



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, October 9, 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. **Public Hearing to receive public comments regarding Ordinance 2025-17 establishing water and sewer rate increases for Willard City beginning January 1, 2026.**
- b. Consideration and possible approval of Ordinance 2025-17, establishing water and sewer rate increases for Willard City beginning January 1, 2026.
- c. Consideration and possible approval of Resolution 2025-16, indicating the intent of Perry City to adjust a common boundary with Willard City.
- d. 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
- e. Consideration and possible approval of the Forged Fiber 37, LLC Franchise Agreement proposal, submitted by Jill Okun.
- f. 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.
- g. Consideration and possible approval of the 600 South Improvements Project award recommendation.
- h. Consideration and possible approval of Resolution 2015-15 to declare certain city-owned vehicles/items as surplus.

- i. Approval of Ordinance 2025-18 Amending the official Zoning Map of Willard City by rezoning certain property from R1/2 to MPC.
- j. Appointment of Willard Justice Court Judge.

5. Minutes

6. Financial

- a. Warrants, Vouchers, Reports

7. Department Reports

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

8. Council Member Reports

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

9. Next agenda – October 23, 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 O'Bray
City Recorder, Willard City
Posted October 6, 2025

Ordinance No. 2025-17

AN ORDINANCE ESTABLISHING WATER AND SEWER RATE INCREASES FOR WILLARD CITY BEGINNING JANUARY 1, 2026

WHEREAS, Willard City provides essential water and sewer services to residents and businesses within its municipal boundaries; and

WHEREAS, the City Council finds it necessary to adjust utility rates to sustainably fund system maintenance, capital improvements, and operational costs; and

WHEREAS, Utah Code §10-8-84 and related provisions require that municipal water and sewer rates be adopted by ordinance; and

WHEREAS, the City Council desires to implement a multi-year rate schedule that ensures predictability for utility users and stability for the municipal budget;

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

Section 1 – Residential Water Rate Adjustment

Effective January 1, 2026, the base monthly rate for residential water service shall increase from \$25.00 to \$37.00 per account.

Section 2 – Commercial Water Rate Adjustment

Effective January 1, 2026, the base monthly rate for commercial water service shall increase from \$28.40 to \$42.00 per account.

For purposes of this ordinance, “commercial account” shall refer to any property receiving water service that is primarily used for business, retail, industrial, or non-residential purposes, as determined by the City’s utility billing classification.

Section 3 – Sewer Rate Adjustment

Effective January 1, 2026, the base monthly rate for sewer service shall increase from \$68.00 to \$76.00 per account.

Beginning January 1, 2027, and on January 1st of each subsequent year, the sewer base rate shall increase by \$6.00 annually, unless modified or repealed by City Council action.

Section 4 – Rate Schedule Summary

Year	Residential Water	Commercial Water	Sewer Rate
2026	\$37.00	\$42.00	\$76.00
2027	\$37.00	\$42.00	\$82.00
2028	\$37.00	\$42.00	\$88.00
2029	\$37.00	\$42.00	\$94.00
2030	\$37.00	\$42.00	\$100.00

Section 5 – Review and Renewal

The Willard City Council shall review this ordinance at least once every five years, or more frequently as needed, to ensure alignment with infrastructure needs, financial goals, and community priorities.

The Council reserves the right to amend or repeal this ordinance by majority vote.

Section 6 – Severability

If any provision of this ordinance is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 7 – Effective Date

This ordinance shall take effect upon publication and posting as required by law.

PASSED AND APPROVED by the Willard City Council this 26th day of June, 2025.

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

ATTEST:

Willard City:

City Recorder

By: _____
Mayor Travis Mote

**WILLARD CITY
RESOLUTION NO. 16**

BOUNDARY ADJUSTMENT WITH PERRY CITY

**A RESOLUTION OF WILLARD CITY, UTAH, INDICATING THE INTENT OF
PERRY CITY TO ADJUST A COMMON BOUNDARY WITH WILLARD CITY.**

WHEREAS, Willard City is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, Perry City is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, Utah Code Annotated §10-2-903, 1953 as amended, provides a procedure for two or more municipalities to adjust a common boundary;

WHEREAS, Utah Code Annotated §10-2-903 (2) requires each municipality intending to adjust its common boundaries to adopt a resolution indicating its intent to adjust boundaries;

WHEREAS, Willard City and Perry City seek to comply with state law and intend to adjust a common boundary by adopting this Resolution for this purpose of intent;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Willard City that Willard City intends to adjust a common boundary with Perry City in accordance the map set forth in Exhibit “A” attached hereto and incorporated herein by this reference as the area intended for boundary adjustment.

IT IS FURTHER RESOLVED, that the City Council, as required by law, hereby sets a Public Hearing for this matter to be held at its regular meeting on _____, 2025, at 7:00 PM, and directs staff to provide notice of said Public Hearing as provided in Utah Code Annotated §10-2-903 (3) and (4).

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2025.

WILLARD CITY:

