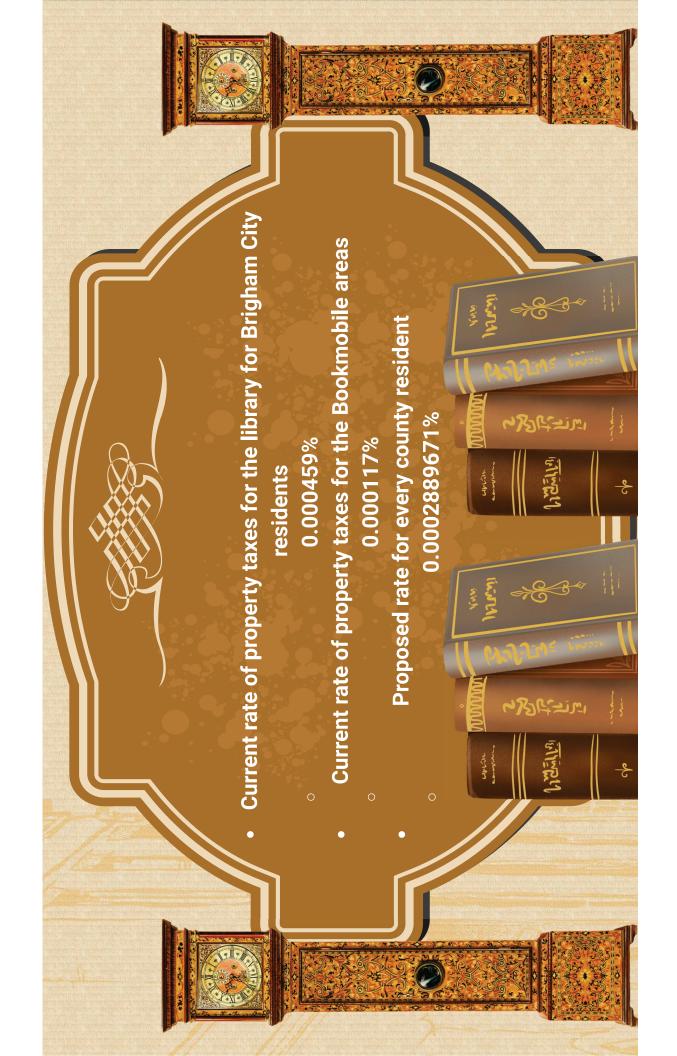
Last answer depends on the cost. Linraries shouls be accessible to everyone, including the elderly. It is a beautiful library and we quit going years ago because of the cost. It was less expensive to go to the Ogden libraries so we would pay the fee and fo to Ogden to get books when we would go shopping or to appointments. My kids are grown up? The bookmobile comes while I am working, so I don't have access to it.

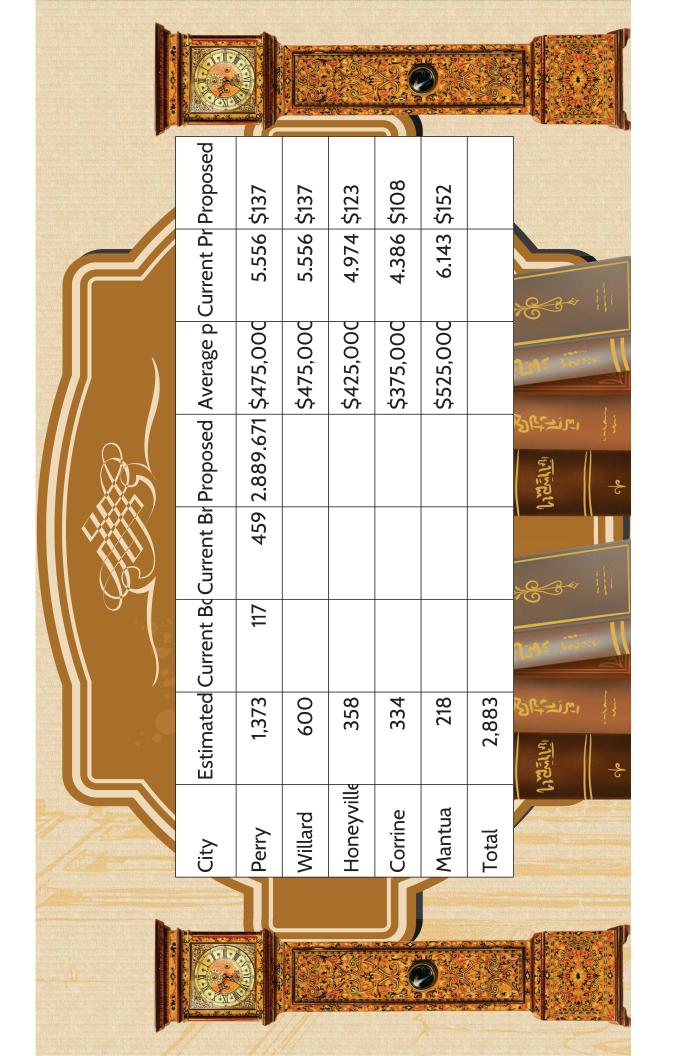
unlimited access to as many books as is aloud. If Brigham pays vant the same benefits as Brigham. I would want to be able to would be willing to pay an additional property tax but I would myself (as the parent) and for all of my children to have















# CERT SMS: SlickText as the Economical, Flexible Choice

City Council Briefing
(Proposed SMS Option)

# What we need for local CERT

- Rapid outbound alerts to hundreds of residents
- Two-way replies for individuals (questions/ confirmations)
- Easy groups: General CERT, Block Captains,
   Warehouse Captains
- Automatic STOP opt-out to avoid bothering non-participants
- Budget-friendly and reliable, month-to-month flexibility

# Why SlickText

Lowest verified month-to-month plan at this volume (500 texts for \$29) Built-in two-way inbox; schedule one-off and recurring sends Automatic STOP handling → contact is marked Unsubscribed/DNC Segmented sends by group (e.g., General vs. Block vs. Warehouse) US-based SaaS; straightforward setup and support

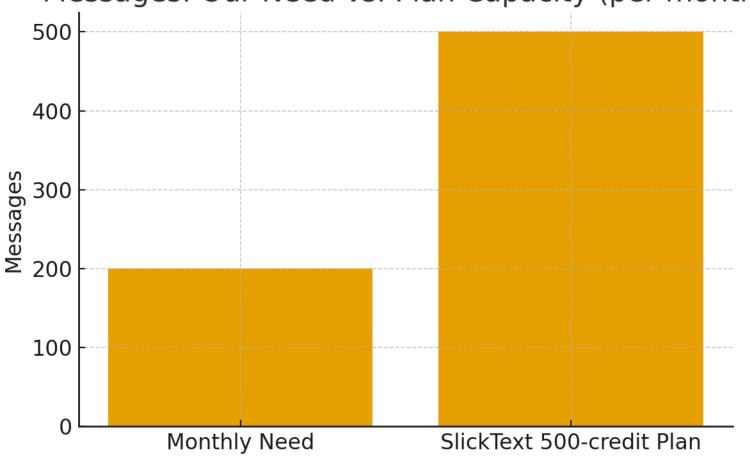
Month-to-Month
No long-term
contract

# Cost for our CERT scenario

- Audience: 100 people, approx. 2 texts/month
   → ~200 outbound SMS
- SlickText 500-credit plan = \$29/month (covers our needs with headroom)
- Free inbound replies; credits roll over; upgrade only if we scale up

# **Capacity Snapshot**

Messages: Our Need vs. Plan Capacity (per month



# Setup Requirements (fast)

- Create SlickText account; select 500-credit plan (\$29/mo)
- Register a sending number (local 10DLC) and complete A2P compliance prompts
- Create three (or more) groups. Example: General CERT,
   Block Captains, Warehouse Captains
- Import contacts (CSV) or collect opt-ins via keyword/QR form
- Compose initial templates; schedule monthly test messages
- Train volunteers on inbox triage and opt-out etiquette

# Opt-Out & Compliance (built-in)

STOP replies are automatically processed → contact is unsubscribed 'Help/Stop' language can be added to first or monthly touches Re-subscribe only with fresh consent (e.g., texting the join keyword) Activity logs & reports aid accountability during emergencies

Automatic STOP  $\rightarrow$  DNC

# Security: How Contacts Are Protected

Industry-standard SaaS safeguards: encrypted transport (TLS), access controls, logging Multi-user accounts with 2-factor authentication (enable for all admins)

Data minimization: store name/phone/role only—no sensitive notes

Automatic 'Unsubscribe/Do Not Contact' state prevents accidental outreach

Confidentiality by Design

# Security Recommendations for CERT

- Enable 2FA for every admin/volunteer; require strong passwords
- Use least-privilege roles (few senders; others read-only)
- Keep rosters minimal: avoid PHI/sensitive data in contact fields
- Export periodic backups; remove ex-volunteers promptly
- Train on phishing/social engineering targeting admin accounts

# Governance & Due Diligence (City Use)

Request vendor security artifacts for the file: audit summary (e.g., SOC 2), incident response overview

Ask for US-only data-residency statement and regional redundancy notes Document consent & opt-out handling in a short SOP

Define Responsibilities: who can send alerts, who approves, who monitors replies, etc.

Accountability & Controls

Note: The vendor indicates SOC 2 compliance.

# Caveat: Avoid Sensitive Data

- Do not use the system for protected health information (PHI) or medical details
- Limit to operational CERT messaging and simple rosters
- If needs change, reassess vendor requirements and compliance scope

In this presentation, we are only interested in CERT needs. This tool <u>may</u> be extendable to additional uses if wanted.

# Reliability & continuity (practical view)

- US-hosted cloud SaaS with support resources
- Month-to-month avoids vendor lock-in; can scale up or down quickly
- Multi-admin access: no single-person bottleneck during incidents

# Recommendation for Council

- Approve trial: 60 days on the \$29/month plan
- Authorize volunteer admin accounts (2–3 leads)
- Adopt SOPs for security, consent, and reply triage
- Review metrics after two months → continue or adjust

# References (Pricing, Features, Security Practices)

- Pricing: 500 credits for \$29/mo; free inbound; rollover credits
- Features: segments/lists, scheduling, two-way inbox, auto STOP
- Security practices used in standard SaaS: TLS in transit,
   2FA, role-based access, activity logging
- City SOPs: consent text, STOP footer, admin 2FA, least-privilege, periodic roster review
- Vendor artifacts (e.g., SOC 2 summary) can be requested during procurement.



Willard, Utah

# Web Central Starter: Summary

Proposal valid for 60 days from date of receipt



## **Company Overview**

CivicPlus started back in June of 1998 with a simple yet powerful vision: to create a website solution that allowed municipal staff to maintain their websites daily without needing a technical webmaster. As technology advanced, we saw our customers' need to bring more services online. We expanded our vision to make local government work better as a whole.

Today, CivicPlus provides public sector technology that automates processes, digitizes services, and enhances civic experiences. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a frictionless experience for residents and staff. Our portfolio includes solutions for:



- Process Automation and Digital Services
- Planning, Permitting, Licensing, and Code Enforcement
- Fire and Life Safety Inspections
- Asset Management
- Utility Billing
- Social Media Archiving
- FOIA Management

- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Codification
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management

### **EXPERIENCE & RECOGNITION**

25+ Years

10,000+ Customers

950+ Employees









CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

### **CONTACT INFORMATION**

### **Primary Office**

302 S. 4th Street, Suite 500, Manhattan, KS 66502

Phone: 888.228.2233 | Fax: 785.587.8951

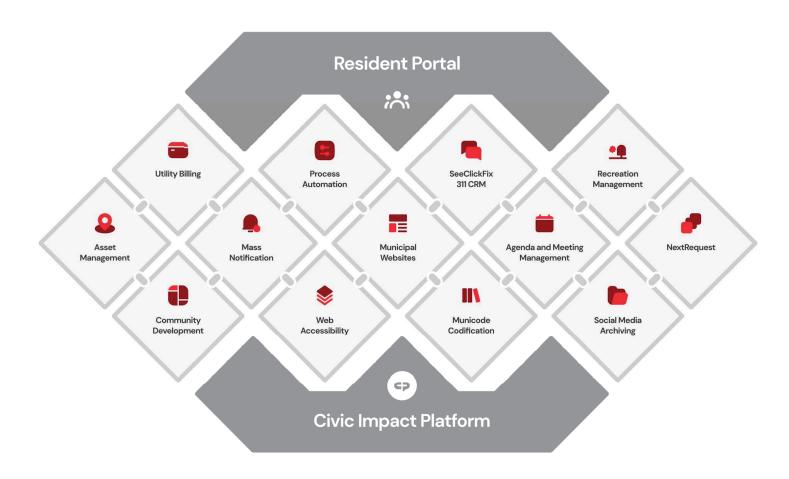
Civicplus.com

# **Powering & Empowering Government**

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.





Website	Standard	Premium		
One-Time Standard Implementation	\$850	\$1,700		
Annual Subscription Fees	\$4,664	\$5,772		
Bundling Discounts Available				

Base Inclusions		Price	
Agenda Center	Graphic Links	Guardian/Cloudflare Tier 1	
Calendar	Quick Links	Security for PCI Compliance	
Alert Center	Info Advanced	and Visitor Surges.	Included
Document Center	News Flash	DNS   Domain Management	
Notify Me	Staff Directory	SSL Management	
Form Center	FAQs	Hosting and Security	
	Website Optional A	dd-On	Price
Live Training Per Module		\$375 one-time	
Meetings and Agenda Migration per 100 Meetings		\$850 one-time	
Standard Department Header Page		\$2,933 one-time   \$813 annual fee	
Premium Department Header Page		\$4,515 one-time   \$938 annual fee	
Accessibility with AudioEye			\$2,500 annual fee
CommonLook – PDF Remediation – One License		\$1,443 annual fee	
48 Month Redesign Annual Fee		Standard \$250   Premium \$425	
Convert PDF Forms to Fillable Forms		\$40 per PDF page	
Facilities and Reservations Module		\$350 annual fee	
Resource - Business Directory Module		\$350 annual fee	
Activities Module		\$350 annual fee	
Bids Posting Module		\$350 annual fee	
Jobs Module		\$350 annual fee	
Opinion Polls Module		\$350 annual fee	
Blog Module		\$350 annual fee	
Real Estate Locator Module		\$350 annual fee	
CivicSend – E News Letter Builder Added to Notify Me		\$750 one-time   \$2,374 annual fee	
CivicPlus Pay with Forte		\$500 one-time   \$250 annual fee	
Additional Block of 500 Notify Me SMS Subscribers (Comes with a block of 500)		\$945 annual fee	
Chatbot		\$2,750 annual fee	
Other Popular Integrated Solutions		Price	
Mass Notification		Ask Me – Scoping Necessary	
Meetings and Agenda Management		Ask Me – Scoping Necessary	
Social Media Archiving		Ask Me – Scoping Necessary	
Next Request (Public Records Request)		Ask Me – Scoping Necessary	
Municode Codification (Code of Ordinance)		Ask Me – Scoping Necessary	
SeeClickFix 311 CRM		Ask Me – Scoping Necessary	
Web Accessibility		Ask Me – Scoping Necessary	
Community Development (Permitting, Licensing, Code Enforcement)		Ask Me – Scoping Necessary	
Asset Management			Ask Me – Scoping Necessary
Process Automation (Advanced fillable forms with automated workflow)			Ask Me – Scoping Necessary
Recreation Management			Ask Me – Scoping Necessary

## **Standard Package Designs**

You will choose one of our fixed layout options as the base of your website. You will then be given the opportunity to submit personalized information, like imagery, branding, graphic button preferences, and more to be taken into design consideration. This finalized design will not only represent your unique community, but—combined with the functionality of the Web Central Starter CMS – will help you provide an attractive and convenient online resource for your community.

#### **DESIGN EXAMPLES**

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.



Ludlow, MA



**Clark County, KY** 



Rocky Hill, CT



Geneva, NY



Malvern, AR

## **Premium Package Designs**

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one Advanced Design Component, if desired. Advanced Design components provide next-level user engagement by leveraging the latest design enhancements in the Web Central Starter product. Your art director will help you choose the component that works best for your website and desired site maintenance level.

