

## Willard City Corporation

435-734-9881  
80 W 50 S  
PO Box 593  
Willard, Utah 84340  
[www.willardcityut.gov](http://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, November 13, 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

4. Presentation/Discussion by Mayor DJ Bott & Derek Oyler with Brigham City regarding EMS and Fire Services.

#### 5. New Business

- a. 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.
- b. Discussion/Approval of Resolution 2025-16 The Willard City Privacy Program Policy
- c. Discussion/Adopting Resolution 2025-17 regarding updated fee schedule
- d. Discussion Regarding Placement of Coke Vending Machine for Mr. Rona
- e. Discussion and Appointment of City Attorney to replace Colt Mund
- f. Discussion and Approval of the Telecommunications Franchise Agreement

#### 5. Minutes

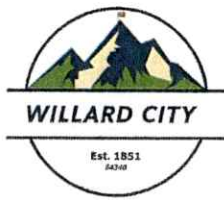
- a. Approval for October 23, 2025, minutes.

#### 6. Financial

- a. Warrants, Vouchers, Reports

#### 7. Department Reports

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



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### **8. Council Member Reports**

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

### **9. Next agenda – December 11, 2025**

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

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

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

### **13. City Attorney's Report**

### **14. City Recorder's Report**

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

### **16. Adjourn**

/s/ Diana Mund

Willard City

Posted November 10, 2025

**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 prevailing 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:

**BEFORE AMENDMENT**

**24.92.030 Location And Use**

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

- A. Recreational Vehicle Parks shall be generally located:
  - 1. Adjacent to or in close proximity to a major traffic artery or highway.
  - 2. Within or adjacent to a mobile home park.
- B. No Space or spaces within a Recreational Vehicle Park shall be rented or leased to any owner or a Recreational Vehicle or one individual Recreational Vehicle for more than ninety (90) consecutive days, nor shall any space or spaces within a Recreational Vehicle Park be rented or leased to any one individual recreational vehicle for a period longer than ninety (90) days within a three- hundred sixty-five (365) day period, except under the following circumstances and conditions:

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 twelve (12) consecutive months with the option of renewal with a new letter from the employer at the end of the twelve (12) month period. Long-term use will be limited to one-quarter (1/4) of the spaces available in the Recreational Vehicle Park.
  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.
- C. 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.
- D. 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.
- E. Recreational Vehicle 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.
- F. 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 or arterial street; and
3. Separate ingress and egress shall be provided for Recreational Vehicles when required by the Planning Commission.

#### AFTER AMENDMENT

##### 24.92.030 Location And Use

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

~~A.~~ A. Recreational Vehicle Parks shall be generally located:

1. Adjacent to or in close proximity to a major traffic artery or highway.
2. Within or adjacent to a mobile home park.

~~B. No space or spaces within a Recreational Vehicle Park shall be rented or leased to any owner or a Recreational Vehicle or one individual Recreational Vehicle for more than ninety (90) consecutive days, nor shall any space or spaces within a Recreational Vehicle Park be rented or leased to any one individual recreational vehicle for a period longer than ninety (90) days within a three-hundred sixty-five (365) day period, except under the following circumstances and conditions:~~ Occupancy within a Recreational Vehicle Park shall be limited to a maximum of twelve (12) consecutive months. A one-time extension of up to six (6) additional months may be granted upon payment of an extended stay fee, which shall be established by resolution of the Willard City Council as part of the prevailing fee schedule.

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 twelve (12) consecutive months with the option of renewal with a new letter from the employer at the end of the twelve (12) month period. Long-term use will be limited to one-quarter (1/4) of the spaces available in the Recreational Vehicle Park. 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.~~
3. 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.

4. Extended Stay Permit and Fee Collection Process

a. Any occupancy of a Recreational Vehicle (RV) space beyond twelve (12) consecutive months shall require an Extended Stay Permit issued by Willard City. The permit shall authorize a one-time extension of up to six (6) additional months and the permit shall not be valid unless accompanied by payment of the RV Extended Stay Fee, as established by resolution of the Willard City Council.

b. Park Operator Responsibilities

(1) No Recreation Vehicle Park operator shall allow an RV to remain beyond twelve (12) months without first verifying that the permit has been issued and fee paid.