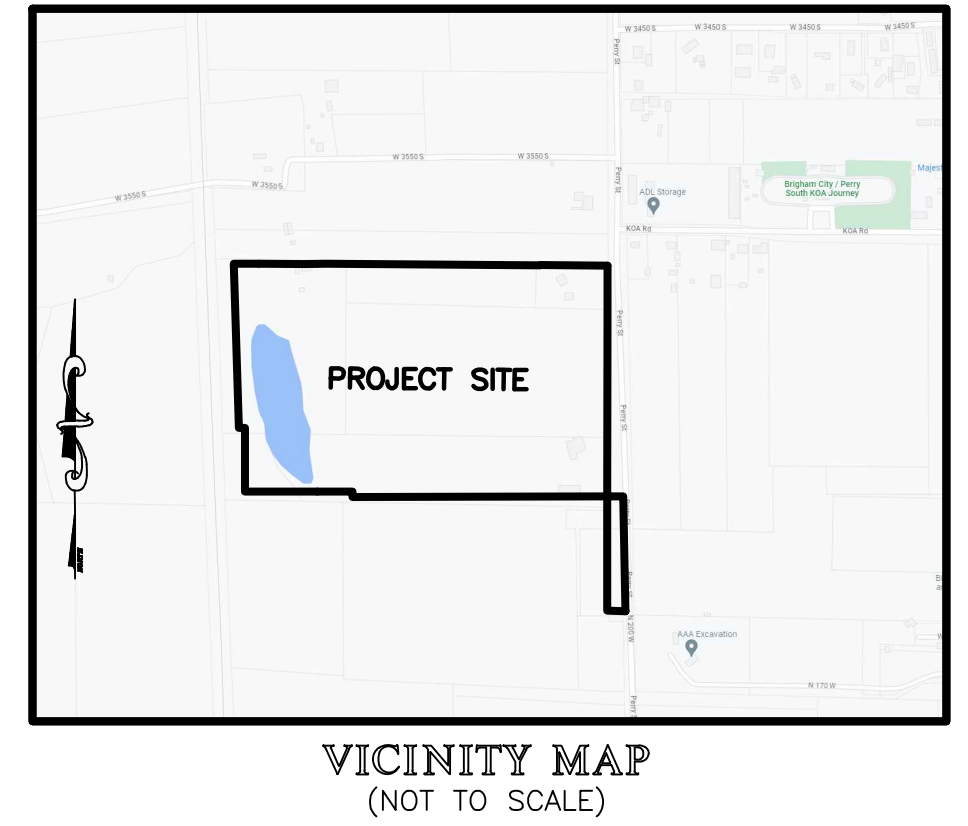
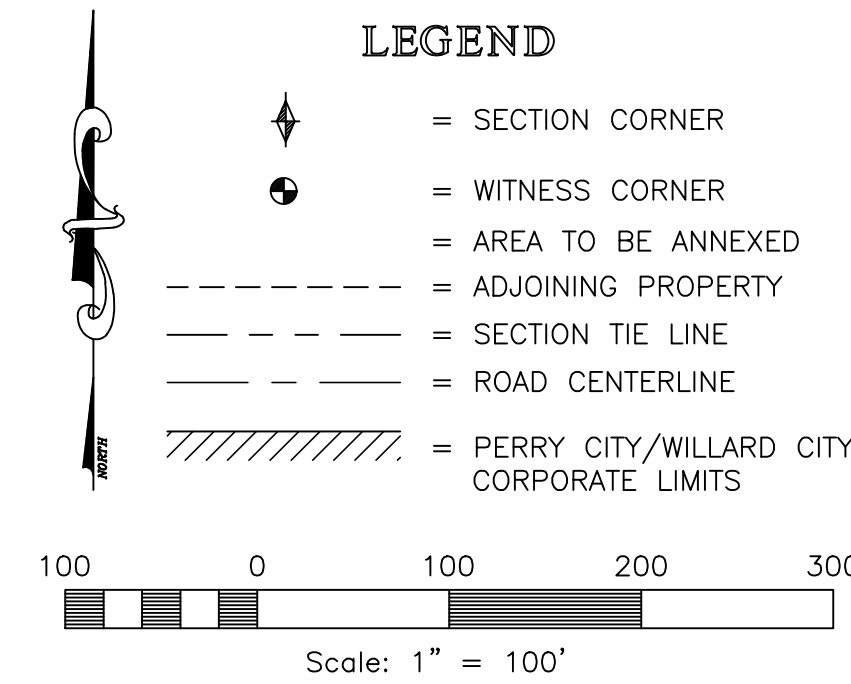
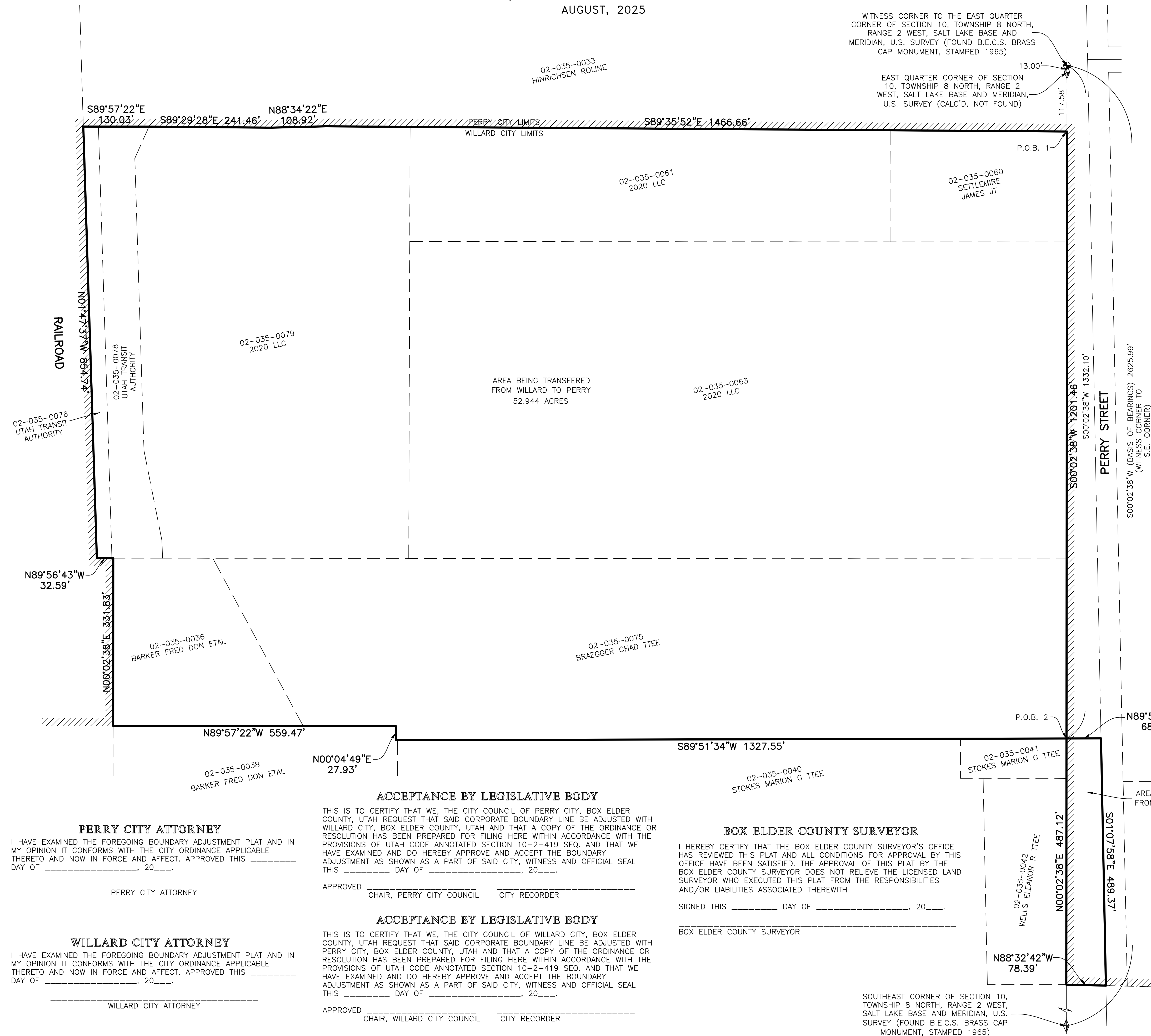
Mayor

ATTEST:

City Recorder

BOUNDARY ADJUSTMENT PLAT IN ACCORDANCE WITH UTAH CODE 10-2-419 TO THE CORPORATE LIMITS OF THE CITY OF PERRY AND THE CITY OF WILLARD

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF PERRY/CITY OF WILLARD, BOX ELDER COUNTY, UTAH
AUGUST, 2025



BOUNDARY ADJUSTMENT DESCRIPTION (AREA BEING TRANSFERRED FROM WILLARD TO PERRY)

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET, SAID POINT BEING 130.58 FEET SOUTH 00°02'38" WEST ALONG THE SECTION LINE FROM A WITNESS CORNER TO THE EAST QUARTER CORNER OF SAID SECTION 10 (SAID WITNESS CORNER BEING NORTH 00°02'38" EAST 2625.99 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 10); THENCE SOUTH 00°02'38" WEST 1201.46 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET AND THE EXISTING PERRY CITY/WILLARD CITY LIMITS LINE; THENCE SOUTH 89°51'34" WEST 1327.55 FEET; THENCE NORTH 00°04'49" EAST 27.93 FEET; THENCE NORTH 89°57'22" WEST 559.47 FEET TO THE EXISTING PERRY CITY/WILLARD CITY LIMITS LINE; THENCE ALONG SAID CITY LIMITS LINE THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 00°02'38" EAST 331.83 FEET; (2) NORTH 89°56'43" WEST 32.59 FEET; (3) NORTH 01°47'37" WEST 854.74 FEET; (4) SOUTH 89°57'22" EAST 130.03 FEET; (5) SOUTH 89°29'28" EAST 241.46 FEET; (6) NORTH 88°34'22" EAST 108.92 FEET; AND (7) SOUTH 89°35'52" EAST 1466.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 52.944 ACRES.

BOUNDARY ADJUSTMENT DESCRIPTION (AREA BEING TRANSFERRED FROM PERRY TO WILLARD)

PART OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET, SAID POINT BEING 1332.10 FEET SOUTH 00°02'38" WEST ALONG THE SECTION LINE FROM A WITNESS CORNER TO THE EAST QUARTER CORNER OF SAID SECTION 10 (SAID WITNESS CORNER BEING NORTH 00°02'38" EAST 2625.99 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 10); THENCE NORTH 89°51'34" EAST 68.31 FEET TO THE CENTERLINE OF PERRY STREET; THENCE SOUTH 01°07'58" EAST 489.37 FEET ALONG SAID CENTERLINE TO THE EXISTING PERRY CITY/WILLARD CITY LIMITS LINE; THENCE ALONG SAID LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 88°32'42" WEST 78.39 FEET; AND (2) NORTH 00°02'38" EAST 487.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.822 ACRES.

NARRATIVE

THIS BOUNDARY ADJUSTMENT PLAT PER UTAH CODE 10-2-419 OF THE SUBJECT PROPERTIES WAS REQUESTED BY PERRY CITY CORPORATION.

BRASS CAP MONUMENTS WERE FOUND FOR A WITNESS CORNER TO THE EAST QUARTER CORNER AND THE SOUTHEAST CORNER FOR SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

THE EASTERLY LINE OF SUBJECT PARCEL WAS ESTABLISHED BY THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET ESTABLISHED BY DEED INSTRUMENT 84132; THE WESTERLY DEED; THE NORTHERLY AND SOUTHERLY LINES OF SUBJECT PARCELS WAS ESTABLISHED BY DEED AND OCCUPATION.

THE BASIS OF BEARINGS FOR THIS PLAT IS THE LINE BETWEEN THE SOUTHWEST CORNER AND THE WITNESS CORNER TO THE EAST QUARTER CORNER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, SHOWN HEREON AS SOUTH 00°02'38" WEST.

SURVEYOR'S CERTIFICATE

I, **JASON T. FELT**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT THIS BOUNDARY ADJUSTMENT PLAT FOR PERRY CITY AND WILLARD CITY, BOX ELDER COUNTY, UTAH HAS BEEN DRAWN TO THE DESIGNATED SCALE AND IS IN ACCORDANCE WITH THE INFORMATION AND DATA OBTAINED FROM RECORDS IN THE BOX ELDER COUNTY RECORDER'S OFFICE.

SIGNED THIS ____ DAY OF _____, 20____.

9239283

UTAH LICENSE NUMBER



Project Info.

Surveyor: J. FELT
Designer: N. ANDERSON
Date: 5-20-25
Name: PERRY CITY/
WILLARD CITY, BLA
Number: 6298-18
Revision: _____
Scale: 1"=100'
Checked: _____

PERRY CITY ATTORNEY

I HAVE EXAMINED THE FOREGOING BOUNDARY ADJUSTMENT PLAT AND IN MY OPINION IT CONFORMS WITH THE CITY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT. APPROVED THIS ____ DAY OF _____, 20____.