#### **DESIGN EXAMPLES**

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.



**Burkburnett, TX** 



**Greenbrier, TN** 



Cheverly, MD



Blaine, WA

## **Standard Package Timeline | 8-10 Weeks**

PHASE 1: INITIATE & ANALYZE	2 Weeks	<ul> <li>Project Kickoff Meeting</li> <li>Planning &amp; Scheduling</li> <li>Customer Deliverable Submission</li> </ul>
PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION	5 Weeks	<ul> <li>Site Map Creation</li> <li>Content Implementation</li> <li>Design Creation</li> <li>Google Analytics Account Creation</li> <li>Quality Control.</li> </ul>
PHASE 3: EDUCATE	1 Week	Group Training
PHASE 4: LAUNCH	1 Week	<ul><li>Project Scope Completion</li><li>Website Launch</li></ul>

## **Premium Package Timeline | 10-12 Weeks**

PHASE 1: INITIATE & ANALYZE	3 Weeks	Project Kickoff Meeting		
		Planning & Scheduling		
		Customer Deliverable Submission		
		Design Discovery Meeting		
PHASE 2: CONTENT	5 Weeks	Site Map Creation		
IMPLEMENTATION & DESIGN		Content Implementation		
CREATION		Design Creation		
		Google Analytics Account Creation		
		Quality Control.		
PHASE 3: EDUCATE	1 Weeks	Training Engagement		
PHASE 4: LAUNCH	2 Weeks	Project Scope Completion		
		Website Launch		

## **Approaching Your Project Implementation**

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

#### **Standard**

#### PHASE 1: INITIATE & ANALYZE

# Project Kickoff Email – Your project manager will kick off your project via email, introducing your CivicPlus team, detailing deliverables needed, providing a high-level overview of the development process, and introducing tools and resources used to manage your project.

**Planning & Scheduling** – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

**Customer Deliverable Submission** – You will be responsible for submitting deliverables as outlined.

#### **Premium**

#### PHASE 1: INITIATE & ANALYZE

**Project Kickoff Email** – Your project manager will kick off your project via email, introducing your CivicPlus team, detailing deliverables needed, providing a high-level overview of the development process, and introducing tools and resources used to manage your project.

**Planning & Scheduling** – Your project manager will create a comprehensive project timeline based on the project scope and your specific needs.

**Customer Deliverable Submission** – You will be responsible for submitting deliverables as outlined.

**Design Discovery Meeting** – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.

#### PHASE 2: CONTENT IMPLEMENTATION & DESIGN CREATION

**Site Map Creation** – Our content development team will generate a site map of your existing website in preparation for the content implementation.

Content Implementation – Our Content Development team will migrate up to 150 pages of content (including their text, documents, and images) from your current website to your new, Central Starter website. Additional pages of content can be added for an additional fee. Content will be enhanced for accessibility, and we will organize your website pages to make them easy to navigate. They will also migrate the current year and the previous two years of simple meeting agendas and minutes to the Agenda Center module. Additional years can be added for an additional fee.

**Design Creation** – You'll have the chance to review the responsive design prototype and provide feedback and/or approval.

Google Analytics Account Creation – Your website will be set up with a Google Analytics account.

**Quality Control** – Our Content Development team will complete a quality control check to ensure proper content migration.

#### PHASE 3: EDUCATE

**Group Training** – Throughout the development and after launch, you and your team can access ondemand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend group training sessions in the weeks prior to going live.

#### **PHASE 3: EDUCATE**

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration, and you can obtain hands-on experience.

#### **PHASE 4: LAUNCH**

**Project Scope Completion** – Your Central Starter project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.

#### **Your Role During Implementation**

- To help create the strongest possible website, we will need you to:
- Choose your desired layout Standard Package Only
- Complete the Content form Standard Package Only
- Gather photos and logos that will be used in the overall branding and design
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

## **CMS Features & Functionality**

CivicPlus' Municipal Websites Central Standard (Web Central Starter) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

#### **Modules & Widgets**

#### RESIDENT ENGAGMENT

Web Central Starter offers many effective and easy-to-use resident engagement features. These tools easily integrate with other key features.

**Calendar** – Create multiple calendars and events for upcoming activities that are viewable by list, week, or month.

**Notices and Alerts** – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

**Form Center** – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

News – Post news items and keep your residents up to date on important information via News Flash.

**Notifications** – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

**Pop-up Module** – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

#### **ASSET MANAGMENT**

Web Central Starter is fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

**Agenda Center** – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

**Document Center** – Organize and management documents in one central repository.

**Public Images** – Store all your images in one central location, to utilize individually or create slideshows on our site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

#### **INFORMATION & NAVIGATION**

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

**Easy for Residents to Navigate** – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

**Frequently Asked Questions (FAQs)** – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

**Graphic Links** – Create visually appealing buttons to direct users to important information.

**Info Advanced** – Use Info Advanced to create engaging displays of information for reuse throughout the website.

**Quick Links** – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

**Staff Directory** – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

#### **COMMONLY USED WIDGETS**

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.

Custom HTML Widget – Embed videos or other HTML features in your page.

**Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

**Image Widget** – Add images to a page.

**Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center.

**Slideshow Widget** – Add a slideshow of images.

**Tabbed Widget** – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

#### **ADMINISTRATIVE FEATURES**

The administration of your Web Central Starter website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control access to pages and manipulation of content as well as use automated features to streamline processes.

**Administrative Dashboard** – A home base for messages and quick access to your recent activities and timesensitive action items such as pending approvals and expiring items.

**Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

**Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

**Intranet** – Use permissions to set a secure location on your website that allows employees to login and access nonpublic resources and information.

**Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

**Pending Approval Items** – Administrators have access to a queue of pending items to be published and reviewed.

Website Statistics – Provided website analytics for analysis.

#### **USER-FRIENDLY FEATURES**

Not only is Web Central Starter easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

**Automatic Alt Tags** – Built-in features assist with ongoing ADA compliance of your website.

**Credit Card Processing** – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment processor to accept payments on your website (separate agreement must be made directly between you and the chosen approved processor). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

**Link Redirects** – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards.

**Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget. Mega Menu – A main navigation menu makes it easy to get to any page on your website quickly.

**Predictive Site Search** – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

**Real Simple Syndication (RSS) Feeds** – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

**Responsive Design** – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

**Social Media** – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

**Supported Browsers** – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

**Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

**Translation** – Integration with Google Translate translates web pages into over 100 languages.

#### **ACCESSIBILITY COMPLIANCE**

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. CivicPlus wants to help our customers maximize accessibility for all users and surpass Section 508 ADA accessibility requirements while providing you the freedom to create a visually rich and appealing website. Our multi-faceted approach sets you up for success:

- We build websites using WCAG guidelines to be highly accessible at go live.
- Our trainers will teach your staff best-practices to keep your content and design elements accessible and up to date with the latest ADA/ WCAG standards.
- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.
- Any new regulations that require code changes are done automatically by our product team, at least quarterly, with no additional effort required from you.
- In addition, our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.

Due to the dynamic nature of website content updates, an ongoing accessibility solution can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides three long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges. Additional details and/or a quote can be provided upon request.

- AudioEye Partnership CivicPlus partners with AudioEye to provide a suite of accessibility tools and services for WCAG 2.2 compliance at a discounted rate to our customers.
- Acquia Optimize: Website Optimization & Compliance Tools Acquia Optimize is an easy-to-use web governance platform available to purchase and add to your project. Acquia Optimize's tools help you identify, prioritize, and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards.
- CivicPlus CommonLook Accessibility Software Efficiently and accurately ensure PDFs are accessible to all members of your community. CommonLook provides an all-in-one environment for testing, remediating, and verifying PDF documents and provides a set of automated tools.

#### **ADD-ON MODULES**

In addition to our comprehensive CMS offering, we provide a range of additional modules designed to enhance functionality and meet specific organizational needs. Each module is tailored to deliver specialized capabilities, ensuring you have the flexibility to create a solution that aligns perfectly with your objectives. Please reach out if you are interested in including any of these options into your new CMS project.

**Blog** – Post opinions/information about various community topics and allow resident comments and subscriptions.

**Get Community Input** – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

**Opinion Poll** – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

**Photo Gallery** – Display photos of parades, local sporting events, or historical locations through albums or slideshows. Users can vote on favorites or share via email and social media.

**Archive Center** – Manage and retain serial and older documents.

**Real Estate Locator** – Lets community members list and manage residential and commercial properties separately, with dedicated search functions. Users can post and manage listings 24/7 after setting up a profile and paying a subscription fee, while administrators can approve or auto-publish listings.

**Resource Directory** – Use the Resource Directory to showcase information on local businesses and/or community resources.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

**Facilities & Reservations** – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

**Job Postings** – Post available jobs online and accept online applications.

**Bids** – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

## **Continuing Services**

#### **Technical Support & Services**

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Web Central Starter.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

#### Support at a Glace

- Technical support engineers available 7

   a.m. 7 p.m. (CST) Monday Friday
   (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour initial response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

**CIVICPLUS HELP CENTER** - CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

**AWARD-WINNING** - CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and nine Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

**CONTINUING PARTNERSHIP** - We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

#### **ENGAGEXCHANGE**

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our Web Central Starter customers. It reflects our commitment to:

**Connection** – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the Web Central Starter roadmap and will be able to submit ideas for improvements and enhancements. MAINTENANCE CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- · Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

## **Hosting & Security**

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. We offer secure data center facilities, constant and vigilant monitoring, and updating of your system, including 99.9% guaranteed up-time (excluding maintenance). If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are, we have an option that will fit your community.

Data Center	Highly Reliable data center & secure facility		
Data Center	,		
	Managed network infrastructure		
	On-site power backup & generators		
	Multiple telecom/network providers		
	Fully redundant network		
	System monitoring – 24/7/365		
Bandwidth	Multiple network providers in place		
	Burst bandwidth – 22 Gb/s		
	<ul> <li>Unlimited bandwidth usage for normal business operations (does not apply in</li> </ul>		
	the event of a cyber attack)		
Hosting	Web Central Starter software updates		
	Server management & monitoring		
	Multi-tiered software architecture		
	Server software updates & security patches		
	Database server updates & security patches		
	Antivirus management & updates		
	Server-class hardware from nationally recognized provider		
	Redundant firewall solutions		
	High performance SAN with N+2 reliability		
Disaster Recovery	Emergency after-hours support, live agent (24/7)		
	On-line status monitor by Data Center		
	8-hour guaranteed recovery TIME objective (RTO)		
	24-hour guaranteed recovery POINT objective (RPO)		
	Pre-Emptive monitoring for disaster situations		
	Multiple, geographically diverse data centers		
DDoS Migration	Defined DDoS Attach Process		
	Identify attack source and type		
	Monitor attack for threshold* engagement		
DDoS Advanced Security	Not Included – additional coverage available at time of event (fees will apply)		
Coverage			

<sup>\*</sup>Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during an attack.

#### **GUARDIAN SECURITY**

Our Guardian Security Package provides a comprehensive, cost-effective solution tailored for local governments seeking robust security without breaking the bank. Powered by enterprise Cloudflare, this package includes:

- Web Application Firewall (WAF) fully customized for our application
- OWASP ModSecurity Core Rule Set for protection against the Top 10 vulnerabilities identified by the Open
- Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User Agent Blocking rules to block specific browser or web application User-Agent request headers
- Visitor blocking or challenging by IP address, autonomous system number (ASN), or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

## **Optional Website Enhancements**

#### RECURRING REDESIGN

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

#### **AUDIOEYE MANAGED**

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy to-use interface. The AudioEye Toolbar offers web personalization tools. Conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

#### **ACQUIA OPTIMIZE: WEBSITE OPTIMIZATION & COMPLIANCE TOOLS**

Acquia Optimize empowers government organizations to maintain accessible, high-quality websites that comply with WCAG 2.1 standards and other international accessibility regulations, such as ADA, Section 508, and EN 301 549. Its accessibility tools identify and address web issues, providing actionable recommendations to enhance user experiences for all. Acquia Optimize's content policies module ensures consistency and accuracy by scanning for content errors or violations of brand, regulatory, or industry standards. The quality assurance tools detect and fix broken links, images, misspellings, and other issues that could hinder navigation or usability. Additionally, the data privacy module scans for sensitive information, prioritizes high-risk violations, and helps organizations reduce privacy risks. Together, these features enable government organizations to deliver inclusive, reliable, and secure digital services.

#### **CIVICPLUS CHATBOT POWERED BY FRASE**

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI) to deliver exceptional customer experiences to residents using your website. Our Chatbot crawls your website and other linked databases to create a continually, automatically updated, AI-powered knowledgebase that you don't have to maintain separately.

#### PLATFORM IDENTITY PROVIDER (IDP) INTEGRATION

CivicPlus offers IdP integration capabilities, which means you'll benefit from easier integration between your Web Central Starter website and your favorite third-party solutions. Provide single sign-on (SSO) functionality to streamline managing and supporting user credentials and identify management solutions. CivicPlus IdP partners include Microsoft's Entra ID, Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

#### STANDARD DEPARTMENT HEADER PACKAGE

A department or division within your organization may need a personalized digital presence. A Department Header Package is a cost-effective way for these groups to differentiate themselves informatively and graphically from the look of the main website while still benefiting from the functionality, service, and support of your Web Central Starter system. Unique customizations include:

- Department-specific URL
- Separate SSL Certificate / DNS & Hosting
- Department Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content

#### **BANNERS**

A cost-effective way to bring a different look to specific pages or departments is by placing a unique banner image on those pages. Each banner can rotate through as a slide show.

#### **CIVICPLUS MARKETPLACE APP**

The CivicPlus Marketplace App is a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as native SeeClickFix 311 CRM starter functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

Our app offers extensive customization options, allowing agencies to configure branding, buttons, and links in real time to maintain brand consistency and enhance the user experience with over 300 configurable icons. It integrates seamlessly with CivicPlus solutions, including SeeClickFix 311 CRM, municipal websites, and mass notifications, providing a unified platform for streamlined engagement. The app improves service visibility and trust by enabling quicker responses to resident concerns and supports diverse community needs, from reporting issues to registering for classes. Additionally, its multi-jurisdictional capabilities allow residents to engage across neighboring areas while offering agencies control over displayed branding and information.

#### **UPGRADE TO PLATINUM SECURITY**

CivicPlus' Platinum Hosting and Security package comes with enterprise-level Cloudflare software and:

- Fully customized Web Application Firewall (WAF), customized for our application
- OWASP ModSecurity Core Rule Set protects you against the Top 10 vulnerabilities identified by the Open Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User agent blocking
- Block or challenge visitors by IP address, autonomous system number (ASN) or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

#### **CONSULTING ENGAGEMENT**

Implementing a new software solution is a huge undertaking. Not only does it touch every department in your organization, it has the potential to positively impact the end-users in your community. Sometimes getting to that

positive end point is tough with incongruent agendas from stakeholders such as elected officials and department heads. CivicPlus consulting helps your organization do the heavy-lifting, starting with data-driven research and ending with service-level process optimization. We'll help you facilitate the tough conversations and guide you to set realistic timelines and tasks for implementation as well as assist you in setting goals and sustainment plans for your launch and beyond.

#### CREDIT CARD PROCESSING WITH CIVICPLUS PAY

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. CivicPlus has partnered with several integrated gateways which we can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, in a more limited fashion, to assist you in developing a successful system. To utilize any of the approved gateways, an agreement will need to be executed directly between you and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent.

## **Invoicing Details**

- 100% of Year 1 cost upon contracting.
- Annual recurring services shall be invoiced on the start date of each renewal term.
- Annual recurring services shall be subject to a 5% annual increase beginning in year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

### **Disclaimer**

#### PROPOSAL AS NON-BINDING DOCUMENT

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.