(2) Recreational Vehicle Park operators shall maintain accurate records of all RV space occupancies, including:

(A) Occupant name

(B) RV license plate and registration number

(C) Dates of arrival and departure

(D) Operators shall submit a monthly occupancy report to the City identifying any RVs approaching the twelve (12) month threshold.

(E) Operators shall notify the City in writing of any request for an extended stay and shall not approve such requests independently.

c. Enforcement and Penalties

(1) Failure to comply with the requirements of this section may result in:

(2) Suspension or revocation of the RV Park's business license or conditional use permit;

(3) Other remedies as provided by law.

(4) The City may conduct periodic audits of RV Park records to ensure compliance with this section.

d. Administrative Authority The City may be authorized to develop and implement administrative procedures, forms, and reporting templates necessary to carry out the provisions of this section.

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.

C. 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.
- D. 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.
- E. 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~~<sup>years</sup>. 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~~<sup>quarters</sup> in a sales lot in a commercial or manufacturing district when such use is a permitted or conditional use.
- F. 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:

#### BEFORE AMENDMENT

##### 24.92.040 Requirements For Approval

Recreational Vehicle Park or campground may not be constructed unless first approved by the Planning Commission. 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 in which it is to be located.
- B. Be located on a parcel of land of not less than five (5) acres, unless attached to a mobile home park, in which case no minimum area is required.
- 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 12-705 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.

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.

## AFTER 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 ~~in~~ which it is to be located.
- B. Be located on a parcel of land of not less than five (5) acres, ~~unless attached to a mobile home park, in which case no minimum area is required.~~
- 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 ~~12-705~~ 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:

#### BEFORE AMENDMENT

##### 24.92.60 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.

- 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.
- 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 storage and solid waste receptacles, outside of the confines of any Recreational Vehicle must be housed in a closed structure compatible in design and construction to any service buildings within the Recreational Vehicle Park and approved by the Planning Commission. The service buildings shall be constructed in accordance with Willard City building codes and kept in good repair.
- K. A launderette for convenience of the park occupants but not for the general public, may be included in the Recreational Vehicle Park.

## AFTER AMENDMENT

### 24.92.60060 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 laundrette 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:

BEFORE AMENDMENT

24.92.70 Violations, Enforcement And Penalties

AFTER AMENDMENT

24.92.~~70~~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:

BEFORE ADOPTION

24.92.090 RV Park Operational Requirements (Non-existent)

AFTER 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:

BEFORE ADOPTION

24.92.100 Calls For Service (Non-existent)

AFTER 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:

BEFORE ADOPTION

24.92.110 Annual Calls For Service (Non-existent)

AFTER 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 to operate in 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:

#### BEFORE ADOPTION

24.92.120 Temporary RV Use In Agricultural Zone (Non-existent)

#### AFTER ADOPTION

24.92.120 Temporary RV Use In Agricultural Zone(*Added*)

- A. Purpose: To regulate the temporary use of recreational vehicles (RVs) on agricultural properties, ensuring compliance with health, safety, and environmental standards while supporting agricultural operations.
- B. Permit Requirements
  1. Property owners must obtain a temporary RV use permit from the Willard City Planner.
  2. The permit must specify the duration of RV use, not to exceed eighteen (18) months.
  3. Permits are renewable upon inspection and approval by Willard City Public Works Department
- C. Waste Disposal
  1. RVs must utilize an approved waste disposal system that complies with the Utah Administrative Code R315-301 through R315-311, which outlines standards for solid waste management, including facility design, operation, and closure.
  2. All sewage and greywater must be disposed of in accordance with Utah Code Title 19, Chapter 6, which governs waste management and radiation control.
  3. Property owners must provide documentation of compliance with these standards, including proof of connection to an approved sewage disposal system or access to a licensed waste disposal service.
  4. RVs must not discharge waste directly onto the ground or into unauthorized systems, as prohibited by state law.
- D. Water and utilities. RVs must have access to a potable water source and meet fire safety standards as specified by local regulations.
- E. Zoning Standards:
  1. RV use under this ordinance is limited to properties located within designated agricultural zones.
  2. The property must consist of a minimum of 25 contiguous acres of farmland actively used for agricultural purposes.