PERRY CITY ATTORNEY

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF PERRY CITY, BOX ELDER COUNTY, UTAH REQUEST THAT SAID CORPORATE BOUNDARY LINE BE ADJUSTED WITH WILLARD CITY, BOX ELDER COUNTY, UTAH AND THAT A COPY OF THE ORDINANCE OR RESOLUTION HAS BEEN PREPARED FOR FILING HERE WITHIN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SECTION 10-2-419 SEQ. AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY ADJUSTMENT AS SHOWN AS A PART OF SAID CITY, WITNESS AND OFFICIAL SEAL THIS ____ DAY OF _____, 20____.

APPROVED _____
CHAIR, PERRY CITY COUNCIL CITY RECORDER

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE CITY COUNCIL OF WILLARD CITY, BOX ELDER COUNTY, UTAH REQUEST THAT SAID CORPORATE BOUNDARY LINE BE ADJUSTED WITH PERRY CITY, BOX ELDER COUNTY, UTAH AND THAT A COPY OF THE ORDINANCE OR RESOLUTION HAS BEEN PREPARED FOR FILING HERE WITHIN ACCORDANCE WITH THE PROVISIONS OF UTAH CODE ANNOTATED SECTION 10-2-419 SEQ. AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE BOUNDARY ADJUSTMENT AS SHOWN AS A PART OF SAID CITY, WITNESS AND OFFICIAL SEAL THIS ____ DAY OF _____, 20____.

APPROVED _____
CHAIR, WILLARD CITY COUNCIL CITY RECORDER

BOX ELDER COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE BOX ELDER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE BOX ELDER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS ____ DAY OF _____, 20____.

BOX ELDER COUNTY SURVEYOR

SOUTHEAST CORNER OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (FOUND B.E.C.S. BRASS CAP MONUMENT, STAMPED 1965)

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UT, 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve.co

Box Elder County Recorder

Entry No. _____ Fee Paid _____
Filed For Record _____
And Recorded, _____
At _____ In Book _____
Of The Official Records, Page _____
Recorded For: _____
Box Elder County Recorder _____
Deputy. _____

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

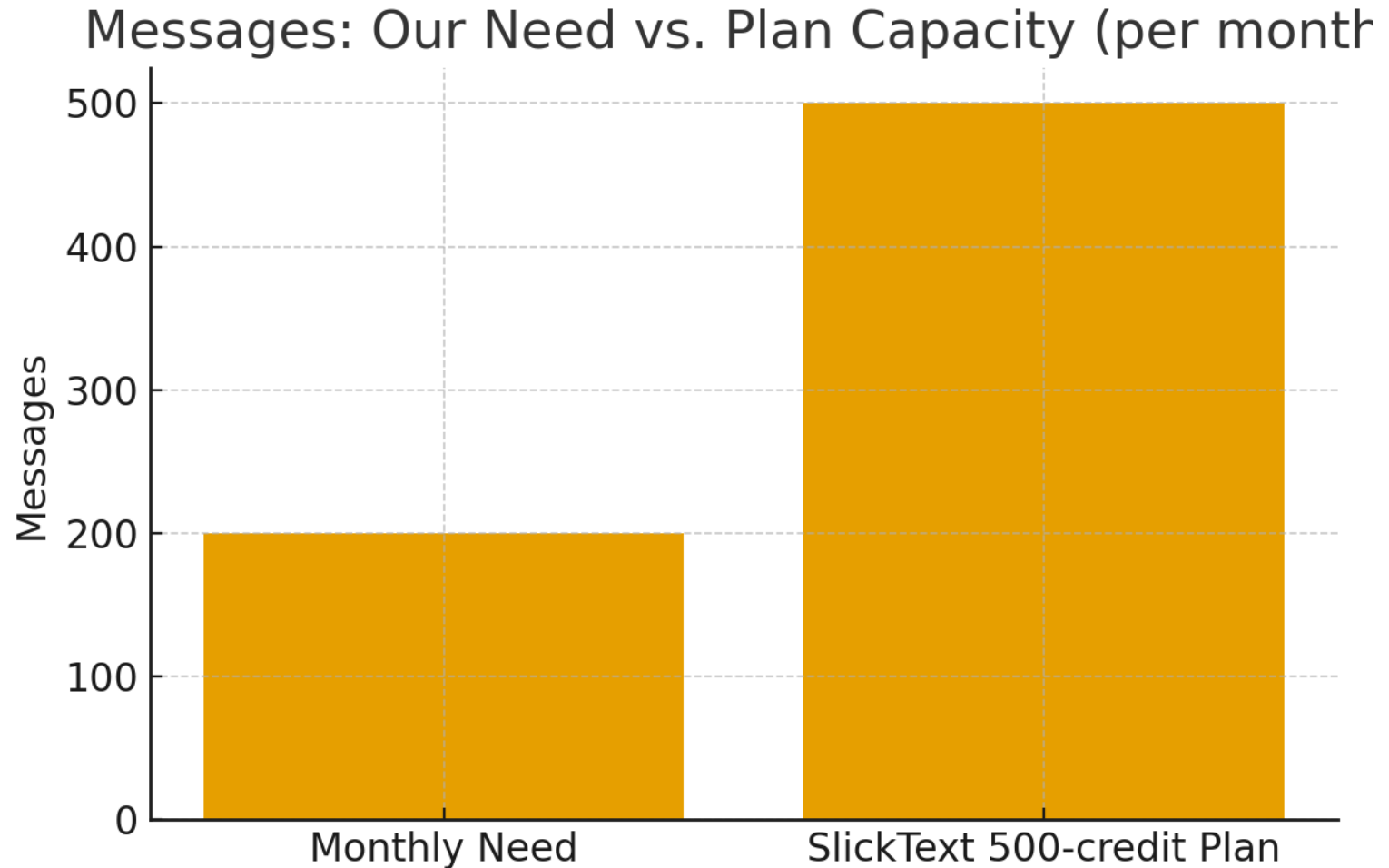
Month-to-Month

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

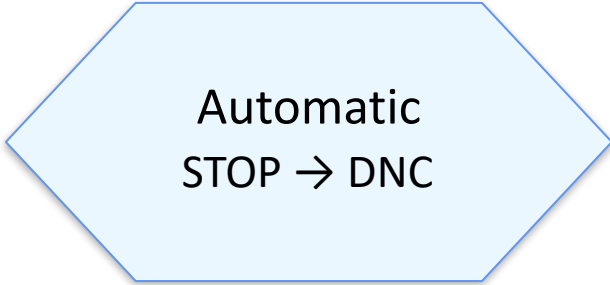


Setup Requirements (fast)

- 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 → 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 **may** 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.

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	Included
Calendar	Quick Links	Security for PCI Compliance	
Alert Center	Info Advanced	and Visitor Surges.	
Document Center	News Flash	DNS Domain Management	
Notify Me	Staff Directory	SSL Management	
Form Center	FAQs	Hosting and Security	
Website Optional Add-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

Munibit Demo Recap

From Walton Schilling <walton@munibit.com>

Date Tue 9/30/2025 11:10 AM

To Madison Brown <mbrown@willardcityut.gov>; Jeremy Kimpton <jkimpton@willardcityut.gov>

Hi Jeremy and Maddy,

Pleasure meeting you both earlier today! Wanted to send a brief recap of our conversation.

1. Features: <https://www.munibit.com/all-tools>

2. Pricing: \$159/mo to be paid annually. No additional fees.

**3 months free if you sign within 1 month of your demo (10/30/25)*

3. Demo Site: <https://app.membershipware.com/villageofnorthangercom/index>

4. Some Customer Sites...

<https://www.fennville.gov/>

<https://www.jamestownri.gov/>

<https://curtis-ne.gov/>

<https://www.manliusvillage.org/>

<https://www.cityofdillonsc.gov/>

Please feel free to reach out with any questions.

Thank you,

Walton Schilling

Account Manager

(314) 301-8987 | [Munibit.com](https://www.munibit.com)



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. Subject to Federal, State and Local Law. 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. Subject to City's Right to Use Public ROW. 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. Subject to Pre-Existing Property Interests. 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. No Grant of Property Interest. The Franchise does not grant or convey any property interest.
- 1.6. Non-Exclusive. 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. Fees. For and in consideration of the Franchise, Franchisee shall pay [to be determined].

- 2.2. Individual Permits Required. 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. Franchisee's Sole Cost and Expense. 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. Compliance with Laws. 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. Reasonable Care. 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. No Nuisance. 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. As-Built Drawings and Maps. 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. Network Design. 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. Post-Removal Restoration of Public ROW. 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. Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf.

4.2. Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law.