#### NON-EXCLUSIVE PUBLIC ROW FRANCHISE AGREEMENT

This Non-Exclusive Public ROW Franchise Agreement ("Agreement") is by and between **The City of Willard**, a city organized and existing under the laws of the State of Utah ("City"), and **Forged Fiber 37**, **LLC** ("Franchisee").

#### **RECITALS**

- A. City has jurisdiction over the use of the public rights-of-way in City ("Public ROW").
- B. Franchisee desires, and City desires to permit Franchisee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("Network") for the purpose of offering communications services ("Services"), including wholesale broadband transmission service to Internet Service Providers ("Broadband Internet Services"), but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City ("Customers").
- C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("Network Facilities").

#### **AGREEMENT**

In consideration of the mutual promises made below, City and Franchisee agree as follows:

#### 1. Permission to Use and Occupy.

1.1. Permission to Use and Occupy Public ROW. Pursuant to the terms of this Agreement and the exhibits thereto (which are incorporated into and made part of this Agreement), City grants Franchisee permission to use and occupy the Public ROW (the "Franchise") for the purpose of constructing, installing, repairing, maintaining, operating, and, if necessary, removing the Network and the related Network Facilities (the "Work"). This Agreement and the Franchise do not authorize Franchisee to use any property other than the Public ROW as agreed herein. Franchisee's use of any City owned property, including poles and conduits, will be governed under a separate Agreement regarding that use. In accordance with the City's standard policy for communications providers in the City, additional terms and conditions with respect to Franchisee's use and occupancy of the Public ROW to perform the Work are set forth on Exhibit A hereto.

- 1.2. <u>Subject to Federal, State and Local Law</u>. This Agreement and the Franchise are subject to City's valid authority under federal, state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. In the event of a material conflict between the terms of local law and the applicable provisions of this Agreement, the applicable provisions of this Agreement will prevail. Federal law is paramount.
- 1.3. <u>Subject to City's Right to Use Public ROW</u>. This Agreement and the Franchise are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. <u>Subject to Pre-Existing Property Interests</u>. City's grant of the Franchise is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, superior claims of title or other property interests that may affect the Public ROW, in addition to those uses permitted by the Willard Municipal Code. Franchisee will obtain at its own cost and expense any required permission or rights as may be necessary to accommodate such pre-existing property interests, so long as such pre-existing interests do not contravene state or federal law.
- 1.5. <u>No Grant of Property Interest</u>. The Franchise does not grant or convey any property interest.
- 1.6. <u>Non-Exclusive</u>. The Franchise is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("Person"), as well as the right in its own name as a City, to use Public ROW for similar or different purposes allowed Franchisee under this Agreement.

#### 2. Franchisee's Obligations.

2.1. <u>Fees</u>. For and in consideration of the Franchise, Franchisee shall pay [to be determined].

- 2.2. <u>Individual Permits Required</u>. Franchisee will obtain City's approval of required individual encroachment, construction, excavation, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Franchisee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.
- 2.3. <u>Franchisee's Sole Cost and Expense</u>. Franchisee will perform the Work at its sole cost and expense, or with any local, State or Federal grants and other funding that may become available to Franchisee.
- 2.4. <u>Compliance with Laws</u>. Franchisee will comply with all applicable laws and regulations when performing the Work. Franchisee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City.
- 2.5. <u>Reasonable Care</u>. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. <u>No Nuisance</u>. Franchisee will maintain its Network Facilities in good and safe condition.
- 2.7. Repair. Franchisee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Franchisee's Work and no other Person is responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Franchisee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.
- 2.8. <u>As-Built Drawings and Maps</u>. Franchisee will maintain accurate as-built drawings and maps of its Network Facilities located in the Public ROW and will provide them to City upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.

2.9. <u>Network Design</u>. Nothing in this Agreement requires Franchisee to build to all areas of City, and Franchisee retains the discretion to determine the scope, location, and timing of the design and construction of the Network Facilities.

#### 3. City's Obligations.

Notwithstanding City's obligation as outlined in Section 3 of this Agreement, Franchisee's use of Public ROW or City property shall be conducted in a manner consistent with lawful and applicable public easement rights.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City and/or other public utilities may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. City and any affected public utility will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, City and any other public utility benefitting from this provision will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse City and any affected public utility for its actual, reasonable, and documented costs or expenses incurred for any such emergency work, the direct cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Franchisee's obligation to reimburse City and any affected public utility under this section will be separate from Franchisee's obligation to reimburse City for any other reasonable expense City may incur.
- 3.2. Relocation to Accommodate Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with planned use of the Public ROW or City property of the City of Willard, the State of Utah, or any other political subdivision (as defined by the IRS) for any governmental purpose as reasonably determined by the City, Franchisee will, upon written notice from any of the foregoing entities, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the governmental purpose and Franchisee's interest in maintaining the integrity and stability of its Network. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City or any

- such public entity may not require Franchisee to relocate or remove its Network Facilities with less than sixty (60) days' notice.
- 3.3. Relocation to Accommodate Non-Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with a third-party's use of the Public ROW, Franchisee will not be required to relocate its Network Facilities unless the City reasonably determines, and substantiates in writing to Franchisee, that a failure to relocate Network Facilities will result in a significant and material detriment or financial loss to the citizens of the City of Willard. In that event, Franchisee shall be entitled to reimbursement of its reasonable costs and expenses incurred in relation to the relocation of its Network Facilities. If there is a dispute between Franchisee and the affected third party, City will attempt to mediate the dispute between the parties so as to avoid or mitigate unreasonable delays.
- 3.4. <u>Post-Removal Restoration of Public ROW</u>. When removal or relocation is required under this Agreement, Franchisee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to the same or similar conditions existing prior to the Franchisee's construction.

#### 4. Contractors and Subcontractors.

- 4.1. <u>Use of Contractors and Subcontractors</u>. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf.
- 4.2. <u>Contractors to be Licensed</u>. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. <u>Authorized Individuals</u>. Franchisee's contractors and subcontractors may submit individual permit applications to City on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to City. City will accept permit applications under this Agreement submitted and signed by Authorized Individuals and will treat those applications as if they had been submitted by Franchisee under this Agreement.

#### 5. Defense and Indemnity.

- 5.1. <u>Obligations</u>. Franchisee will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Franchisee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the gross negligence or willful misconduct of Franchisee or its contractors arising from this Agreement ("Third Party Legal Proceeding").
- 5.2. Exclusions. Section 5 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.
- 5.3. <u>Conditions</u>. Section 5.1 (Obligations) is conditioned on the following: (a) City making its best efforts to promptly notify Franchisee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Franchisee's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Franchisee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
- 6. <u>Limitation of Liability</u>. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.
- 7. <u>Security Bond</u>. Franchisee will provide City with a performance bond in the amount of [to be determined] as security.

#### 8. <u>Insurance</u>.

8.1. In addition to the bond, the Franchisee shall at all times have in full force and effect a policy of liability insurance in the minimum amount of [to be determined] for the injury or death of any number of persons per occurrence and [to be determined] for property damage per occurrence. Such coverage shall name the City of Willard as

an additional insured, as its interests may appear, for all acts and omissions of Franchisee, its agents and contractors arising out of or in any way connected with the Franchise and its use and occupation of the public right of way. All such policies and certificates of insurance shall be issued by companies authorized to be business in the state of Utah and shall be approved by the City of Willard, prior to the commencement of such use and provide that any such policy shall not be cancelled until thirty (30) days written notice of such cancellation shall have been filed with the City Clerk. Any termination or lapse of such insurance will automatically revoke any permit issued pursuant to this Franchise.

9. Term. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any required implementing ordinance becomes effective in accordance with its terms and state law ("Effective Date"). The Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("Original Term"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive ten (10) year terms (each a "Renewal Term") unless a party provides at least ninety (90) days' prior written notice to the other party of its intent not to renew.

#### 10. Termination.

- 10.1. Termination by City. City may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that City must first provide Franchisee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.
- 10.2. <u>Termination by Franchisee</u>. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.
- 11. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

- 11.1. Notwithstanding the foregoing, Franchisee may at any time, on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:
  - 11.1.1 . to any Affiliate (as defined below) of Franchisee;
  - 11.1.2. to any successor in interest of Franchisee's business operations in City in connection with any merger, acquisition, or similar transaction if Franchisee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or
  - 1 1.1.3. to any purchaser of all or substantially all of Franchisee's Network Facilities in City if Franchisee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.
- 11.2. Following any assignment of this Agreement to an Affiliate, Franchisee will not remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.
- 12. Notice. All notices related to this Agreement will be in writing and sent, if to Franchisee to [insert email address], and if to City, to the City [fill in]. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.
- 13. <u>General Provisions</u>. This Agreement is governed by the laws of the state of Utah. Neither party will be liable for failure or delay in performance to the extent caused by

circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement constitutes the entire agreement between the parties related to this subject matter, and any change to its terms, including, but not limited to, amendments or modifications, must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Franchisee may use electronic signatures.

- 14. <u>Approval.</u> This Agreement shall not be effective until the execution of this Agreement by the City has been approved by resolution of its City Council.
- 15. Non-discrimination. Franchisee will comply (and similarly require compliance by contractors from time to time used or hired to plan, construct or maintain Network Facilities pursuant to this Agreement) with applicable federal, state, and local laws with respect to prohibitions against discrimination on the basis of race, color sex, age, disability, political or religious opinions, affiliations or national origin.
- 16. Reservation of Rights. The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that by execution and performance of this Agreement, neither party shall be deemed to have waived any such rights.
- 17. <u>Severability</u>. If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.

[Signature page follows]

Forged Fiber 37, LLC		
Name:		
Title:		
Email:		
Address: 311 S. Akard Street, 21 <sup>st</sup> Floor		
Dallas, TX 75202		
Date:		
EXECUTED this day of, 2025.		
ATTEST:	CITY OF WILLARD, a Munic	ipal Corporation
	By	Date
Date	Mayor	Date
	APPROVED AS TO FORM:	
	Deputy City Attorney	Date

Signed by authorized representatives of the parties on the dates written below.

#### WILLARD CITY ORDINANCE 2025-10

## AN ORDINANCE AMENDING TITLE 24.92 OF THE WILLARD CITY ZONING CODE TO ESTABLISH OPERATIONAL REQUIREMENTS, PERMIT CONDITIONS, AND FEE AUTHORITY FOR TEMPORARY EXTENDED-STAY USES IN RECREATIONAL VEHICLE PARKS

**WHEREAS**, Willard City desires to regulate extended stays in RV parks to preserve health, safety, and land use compatibility;

**WHEREAS**, the City Council has determined that Temporary Extended-Stay RV Permits are a necessary and lawful tool to monitor long-term recreational vehicle occupancy;

WHEREAS, Utah Code §§?10-9a-510 and 10-1-203 authorize cities to impose land use and permit fees, provided those fees do not exceed the cost of processing the application;

**WHEREAS**, the City Council intends to establish the fee for the Temporary Extended-Stay RV Permit by separate resolution and incorporate it into the City's consolidated fee schedule;

**NOW THEREFORE,** be it ordained by the Council of the Willard City, in the State of Utah, as follows:

**SECTION 1:** <u>AMENDMENT</u> "24.92.030 Location And Use" of the Willard City Zoning Code is hereby *amended* as follows:

#### AMENDMENT

24.92.030 Location And Use

No Recreational Vehicle shall be located, placed, used, or occupied for residential purposes in any district except within approved and licensed Recreational Vehicle Parks and except as otherwise provided herein.

A. Recreational Vehicle Parks shall be generally located:

- A. Adjacent to or in close proximity to a major traffic artery or highway.
- B. Within or adjacent to a mobile home park.
- A. No Space or spaces within a Recreational Vehicle Park shall be rented or leased to any owner of a Recreational Vehicle or one individual Recreational Vehicle for more than twelve (12) consecutive months (365 consecutive days) or more than 365 cumulative days in any 18 month period, except under the following circumstances:

- 1. Recreational Vehicle Parks may reserve one (1) space for every twenty-five (25) spaces in the park for the sole use of park employees who provide on-site maintenance, and operations functions
- 2. Spaces may be used for long-term, temporary housing of transient employee(s) provided the employer provides a letter to the Recreational Vehicle Park stating that the Recreational Vehicle is not being used for permanent housing, explains the circumstances that make the need for longer-term temporary housing necessary, and provide a projected end date for the space lease not to exceed eighteen (18) consecutive months with the option of renewal with a new letter from the employer at the end of the eighteen (18) month period. Long-term use will be limited to one-quarter (1/4) of the spaces available in the Recreational Vehicle Park and application made to the city and fees paid as set by resolution of the Willard City Council.
- 3. For the purpose of this chapter, transient employee(s) shall mean a person in the service of another under any contract of hire, express or implied, oral or written, where the employer has the power or right to control and direct the employee in how the work is to be performed. Employer shall mean one who employs the services of others: one for whom employees work and who pays the employee's wages or salary.
- 4. Recreational Vehicles occupying space in a Recreational Vehicle Park on a longer-term, temporary (over ninety days but not permanent) basis must be owner occupied, have proof of ownership of the recreational vehicle, and must have a current license and registration, and the recreational vehicle must be operable for travel.
- 5. For the purposes of this ordinance, "space or spaces" pertains to the RV park property itself, i.e., no individual owner of an RV, or individual RV itself may occupy the RV park property, regardless of space occupied, longer than these durations. Moving from space to space within a given RV park is still considered cumulative time on the property, i.e., it does not reset the clock.
- B. It shall be unlawful for the owner, operator, and/or property manager of a Recreational Vehicle Park to allow any guest to register under a different name in order to avoid the length of stay requirements as set forth herein. Moreover, an owner, operator, and/or property manager shall not allow any Recreational Vehicle to move to a different Recreational Vehicle Space to avoid the length of stay requirements set forth herein.
- C. Recreational Vehicles shall not be used for living quarters in Willard City or on any city right-of-way, except in properly designated Recreational Vehicle Parks. Except and solely limited to the following circumstances:
  - 1. Temporary use, not to exceed seven (7) days, on an occupied residential lot, by residents or guests of the residents, will be permitted.
- D. Recreational Vehicles which are unoccupied for living space may be stored on a private parcel of land, including an occupied residential lot, provided they do not violate an required setbacks for front, rear, or side yards. Commercial storage of Recreational Vehicles, maintenance operations, reconstruction, or construction

activities are permitted only as provided in Willard City Zoning Ordinances.

- 1. Recreational Vehicles may be towed, displayed, sold, serviced, but not used for living quarters in a sales lot in a commercial or manufacturing district when such use is a permitted or conditional use.
- E. Recreational Vehicles may be accommodated in an approved and licensed mobile home park, provided that
  - 1. The Recreational Vehicle park or campground portion of the mobile home park is separated by barriers, screens, or otherwise from the area of mobile homes.
  - 2. The Recreational Vehicle use area shall have direct access to a collector arterial street; and
  - 3. Separate ingress and egress shall be provided for Recreational Vehicles when required by the Planning Commission.

**SECTION 2:** <u>AMENDMENT</u> "24.92.040 Requirements For Approval" of the Willard City Zoning Code is hereby *amended* as follows:

#### AMENDMENT

#### 24.92.040 Requirements For Approval

Recreational Vehicle Park or campground may not be constructed unless first approved by the Planning Commission upon approval of an RV Park Permit application. Before such approval is given by the Planning Commission the proposed development will:

- A. Be in conformity and maintain the general character of the district within which it is to be located.
- B. Be located on a parcel of land of not less than five (5) acres.
- C. Have at least twenty-five (25) spaces completed and ready for occupancy before first occupancy is permitted, or an approved schedule of financing, construction, and phase completion, and approved security, to assure compliance and completion.
- D. Meet all standards and requirements of 24.92.030 of this chapter and all other requirements of any applicable ordinances, and state and local law.
- E. Meet all requirements and maintain compliance with "Recreational Vehicle Park Sanitation" under Utah Administrative Code R-392-301 et seq.
- F. Obtain written approval of the Local Health Official.
- G. Contain not more than twenty (20) units per acre. The spaces may be clustered, provided that the total number of units does not exceed the number permitted on one (1) acre, multiplied by the number of acres in the development.
- H. An applicant pursuing an RV Park Permit for an RV Park must provide a copy of the tenant contract for City review and that any modifications or updates to the contract be provided to the City.