3. RVs must be placed at least Thirty (30) Feet from property boundaries and 30 feet from existing structures to maintain safety and privacy.
- F. Occupancy. RV's may only be occupied by individuals directly engaged in the property's agricultural activities. The maximum occupancy per RV shall not exceed 2 persons.
- G. Willard City reserves the right to inspect RVs to ensure the compliance with this ordinance. Violations may result in fines, revocation of permits, and other penalties as deemed necessary.

**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

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Jacob Bodily	_____	_____	_____	_____
Rod Mund	_____	_____	_____	_____
Mike Braegger	_____	_____	_____	_____
Rex Christensen	_____	_____	_____	_____
Jordon Husley	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Travis Mote, Mayor, Willard City

\_\_\_\_\_  
Susan Obray, Recorder, Willard City



## Willard City Privacy Program Policy

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Effective Date: November 11, 2025

Sunset/Next Review October 01, 2026

Approved By: City Manager Jeremy Kimpton

### References/Authority:

Division of Archives and Records Services (DARS) at [Utah Code § 63A-12-100 et seq.](#);

Government Data Privacy Act (GDPA) at [Utah Code § 63A-19-101 et seq.](#);

Government Records Access and Management Act (GRAMA) at [Utah Code § 63G-2-101 et seq.](#);  
and

[Management of Records and Access to Records at [Utah Administrative Code R13-2.](#)]

[Division of Technology Services (DTS) [Information Security Policy 5000-0002](#)]

[ ... ]

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### 1. Purpose

This policy serves to document Willard City's ("City") privacy program, which includes the City's policies, practices, and procedures for the processing of personal data in accordance with [Utah Code § 63A-19-401\(2\)\(a\)](#), and which aligns with the records management and data governance requirements provided in both GRAMA and DARS. Where applicable, this policy will refer to a more specific or detailed policy, procedure, or guidance that addresses a particular practice that the City has developed.

### 2. Guiding Principles

This policy consolidates privacy practices, outlines governance roles and responsibilities, and ensures compliance with generally applicable records management, data protection, and data privacy obligations. It is designed to safeguard individual privacy rights, promote transparency, maintain the integrity and security of personal data, and ensure accountability across the City. This policy is meant to guide further alignment of the City's practices and policies with the State Data Privacy Policy as detailed in [Utah Code § 63A-19-102](#).



### 3. Scope

This policy applies to all City employees involved in the management, creation, and maintenance of records or who have access to personal data as part of their job duties. This policy also applies to all City contractors that process or have access to personal data as a part of the contractor's duties under an agreement with the City pursuant to [Utah Code § 63A-19-401\(4\)](#).

- *Processing activities implemented on or after May 1, 2024, must be compliant with this policy prior to implementation. Each [City Department] must develop a strategy to inventory and bring pre-existing activities into compliance with this policy by January 1, 2027.*<sup>1</sup>

### 4. Definitions:

"Classification," "classify," and their derivative forms mean determining whether a record series, record, or information within a record is public, private, controlled, protected, or exempt from disclosure under [Subsection § 63G-2-201\(3\)\(b\)](#).<sup>2</sup>

"Cookie" means "Technology that records a user's information and activity when the user accesses websites. Cookies are used by website owners, third parties, and sometimes threat actors to gather user data."<sup>3</sup>

"Data breach" means— the unauthorized access, acquisition, disclosure, loss of access, or destruction of personal data held by a governmental entity, unless the governmental entity concludes, according to standards established by the Cyber Center, that there is a low probability that personal data has been compromised."<sup>4</sup>

"Designation," "designate," and their derivative forms mean indicating, based on a governmental entity's familiarity with a record series or based on a governmental entity's review of a reasonable sample of a record series, the primary classification that a majority of records in a record series would be given if classified and the classification that other records typically present in the record series would be given if classified.<sup>5</sup>

"Device fingerprinting" means collecting attributes of a user's device configurations to create a trackable profile for the device.