4.3. Authorized Individuals. 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. Obligations. 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. Conditions. 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. Limitation of Liability. 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. Security Bond. Franchisee will provide City with a performance bond in the amount of [to be determined] as security.
8. Insurance.
- 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. Termination by Franchisee. 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 11.1.3. 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. General Provisions. 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. Approval. 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. Severability. If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.

[Signature page follows]

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

Forged Fiber 37, LLC

Name: _____

Title: _____

Email: _____

Address:
311 S. Akard Street, 21st Floor
Dallas, TX 75202

Date:

EXECUTED this ____ day of _____, 2025.

ATTEST:

Date

CITY OF WILLARD, a Municipal Corporation

By _____
Mayor Date

APPROVED AS TO FORM:

Deputy City Attorney Date

TO: Willard City Council

FROM: Willard City Planning and Zoning

DATE: June 03, 2025

RE: Recommendation on Temporary Extended Stay Permit Fees – RV Parks

Background

In conjunction with the Planning and Zoning Commission's recent efforts to strengthen regulations around recreational vehicle (RV) parks—particularly those related to extended stays—a proposed ordinance amendment has been prepared to establish operational standards for RV park management (see attached ordinance draft).

During the Planning and Zoning Commission's review of these issues, commissioners expressed a desire to establish or increase permit fees for extended-stay RV park uses. While fee structures fall outside the formal scope of P&Z's authority under Utah Code and Willard City Code, their concerns reflect a broader interest in ensuring these uses are regulated fairly and that the City recovers reasonable administrative costs associated with permitting and enforcement.

Recommendation

The Planning Commission is recommending that the City Council adopt the proposed ordinance establishing operational standards for RV parks and include in its motion the following clarification regarding fees:

“Any fees associated with the administration of extended-stay permits or related enforcement will be set by Resolution of the City Council, consistent with current City policy. The Planning and Zoning Commission's input is appreciated and will be taken into consideration as part of the City's broader fee review process.”

Fee Authority and Process

- Under Utah Code § 10-9a-510, municipalities may charge fees for land use permits so long as the fee does not exceed the reasonable cost of processing the application.
- Willard City currently adopts and updates its fees by resolution, not ordinance.
- Extended-stay RV permits—if adopted—would fall under this rule and must reflect actual costs such as application review, staff time, and potential site inspection.
- Fees cannot be used for general revenue generation and must be substantiated by administrative cost studies.

Ongoing Fee Review

Willard City is actively engaged in a comprehensive review of its fee schedules and will be finalizing studies that will inform the following:

- Whether our current fees adequately cover staff and enforcement costs
- Whether new permit types (such as extended-stay permits) require dedicated processing fees
- How Willard's fees compare to those in similar Utah jurisdictions

This approach ensures any fee recommendations are not only legally defensible but also publicly transparent and equitably structured.

Summary

The Planning and Zoning Commission has raised valid operational concerns, and those concerns have been addressed through the accompanying ordinance update. However, the responsibility for setting and adopting fees remains solely with the City Council and must follow State law and City procedure. Staff recommends proceeding with adoption of the operational standards ordinance and continuing the fee discussion through the Council-led resolution process as part of Willard's broader cost recovery strategy.

**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: **AMENDMENT** "24.92.030 Location And Use" of the Willard City Zoning Code is hereby *amended* as follows:

A M E N D M E N T

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: **AMENDMENT** “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: **AMENDMENT** “24.92.60 Standards” of the Willard City Zoning Code is hereby *amended* as follows:

A M E N D M E N T

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, that 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: **AMENDMENT** “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: **ADOPTION** “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: **ADOPTION** “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: **ADOPTION** "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: **ADOPTION** “24.92.120 Temporary RV Use In Agricultural Zone” of the Willard City Zoning Code is hereby *added* as follows:

A D O P T I O N

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.

SECTION 9: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 10: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 11: EFFECTIVE DATE This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

SECTION 12: DIRECTION City staff is hereby authorized to make non-substantive corrections to formatting, numbering, punctuation, grammar, or typographical errors in this ordinance, provided that such corrections do not affect the intent or meaning of any provision. The Willard City Planner is further authorized to develop and publish administrative procedures, application forms, checklists, or interpretive guidance as necessary to implement the provisions of this ordinance, including the processing of Temporary Extended-Stay Permits and enforcement of operational requirements for recreational vehicle parks.

PASSED AND ADOPTED BY THE WILLARD CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Jacob Bodily	_____	_____	_____	_____
Rod Mund	_____	_____	_____	_____
Mike Braegger	_____	_____	_____	_____
Rex Christensen	_____	_____	_____	_____
Jordon Husley	_____	_____	_____	_____

Presiding Officer

Attest

Travis Mote, Mayor, Willard City

Susan O Bray, Recorder, Willard City

MEMORANDUM

TO: Willard City Mayor and City Council

FROM: Zac Burk, P.E.
Willard City Engineering 

RE: **Award Recommendation - 600 South Improvements Project**

Date: September 16th, 2025

On September 16th 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

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		Ridge Rock		Braegger & Sons		Next Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	ls	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 29,766.00	\$ 29,766.00
2	UPDES Storm Water Regulations (Over One Acre)	1	ls	\$ 6,500.00	\$ 6,500.00	\$ 7,300.00	\$ 7,300.00	\$ 4,500.00	\$ 4,500.00	\$ 8,210.00	\$ 8,210.00
3	Traffic Control	1	ls	\$ 8,500.00	\$ 8,500.00	\$ 10,500.00	\$ 10,500.00	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00
4	Roadway Excavation (750 cy net cut)	1	ls	\$ 5,000.00	\$ 5,000.00	\$ 39.50	\$ 39.50	\$ 8,300.00	\$ 8,300.00	\$ 15,750.00	\$ 15,750.00
5	Plug Existing 15" RCP Pipe	1	ea	\$ 1,300.00	\$ 1,300.00	\$ 1,100.00	\$ 1,100.00	\$ 900.00	\$ 900.00	\$ 780.00	\$ 780.00
6	Remove Existing Storm Drain Box	1	ea	\$ 1,200.00	\$ 1,200.00	\$ 825.00	\$ 825.00	\$ 2,500.00	\$ 2,500.00	\$ 850.00	\$ 850.00
7	Remove Existing 6" Waterline	50	lf	\$ 25.00	\$ 1,250.00	\$ 23.00	\$ 1,150.00	\$ 90.00	\$ 4,500.00	\$ 45.00	\$ 2,250.00
8	Remove Existing PRV & Valve Assembly	1	ls	\$ 10,200.00	\$ 10,200.00	\$ 1,350.00	\$ 1,350.00	\$ 8,500.00	\$ 8,500.00	\$ 4,800.00	\$ 4,800.00
9	Sawcut Asphalt	110	lf	\$ 3.00	\$ 330.00	\$ 0.95	\$ 104.50	\$ 7.00	\$ 770.00	\$ 4.00	\$ 440.00
10	Remove Asphalt	2,600	sy	\$ 2.50	\$ 6,500.00	\$ 2.95	\$ 7,670.00	\$ 6.00	\$ 15,600.00	\$ 5.45	\$ 14,170.00
11	Subgrade Soft Spot Repair	170	cy	\$ 40.00	\$ 6,800.00	\$ 40.50	\$ 6,885.00	\$ 55.00	\$ 9,350.00	\$ 55.80	\$ 9,486.00
12	Remove Concrete Flatwork	3,200	sf	\$ 3.00	\$ 9,600.00	\$ 0.82	\$ 2,624.00	\$ 2.50	\$ 8,000.00	\$ 0.80	\$ 2,560.00
13	Relocate Existing Sign	2	ea	\$ 110.00	\$ 220.00	\$ 225.00	\$ 450.00	\$ 250.00	\$ 500.00	\$ 400.00	\$ 800.00
14	Relocate Mailbox	10	ea	\$ 200.00	\$ 2,000.00	\$ 185.00	\$ 1,850.00	\$ 500.00	\$ 5,000.00	\$ 200.00	\$ 2,000.00
15	Remove Tree (36")	1	ea	\$ 5,000.00	\$ 5,000.00	\$ 1,450.00	\$ 1,450.00	\$ 3,500.00	\$ 3,500.00	\$ 4,860.00	\$ 4,860.00
16	Remove Tree (Smaller than 36")	2	ea	\$ 2,000.00	\$ 4,000.00	\$ 1,100.00	\$ 2,200.00	\$ 3,500.00	\$ 7,000.00	\$ 1,200.00	\$ 2,400.00
17	Clear and Grub Road Shoulder	1	ls	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 14,650.00	\$ 14,650.00
18	Pre-Lower Valve Box	2	ea	\$ 450.00	\$ 900.00	\$ 325.00	\$ 650.00	\$ 200.00	\$ 400.00	\$ 450.00	\$ 900.00
19	Pre-Lower Manhole	5	ea	\$ 450.00	\$ 2,250.00	\$ 425.00	\$ 2,125.00	\$ 500.00	\$ 2,500.00	\$ 450.00	\$ 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	\$ 450.00	\$ 900.00	\$ 450.00	\$ 900.00
21	Raise Manhole to New Grade with Concrete Collar	5	ea	\$ 700.00	\$ 3,500.00	\$ 990.00	\$ 4,950.00	\$ 550.00	\$ 2,750.00	\$ 600.00	\$ 3,000.00
22	Untreated Base Course (UTBC)	1,100	ton	\$ 25.00	\$ 27,500.00	\$ 2.20	\$ 2,420.00	\$ 19.00	\$ 20,900.00	\$ 23.80	\$ 26,180.00
23	HMA Pavement (3" Thick)	625	ton	\$ 100.00	\$ 62,500.00	\$ 105.00	\$ 65,625.00	\$ 110.00	\$ 68,750.00	\$ 99.68	\$ 62,300.00
24	New 15" Class III RCP Pipe	60	lf	\$ 115.00	\$ 6,900.00	\$ 55.00	\$ 3,300.00	\$ 47.00	\$ 2,820.00	\$ 80.00	\$ 4,800.00
25	New Double Catch Basin	2	ea	\$ 7,800.00	\$ 15,600.00	\$ 5,565.00	\$ 11,130.00	\$ 6,200.00	\$ 12,400.00	\$ 6,590.00	\$ 13,180.00
26	6" Concrete Flat Work	5,450	sf	\$ 17.00	\$ 92,650.00	\$ 6.85	\$ 37,332.50	\$ 9.50	\$ 51,775.00	\$ 6.25	\$ 34,062.50
27	30" Curb and Gutter	1,710	lf	\$ 32.00	\$ 54,720.00	\$ 32.00	\$ 54,720.00	\$ 29.00	\$ 49,590.00	\$ 25.00	\$ 42,750.00
28	Surface Restoration - Landscaping	1	ls	\$ 8,500.00	\$ 8,500.00	\$ 6,960.00	\$ 6,960.00	\$ 7,500.00	\$ 7,500.00	\$ 24,500.00	\$ 24,500.00
29	Relocate Water Meter	3	ea	\$ 3,500.00	\$ 10,500.00	\$ 2,100.00	\$ 6,300.00	\$ 2,300.00	\$ 6,900.00	\$ 650.00	\$ 1,950.00
30	Water Line Connection Assembly	1	ls	\$ 15,000.00	\$ 15,000.00	\$ 3,200.00	\$ 3,200.00	\$ 6,482.00	\$ 6,482.00	\$ 10,025.00	\$ 10,025.00
31	New 8" C900 DR-18 Water Line	35	lf	\$ 165.00	\$ 5,775.00	\$ 72.00	\$ 2,520.00	\$ 60.00	\$ 2,100.00	\$ 95.00	\$ 3,325.00
32	New 8" PRV Station	1	ea	\$ 80,000.00	\$ 80,000.00	\$ 71,000.00	\$ 71,000.00	\$ 89,000.00	\$ 89,000.00	\$ 82,381.00	\$ 82,381.00
33	Connect to UDOT Storm Drain Box	1	ea	\$ 3,500.00	\$ 3,500.00	\$ 2,800.00	\$ 2,800.00	\$ 6,500.00	\$ 6,500.00	\$ 3,260.00	\$ 3,260.00
TOTAL BASE BID				\$	481,695.00	\$	333,180.50	\$	424,687.00	\$	444,535.50