The Planning Commission shall not approve any application for a Recreational Vehicle Park if the developer cannot provide required water supplies and facilities, waste disposal systems, storm drainage facilities, access or improvements; if the developer cannot assure the Recreational Vehicle Park will be completed within a reasonable time; if the Planning Commission or Willard City Council determines there would be danger of flood, fire or other hazard; or if the proposed Recreational Vehicle Park would be of such character or in such a location that it would:

- A. Create excessive costs for public services and facilities.
- B. Endanger the health or safety of the public.
- C. Unreasonably hurt or destroy the environment.
- D. Cause excessive air or water pollution, or soil erosion; or
- E. Be inconsistent with any adopted general or specific plan of the area in which it is to be placed.

**SECTION 3:** <u>AMENDMENT</u> "24.92.60 Standards" of the Willard City Zoning Code is hereby *amended* as follows:

#### AMENDMENT

#### 24.92.060 Standards

The development of a Recreational Vehicle Park shall conform to the following standards and subject to the approval of the Planning Commission:

- A. The area shall be in one (1) ownership, or if in several ownerships, the application for approval of the development shall be filed jointly by all owners of the property included in the plan.
- B. The plans for a Recreational Vehicle Park shall be prepared by a team of competent professionals in planning, engineering, architecture, and landscape architecture. Determination of qualifications of required professional individuals or firms shall be made by the Planning Commission in consultation with the City Planner.
- C. In all Recreational Vehicle Parks, a strip of land at least fifteen (15') feet wide surrounding the entire park, shall be left unoccupied and shall be planted and maintained in lawn, shrubs, trees, and include an approved wall or fence, designed to afford privacy to the recreational park.
  - 1. This setback shall remain free of structures and be maintained as permanent landscaped open space.
  - 2. Landscaping within the buffer shall include grass, trees, shrubs, and other vegetation in accordance with the City's commercial landscaping standards.

- 3. Fencing, berms, or natural screening may be required at the discretion of the Planning Commission to reduce impacts on adjacent properties.
- D. Storm drainage facilities shall be so constructed as to protect residents of the development as well as adjacent property owners. Such facilities shall be of sufficient capacity to ensure rapid drainage of water in or adjacent to the development to prevent the accumulation of stagnant pools of water in or adjacent to the development.
- E. Not less than ten (10%) percent of the gross land area shall be set aside for the joint use and enjoyment of occupants. The land covered by vehicular roadways, sidewalks, and off-street parking shall not be construed as part of the ten (10%) percent common area required for parks or playgrounds for occupants, provided, however, than in initial stages of development or special smaller developments the minimum area shall be not less than one-half (1/2) acre or ten (10%) percent, whichever is greater.
  - 1. Open space shall not include individual RV spaces, driveways, internal roadways, parking areas, maintenance buildings, or other impervious surfaces.
  - 2. Open space areas shall be usable for passive or active recreation, and may include lawns, trails, picnic areas, playgrounds, natural areas, or other similar amenities.
- F. Yard lighting with a minimum of two-tenths (0.2) foot candles of light shall be required for protective lighting the full length of all driveways and walkways in the recreational park.
- G. All areas that are not covered, contain asphalt or concrete, or built upon, shall be landscaped as approved by the Planning Commission and such landscaping shall be permanently maintained.
- H. All off-street parking spaces and driveways shall be comprised of asphalt or concrete before the adjacent Recreational Vehicle spaces may be occupied.
- I. The roadways shall be designed to accommodate anticipated traffic and built in conformance with the Willard City Public Work Standards.
- J. All recreational vehicle (RV) parks shall provide adequate, on-site solid waste disposal facilities for use by park occupants and guests.
  - 1. Trash containers shall be commercial-grade, animal-proof, and weather-resistant, with securely fitting lids.
  - 2. The number and capacity of containers shall be sufficient to accommodate projected waste volumes based on the number of occupied spaces and service frequency.
  - 3. Trash containers shall be located in convenient, accessible areas for park users, but situated so as to minimize odor, visibility, and noise impacts to adjacent RV spaces and neighboring properties.
  - 4. All trash enclosures must be placed on a concrete or paved pad and have vehicular access for collection trucks.
  - 5. All trash containers shall be housed in screened enclosures constructed of masonry, vinyl, or similar durable material that complements the principal structures in the park.
    - a. Enclosures shall include gated access, maintained in good working

order.

- b. Enclosures shall be landscaped or buffered when adjacent to residential zones or public rights-of-way.
- 6. The RV park owner or operator shall ensure regular emptying of containers to prevent overflow, odor, and litter. Enclosures and containers remain in clean, sanitary, and functional condition at all times.
- K. All open space and landscaping shall be:
  - 1. Privately owned and maintained by the park operator or owner's association, and
  - 2. Subject to a recorded maintenance agreement, ensuring the long-term care and preservation of the designated open space areas.
- L. A launderette for convenience of the park occupants but not for the general public, may be included in the Recreational Vehicle Park.
- M. A solid, site-obscuring perimeter fence shall be installed around the side and rear boundaries of all RV parks.
  - 1. The fence shall be a minimum of six feet (6') in height and constructed of wood, vinyl, masonry, or other durable opaque materials.
  - 2. Chain-link fencing is not permitted unless fitted with full privacy slats approved by the Planning Commission.
  - 3. If the RV park borders a public street, a decorative fence, wall, or landscaped berm at least 3 feet in height shall be installed behind the buffer and the buffer shall be at least 10 feet wide and planted to provide an attractive visual screen.
  - 4. All fences and landscaped buffers shall be maintained in good condition by the RV park owner or operator. Dead or damaged vegetation must be replaced within 30 days. Fences shall be kept free from graffiti, damage, and deterioration.
- N. All RV parks with fire pits shall comply with the applicable local fire authority or district requirements, subject to review and approval as part of park plan submittal.
  - 1. Fire Pit Design & Location must be:
    - a. Constructed of non-combustible material (e.g., stone, concrete, steel).
    - b. At least 18 inches deep and/or enclosed by a non-combustible ring at least 18 inches tall.
    - c. Located no closer than 25 feet to RVs, structures, property lines, or combustible vegetation.
  - 2. Near each fire pit, parks must maintain:
    - a. At least 10 gallons of water in a container or connected to a running water source, and
    - b. A standard shovel (or fire extinguisher rated for Class A fires) positioned within 10 feet of the pit.
  - 3. A responsible adult must attend the fire at all times.
  - 4. Fires are permitted only during Level 0 or Level 1 fire restriction periods (prohibited under higher restrictions).
  - 5. Fires must be completely extinguished ("cold to the touch") before leaving the

area.

- 6. Install clear signage at each fire pit outlining capacity, safety rules, and required suppression equipment.
- 7. Provide guests with fire safety information—e.g., in welcome packets or at check-in.
- 8. Fire pits and associated equipment—including water containers and shovels—must be inspected monthly by park staff. Deficiencies must be corrected within 7 days, or use of the fire pit must be suspended until compliance is restored.

**SECTION 4:** <u>AMENDMENT</u> "24.92.70 Violations, Enforcement And Penalties" of the Willard City Zoning Code is hereby *amended* as follows:

#### AMENDMENT

24.92.080 Violations, Enforcement And Penalties

**SECTION 5:** <u>ADOPTION</u> "24.92.090 RV Park Operational Requirements" of the Willard City Zoning Code is hereby *added* as follows:

#### ADOPTION

24.92.090 RV Park Operational Requirements(Added)

- A. Guest Conduct and Site Use
  - 1. Quiet hours shall be observed between the hours of 10:00 p.m. and 7:00 a.m.
  - 2. A maximum of one recreational vehicle and two personal vehicles shall be allowed per campsite.
  - 3. Use of any campsite or RV for commercial purposes, including home occupations, is prohibited.
  - 4. Public display or discharge of firearms, fireworks, or illegal substances is prohibited within the park.
  - 5. Disorderly conduct, excessive noise, or other disturbances may result in removal from the premises.
- B. Site Maintenance and Appearance
  - 1. All recreational vehicles shall be kept in good operating condition and capable of being moved on demand.
  - 2. No vehicle or RV shall be parked in a manner that overhangs lawn or

- landscape areas or obstructs regular maintenance. A fine may be imposed for each violation.
- 3. No long-term storage of non-camping-related property shall be permitted outside an RV. Unrelated or unsightly personal property must be removed from the assigned site area by 10:00 p.m. nightly.

#### C. Safety and Behavior

- 1. Children under the age of sixteen (16) shall be supervised at all times when using restrooms, showers, laundry facilities, or other common areas.
- 2. The posted speed limit within the park shall not exceed five (5) miles per hour.
- 3. Guests may not perform mechanical repairs, oil changes, or vehicle modifications on-site.
- 4. No alterations to park structures, fences, hookups, or amenities are permitted without written management approval.

#### D. Pet Regulations

- 1. No more than two (2) pets are allowed per campsite.
- 2. All pets must be leashed and attended at all times; free-roaming or unattended animals are prohibited.
- 3. Pet waste must be immediately picked up and properly disposed of. A fine may be issued for noncompliance.
- 4. Any cat found roaming freely may be deemed a stray and subject to removal.

#### E. Enforcement and Management Rights

- 1. Park management may remove guests at any time for violation of park rules or for conduct deemed detrimental to the park or its occupants.
- 2. Guests who fail to vacate the site at the conclusion of their reservation period may be subject to vehicle towing and additional charges at the owner's expense.
- 3. No guest shall acquire tenancy or residential rights by virtue of RV park occupancy. All RV park uses are deemed temporary and transient by nature.
- F. Business License Condition. Compliance with this section shall be a condition of maintaining a valid business license for any recreational vehicle park in Willard City. Repeated or unresolved violations may constitute grounds for license suspension or revocation pursuant to Title 5 of the Willard City Code.

**SECTION 6:** <u>ADOPTION</u> "24.92.100 Calls For Service" of the Willard City Zoning Code is hereby *added* as follows:

#### ADOPTION

24.92.100 Calls For Service(Added)

- A. Calls for service for each Recreation Vehicle Park shall be compiled by the city's Police Department for a 12-month period concurrent with the Recreation Vehicle Park's business license.
- B. The city's Police Department shall be responsible to maintain a record of the annual calls for service for each Recreational Vehicle Park. An owner may request, in writing, a copy of his, her or their respective calls for service at the end of each license term and shall be provided the same within 30 days of said request. Upon notification of the number of calls for service a Recreation Vehicle Park has received per unit for the licensing period, a Recreations Vehicle Park shall have a period of 90 days to comply with the requirements of their tier level necessary to maintain, receive and renew their business licence.

**SECTION 7:** <u>ADOPTION</u> "24.92.110 Annual Calls For Service" of the Willard City Zoning Code is hereby *added* as follows:

#### ADOPTION

#### 24.92.110 Annual Calls For Service(Added)

- A. Equal to or greater than one call, but less than one and one-half per unit. Recreational Vehicle parks whose annual calls for service that are equal to or greater than one call for service per unit are required to meet the following additional conditions designed to deter crime to obtain a business license to operate in the city.
  - 1. Every Recreational Vehicle park facility operator, and the clerk at the time of registration, must obtain and record the full names; dates of birth, of all unit occupants over the age of 18; and the make, model and license number of the vehicle being used by every unit occupant. Names and addresses of all unit occupants over the age of 18 must be verified by obtaining a copy of a valid driver's license, passport or other form of government-approved picture identification. The records required by this section shall be kept available for a period of not less than one year for inspection by any police or code enforcement officer with a valid administrative subpoena and/or search warrant.
  - 2. At the request of the Recreational Vehicle Park, and in cooperation with the Recreational Vehicle Park management, the city's Police Department will provide training for the Recreational Vehicle Park staff regarding the recognition of criminal behavior.
  - 3. At the request of the Recreational Vehicle Park, the city's Police Department will keep the Recreational Vehicle Park management apprised of criminal activity that occurs on the property.
- B. Equal to or greater than one and one-half calls, but less than two per unit. All

Recreational Vehicle Park whose annual calls for service are greater than or equal to one and one-half calls for service per unit, but less than two calls for service per unit are required to meet the following additional conditions designed to deter crime to obtain a business license the city:

- 1. Conform to the requirements set forth in division (A) above; and
- 2. Install and operate surveillance cameras (with recorder) in the areas open to the public on the premises, including any parking lot. Such surveillance cameras should be functional 24 hours a day, seven days a week.
- C. Equal to or greater than two calls per unit. All Recreational Vehicle Park whose annual calls for service who are equal to or greater than two calls per unit are required to meet the following additional conditions designed to deter crime to obtain a business license to operate in the city:
  - 1. Conform to the requirements set forth in divisions (A) and (B) above;
  - 2. Hold semi-annual crime prevention employee training sessions, assisted by the city's Police Department;
  - 3. Provide 24-hour front desk personnel;
  - 4. Enforce the following guest rules:
    - a. No unit may be used for drunkenness, fighting, excessive noise or breaches of the peace. Excessive noises are those noises that disturb the tranquility of the neighborhood or that would be disturbing to a reasonable person; and
    - b. Alcohol may not be consumed in common areas, except for designated banquet or reception rooms or area.
  - 5. Issue parking passes to all vehicles allowed to park on the premises with each pass marked with the issue date and expiration date;
  - 6. Remove all graffiti and repair all vandalism within seven days of the occurrence:
  - 7. Permit a semi-annual inspection by a city officials to ensure that Recreational Vehicle Park is maintained according to the Uniform Health Code and Uniform Fire Code:
  - 8. Ensuring that all common areas, including parking lots, are illuminated;
  - 9. Submit to scheduled semi-annual audits by the city's Police Department to verify compliance with the above-referenced requirements.

**SECTION 8:** <u>ADOPTION</u> "24.92.120 Temporary RV Use In Agricultural Zone" of the Willard City Zoning Code is hereby *added* as follows:

#### ADOPTION

24.92.120 Temporary RV Use In Agricultural Zone(Added)

A. Purpose: To regulate the temporary use of recreational vehicles (RVs) on agricultural properties, ensuring compliance with health, safety, and environmental standards while supporting agricultural operations.

#### B. Permit Requirements

- 1. Property owners must obtain a temporary RV use permit from the Willard City Planner.
- 2. The permit must specify the duration of RV use, not to exceed eighteen (18) months.
- 3. Permits are renewable upon inspection and approval by Willard City Public Works Department

#### C. Waste Disposal

- 1. RVs must utilize an approved waste disposal system that complies with the Utah Administrative Code R315-301 through R315-311, which outlines standards for solid waste management, including facility design, operation, and closure.
- 2. All sewage and greywater must be disposed of in accordance with Utah Code Title 19, Chapter 6, which governs waste management and radiation control.
- 3. Property owners must provide documentation of compliance with these standards, including proof of connection to an approved sewage disposal system or access to a licensed waste disposal service.
- 4. RVs must not discharge waste directly onto the ground or into unauthorized systems, as prohibited by state law.
- D. Water and utilities. RVs must have access to a potable water source and meet fire safety standards as specified by local regulations.

#### E. Zoning Standards:

- 1. RV use under this ordinance is limited to properties located within designated agricultural zones.
- 2. The property must consist of a minimum of 25 contiguous acres of farmland actively used for agricultural purposes.
- 3. RVs must be placed at least Thirty (30) Feet from property boundaries and 30 feet from existing structures to maintain safety and privacy.
- F. Occupancy. RV's may only be occupied by individuals directly engaged in the property's agricultural activities. The maximum occupancy per RV shall not exceed 2 persons.
- G. Willard City reserves the right to inspect RVs to ensure the compliance with this ordinance. Violations may result in fines, revocation of permits, and other penalties as deemed necessary.