"Individual" means a human being.<sup>6</sup>

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<sup>1</sup> [Utah Code § 63A-19-401\(2\)\(e\)](#).

<sup>2</sup> [Utah Code § 63G-2-103\(3\)](#)

<sup>3</sup> Cybersecurity & Infrastructure Security Agency, Project Upskill Glossary. Last visited 1/14/2025 at: <https://www.cisa.gov/resources-tools/resources/project-upskill-glossary>

<sup>4</sup> [Utah Code § 63A-19-101\(4\)](#)

<sup>5</sup> [Utah Code § 63G-2-103\(7\)](#)

<sup>6</sup> [Utah Code § 63G-2-103\(13\)](#)

“Key logger” means “a program designed to record which keys are pressed on a computer keyboard...”<sup>7</sup>

“Personal data” means information that is linked or can be reasonably linked to an identified individual or an identifiable individual.<sup>8</sup>

“Processing activity” means any operation or set of operations performed on personal data, including collection, recording, organization, structuring, storage, adaptation, alteration, access, retrieval, consultation, use, disclosure by transmission, transfer, dissemination, alignment, combination, restriction, erasure, or destruction.<sup>9</sup>

“Record” means the same as that term is defined at [Utah Code § 63G-2-103\(25\)](#).<sup>10</sup>

“Record series” means a group of records that may be treated as a unit for purposes of designation, description, management, or disposition.<sup>11</sup>

“Records officer” means the individual appointed by the chief administrative officer of each governmental entity, or the political subdivision to work with state archives in the care, maintenance, scheduling, designation, classification, disposal, and preservation of records.<sup>12</sup>

“Sale of data,” means but isn’t limited to, the exchange of personal data for monetary consideration by a governmental entity to a third party.

“Schedule,” “scheduling,” and their derivative forms mean the process of specifying the length of time each record series should be retained by a governmental entity for administrative, legal, fiscal, or historical purposes and when each record series should be transferred to the state archives or destroyed.<sup>13</sup>

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<sup>7</sup> National Institute of Standards and Technology, Computer Security Resource Center, Glossary. Last visited 1/14/2025, at:

[https://csrc.nist.gov/glossary/term/key\\_logger#:~:text=Definitions%3A,NIST%20SP%20800%2D82r3](https://csrc.nist.gov/glossary/term/key_logger#:~:text=Definitions%3A,NIST%20SP%20800%2D82r3)

<sup>8</sup> [Utah Code § 63A-19-101\(13\)](#); may consist of first and last name, physical address, email address, telephone number, social security number, credit card information, bank account information, or any combination of personal information that could be used to determine identity.

<sup>9</sup> [Utah Code § 63A-19-101\(14\)](#)

<sup>10</sup> Only the citation to the definition of “record” is provided here due to the length of the definition.

<sup>11</sup> [Utah Code § 63G-2-103\(26\)](#)

<sup>12</sup> [Utah Code § 63G-2-103\(27\)](#)

<sup>13</sup> [Utah Code § 63G-2-103\(28\)](#)



## **5. Governance**

### **5.1. Chief Administrative Officers (CAOs)**

- A. The City Manager shall designate himself/herself, or one or more individuals to serve as a chief administrative officer (CAO) of the City in fulfilling the duties outlined in [Utah Code § 63A-12-103](#).
- B. The City Manager may assign responsibility for the duties outlined in [Utah Code § 63A-12-103](#) to one, or among several, designees as the City Manager sees fit.
- C. The designation of the CAO(s) shall be reported to the Utah Division of Archives and Records Services (Archives) within 30 days of the designation.
- D. If responsibility for the duties outlined in [Utah Code § 63A-12-103](#) are divided between more than one CAO, such specification should be reported to Archives along with the designation.
- E. The designation of, and responsibilities assigned to, a CAO designee shall be reviewed and confirmed by the City Manager on an annual basis.