Actual Unit price affected read bid total

LeGrand Johnson		Post Asphalt & Construction		Marsh Construction		Asphalt Construction & Ex.		Staker & Parson Co.		Alpine Excavating	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 56,300.00	\$ 56,300.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,127.00	\$ 12,127.00	\$ 36,500.00	\$ 36,500.00	\$ 50,000.00	\$ 50,000.00
\$ 4,996.00	\$ 4,996.00	\$ 7,000.00	\$ 7,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,352.50	\$ 6,352.50	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00
\$ 4,326.00	\$ 4,326.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,352.50	\$ 6,352.50	\$ 5,500.00	\$ 5,500.00	\$ 16,120.00	\$ 16,120.00
\$ 22,000.00	\$ 22,000.00	\$ 16,000.00	\$ 16,000.00	\$ 15,962.00	\$ 15,962.00	\$ 13,860.00	\$ 13,860.00	\$ 22,000.00	\$ 22,000.00	\$ 11,350.00	\$ 11,350.00
\$ 2,168.00	\$ 2,168.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 1,155.00	\$ 1,155.00	\$ 950.00	\$ 950.00	\$ 1,500.00	\$ 1,500.00
\$ 787.00	\$ 787.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 577.50	\$ 577.50	\$ 316.00	\$ 316.00	\$ 1,200.00	\$ 1,200.00
\$ 99.00	\$ 4,950.00	\$ 65.00	\$ 3,250.00	\$ 30.00	\$ 1,500.00	\$ 17.33	\$ 866.50	\$ 51.60	\$ 2,580.00	\$ 105.00	\$ 5,250.00
\$ 2,676.00	\$ 2,676.00	\$ 5,500.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,310.00	\$ 2,310.00	\$ 2,215.00	\$ 2,215.00	\$ 5,000.00	\$ 5,000.00
\$ 2.00	\$ 220.00	\$ 5.00	\$ 550.00	\$ 5.00	\$ 550.00	\$ 6.35	\$ 698.50	\$ 6.00	\$ 660.00	\$ 4.55	\$ 500.50
\$ 5.65	\$ 14,690.00	\$ 3.00	\$ 7,800.00	\$ 6.87	\$ 17,862.00	\$ 2.89	\$ 7,514.00	\$ 4.40	\$ 11,440.00	\$ 7.00	\$ 18,200.00
\$ 60.00	\$ 10,200.00	\$ 75.00	\$ 12,750.00	\$ 70.00	\$ 11,900.00	\$ 75.08	\$ 12,763.60	\$ 97.00	\$ 16,490.00	\$ 125.00	\$ 21,250.00
\$ 1.00	\$ 3,200.00	\$ 1.25	\$ 4,000.00	\$ 2.00	\$ 6,400.00	\$ 5.20	\$ 16,640.00	\$ 1.69	\$ 5,408.00	\$ 2.50	\$ 8,000.00
\$ 455.00	\$ 910.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 635.25	\$ 1,270.50	\$ 480.00	\$ 960.00	\$ 750.00	\$ 1,500.00
\$ 900.00	\$ 9,000.00	\$ 400.00	\$ 4,000.00	\$ 500.00	\$ 5,000.00	\$ 981.75	\$ 9,817.50	\$ 1,032.10	\$ 10,321.00	\$ 550.00	\$ 5,500.00
\$ 1,489.00	\$ 1,489.00	\$ 2,500.00	\$ 2,500.00	\$ 5,500.00	\$ 5,500.00	\$ 2,079.00	\$ 2,079.00	\$ 3,430.00	\$ 3,430.00	\$ 1,200.00	\$ 1,200.00
\$ -	\$ -	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 981.75	\$ 1,963.50	\$ 1,185.00	\$ 2,370.00	\$ 350.00	\$ 700.00
\$ 1,751.00	\$ 1,751.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,352.50	\$ 6,352.50	\$ 10,050.00	\$ 10,050.00	\$ 12,500.00	\$ 12,500.00
\$ 458.00	\$ 916.00	\$ 350.00	\$ 700.00	\$ 400.00	\$ 800.00	\$ 340.73	\$ 681.46	\$ 470.00	\$ 940.00	\$ 1,100.00	\$ 2,200.00
\$ 489.00	\$ 2,445.00	\$ 350.00	\$ 1,750.00	\$ 400.00	\$ 2,000.00	\$ 404.25	\$ 2,021.25	\$ 500.00	\$ 2,500.00	\$ 650.00	\$ 3,250.00
\$ 912.00	\$ 1,824.00	\$ 600.00	\$ 1,200.00	\$ 700.00	\$ 1,400.00	\$ 606.38	\$ 1,212.76	\$ 932.00	\$ 1,864.00	\$ 1,150.00	\$ 2,300.00
\$ 633.00	\$ 3,165.00	\$ 700.00	\$ 3,500.00	\$ 775.00	\$ 3,875.00	\$ 802.73	\$ 4,013.65	\$ 650.00	\$ 3,250.00	\$ 500.00	\$ 2,500.00
\$ 30.00	\$ 33,000.00	\$ 22.00	\$ 24,200.00	\$ 34.18	\$ 37,598.00	\$ 32.34	\$ 35,574.00	\$ 36.00	\$ 39,600.00	\$ 18.00	\$ 19,800.00
\$ 89.00	\$ 55,625.00	\$ 103.00	\$ 64,375.00	\$ 113.30	\$ 70,812.50	\$ 102.01	\$ 63,756.25	\$ 94.00	\$ 58,750.00	\$ 107.00	\$ 66,875.00
\$ 88.00	\$ 5,280.00	\$ 95.00	\$ 5,700.00	\$ 100.00	\$ 6,000.00	\$ 173.25	\$ 10,395.00	\$ 107.00	\$ 6,420.00	\$ 80.00	\$ 4,800.00
\$ 4,931.00	\$ 9,862.00	\$ 7,000.00	\$ 14,000.00	\$ 7,200.00	\$ 14,400.00	\$ 5,197.50	\$ 10,395.00	\$ 3,123.00	\$ 6,246.00	\$ 4,500.00	\$ 9,000.00
\$ 12.00	\$ 65,400.00	\$ 11.00	\$ 59,950.00	\$ 8.00	\$ 43,600.00	\$ 12.71	\$ 69,269.50	\$ 11.58	\$ 63,111.00	\$ 12.50	\$ 68,125.00
\$ 30.00	\$ 51,300.00	\$ 38.00	\$ 64,980.00	\$ 24.00	\$ 41,040.00	\$ 38.12	\$ 65,185.20	\$ 32.00	\$ 54,720.00	\$ 39.00	\$ 66,690.00
\$ 2,900.00	\$ 2,900.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 28,875.00	\$ 28,875.00	\$ 2,630.00	\$ 2,630.00	\$ 9,500.00	\$ 9,500.00
\$ 2,798.00	\$ 8,394.00	\$ 2,100.00	\$ 6,300.00	\$ 2,000.00	\$ 6,000.00	\$ 635.25	\$ 1,905.75	\$ 706.00	\$ 2,118.00	\$ 1,800.00	\$ 5,400.00
\$ 10,327.00	\$ 10,327.00	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,507.50	\$ 7,507.50	\$ 6,751.00	\$ 6,751.00	\$ 6,500.00	\$ 6,500.00
\$ 168.00	\$ 5,880.00	\$ 95.00	\$ 3,325.00	\$ 200.00	\$ 7,000.00	\$ 179.03	\$ 6,266.05	\$ 587.60	\$ 20,566.00	\$ 540.00	\$ 18,900.00
\$ 63,254.00	\$ 63,254.00	\$ 97,000.00	\$ 97,000.00	\$ 100,000.00	\$ 100,000.00	\$ 120,120.10	\$ 120,120.10	\$ 140,000.00	\$ 140,000.00	\$ 105,000.00	\$ 105,000.00
\$ 2,050.00	\$ 2,050.00	\$ 3,100.00	\$ 3,100.00	\$ 6,500.00	\$ 6,500.00	\$ 2,310.00	\$ 2,310.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
\$	461,285.00	\$	477,830.00	\$	481,999.50	\$	532,188.57	\$	547,356.00	\$	557,410.50