	<u>REPEALEI</u>	R CLAUSE A	ll ordinances or rea	solutions or parts
thereof, which are in conf	lict herewith, are	hereby repealed	1.	
SECTION 10: this Ordinance be declare not affect the validity of the declared to be unconstituted.	d by the courts to ne Ordinances a w	be unconstitution	onal or invalid, suc	
SECTION 11: effect from and				be in full force and ing to law.
substantive corrections to errors in this ordinance, prany provision. The Willar administrative procedures to implement the provision Extended-Stay Permits and parks.  PASSED AND ADOPTI	formatting, numb rovided that such d City Planner is to , application form ns of this ordinand d enforcement of	ering, punctuati corrections do n further authorize s, checklists, or ce, including the operational req	not affect the intened to develop and interpretive guidate processing of Tequirements for recreasing of the contract of the co	ypographical t or meaning of publish nce as necessary mporary
	AYE	NAY	ABSENT	ABSTAIN
Jacob Bodily	AIL	NAI	ADSENT	ADSTAIN
Rod Mund				
Mike Braegger				
Mike Braegger Rex Christensen		Atte	est	

# MEMORANDUM

Ja Rul

TO: Willard City Mayor and City Council

FROM: Zac Burk, P.E.

Willard City Engineering

RE: Award Recommendation - 600 South Improvements Project

Date: September 16<sup>th</sup>, 2025

On September 16<sup>th</sup> at 10:00 a.m. bids were opened for the 600 South Improvements Project. Seventeen bids were received and read publicly. The results of the bidding are shown on the enclosed Bid Tabulation. We have checked the bids and highlighted any discrepancies. Actual unit prices were shown and are what must be used to correct the bid totals.

We have reviewed all bid prices and considered each contractor when evaluating the three lowest bids. Ridge Rock, Braegger & Sons, and Next Construction. Jones and Associates have worked with these contractors. Based on our review of qualifications, schedule, and prices of the lowest bidding contractor, we recommend awarding the project contract to Ridge Rock, with their bid of \$333,180.50. This bid amount will keep the City under the budgeted project amount with left over funds to handle any contingency items that may come up on the project.

The purpose of this project is to help with the surface storm water flows on 600 South right off of HWY 89. This project will also tie-into the HWY 89 rebuild project. The roadway will be widened and constructed to meet our city standard width. With new curb and gutter and asphalt. This project will also include the upgrade of an existing water pressure reducing valve station by adding a new city standard vault and valve. Drive approaches will be added to the residential lots that border the project. Ridge Rock would like to start this project in the Spring of 2026 to avoid the potential of cold weather paving.

If the Council agrees with this recommendation, please pass a motion accepting the bid and awarding the project contract to Ridge Rock with their respective bid. We will provide the Notice of Award and Contract Agreement for the City and Contractor to sign. In addition to these documents, the contractor is also responsible for submitting Performance and Payment Bonds, and Insurance Certificates within 10 days following Notice of Award.

When these documents have been received, we will schedule a Preconstruction Conference. At this conference we will issue a Notice to Proceed and discuss the construction details with the contractor prior to beginning the work. If you have any questions, please let us know.

# **BID TABULATION**

# Willard City 600 South Improvements Project Bid Opening: September 16, 2025

						ı			ŀ		ı	Ì	ı	ı	ı	
			ENGINEER'S ESTIMATE	ESTIN	ЛАТЕ		Ridge Rock	Rock		Braegger & Sons	& Son	SI	_	Next Construction	ructior	_
Item Description	Qty Unit	-	Unit Price		Total	5	Unit Price	Total		Unit Price	۲	Total	Unit	Unit Price	Total	tal
1 Mobilization	1 ls	↔	20,000.00	\$ 2	20,000.00	↔	5,000.00	\$ 5,000.00	Ş	1,500.00	\$	1,500.00	\$ 29,	29,766.00 \$	, 29,	29,766.00
2 UPDES Storm Water Regulations (Over One Acre)	1 ls	↔	6,500.00	ς.	6,500.00	ς.	7,300.00	\$ 7,300.00	Ş	4,500.00	· •>	4,500.00	\$	8,210.00 \$	%	8,210.00
3 Traffic Control	1 ls	⊹	8,500.00	Ş	8,500.00	❖	10,500.00	\$ 10,500.00	Ş	6,500.00	ς,	00.005,9	\$ 15,	15,000.00 \$	, 15,	15,000.00
4 Roadway Excavation (750 cy net cut)	1 ls	↔	5,000.00	ς.	5,000.00	ς.	39.50	\$ 39.50	Ş	8,300.00	ς.	8,300.00	\$ 15,	15,750.00 \$	, 15,	15,750.00
5 Plug Existing 15" RCP Pipe	1 ea	⊹	1,300.00	Ş	1,300.00	❖	1,100.00	\$ 1,100.00	Ş	900.00	ς,	900.00	ς.	780.00		780.00
6 Remove Existing Storm Drain Box	1 ea	↔	1,200.00	ς.	1,200.00	ς.	825.00	\$ 825.00	Ş	2,500.00	٠. ج	2,500.00	-γ-	850.00		850.00
7 Remove Existing 6" Waterline	50 If	↔	25.00	ş	1,250.00	Ŷ	23.00	\$ 1,150.00	Ş	90.00	÷	4,500.00	γ.	45.00 \$	, 2,	2,250.00
8 Remove Existing PRV & Valve Assembly	1 Is	↔	10,200.00	\$ 1	10,200.00	Ŷ	1,350.00	\$ 1,350.00	Ş	8,500.00	\$	8,500.00	\$ 4	4,800.00	, 4	4,800.00
9 Sawcut Asphalt	110 lf	↔	3.00	φ.	330.00	s	0.95	\$ 104.50	Ş	7.00	Ş	770.00	\$	4.00		440.00
10 Remove Asphalt	2,600 sy	⋄	2.50	\$	6,500.00	ς.	2.95	\$ 7,670.00	Ş	00.9	\$ 1	2,600.00	\$	5.45	14,	14,170.00
11 Subgrade Soft Spot Repair	170 cy	⊹	40.00	\$	6,800.00	ς,	40.50	\$ 6,885.00	Ş	55.00		9,350.00	\$	55.80	,6	9,486.00
12 Remove Concrete Flatwork	3,200 sf	⋄	3.00	\$	9,600.00	ς.	0.82	\$ 2,624.00	Ş	2.50	\$	8,000.00	\$	0.80	, 2,	2,560.00
13 Relocate Existing Sign	2 ea	⊹	110.00	\$	220.00	Ŷ	225.00	\$ 450.00	Ş	250.00	Ş	200.00	\$	400.00		800.00
14 Relocate Mailbox	10 ea	⋄	200.00	\$	2,000.00	ς.	185.00	\$ 1,850.00	Ş	200.00	\$	2,000.00	\$	200.002	, 2,	2,000.00
15 Remove Tree (36")	1 ea	↔	5,000.00	ς.	5,000.00	ς.	1,450.00	\$ 1,450.00	Ş	3,500.00	٠. ج	3,500.00	\$ 4	4,860.00 \$	4,	4,860.00
16 Remove Tree (Smaller than 36")	2 ea	⊹	2,000.00	\$	4,000.00	ς,	1,100.00	\$ 2,200.00	Ş	3,500.00	· \$	7,000.00	\$ 1,	1,200.00 \$	, 2,	2,400.00
17 Clear and Grub Road Shoulder	1 ls	↔	2,500.00	ς.	2,500.00	ς.	6,000.00	\$ 6,000.00	Ş	6,500.00		6,500.00	\$ 14,	14,650.00 \$	14,	14,650.00
18 Pre-Lower Valve Box	2 ea	⊹	450.00	Ş	900.00	❖	325.00	\$ 650.00	Ş	200.00	ς,	400.00	ς.	450.00 \$		900.006
19 Pre-Lower Manhole	5 ea	⊹	450.00	\$	2,250.00	ς,	425.00	\$ 2,125.00	Ş	200.00		2,500.00	-γ-	450.00 \$	, 2,	2,250.00
20 Raise Valve Box to New Grade with Concrete Collar	2 ea	❖	500.00	\$	1,000.00	❖	825.00	\$ 1,650.00	Ş	450.00	\$	900.00	-γ-	450.00 \$		900.006
21 Raise Manhole to New Grade with Concrete Collar	5 ea	⋄	700.00	\$	3,500.00	ς.	00.066	\$ 4,950.00	Ş	550.00	\$	2,750.00	\$	00.009	3,	3,000.00
22 Untreated Base Course (UTBC)	1,100 ton	❖	25.00	\$ 2	27,500.00	❖	2.20	\$ 2,420.00	Ş	19.00	\$ 2	20,900.00	-γ-	23.80	, 26,	26,180.00
23 HMA Pavement (3" Thick)	625 ton	⊹	100.00	9 \$	52,500.00	ς.	105.00	\$ 65,625.00	Ş	110.00	9 \$	58,750.00	-ζ-	89.66	, 62,	52,300.00
24 New 15" Class III RCP Pipe	90 If	❖	115.00	\$	6,900.00	❖	55.00	\$ 3,300.00	Ş	47.00	ς.	2,820.00	-γ-	80.00	4,	4,800.00
25 New Double Catch Basin	2 ea	⊹	7,800.00	\$ 1	15,600.00	ς.	5,565.00	\$ 11,130.00	Ş	6,200.00	\$ 1.	12,400.00	\$ 6	6,590.00	13,	13,180.00
26 6" Concrete Flat Work	5,450 sf	↔	17.00	\$	92,650.00	ς.	6.85	\$ 37,332.50	Ş	9.50	\$ 5	51,775.00	-γ-	6.25	34,	34,062.50
27 30" Curb and Gutter	1,710 If	⊹	32.00	\$	54,720.00	ς.	32.00	\$ 54,720.00	Ş	29.00	\$	49,590.00	-ζ-	25.00	, 42,	42,750.00
28 Surface Restoration - Landscaping	1 ls	⊹	8,500.00	\$	8,500.00	ς,	00.096'9	\$ 6,960.00	Ş	7,500.00	· •	7,500.00	\$ 24,	24,500.00	, 24,	24,500.00
29 Relocate Water Meter	3 ea	❖	3,500.00	\$ 1	.0,500.00	❖	2,100.00	\$ 6,300.00	Ş	2,300.00	\$	00.006,9	-γ-	650.00	1,	1,950.00
30 Water Line Connection Assembly	1 ls	⋄	15,000.00	\$ 1	5,000.00	❖	3,200.00	\$ 3,200.00	Ş	6,482.00		6,482.00	\$ 10	10,025.00	, 10,	10,025.00
31 New 8" C900 DR-18 Water Line	35 If	↔	165.00	\$	5,775.00	❖	72.00	\$ 2,520.00	Ş	00.09	ς.	2,100.00	φ.	95.00	3,	3,325.00
32 New 8" PRV Station	1 ea	↔	80,000.00	∞	80,000.00	⋄	71,000.00	\$ 71,000.00	Ş	89,000.00	\$	00.000,68	\$ 82,	82,381.00 \$	82,	82,381.00
33 Connect to UDOT Storm Drain Box	1 ea	φ.	3,500.00	\$	3,500.00	\$	2,800.00	\$ 2,800.00	Ş	6,500.00	\$	6,500.00	\$ 3,	3,260.00 \$	3,	3,260.00
	TOTAL BASE BID	₩.		481	481,695.00	٠ς.		333,180.50	\$		424	424,687.00	\$		444,5	444,535.50