Actual Unit price affected read bid total

Bowen Construction		3XL		Forefront General Contracting		Allied Underground		Geneva		Landmark	
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
\$ 35,000.00	\$ 35,000.00	\$ 46,266.00	\$ 46,266.00	\$ 25,750.00	\$ 25,750.00	\$ 51,050.00	\$ 51,050.00	\$ 40,000.00	\$ 40,000.00	\$ 73,780.00	\$ 73,780.00
\$ 5,500.00	\$ 5,500.00	\$ 4,566.00	\$ 4,566.00	\$ 12,185.00	\$ 12,185.00	\$ 19,700.00	\$ 19,700.00	\$ 7,000.00	\$ 7,000.00	\$ 17,830.00	\$ 17,830.00
\$ 3,850.00	\$ 3,850.00	\$ 7,688.00	\$ 7,688.00	\$ 33,600.00	\$ 33,600.00	\$ 13,250.00	\$ 13,250.00	\$ 12,000.00	\$ 12,000.00	\$ 40,880.00	\$ 40,880.00
\$ 26,000.00	\$ 26,000.00	\$ 34,875.00	\$ 34,875.00	\$ 36,000.00	\$ 36,000.00	\$ 8,600.00	\$ 8,600.00	\$ 37,500.00	\$ 37,500.00	\$ 23,910.00	\$ 23,910.00
\$ 1,050.00	\$ 1,050.00	\$ 861.00	\$ 861.00	\$ 775.00	\$ 775.00	\$ 1,150.00	\$ 1,150.00	\$ 310.00	\$ 310.00	\$ 1,100.00	\$ 1,100.00
\$ 825.00	\$ 825.00	\$ 623.00	\$ 623.00	\$ 1,300.00	\$ 1,300.00	\$ 1,290.00	\$ 1,290.00	\$ 450.00	\$ 450.00	\$ 1,295.00	\$ 1,295.00
\$ 10.00	\$ 500.00	\$ 42.00	\$ 2,100.00	\$ 25.85	\$ 1,292.50	\$ 18.20	\$ 910.00	\$ 41.90	\$ 2,095.00	\$ 13.00	\$ 650.00
\$ 1,250.00	\$ 1,250.00	\$ 489.00	\$ 489.00	\$ 7,600.00	\$ 7,600.00	\$ 3,850.00	\$ 3,850.00	\$ 10,000.00	\$ 10,000.00	\$ 2,385.00	\$ 2,385.00
\$ 5.00	\$ 550.00	\$ 4.00	\$ 440.00	\$ 5.20	\$ 572.00	\$ 3.10	\$ 341.00	\$ 3.50	\$ 385.00	\$ 5.00	\$ 550.00
\$ 6.50	\$ 16,900.00	\$ 4.83	\$ 12,558.00	\$ 4.70	\$ 12,220.00	\$ 6.32	\$ 16,432.00	\$ 4.10	\$ 10,660.00	\$ 11.00	\$ 28,600.00
\$ 75.00	\$ 12,750.00	\$ 76.37	\$ 12,982.90	\$ 87.25	\$ 14,832.50	\$ 29.59	\$ 5,030.30	\$ 100.00	\$ 17,000.00	\$ 76.50	\$ 13,005.00
\$ 1.50	\$ 4,800.00	\$ 0.81	\$ 2,592.00	\$ 2.05	\$ 6,560.00	\$ 5.45	\$ 17,440.00	\$ 0.45	\$ 1,440.00	\$ 1.10	\$ 3,520.00
\$ 825.00	\$ 1,650.00	\$ 325.00	\$ 650.00	\$ 280.00	\$ 560.00	\$ 250.00	\$ 500.00	\$ 410.00	\$ 820.00	\$ 424.00	\$ 848.00
\$ 675.00	\$ 6,750.00	\$ 289.00	\$ 2,890.00	\$ 112.00	\$ 1,120.00	\$ 350.00	\$ 3,500.00	\$ 720.00	\$ 7,200.00	\$ 678.00	\$ 6,780.00
\$ 5,500.00	\$ 5,500.00	\$ 2,786.00	\$ 2,786.00	\$ 6,225.00	\$ 6,225.00	\$ 2,135.00	\$ 2,135.00	\$ 1,930.00	\$ 1,930.00	\$ 3,935.00	\$ 3,935.00
\$ 1,350.00	\$ 2,700.00	\$ 1,356.00	\$ 2,712.00	\$ 3,110.00	\$ 6,220.00	\$ 1,635.00	\$ 3,270.00	\$ 995.00	\$ 1,990.00	\$ 1,360.00	\$ 2,720.00
\$ 31,500.00	\$ 31,500.00	\$ 8,169.00	\$ 8,169.00	\$ 8,165.00	\$ 8,165.00	\$ 11,900.00	\$ 11,900.00	\$ 13,350.00	\$ 13,350.00	\$ 5,160.00	\$ 5,160.00
\$ 175.00	\$ 350.00	\$ 389.00	\$ 778.00	\$ 445.00	\$ 890.00	\$ 350.00	\$ 700.00	\$ 290.00	\$ 580.00	\$ 1,590.00	\$ 3,180.00
\$ 350.00	\$ 1,750.00	\$ 489.00	\$ 2,445.00	\$ 445.00	\$ 2,225.00	\$ 450.00	\$ 2,250.00	\$ 410.00	\$ 2,050.00	\$ 1,785.00	\$ 8,925.00
\$ 425.00	\$ 850.00	\$ 750.00	\$ 1,500.00	\$ 795.00	\$ 1,590.00	\$ 465.00	\$ 930.00	\$ 700.00	\$ 1,400.00	\$ 1,090.00	\$ 2,180.00
\$ 475.00	\$ 2,375.00	\$ 1,250.00	\$ 6,250.00	\$ 795.00	\$ 3,975.00	\$ 655.00	\$ 3,275.00	\$ 845.00	\$ 4,225.00	\$ 1,090.00	\$ 5,450.00
\$ 30.00	\$ 33,000.00	\$ 16.00	\$ 17,600.00	\$ 34.00	\$ 37,400.00	\$ 23.06	\$ 25,366.00	\$ 33.20	\$ 36,520.00	\$ 40.00	\$ 44,000.00
\$ 120.00	\$ 75,000.00	\$ 116.30	\$ 72,687.50	\$ 110.00	\$ 68,750.00	\$ 157.50	\$ 98,437.50	\$ 125.10	\$ 78,187.50	\$ 108.00	\$ 67,500.00
\$ 155.00	\$ 9,300.00	\$ 76.82	\$ 4,609.20	\$ 142.00	\$ 8,520.00	\$ 84.69	\$ 5,081.40	\$ 153.00	\$ 9,180.00	\$ 100.00	\$ 6,000.00
\$ 5,400.00	\$ 10,800.00	\$ 6,043.00	\$ 12,086.00	\$ 8,010.00	\$ 16,020.00	\$ 6,252.00	\$ 12,504.00	\$ 8,145.00	\$ 16,290.00	\$ 5,520.00	\$ 11,040.00
\$ 9.00	\$ 49,050.00	\$ 12.05	\$ 65,672.50	\$ 48.00	\$ 261,600.00	\$ 11.42	\$ 62,239.00	\$ 11.10	\$ 60,495.00	\$ 9.00	\$ 49,050.00
\$ 44.00	\$ 75,240.00	\$ 57.00	\$ 97,470.00	\$ 34.00	\$ 58,140.00	\$ 46.76	\$ 79,959.60	\$ 34.80	\$ 59,508.00	\$ 40.50	\$ 69,255.00
\$ 3,850.00	\$ 3,850.00	\$ 16,322.00	\$ 16,322.00	\$ 10,000.00	\$ 10,000.00	\$ 18,050.00	\$ 18,050.00	\$ 5,840.00	\$ 5,840.00	\$ 55,470.00	\$ 55,470.00
\$ 5,500.00	\$ 16,500.00	\$ 1,317.00	\$ 3,951.00	\$ 5,500.00	\$ 16,500.00	\$ 1,069.00	\$ 3,207.00	\$ 3,910.00	\$ 11,730.00	\$ 2,095.00	\$ 6,285.00
\$ 12,000.00	\$ 12,000.00	\$ 11,635.00	\$ 11,635.00	\$ 8,650.00	\$ 8,650.00	\$ 7,426.00	\$ 7,426.00	\$ 8,450.00	\$ 8,450.00	\$ 14,530.00	\$ 14,530.00
\$ 300.00	\$ 10,500.00	\$ 86.00	\$ 3,010.00	\$ 552.00	\$ 19,320.00	\$ 384.98	\$ 13,474.30	\$ 680.00	\$ 23,800.00	\$ 60.50	\$ 2,117.50
\$ 115,000.00	\$ 115,000.00	\$ 123,785.00	\$ 123,785.00	\$ 87,000.00	\$ 87,000.00	\$ 114,650.00	\$ 114,650.00	\$ 135,000.00	\$ 135,000.00	\$ 135,100.00	\$ 135,100.00
\$ 2,400.00	\$ 2,400.00	\$ 3,585.00	\$ 3,585.00	\$ 2,175.00	\$ 2,175.00	\$ 4,420.00	\$ 4,420.00	\$ 1,655.00	\$ 1,655.00	\$ 3,070.00	\$ 3,070.00
\$	575,040.00	\$	586,634.10	\$	777,732.00	\$	612,318.10	\$	619,040.50	\$	710,100.50