Actual Unit pirce affected read bid total



	LeGrand Johnson	Johnson		Post Asphalt	ంద	Construction		Marsh Construction	stru	ction	٨	Asphalt Construction & Ex	ruction	on & Ex.	Sta	Staker & Parson Co	son Co.		Alpine Excavating	Ехса	ating
	Unit Price	Total	<u>-a</u>	Unit Price	a)	Total	2	Unit Price		Total	2	Unit Price		Total	Unit Price	ice	Total		Unit Price		Total
↔	56,300.00	\$ 56,3	56,300.00	\$ 20,000.00	\$ 00.	20,000.00	÷	25,000.00	❖	25,000.00	ş	12,127.00	Ş	12,127.00 \$		\$ 00.005,98	36,500.00	_	\$ 50,000.00	<i>ې</i>	50,000.00
↔	4,996.00	\$ 4,9	4,996.00	\$ 7,000.00	\$ 00.	7,000.00	s	8,000.00	ς,	8,000.00	ς,	6,352.50	Ş	6,352.50 \$	5,21	5,200.00 \$	5,200.00	8.	\$ 5,000.00	<u>ۍ</u>	5,000.00
↔	4,326.00	\$ 4,3	4,326.00	\$ 1,500.00	\$ 00.	1,500.00	s	5,000.00	❖	5,000.00	❖	6,352.50	Ş.	6,352.50 \$	5,51	5,500.00 \$	5,500.00	8.	\$ 16,120.00	\$	16,120.00
⊹	22,000.00	\$ 22,0	22,000.00	\$ 16,000.00	.00 \$	16,000.00	s	15,962.00	S-	15,962.00	S-	13,860.00	Ş	13,860.00 \$	\$ 22,00	\$ 00.000,22	22,000.00	8.	\$ 11,350.00	Ş	11,350.00
٠	2,168.00	\$ 2,1	2,168.00	\$ 800.00	\$ 00.	800.00	٠	200.00	Ş	200.00	Ş	1,155.00	٠.	1,155.00 \$	6	950.00 \$	950.00	8.	\$ 1,500.00	<u>ۍ</u>	1,500.00
↔	787.00	\$ 7	787.00	\$ 1,500.00	\$ 00.	1,500.00	s	1,800.00	ς,	1,800.00	ς,	577.50	Ş	\$77.50	£.	316.00 \$	316.00	8.	\$ 1,200.00	<u>ۍ</u>	1,200.00
⊹	00.66	\$ 4,9	4,950.00	\$ 65.00	\$ 00.	3,250.00	٠	30.00	Ş	1,500.00	Ş	17.33	٠.	866.50 \$		51.60 \$	2,580.00	8.	\$ 105.00	<u>ۍ</u>	5,250.00
❖	2,676.00	\$ 2,6	2,676.00	\$ 5,500.00	\$ 00.	5,500.00	s	5,000.00	s	5,000.00	s	2,310.00	Ş	2,310.00 \$	3, 2,2.	215.00 \$	2,215.00	8.	\$ 5,000.00	<u>٠</u>	5,000.00
⊹	2.00	\$ 2	220.00	\$ 5.	5.00 \$	550.00	٠	2.00	\$	550.00	\$	6.35	Ş	\$ 05.869	10	6.00 \$	00.099	8.	\$ 4.55	δ.	500.50
⊹	5.65	\$ 14,6	14,690.00	\$ 3.	3.00 \$	7,800.00	s	6.87	\$-	17,862.00	\$-	2.89	Ş	7,514.00 \$		4.40 \$	11,440.00	8.	\$ 7.00	Ş	18,200.00
⊹	00.09	\$ 10,2	10,200.00	\$ 75.	75.00 \$	12,750.00	٠	70.00	Ş	11,900.00	Ş	75.08	٠.	12,763.60 \$	٠,	97.00 \$	16,490.00	8.	\$ 125.00	<u>ۍ</u>	21,250.00
Ŷ	1.00	\$ 3,2	3,200.00	\$ 1.	1.25 \$	4,000.00	٠	2.00	·S-	6,400.00	₹.	5.20	Ş	16,640.00 \$	,,	1.69 \$	5,408.00	8.	\$ 2.50	\$	8,000.00
↔	455.00	\$	910.00	\$ 300.00	\$ 00.	900.00	s	200.00	s	1,000.00	❖	635.25	s,	1,270.50 \$	\$ 4	480.00 \$	00.096	8.	\$ 750.00	<u>۸</u>	1,500.00
↔	900.00	o'6 \$	9,000.00	\$ 400.00	\$ 00.	4,000.00	s	200.00	s	5,000.00	s	981.75	Ş	9,817.50	, 1,0	1,032.10 \$	10,321.00	8.	\$ 550.00	<u>٠</u>	5,500.00
⋄	1,489.00	\$ 1,4	1,489.00	\$ 2,500.00	\$ 00.	2,500.00	٠	5,500.00	s	5,500.00	s	2,079.00	٠.	2,079.00	3,4	3,430.00 \$	3,430.00	8.	\$ 1,200.00	<u>ۍ</u>	1,200.00
<b>⊹</b>		\$		\$ 2,000.00	\$ 00.	4,000.00	٠	2,500.00	Ş	5,000.00	Ş	981.75	٠.	1,963.50 \$	, 1,1	1,185.00 \$	2,370.00	8.	\$ 350.00	<u>ۍ</u>	700.00
↔	1,751.00	\$ 1,7	1,751.00	\$ 10,000.00	\$ 00.	10,000.00	s	5,000.00	ς,	5,000.00	ς,	6,352.50	Ş	6,352.50 \$	; 10,0	\$ 00.050,01	10,050.00	8.	\$ 12,500.00	<u>ۍ</u>	12,500.00
Ş	458.00	\$	916.00	\$ 350.00	\$ 00.	700.00	Ş	400.00	S-	800.00	S-	340.73	\$	681.46	. 4	470.00 \$	940.00	8.	\$ 1,100.00	\$	2,200.00
⋄	489.00	\$ 2,4	2,445.00	\$ 350.00	.00 \$	1,750.00	٠	400.00	↔	2,000.00	s	404.25	\$	2,021.25 \$	\$ 51	500.000	2,500.00	8.	\$ 650.00	φ.	3,250.00
Ş	912.00	\$ 1,8	1,824.00	\$ 600.000	\$ 00.	1,200.00	Ş	700.00	S-	1,400.00	S-	86.909	\$	1,212.76	.6	932.00 \$	1,864.00	8.	\$ 1,150.00	\$	2,300.00
⋄	633.00	\$ 3,1	3,165.00	\$ 700.00	\$ 00.	3,500.00	ş	775.00	\$	3,875.00	\$	802.73	Ş	4,013.65 \$	; 6	\$ 00.059	3,250.00	8.	\$ 500.00	\$	2,500.00
Ş	30.00	33,0	33,000.00	\$ 22.00	\$ 00.	24,200.00	Ş	34.18	S-	37,598.00	S-	32.34	\$	35,574.00 \$		36.00 \$	39,600.00	8.	\$ 18.00	\$	19,800.00
Ş	89.00	\$ 55,6	55,625.00	\$ 103.00	.00 \$	64,375.00	Ŷ	113.30	s	70,812.50	₹	102.01	\$	63,756.25 \$		94.00 \$	58,750.00	8.	\$ 107.00	<u>ۍ</u>	66,875.00
↔	88.00	\$ 5,2	5,280.00	\$ 95.00	\$ 00.	5,700.00	⋄	100.00	s	6,000.00	❖	173.25	ς.	10,395.00	; 10	107.00 \$	6,420.00		\$ 80.00	<u>ۍ</u>	4,800.00
↔	4,931.00	8'6 \$	9,862.00	\$ 7,000.00	.00 \$	14,000.00	Ŷ	7,200.00	s	14,400.00	s	5,197.50	\$	10,395.00 \$	m	,123.00 \$	6,246.00		\$ 4,500.00	\$	9,000.00
↔	12.00	\$ 65,4	65,400.00	\$ 11.00	.00 \$	59,950.00	٠	8.00	s	43,600.00	-γ-	12.71	\$	\$ 05.692,69		11.58 \$	63,111.00		\$ 12.50	φ.	68,125.00
↔	30.00	\$ 51,3	51,300.00	\$ 38.00	.00 \$	64,980.00	Ŷ	24.00	s	41,040.00	\$	38.12	\$	65,185.20 \$	40	32.00 \$	54,720.00	8.	\$ 39.00	\$	66,690.00
↔	2,900.00	\$ 2,5	2,900.00	\$ 10,000.00	.00 \$	10,000.00	٠	5,000.00	.v-	5,000.00	↔	28,875.00	\$	28,875.00 \$	, 2,6	\$ 00.089	2,630.00	8.	\$ 9,500.00	φ.	9,500.00
↔	2,798.00	\$ 8,5	8,394.00	\$ 2,100.00	\$ 00.	6,300.00	٠	2,000.00	.v-	6,000.00	.v-	635.25	\$	1,905.75 \$	; Y	200.907	2,118.00	8.	\$ 1,800.00	Ş	5,400.00
٠	10,327.00	\$ 10,3	10,327.00	\$ 16,000.00	\$ 00.	16,000.00	٠	15,000.00	V-	15,000.00	V-	7,507.50	ς.	\$ 05.702,7	5 6,7	6,751.00 \$	6,751.00	8.	\$ 6,500.00	<u>٠</u>	6,500.00
↔	168.00	3′5 \$	5,880.00	\$ 95.00	\$ 00.	3,325.00	⊹	200.00	ς.	7,000.00	ς.	179.03	❖	6,266.05 \$	ίζ	\$ 09.785	20,566.00	8.	\$ 540.00	<u>ۍ</u>	18,900.00
↔	63,254.00	\$ 63,2	53,254.00	\$ 97,000.00	.00 \$	97,000.00	s	100,000,001	.,	100,000,001	.,	120,120.10	\$ 1	20,120.10 \$	7	40,000,000 \$	140,000.00		\$ 105,000.00	φ.	105,000.00
❖	2,050.00	\$ 2,0	2,050.00	\$ 3,100.00	\$ 00.	3,100.00	↔	6,500.00	❖	6,500.00	❖	2,310.00	❖	2,310.00 \$	, 1,5	1,500.00 \$	1,500.00	00:	\$ 1,800.00	<u>ۍ</u>	1,800.00
₩.		461,285.00	85.00	ν.		477,830.00	\$		4	481,999.50	٠,		53	532,188.57	10		547,356.00	00	\$		557,410.50



ark	Total	73,780.00	17,830.00	40,880.00	23,910.00	1,100.00	1,295.00	650.00	2,385.00	550.00	28,600.00	13,005.00	3,520.00	848.00	6,780.00	3,935.00	2,720.00	5,160.00	3,180.00	8,925.00	2,180.00	5,450.00	44,000.00	67,500.00	6,000.00	11,040.00	49,050.00	69,255.00	55,470.00	6,285.00	14,530.00		2,117.50
Landmark	Unit Price	\$ 73,780.00	\$ 17,830.00 \$	\$ 40,880.00	\$ 23,910.00 \$	3 1,100.00 \$	\$ 1,295.00	3.00 \$	\$ 2,385.00 \$	\$ 5.00	\$ 11.00 \$	\$ 76.50 \$	3 1.10	\$ 424.00 \$	\$ 678.00	\$ 3,935.00	3 1,360.00 \$	\$ 5,160.00 \$	\$ 1,590.00	3 1,785.00 \$	\$ 1,090.00 \$	\$ 1,090.00 \$	\$ 40.00 \$	\$ 108.00 \$	\$ 100.00	\$ 5,520.00 \$	\$ 00.6 \$	\$ 40.50 \$	\$ 55,470.00 \$	\$ 2,095.00	3 14,530.00	-	\$ 05.09
9	Total	40,000.00	7,000.00	12,000.00	37,500.00	310.00	450.00	2,095.00	10,000.00	385.00	10,660.00	17,000.00	1,440.00	820.00	7,200.00	1,930.00	1,990.00	13,350.00	580.00	2,050.00	1,400.00	4,225.00	36,520.00	78,187.50	9,180.00	16,290.00	60,495.00	59,508.00	5,840.00	11,730.00	8,450.00	22 800 00 6	, 22,000,00
Geneva	Unit Price	40,000,00	7,000.00 \$	12,000.00 \$	37,500.00 \$	310.00 \$	450.00 \$	41.90 \$	10,000.00	3.50 \$	4.10 \$	100.00	0.45	410.00 \$	720.00 \$	1,930.00 \$	\$ 00.366	13,350.00 \$	290.00	410.00 \$	700.00	845.00 \$	33.20 \$	125.10 \$	153.00 \$	8,145.00 \$	11.10 \$	34.80 \$	5,840.00 \$	3,910.00 \$	8,450.00 \$	20008	7 70.000
ground	Total	51,050.00 \$	19,700.00 \$	13,250.00 \$	8,600.00	1,150.00 \$	1,290.00 \$	910.00 \$	3,850.00 \$	341.00 \$	16,432.00 \$	5,030.30 \$	17,440.00 \$	\$00.00	3,500.00 \$	2,135.00 \$	3,270.00 \$	11,900.00 \$	700.00	2,250.00 \$	930.00 \$	3,275.00 \$	25,366.00 \$	98,437.50 \$	5,081.40 \$	12,504.00 \$	62,239.00 \$	\$ 09.656,67	18,050.00 \$	3,207.00 \$	7,426.00 \$	13 474 30 \$	TO'+ /+'OT
Allied Underground	Unit Price	\$1,050.00 \$	19,700.00	13,250.00 \$	8,600.00	1,150.00 \$	1,290.00 \$	18.20 \$	3,850.00 \$	3.10 \$	6.32 \$	\$   \$	5.45 \$	250.00 \$	350.00 \$	2,135.00 \$	1,635.00 \$	11,900.00 \$	350.00 \$	450.00 \$	465.00 \$	\$ 00.559	23.06 \$	157.50 \$	84.69 \$	6,252.00 \$	11.42 \$	46.76 \$	18,050.00 \$	1,069.00 \$	7,426.00 \$	384 98	9
ng		\$ 00	\$ 00	\$ 00	\$	\$ 00	\$ 00	50 \$	\$ 00	\$ 00	\$ 00	\$ 20	\$ 00	\$	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	00 \$	-
I Contracti	Total	\$ 25,750.00	12,185.00	33,600.00	36,000.00	3 775.00	300.00	3 1,292.50	3,600.00	572.00	3 12,220.00	3 14,832.50	9,560.00	\$ 560.00	3 1,120.00	6,225.00	6,220.00	8,165.00	\$ 890.00	3,225.00	3 1,590.00	3,975.00	37,400.00	\$ 68,750.00	8,520.00	3 16,020.00	\$ 261,600.00	\$ 58,140.00	3 10,000.00	3 16,500.00	8,650.00	320.00	
Forefront General Contracting	Unit Price	25,750.00	12,185.00 \$	33,600.00	36,000.00	775.00	1,300.00	25.85	7,600.00	5.20	4.70	87.25	2.05	280.00	112.00	6,225.00	3,110.00	8,165.00	445.00	445.00	\$ 00.267	795.00	34.00	110.00	142.00	8,010.00	48.00	34.00	10,000.00	5,500.00	8,650.00	552.00	
	Total	46,266.00 \$	4,566.00 \$	7,688.00 \$	34,875.00 \$	861.00 \$	623.00 \$	2,100.00 \$	489.00 \$	440.00 \$	12,558.00 \$	12,982.90	2,592.00	650.00 \$	2,890.00	2,786.00 \$	2,712.00 \$	8,169.00 \$	778.00 \$	2,445.00 \$	1,500.00 \$	6,250.00 \$	17,600.00 \$	72,687.50 \$	4,609.20	12,086.00 \$	65,672.50 \$	97,470.00 \$	16,322.00 \$	3,951.00	11,635.00 \$	3.010.00	
3XL	Unit Price	46,266.00 \$	4,566.00 \$	7,688.00 \$	34,875.00 \$	861.00 \$	623.00 \$	42.00 \$	\$ 489.00 \$	4.00 \$	4.83 \$	76.37 \$	0.81	325.00 \$	\$ 00.682	2,786.00 \$	1,356.00 \$	8,169.00 \$	389.00 \$	489.00 \$	750.00 \$	1,250.00 \$	16.00 \$	116.30 \$	76.82	6,043.00 \$	12.05 \$	57.00 \$	16,322.00 \$	1,317.00 \$	11,635.00 \$	86.00	
		\$ 00	\$ 00	\$	ۍ 0	\$	\$	\$	\$	\$	\$	\$	\$	\$ 00	\$	\$	\$	\$	\$	\$ 0	\$	\$	\$ 0	\$ 0	\$	\$	\$ 0	\$	\$	\$	\$ 0	Ş O	-
truction	Total	35,000.00	5,500.00	3,850.00	26,000.00	1,050.00	825.00	500.00	1,250.00	550.00	16,900.00	12,750.00	4,800.00	1,650.00	6,750.00	5,500.00	2,700.00	31,500.00	350.00	1,750.00	850.00	2,375.00	33,000.00	75,000.00	9,300.00	10,800.00	7	75,240.00		16,500.00	12,000.00	10,500.00	
nsı		\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 0s	\$ 00	\$ 09	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	\$ 00	_
<u>ŏ</u>		<u>ن</u>	0.0	0.0	0.0	50.0	825.00	10.00	1,250.00	5.00	6.50	75.00	1.50	825.00	675.00	5,500.00	1,350.00	31,500.00	175.00	350.00	425.00	475.00	30.00	120.00	155.00	5,400.00	9.00	44.00	3,850.00	5,500.00	12,000.00	300.00	
Bowen Construction	Unit Price	35,000.00	5,500.00	3,850.00	26,000.00	1,050.00	00		1,2					ω	w w	5,5	Ĺ	31,								,,			w,	5,	12,(	,	

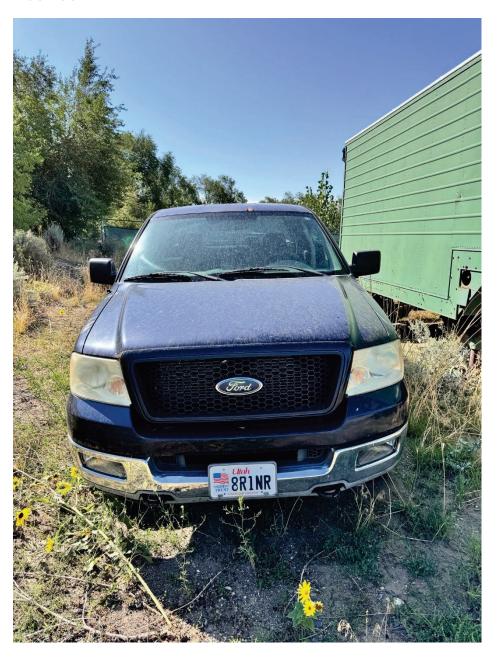


	Leon Poulsen	no	sen		ā	E	
	Unit Price		Total		Unit Price		Total
⊹	68,250.00	❖	68,250.00	⊹	25,750.00	↔	25,750.00
↔	2,000.00	Ş	2,000.00	↔	12,185.00	↔	12,185.00
Ŷ	14,500.00	❖	14,500.00	⊹	33,600.00	ş	33,600.00
↔	29,500.00	Ş	29,500.00	↔	36,000.00	↔	36,000.00
⊹	650.00	⋄	650.00	⋄	775.00	❖	775.00
⊹	1,600.00	⋄	1,600.00	⋄	1,300.00	⊹	1,300.00
⊹	22.00	⋄	1,100.00	⋄	25.85	❖	1,292.50
Ŷ	9,500.00	❖	9,500.00	⋄	7,600.00	❖	7,600.00
⊹	5.00	⋄	550.00	⋄	5.20	❖	572.00
⊹	7.00	Ŷ	18,200.00	Ŷ	4.70	⊹	12,220.00
⊹	105.00	❖	17,850.00	⋄	87.25	⊹	14,832.50
↔	2.55	❖	8,160.00	Ŷ	2.05	ş	6,560.00
⊹	450.00	↔	900.00	↔	280.00	⊹	560.00
⊹	500.00	❖	5,000.00	Ŷ	112.00	ş	1,120.00
Ŷ	3,000.00	❖	3,000.00	⋄	6,225.00	Ŷ	6,225.00
Ŷ	1,500.00	❖	3,000.00	⊹	3,110.00	ş	6,220.00
↔	14,500.00	Ş	14,500.00	↔	8,165.00	↔	8,165.00
Ŷ	250.00	❖	500.00	⊹	445.00	ş	890.00
↔	400.00	Ş	2,000.00	↔	445.00	↔	2,225.00
Ŷ	425.00	❖	850.00	⊹	795.00	ş	1,590.00
⊹	565.00	❖	2,825.00	Ŷ	795.00	ş	3,975.00
Ŷ	36.00	❖	39,600.00	⊹	34.00	ş	37,400.00
⊹	110.00	❖	68,750.00	Ŷ	110.00	ş	68,750.00
↔	174.00	↔	10,440.00	↔	142.00	⊹	8,520.00
⊹	8,600.00	❖	17,200.00	Ŷ	8,010.00	ş	16,020.00
↔	13.75	Ş	74,937.50	↔	48.00	↔	261,600.00
↔	32.00	ᡐ	54,720.00	Ŷ	34.00	⊹	58,140.00
↔	62,000.00	Ş	62,000.00	↔	10,000.00	↔	10,000.00
⊹	2,150.00	❖	6,450.00	↔	5,500.00	⊹	16,500.00
⊹	13,500.00	❖	13,500.00	⋄	8,650.00	⊹	8,650.00
⊹	575.00	❖	20,125.00	↔	552.00	⊹	19,320.00
⊹	145,000.00	❖	145,000.00	⋄	87,000.00	⊹	87,000.00
⊹	3,000.00	❖	3,000.00	⋄	2,175.00	⊹	2,175.00
Υ.			720,157.50	\$			777,732.00