Leon Poulsen		BHI	
Unit Price	Total	Unit Price	Total
\$ 68,250.00	\$ 68,250.00	\$ 25,750.00	\$ 25,750.00
\$ 2,000.00	\$ 2,000.00	\$ 12,185.00	\$ 12,185.00
\$ 14,500.00	\$ 14,500.00	\$ 33,600.00	\$ 33,600.00
\$ 29,500.00	\$ 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
\$ 9,500.00	\$ 9,500.00	\$ 7,600.00	\$ 7,600.00
\$ 5.00	\$ 550.00	\$ 5.20	\$ 572.00
\$ 7.00	\$ 18,200.00	\$ 4.70	\$ 12,220.00
\$ 105.00	\$ 17,850.00	\$ 87.25	\$ 14,832.50
\$ 2.55	\$ 8,160.00	\$ 2.05	\$ 6,560.00
\$ 450.00	\$ 900.00	\$ 280.00	\$ 560.00
\$ 500.00	\$ 5,000.00	\$ 112.00	\$ 1,120.00
\$ 3,000.00	\$ 3,000.00	\$ 6,225.00	\$ 6,225.00
\$ 1,500.00	\$ 3,000.00	\$ 3,110.00	\$ 6,220.00
\$ 14,500.00	\$ 14,500.00	\$ 8,165.00	\$ 8,165.00
\$ 250.00	\$ 500.00	\$ 445.00	\$ 890.00
\$ 400.00	\$ 2,000.00	\$ 445.00	\$ 2,225.00
\$ 425.00	\$ 850.00	\$ 795.00	\$ 1,590.00
\$ 565.00	\$ 2,825.00	\$ 795.00	\$ 3,975.00
\$ 36.00	\$ 39,600.00	\$ 34.00	\$ 37,400.00
\$ 110.00	\$ 68,750.00	\$ 110.00	\$ 68,750.00
\$ 174.00	\$ 10,440.00	\$ 142.00	\$ 8,520.00
\$ 8,600.00	\$ 17,200.00	\$ 8,010.00	\$ 16,020.00
\$ 13.75	\$ 74,937.50	\$ 48.00	\$ 261,600.00
\$ 32.00	\$ 54,720.00	\$ 34.00	\$ 58,140.00
\$ 62,000.00	\$ 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
\$	720,157.50	\$	777,732.00

Resolution 2025-15

A Resolution Declaring Certain Items as Surplus Property and Authorizing Their Disposal

WHEREAS, Willard City has identified various items that are no longer needed for municipal operations, and

WHEREAS, these items have been reviewed and determined to be obsolete, non-functional, or otherwise surplus to the needs of Willard City, and

WHEREAS, it is in the best interest of Willard City to dispose of said items in accordance with applicable laws and policies;

NOW, THEREFORE, BE IT RESOLVED by the Willard City Council, State of Utah, that the items listed in the attached Exhibit A are hereby declared surplus property;

BE IT FURTHER RESOLVED that the City Manager is authorized to dispose of the surplus items by means of public auction;

BE IT FURTHER RESOLVED that any proceeds from the disposal shall be returned to Willard City's General Fund or designated departmental budget.

PASSED AND APPROVED this ____ day of _____, 2025.

Hulsey	Yes _____	Nay _____
Christensen	Yes _____	Nay _____
Braegger	Yes _____	Nay _____
Mund	Yes _____	Nay _____
Bodily	Yes _____	Nay _____

ATTEST:

Willard City:

City Recorder

By: _____
Mayor Travis Mote

Exhibit A – Surplus Items List

Fire Truck – 1990 GMC – Vin: 1GDJK34N2LE54737



Blue Truck: - 2004 F-150 – VIN: 1FTRW14W74KD23272



Side by Side #1 – 2005 POLARIS RANGER, ATV – VIN: 4XARB50A85D723254



Side By Side #2 – 2002 POLARIS RANGER, ATV – VIN: 4XARB42A92D825195



Old Snow Plow:



Old White Flat Bed Trailer:



White F-150: - 2023 F-150, VIN: 1FTFW1E84PKE13325



Old Fire Truck:

Stove from Kitchen:



Oven from the 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 AGRICULTURE 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

02-051-0262

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.

PASSED AND APPROVED by the Willard City Council on this 27th day of February, 2025.

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

ATTEST:

Willard City:

City Recorder

By: _____
Mayor Travis Mote

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

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2025 (the “Effective Date”), by and between the CITY OF WILLARD, a Utah municipal corporation, hereinafter referred to as “CITY,” and _____, a Utah limited liability company, hereinafter referred to as “Developer.” The CITY and Developer are hereinafter collectively referred to as “Parties.”

RECITALS

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

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

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

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

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

AGREEMENT

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

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

2. Zoning. The Property shall be developed in accordance with (i) the requirements of the Master Planned Community Zone as shown on EXHIBIT B, (ii) CITY public works standards, (iii) applicable provisions of CITY Zoning Code, (iv) all other features as generally shown on the Preliminary Site Plan, and (v) this Agreement. The Developer shall not seek to develop the Property in a manner that Deviates Materially from the attached Preliminary Site Plan in EXHIBIT C except as approved by the Willard City Council after receiving a recommendation from the Willard City Planning Commission on the Developer’s proposed changes to the Preliminary Site Plan. The term “Deviates Materially” shall not include, for example, minor survey adjustments to the locations of lot lines, utilities and public improvements or the substitution of landscaping products for similar products, but shall include changes in project access, increase in residential housing density from the Preliminary Site Plan, increase in the overall number of units in the development, changes in average lot size, changes that would not be permitted under the City’s Ordinances or building codes, and changes in the size, general location and specifications of utilities, roads, and public improvements.

3. Governing Standards. Developer will submit a Preliminary Site Plan in a form and detail acceptable to the CITY as provided below. Prior to the approval by the CITY of any phase of the Project, Developer shall submit final project plans for such phase (the “*Final Project Plans*”), together with all other documentation, applications and submissions required and deemed necessary by the CITY for compliance of such phase of the Project with the CITY Zoning and Land Use Ordinances and the Master Planned Community Zone Ordinance. Final Project Plans

for each phase of the project shall include all improvements required by this Agreement, the ordinances and construction standards of the CITY, including setbacks, infrastructure, utilities, landscaping, open space, easements, grading, drainage, fences, sound barriers and architectural design as necessary under the CITY Ordinances to obtain CITY approval. If the CITY rejects or requests modifications to any portion of the Final Project Plans, Developer shall cause new or corrected Final Project Plans to be prepared and submitted to the CITY. All portions of the Project must be developed in accordance with the Master Planned Community Zone Ordinance, the Preliminary Site Plan, the approved Final Project Plans, the CITY ordinances, the construction standards of the CITY and those specific approvals that Developer may request and the CITY may hereafter approve. No material amendments or modifications to the Final Project Plans shall be made by Developer without the prior written approval of the Willard City Council which shall not be unreasonably withheld.

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

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

6. Building Permits. For each phase of the project, Developer shall provide all documents and information necessary for the issuance of a building permit by the CITY for infrastructure improvements, including specific construction plans and specifications for all required project improvements, engineering plans, construction financing documentation, surety bond, general contractor agreements, budget, evidences of insurance, construction schedule, and similar matters, shall be submitted by Developer. Prior to the issuance of building permits for homes or other vertical construction, Developer shall also provide evidence that all individual lots within the final plat for each phase of the project have been staked by a licensed surveyor, installation of the public water lines, secondary water lines and stubs to each lot, charged fire hydrants, sanitary sewer lines and stubs to each lot, fiber optic conduit (by Developer or the applicable provider), street lights and public streets (including all weather access, curb, gutter, and pavement with at least the base course completed), certifying such structures have been completed and accepted by the CITY. Developer shall dedicate to CITY sufficient water rights to satisfy the anticipated future water needs of the Property and ensure sufficient water per ERU for Developer's project as determined by the CITY Engineer and CITY Zoning Code. The CITY may not issue building permits until such time as the City Engineer has confirmed in writing that the water rights to be dedicated are free of any lien or encumbrance, and Developer has installed the above-mentioned subdivision improvements in a manner consistent with the CITY public work standards and acceptable to the City Engineer.

7. Certificate of Occupancy. No Certificates of Occupancy shall be issued by the CITY for any structure within the applicable phase of the Project until water, sewer, and gas lines to the structure are installed and functional, street signs are installed, and all electric lines are installed and functional.

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

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

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

a. Guaranteed Density and Uses. CITY specifically acknowledges that at build-out Developer shall be entitled to a total overall density of 96 ERUs within the Project. That density equals approximately 2.5 residential units to the acre. The Developer shall provide a table on the preliminary plat with each phase of development the total number of ERUs that have been approved for the total project. Absent written approval by the Willard City Council, Developer may not increase the overall density or number of units in the development. Additionally, with the execution of this Agreement, Developer may only develop the Project for residential development and any other uses within the Project are not approved and are strictly prohibited.

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

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

b. Unless otherwise specifically approved by the CITY Council and clearly labeled on the final subdivision plat, all roads within the Project shall be public roads and shall

conform to the CITY's master road plan. Upon final acceptance of such roads as having been constructed in conformity with all approved plans and CITY standards, CITY shall be responsible for maintenance of the roads at the same level of maintenance applicable to other similar roads within the CITY. CITY shall not be responsible for maintenance of any private road within the Project.

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

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

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

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

13. Secondary water improvements. The developer desires to create a secondary water company to provide secondary water service for the development. It is contemplated that the City and the Developer will use existing water rights and other resources necessary to achieve this service.

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

15. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the CITY Ordinances, the goals and policies of the CITY's General Plan, and Master Planned Community Zone Ordinance in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are contractual. The Parties specifically intend that the execution of this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509. However, Developer agrees and acknowledges that upon execution of this Agreement, Developer's approval and Vested rights are contingent upon commencement of the first phase of the Project, and each subsequent phase thereafter, being pursued with diligence and consistency within one (1) year of approval of the Master Planned Community Zone. In the event Developer does not proceed with the commencement of work on the Project with diligence then such approval of the Project shall lapse, and Developer's vested rights be deemed null and void.

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

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

17. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the CITY and which are required to comply with State and Federal laws and regulations affecting the Project;

18. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the

State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare; or,

19. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the CITY to all properties, applications, persons and entities similarly situated.

20. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the CITY (or a portion of the CITY as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

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

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

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

21. Inspection and Approval by the City. The CITY may, at its option, perform periodic inspections of Developer's records of the project related to compliance with this Agreement and the Final Project Plans, and of the public improvements being installed and constructed by Developer or Developer's contractors and hold preconstruction meetings with Developer and such contractors as deemed necessary by CITY. Developer shall warrant the materials and workmanship of all public improvements installed in the project for a period of twelve (12) months from and after the date of final inspection and approval by the CITY of the public improvements.

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

23. Default. An “Event of Default” shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 60-day period, a party shall not be in default so long as that party commences to cure the default within that 60-day period and diligently continues such cure in good faith until complete.

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

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

b. If CITY elects to consider terminating this Agreement due to a Default by Developer, then CITY shall give to Developer written notice of CITY’s intent to terminate this Agreement and the matter shall be scheduled for consideration and review by CITY’s legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If CITY’s legislative body determines that a material uncured Default has occurred and is continuing, CITY may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

25. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute a Default by Developer, for which CITY may elect to terminate the agreement in accordance with Section 8 above: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or CITY ordinances, (c) the Developer’s failure to comply with the requirements of any Section above, or (d) Developer’s failure, without good cause as determined in good faith by CITY, for a period of one (1) year to commence construction of improvements in any new development phase, including the initial

phase I. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of CITY hereunder shall cease. In the event Developer is not able to commence construction of improvements of the project or any new phase of development within a one (1) year period, Developer may request an extension of time from the Willard City Council of which said request should not be unreasonably withheld.

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

To the Developer:

(Insert Address)

Phone:

To the City: CITY OF WILLARD
80 W. 50 S.
Willard, Utah 84302
(435) 734-9881

27. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

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

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

d. Third Party Rights. The Parties to this Agreement are Developer and City. There are no other intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the CITY has no interest in, responsibility for, or duty to any third parties concerning any

improvements to the Property unless the CITY has accepted the dedication of such improvements

e. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement will be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

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

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

h. Performance. Each party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

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

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

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

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

m. Termination.

- i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Box Elder County Recorder within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the CITY shall have the right, but not the obligation, at the sole discretion of the CITY Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term may be extended by mutual agreement of the Parties.
- ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the CITY and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

No Assignment Without the City's Written Consent. The CITY is willing to enter into this Agreement because Developer has represented that it has the ability and experience to, and has committed to, develop the Project. Developer may not assign this Agreement or any of Developer's rights hereunder without the prior written consent of the CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignee approved by the CITY shall consent to be bound by the terms of this Agreement as a condition of the assignment. The CITY agrees that the City's consent to any such assignment may be granted by the CITY's Mayor and that the consent of the Willard City Council or a public hearing process shall not be required. Any assignment consented to by the CITY shall not relieve Developer or transferee or successor of any obligations, conditions or restrictions set forth herein, or deprive or limit the CITY of or with respect to any rights or remedies or controls with respect to the Property, except to the extent such terms are specifically set forth in a writing approved and executed by the CITY with the approval of their governing bodies. The Property must at all times be under single ownership or a single owner agent, provided that any phase of the Project for which Developer has completed all of its obligations under this Agreement with respect to such phase may be sold by Developer without restriction of this Section.

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

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

30. Entire Agreement. This Agreement, together with the exhibits attached hereto, and all regulatory approvals given by the CITY for the Project, contain the entire Agreement of the

parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements and regulatory approvals. This Agreement may be executed in multiple counterparts, which together shall constitute one and the same document.

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

32. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

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

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

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

CITY: CITY OF WILLARD

ATTEST:

By: _____
CITY Recorder

By: _____
Mayor

DEVELOPER:

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 §
COUNTY OF UTAH)

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


Notary Public
Residing at:

EXHIBIT A
Legal Description Parcel:

EXHIBIT B
Zoning Amendment

EXHIBIT C SITE PLAN



DRAWING TITLE THE ORCHARDS AT WILLARD PHASE 3-6 PART OF SECTION 26 & 27, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN WILLARD, UTAH	No. REVISIONS / SUBMISSIONS DATE	OWNER/DEVELOPER HERITAGE LAND DEVELOPMENT LLC ATTN: GARTH DAY 470 N 2450 W TREMONTON, UTAH 84337 435-730-8208	<div style="text-align: center;">  ALLIANCE CONSULTING ENGINEERS </div> 150 EAST 200 NORTH SUITE P LOGAN, UTAH 84321 (435)755-5121
DRAWING TITLE PRELIMINARY PLAT	RECEIVED : CAD FILE : PROJECT NO. :	DRAWN : 	