# Fire Truck:



# Blue Truck:



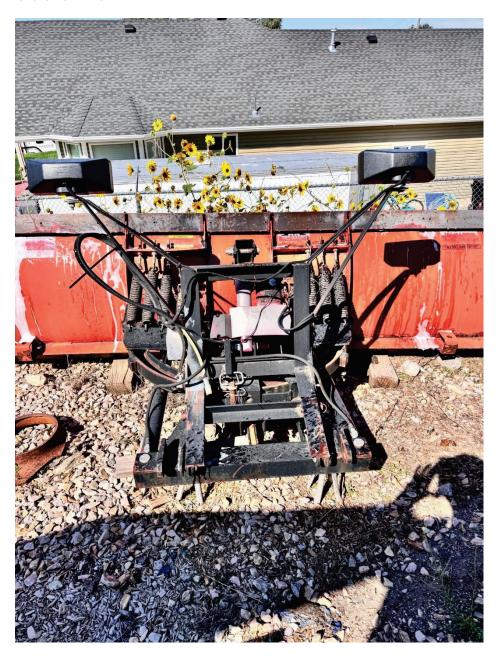
# Side by Side #1



# Side By Side #2



# Old Snow Plow:



# Old White Flat Bed Trailer:



# White F-150:



Old Fire Truck:

# Oven and Stove from Kitchen:





Toyota Tundra:

#### WILLARD CITY ORDINANCE NO. 2025-18

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF WILLARD CITY, UTAH, BY REZONING CERTAIN PROPERTY FROM R1/2 TO A MASTER PLANNED COMMUNITY ZONE.

**WHEREAS**, Willard City, Utah (the "City"), is authorized under Utah Code Annotated Title 10, Chapter 9a, to regulate land use within its jurisdiction; and

WHEREAS, an application for a zoning map amendment ("Rezone Application") was submitted by HERITAGE LAND DEVELOPMENT for the property located at 02-051-0062, 02-051-0085, 02-051-0264, 02-051-0004, 02-054-0005, 02-054-0007, 02-054-0009, 02-054-0011, 02-054-0012, 02-054-0013 that are located on the east side of I-15 and the west side of the railroad (the "Property"); and

**WHEREAS**, the proposed rezone is consistent with the goals and policies of the Willard City General Plan and promotes the orderly development of the city; and

**WHEREAS**, the Willard City Planning Commission held a duly noticed public hearing on February 1, 2024, reviewed the application, received public comment, and forwarded a favorable recommendation to the Willard City Council; and

WHEREAS, the Willard City Council held a duly noticed public meeting on August 14, 2025 and, after considering the recommendation of the Planning Commission, public input, and applicable land use regulations, determined that the proposed rezone is in the best interest of the health, safety, and welfare of the residents of Willard City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WILLARD CITY, UTAH, AS FOLLOWS:

#### **SECTION 1: AMENDMENT TO ZONING MAP**

The Official Zoning Map of Willard City is hereby amended to rezone the following described property from R1/2 to Master Planned Community (MPC):

#### **Property Description:**

#### 02-054-0029

BEG AT NE COR OF LOT 4 OF LOT 1 OF SEC 27 T8N R2W SLM, S TO SE COR OF SD LOT 4, W TO E/L OF OSLRR TRACT (& THE NW COR OF TAX PARCEL 02-054-0017), NWLY ALG SD E/L OF RR PARCEL TO A PT DUE W OF BEG, E TO BEG.

LESS: [02-054-0028] A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN LOTS 1 AND 2 OF SECTION 27, T.8N., R.2W., S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 711.93 FEET S.00°40'02"W. AND 1,084.43 FEET N.89°32'48"W. AND 220.53 FEET S.18°40'27"E. FROM THE NORTHEAST CORNER OF SAID SECTION 27; AND RUNNING THENCE S.89°32'48"E. (EAST BY RECORD) 42.86 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE; THENCE S.18°41'52"E. 1,720.33 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S.89°27'10"W. (N.88°58'00"W. BY RECORD) 43.36 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N.18°40'27"W. 1,720.88 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

#### 02-051-0004

Legal ALL THAT PART OF THE FOLLOWING DESCRIBED LAND LYING WEST OF WEST LINE OF 200 WEST STREET EXTENSION, WTS: LOTS 02 & 03 OF S/2 OF NW/4 OF SD SEC 26, T 08N, R 02W, SLBM & LOTS 05 & 06 IN N/2 OF NW/4 OF SD SEC 26, T 08N, R 02W, SLM. (SAID WEST LINE OF 200 WEST STREET BEING DESCRIBED AS: PART OF NW/4 OF SEC 26, T 08N, R 02W, SLM. BEG AT A POINT LOCATED S 89\*44'39" E 764.63 FT; S 00\*15'21" W 1081.77 FT FROM NW CORNER OF SD NW/4 OF SD POINT, ALSO BEING LOCATED S 00\*00'23" W 305.58 FT & S 89\*44`39" E 20.85 FT & S 00\*09`48" W 24.50 FT FROM NE CORNER OF LOT 03. BLK 13. PLT A. WTS. THENCE S 00\*09`48" W 145.04 FT; TO THE LEFT ALONG THE ARC OF A 541.35 FT RADIUS CURVE A DISTANCE OF 115.34 FT, CHORD BEARS S 05\*56'25" E 115.118 FT). LESS: BEG AT A POINT LOCATED 158 FT SOUTH OF NE CORNER OF LOT 03. BLK 13. SD POINT BEING 27 FT SOUTH OF SE CORNER OF RAYMOND L. HARROP PROPERTY. THENCE WEST 120 FT; SOUTH 172 FT; EAST 164.88 FT M/L TO WEST LINE OF A LANE AS PLATTED IN SD PLT A, WTS; NORTHEASTERLY 24.42 FT M/L ALONG SD LANE TO SOUTH LINE OF 2ND SOUTH STREET, WTS; WEST 44.88 FT M/L ALONG SD NORTH LINE TO WEST LINE OF 2ND WEST STREET, WTS; NORTH ALONG SD WEST LINE 147.58 FT M/L TO POB. LESS: PART OF LOT 05, BLK 13, & PART OF LOT 05, BLK 18, PLT A, WTS. BEG AT THE NW CORNER OF LOT 05. BLK 13. PLT A. WTS. THENCE EAST TO WEST LINE OF 200 WEST STREET: SOUTH 10 FT M/L TO A POINT BEING S 00\*00'23" W 158 FT OF NE CORNER OF LOT 03, SD BLK 13; WEST 120 FT; S 00\*00\*23" W 172.0 FT; N 89\*30\*46" W 160.0 FT M/L TO WEST LINE OF SD LOT 05. BLK 18: NORTH 182 FT M/L TO POB. LESS: BEG AT A POINT LOCATED ON WESTERLY R/W LINE OF 200 WEST STREET, LOCATED S 89\*44`35" E ALONG SEC LINE 766.10 FT & S 00\*15`21" W 1262.53 FT FROM NW CORNER OF NW/4. THENCE N 89\*30`46" W 206.33 FT; N 00\*29`14" E 106.25 FT; S 89\*30`46" E 204.55 FT TO SD R/W LINE; ALONG SD R/W LINE THE FOLLOWING TWO (2) COURSES: 1) S 00\*09`48" W 70.54 FT: 2) TO LEFT ALONG THE ARC OF A 541.35 FT RADIUS CURVE. A DISTANCE OF 35.74 FT, CHORD BEARS S 01\*43`41" E 35.73 FT TO POB. LESS: BEG AT A POINT LOCATED ON WESTERLY R/W LINE OF 200 WEST STREET, LOCATED S. 89\*44`35" E ALONG SEC LINE 766.10 FT & S 00\*15`21" W 1262.53 FT FROM NW CORNER OF NW/4. THENCE ALONG SD R/W LINE THE FOLLOWING TWO (2) COURSES: 1) TO THE LEFT ALONG THE ARC OF A 541.35 FT RADIUS CURVE A DISTANCE OF 79.60 FT, CHORD BEARS S 07\*49`53" E 79.53 FT; 2) S 13\*19`13" E 24.12 FT; N 89\*30`46" W 223.60 FT; N 00\*29`14" E 102.11 FT; S 89\*30`46" E 206.33 FT TO POB.

#### 02-051-0030

Legal THAT PORTION OF TRACT 82A LYING E OF OSLRR R/W. ALSO DESCRIBED AS PART OF LOT 3 OF LOT 2 OF SEC 27 T8N R2W SLM. TOGETHER WITH WATER RIGHTS LESS: [02-054-0028] A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND. SITUATE IN LOTS 1 AND 2 OF SECTION 27, T.8N., R.2W., S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 711.93 FEET S.00°40'02"W. AND 1.084.43 FEET N.89°32'48"W. AND 220.53 FEET S.18°40'27"E. FROM THE NORTHEAST CORNER OF SAID SECTION 27; AND RUNNING THENCE S.89°32'48"E. (EAST BY RECORD) 42.86 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE; THENCE S.18°41'52"E. 1,720.33 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT: THENCE S.89°27'10"W. (N.88°58'00"W. BY RECORD) 43.36 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N.18°40'27"W. 1,720.88 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

#### 02-054-0007

Legal BEG AT THE NW COR OF LOT 4 IN LOT 2, PLAT A, WILLARD CITY SURVEY, IN SEC 27, TWP 8N, R 2W, SLM, E 22 RDS, SW 20 RDS, WLY 14 RDS 7 FT, N 17 RDS 11 FT TO BEG. CONTG 2.00 ACS

#### 02-054-0028

Legal A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN LOTS 1 AND 2 OF SECTION 27, T.8N., R.2W., S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 711.93 FEET S.00°40'02"W. AND 1,084.43 FEET N.89°32'48"W. AND 220.53 FEET S.18°40'27"E. FROM THE NORTHEAST CORNER OF SAID SECTION 27; AND RUNNING THENCE S.89°32'48"E. (EAST BY RECORD) 42.86 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE; THENCE S.18°41'52"E. 1,720.33 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S.89°27'10"W. (N.88°58'00"W. BY RECORD) 43.36 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N.18°40'27"W. 1,720.88 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

#### 02-054-0031

Legal S/2 OF LOT 03 IN LOT 02 OF SEC 27, T 08N, R 02W, SLM.

LESS: O.S.L.R.R R/W (TR 83A).

LESS: THAT PART OF THE ABOVE DESCRIPTION OUTSIDE CITY.

LESS: TRACT TO U S A.

LESS: [02-054-0028] A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN LOTS 1 AND 2 OF SECTION 27, T.8N., R.2W., S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 711.93 FEET S.00°40′02″W. AND 1,084.43 FEET N.89°32′48″W. AND 220.53 FEET S.18°40′27″E. FROM THE NORTHEAST CORNER OF SAID SECTION 27; AND RUNNING THENCE S.89°32′48″E. (EAST BY RECORD) 42.86 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE; THENCE S.18°41′52″E. 1,720.33 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S.89°27′10″W. (N.88°58′00″W. BY RECORD) 43.36 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N.18°40′27″W. 1,720.88 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

#### 02-054-0009

Legal PT OF LOT 4 IN LOT 2 OF SEC 27, TWP 8N, R 2W, SLM, AS FOLLOWS, BEG AT A PT 22 RDS E OF THE NW COR OF LOT 4 IN LOT 2, SW 20 RDS, WLY 14 RDS 7 FT TO THE W LINE OF LOT 4, S 2\*45`W 4.54 CHS, S 88\*58` E 9.14 CHS, N 1\* 3`30`` E 8.90 CHS, N 88\*38` W 4.37 CHS TO BEG. CONTG 6.04 ACS

Legal PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST LINE. OF SAID NORTHWEST QUARTER, ALSO BEING THE SOUTHWEST CORNER OF HELEN JANE LEMON, TRUSTEE PROPERTY, TAX ID NUMBER 02-051-0004, LOCATED 1321.45 FEET SOUTH 01°31'47" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER FROM THE NORTHWEST CORNER OF SAID SECTION 26: RUNNING THENCE SOUTH 88°57'38" EAST 560.82 FEET ALONG THE SOUTH LINE OF SAID HELEN JANE LEMON, TRUSTEE PROPERTY TO THE WEST LINE OF SANDRA HUTHMAN, TRUSTEE PROPERTY, TAX ID NUMBER 02-051-0153. THENCE SOUTH 01°42'35" WEST 64.09 FEET ALONG THE WEST LINE OF SAID SANDRA HUTHMAN, TRUSTEE PROPERTY, THENCE NORTH 89°49'07" WEST 139.4 FEET, THENCE SOUTH 03°38'17" WEST 100.00 FEET, THENCE SOUTH 89°54'47" EAST 159.34 FEET, THENCE SOUTH 02°53'32" WEST 45.12 FEET, THENCE SOUTH 77°24'49" EAST 114.88 FEET, THENCE NORTH 71°24'41" EAST 122.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF 200 WEST STREET, THENCE SOUTH 01°55'49" EAST 442.87 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF HELEN JANE LEMON, TRUSTEE PROPERTY, TAX ID NUMBER 02-051-0088, THENCE NORTH 88°58'32" WEST 830.51 FEET ALONG THE NORTH LINE OF SAID HELEN JANE LEMON PROPERTY AND THEN ALONG THE NORTH LINES OF HELEN JANE LEMON PROPERTY, TAX ID NUMBER 02-051-0087, MICHAEL CROSSLEY, TRUSTEE ET AL PROPERTY, TAX ID NUMBER 02-051-0086, HELEN JANE LEMON, ETAL PROPERTY TAX ID NUMBER 02-051-0085 & HELEN JANE LEMON. TRUSTEE PROPERTY TAX ID NUMBER 02-054-0012 TO THE SOUTHEAST CORNER OF HELEN JANE LEMON, TRUSTEE PROPERTY, TAX ID NUMBER 02-054-0000, BEING A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE NORTH 01°31'47" EAST 632.81 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO THE POINT OF BEGINNING. LESS: THE ORCHARDS AT WILLARD PH 01. NW/4 SEC 26, T 08N, R 02W, SLBM LESS: PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 200 WEST STREET LOCATED 749.64 FEET SOUTH 89°03'30" EAST ALONG THE NORTH LINE OF SAID SECTION AND 1384.36 FEET SOUTH 00°00'00" EAST AND 72.83 FEET SOUTH 77°47'30" WEST AND 88.87 FEET SOUTH 88°49'36" WEST AND 48.36 FEET SOUTH 88°42'43" WEST FROM THE NORTHWEST CORNER OF SAID SECTION 26; RUNNING THENCE SOUTH 02°53'32" WEST 105.86 FEET; THENCE NORTH 89°54'47" WEST 159.34 FEET: THENCE NORTH 03°38'17" EAST 144.00 FEET: THENCE SOUTH 89°49'07" EAST 139.40 FEET; THENCE SOUTH 89°49'51" EAST 18.05 FEET ALONG THE SOUTH LINE OF SAID SANDRA HUTHMAN; THENCE SOUTH 02°53'27" WEST 37.78 FEET TO THE POINT OF BEGINNING.

LESS [02-051-0261]: PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN MONUMENTED WITH A BRASS CAP; THENCE S 89°03'30" E 376.23 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 1514.29 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE S 89°54'47" E 159.66 FEET; THENCE S 02°53'32" W 19.27 FEET; THENCE S 77°24'49" E 45.21 FEET; THENCE ALONG THE BOUNDARY OF THE ORCHARDS AT WILLARD, PHASE 1 RECORDED IN THE BOX ELDER COUNTY RECORDERS OFFICE UNDER ENTRY 434508 ON JUNE 11, 2021 THE NEXT FOUR COURSES: 1) THENCE S 01°55'49" E 172.84 FEET; 2) THENCE S 86°45'14" E 29.13 FEET; 3) THENCE S 01°53'08" E 741.94 FEET; 4) THENCE S 89°07'47" E 156.47 FEET; THENCE S 02°05'44" E 60.08 FEET ALONG THE WEST RIGHT OF WAY LINE OF 200 WEST STREET; THENCE N 89°07'47" W 514.10 FEET; THENCE N 01°53'08" W 863.72 FEET; THENCE S 88°07'35" E 117.75 FEET; THENCE N 01°37'39" E 140.54 FEET TO THE POINT OF BEGINNING.

#### 02-054-0032

Legal BEG 29.32 CHS S & 9.14 CHS W OF NE COR OF SEC 27 T8N R2W SLM. S 1\*33`E 4 CHS, N 16\*W 4.16 CHS, S 88\*58`E 1.08 CHS TO BEG.

LESS: [02-054-0028] A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN LOTS 1 AND 2 OF SECTION 27, T.8N., R.2W., S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 711.93 FEET S.00°40'02"W. AND 1,084.43 FEET N.89°32'48"W. AND 220.53 FEET S.18°40'27"E. FROM THE NORTHEAST CORNER OF SAID SECTION 27; AND RUNNING THENCE S.89°32'48"E. (EAST BY RECORD) 42.86 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE; THENCE S.18°41'52"E. 1,720.33 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S.89°27'10"W. (N.88°58'00"W. BY RECORD) 43.36 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N.18°40'27"W. 1,720.88 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

#### 02-054-0033

**Legal** BEG AT A PT WHICH IS N88\*58`W 28.4 CHS FRM THE NE COR OF BLK 14 PLT 1 WTS, S 8.63 CHS, N88\*58`W 6.32 CHS, N 8.63 CHS, S88\*58`E 6.32 CHS TO BEG. BEING IN SEC 27 T08N R02W SLM.

LESS U.P.R.R. R/W.

LESS: [02-054-0028] A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN LOTS 1 AND 2 OF SECTION 27, T.8N., R.2W., S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT WHICH CORNER IS 711.93 FEET S.00°40'02"W. AND 1,084.43 FEET N.89°32'48"W. AND 220.53 FEET S.18°40'27"E. FROM THE NORTHEAST CORNER OF SAID SECTION 27; AND RUNNING THENCE S.89°32'48"E. (EAST BY RECORD) 42.86 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE; THENCE S.18°41'52"E. 1,720.33 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE S.89°27'10"W. (N.88°58'00"W. BY RECORD) 43.36 FEET ALONG SAID SOUTHERLY BOUNDARY TO THE EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N.18°40'27"W. 1,720.88 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

#### 02-054-0012

Legal BEG AT THE NE COR OF LOT 14, PLAT A, IN THE S/2 OF THE NW/4 OF SEC 26, TWP 8N, R 2W, SLM, RUNNING N 88\*58` W 25.32 CHS, TO POB, S 8.63 CHS, N 88\*58` W 3.16 CHS, N 8.63 CHS, S 88\*58` E 3.16 CHS TO BEG. CONTG 2.73 ACS

#### 02-051-0085

Legal BEGINNING NORTH 88\*58`00" W 22.48 CHAINS FROM NE CORNER OF LOT 14 OF S/2 OF NW/4 OF SEC 26, T 08N, R 02W SLM. THENCE SOUTH 8.63 CHAINS; N 88\*58`00" W 2.84 CHAINS; NORTH 8.63 CHAINS; S 88\*58`00" E 2.84 CHAINS TO BEGINNING.

#### 02-051-0263

Legal REMAINDER DESCRIPTION: PART OF NW/4 OF SEC 26 T8N R2W SLM. BEG AT A PT LOC S 00\*00\*00W 2538.0 FT & N 89\*29\*15E 240.21 FT & N 00\* 29\*17E 283.97 FT FROM NW COR OF SD SEC 26,SD PT BEING LOC N 00\*29\*17E 283.97 FT FROM A PT DESC OF RECORD AS BEING LOC N 88\*38\*W 19 CHS & S 8.63 CHS & N 88\*58\*W 3.48 CHS FROM NE COR OF LOT 14 IN S/2 OF SD NW/4, N 00\*29\*17E 284.44 FT, S 89\*50\*12 E 229.71 FT, S 00\*29\*25W 282.85 FT S 89\*46\*01W 229.71 FT TO POB.

LESS [02-051-0261]: PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN MONUMENTED WITH A BRASS CAP; THENCE S 89°03'30" E 376.23 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 1514.29 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE S 89°54'47" E 159.66 FEET; THENCE S 02°53'32" W 19.27 FEET; THENCE S 77°24'49" E 45.21 FEET; THENCE ALONG THE BOUNDARY OF THE ORCHARDS AT WILLARD, PHASE 1 RECORDED IN THE BOX ELDER COUNTY RECORDERS OFFICE UNDER ENTRY 434508 ON JUNE 11, 2021 THE NEXT FOUR COURSES: 1) THENCE S 01°55'49" E 172.84 FEET; 2) THENCE S 86°45'14" E 29.13 FEET; 3) THENCE S 01°53'08" E 741.94 FEET; 4) THENCE S 89°07'47" E 156.47 FEET; THENCE S 02°05'44" E 60.08 FEET ALONG THE WEST RIGHT OF WAY LINE OF 200 WEST STREET; THENCE N 89°07'47" W 514.10 FEET; THENCE N 01°53'08" W 863.72 FEET; THENCE S 88°07'35" E 117.75 FEET; THENCE N 01°37'39" E 140.54 FEET TO THE POINT OF BEGINNING.

#### 02-051-0264

Legal PART OF NW/4 OF SEC 26 T8N R2W SLM. BEG AT A PT LOC S 00\*00`00W 2538.0 FT & N 89\*29`15E 240.21 FT FROM NW COR OF SD SEC 26, SD PT DESCRIBED OF RECORD AS BEING LOC N 88\*38`W 19 CHS & S 8.63 CHS & N 88\*58`W 3.48 CHS FROM NE COR OF LOT 14 IN S/2 OF SD NW/4, N 00\*29`17E 283.97 FT, N 89\*46`01E 229.71 FT, S 00\* 29`25W 282.85 FT, S 89\*29`15W 229.72 FT TO POB.

LESS [02-051-0261]: PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN MONUMENTED WITH A BRASS CAP; THENCE S 89°03'30" E 376.23 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 1514.29 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE S 89°54'47" E 159.66 FEET; THENCE S 02°53'32" W 19.27 FEET; THENCE S 77°24'49" E 45.21 FEET; THENCE ALONG THE BOUNDARY OF THE ORCHARDS AT WILLARD, PHASE 1 RECORDED IN THE BOX ELDER COUNTY RECORDERS OFFICE UNDER ENTRY 434508 ON JUNE 11, 2021 THE NEXT FOUR COURSES: 1) THENCE S 01°55'49" E 172.84 FEET; 2) THENCE S 86°45'14" E 29.13 FEET; 3) THENCE S 01°53'08" E 741.94 FEET; 4) THENCE S 89°07'47" E 156.47 FEET; THENCE S 02°05'44" E 60.08 FEET ALONG THE WEST RIGHT OF WAY LINE OF 200 WEST STREET; THENCE N 89°07'47" W 514.10 FEET; THENCE N 01°53'08" W 863.72 FEET; THENCE S 88°07'35" E 117.75 FEET; THENCE N 01°37'39" E 140.54 FEET TO THE POINT OF BEGINNING.

#### 02-051-0265

**Legal** BEG AT NE CORNER OF LOT 14, IN S/2 OF NW/4 OF SEC 26, T 08N, R 02W SLM. RUNNING N 88\*58`00" W 12.68 CHS TO POB. THENCE SOUTH 8.63 CHS, N 88\*58`00" W 3.16 CHS, NORTH 8.63 CHS, S 88\*58`00" E 3.16 CHS TO BEG.

LESS: U.I.C.R.R. R/W

LESS: THE ORCHARDS AT WILLARD PH 01, NW/4 SEC 26, T 08N, R 02W, SLBM. LESS [02-051-0261]: PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN MONUMENTED WITH A BRASS CAP; THENCE S. 89°03'30" E 376.23 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26: THENCE SOUTH 1514.29 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE S 89°54'47" E 159.66 FEET; THENCE S 02°53'32" W 19.27 FEET; THENCE S 77°24'49" E 45.21 FEET; THENCE ALONG THE BOUNDARY OF THE ORCHARDS AT WILLARD, PHASE 1 RECORDED IN THE BOX ELDER COUNTY RECORDERS OFFICE UNDER ENTRY 434508 ON JUNE 11, 2021 THE NEXT FOUR COURSES: 1) THENCE S 01°55'49" E 172.84 FEET; 2) THENCE S 86°45'14" E 29.13 FEET; 3) THENCE S 01°53'08" E 741.94 FEET; 4) THENCE S 89°07'47" E 156.47 FEET; THENCE S 02°05'44" E 60.08 FEET ALONG THE WEST RIGHT OF WAY LINE OF 200 WEST STREET; THENCE N 89°07'47" W 514.10 FEET; THENCE N 01°53'08" W 863.72 FEET; THENCE S 88°07'35" E 117.75 FEET; THENCE N 01°37'39" E 140.54 FEET TO THE POINT OF BEGINNING.

#### 02-051-0266

**Legal** BEG AT NE CORNER OF LOT 14, IN S/2 OF NW/4 OF SEC 26, T 08N, R 02W SLM. RUNNING N 88\*58`00" W 12.68 CHS TO POB. THENCE SOUTH 8.63 CHS, N 88\*58`00" W 3.16 CHS, NORTH 8.63 CHS, S 88\*58`00" E 3.16 CHS TO BEG.

LESS: U.I.C.R.R. R/W

LESS: THE ORCHARDS AT WILLARD PH 01, NW/4 SEC 26, T 08N, R 02W, SLBM. LESS [02-051-0261]: PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASELINE AND MERIDIAN MONUMENTED WITH A BRASS CAP: THENCE S 89°03'30" E 376.23 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26: THENCE SOUTH 1514.29 FEET TO THE POINT OF BEGINNING AND RUNNING THENCE S 89°54'47" E 159.66 FEET: THENCE S 02°53'32" W 19.27 FEET: THENCE S 77°24'49" E 45.21 FEET: THENCE ALONG THE BOUNDARY OF THE ORCHARDS AT WILLARD, PHASE 1 RECORDED IN THE BOX ELDER COUNTY RECORDERS OFFICE UNDER ENTRY 434508 ON JUNE 11, 2021 THE NEXT FOUR COURSES: 1) THENCE S 01°55'49" E 172.84 FEET; 2) THENCE S 86°45'14" E 29.13 FEET; 3) THENCE S 01°53'08" E 741.94 FEET; 4) THENCE S 89°07'47" E 156.47 FEET: THENCE S 02°05'44" E 60.08 FEET ALONG THE WEST RIGHT OF WAY LINE OF 200 WEST STREET; THENCE N 89°07'47" W 514.10 FEET; THENCE N 01°53'08" W 863.72 FEET; THENCE S 88°07'35" E 117.75 FEET; THENCE N 01°37'39" E 140.54 FEET TO THE POINT OF BEGINNING.

#### 02-054-0034

Legal A PARCEL OF LAND IN FEE FOR A CORRIDOR PRESERVATION PROJECT KNOWN AS PROJECT NO. MSP-140, BEING PART OF ENTIRE TRACT OF PROPERTY SITUATE IN LOT 2 IN NE1/4 SE1/4 OF SECTION 27, T.8N., R.2W., S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EXISTING EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD WHICH POINT IS 148.09 FEET NORTH ALONG THE QUARTER SECTION LINE AND 473.51 FEET WEST FROM THE WEST QUARTER CORNER OF SAID SECTION 27, SAID POINT IS ALSO 2.507.51 FEET SOUTH ALONG THE QUARTER SECTION LINE AND 473.51 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 27; AND RUNNING THENCE S.89°48'57"E. 43.59 FEET (S.88°36'00"E. BY RECORD) ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER. NORTH EXTENSION CONTROL LINE: THENCE S.18°55'39"E. 944.93 FEET ALONG SAID PARALLEL LINE TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT: THENCE N.89°43'22"W. 44.03 FEET (N.89°30'00"W. BY RECORD) ALONG SAID SOUTHERLY BOUNDARY LINE TO A POINT IN SAID EXISTING EASTERLY RIGHT OF WAY LINE; THENCE N.18°54'13"W. 944.72 FEET ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

#### 02-054-0035

Legal ALL THE LAND SITUATED IN LOT 06 OF LOT 02, IN SEC 27, T 08N, R 02W, SLM, ALSO LOT 02 OF LOT 03, PLAT A, WILLARD CITY SURVEY IN SEC 27, AS FOLLOWS: BEGINNING AT A POINT 2.12 CHAINS NORTH & .23 CHAINS WEST OF THE 1/4 SEC CORNER BETWEEN SECS 26 AND 27, S 00\*40\*00" W 13.49 CHAINS, N 89\*30\*00" W 2.42 CHAINS, N 17\*26\*00" W 14.30 CHAINS, S 88\*36\*00" E 6.88 CHAINS TO BEGINNING.

LESS: [02-054-0034] A PARCEL OF LAND IN FEE FOR A CORRIDOR PRESERVATION PROJECT KNOWN AS PROJECT NO. MSP-140, BEING PART OF ENTIRE TRACT OF PROPERTY SITUATE IN LOT 2 IN NE1/4 SE1/4 OF SECTION 27, T.8N., R.2W., S.L.B. & M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EXISTING EASTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD WHICH POINT IS 148.09 FEET NORTH ALONG THE QUARTER SECTION LINE AND 473.51 FEET WEST FROM THE WEST QUARTER CORNER OF SAID SECTION 27, SAID POINT IS ALSO 2,507,51 FEET SOUTH ALONG THE QUARTER SECTION LINE AND 473.51 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 27: AND RUNNING THENCE S.89°48'57"E. 43.59 FEET (S.88°36'00"E. BY RECORD) ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A LINE PARALLEL WITH AND 40.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE FRONTRUNNER NORTH EXTENSION CONTROL LINE; THENCE S.18°55'39"E. 944.93 FEET ALONG SAID PARALLEL LINE TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE N.89°43'22"W. 44.03 FEET (N.89°30'00"W. BY RECORD) ALONG SAID SOUTHERLY BOUNDARY LINE TO A POINT IN SAID EXISTING EASTERLY RIGHT OF WAY LINE: THENCE N.18°54'13"W. 944.72 FEET ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE. IN THE OFFICE OF THE UTAH TRANSIT AUTHORITY.

## **SECTION 2: EFFECTIVE DATE**

This Ordinance shall take effect on September 28, 2025, and posting or publication as required by law.

## **SECTION 3: SEVERABILITY**

If any section, clause, or provision of this Ordinance is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

ED AND APPROVED by t	ne winard city council (	on uns	_ day of
	Hulsey	Yes	Nay_
	Christensen	Yes	Nay
	Braegger	Yes	 Nay
	Mund	Yes	Nay
	Bodily	Yes	Nay
ATTEST:	Willa	rd City:	
	By:		
City Recorder		layor Travi	s Mote