### **5.2. Appointed Records Officers (AROs)**

- A. Designated CAO(s) shall appoint one or more individuals to serve as records officers in fulfilling the duties of working with Archives and the Office of Data Privacy in the care, maintenance, scheduling, disposal, classification, designation, access, privacy, and preservation of records.<sup>14</sup>
- B. A designated CAO may assign responsibility for the duties of appointed records officers to one, or among several, officers as the CAO deems appropriate.
- C. The appointment of records officers shall be reported to Archives within 30 days of the appointment.
- D. If responsibility for the duties of appointed records officers are divided between more than one officer, such specification should be reported to Archives along with the appointment.
- E. The appointment of, and responsibilities assigned to, a records officer shall be reviewed and confirmed by the City on an annual basis.

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<sup>14</sup> [Utah Code § 63A-12-103\(2\)](#)

## **6. Records Series**

### **6.1. Records and Records Series**

- A. Each City Department shall create and maintain records and records series in accordance with the requirements provided in DARS and GRAMA in addition to correlated guidance issued by Archives.
- B. Each City Department shall appropriately designate and classify records and records series in accordance with the requirements provided in DARS and GRAMA.
- C. CAO(s) shall be responsible for submitting a proposed retention schedule for each type of material defined as a record under GRAMA to the state archivist for review and final approval by the Records Management Committee (RMC).
- D. Upon approval by the RMC, the City shall maintain and dispose of records in strict accordance with the approved retention schedule. In instances where the City has not received an approved retention schedule for a specific type of record, the general retention schedule maintained by the state archivist shall govern the retention and disposition of those records.

### **6.2. Record Series Privacy Annotation**

- A. Each City Department shall perform a privacy annotation for each record series that contains personal data pursuant to [Utah Code § 63A-12-115](#).
- B. Privacy annotations shall include:
  - a. the legal authority under which personal data is processed;
  - b. the purposes and uses for the personal data; and
  - c. the types of personal data that may be processed within the record series.
- C. Privacy annotations shall be conducted and reported in accordance with additional requirements provided by Archives via administrative rule.

## **7. Awareness & Training**

### **7.1. Departmental Data Privacy Training**

- A. The CAO's designee in each City Department shall ensure that all employees that have access to personal data as part of the employee's work duties complete a data privacy training program within 30 days after beginning employment and at least once in each calendar year.

- B. The CAO's designee in each City Department is responsible for monitoring completion of data privacy training by employees in their respective Department.

## **7.2. Department-Specific Training**

- A. In addition to the general privacy awareness training, City Departments may create and require employees to complete department-specific privacy training tailored to the unique privacy needs, practices, and requirements of the agency.

## **7.3. Appointed Records Officer Training and Certification**

- A. The CAO or the CAO's designee in each City Department shall ensure that, on an annual basis, all appointed records officers successfully complete online training on the provisions of GRAMA and obtain certification from Archives in accordance with [Utah Code § 63A-12-110](#).
- B. The CAO or the CAO's designee in each City Department shall, on an annual basis, review and confirm the certification status of all appointed records officers.
- C. GRAMA Access AROs: AROs who handle GRAMA transparency responsibilities are required to complete the GRAMA transparency training and obtain certification from Archives in accordance with [Utah Code § 63A-12-110](#).
- D. Records Management and Privacy AROs: AROs specializing in records management or privacy are required to complete both records management and GRAMA transparency training, as well as obtain the corresponding certifications.

# **8. Identify**

## **8.1. Inventorying**

- A. The CAO's designee in each City Department shall maintain a comprehensive inventory of:
  - a. All IT systems that may process state or federal data which the city owns or is responsible for, using the standard process that DTS provides.<sup>15</sup>
  - b. All records and record series that contain personal data and the types of personal data included in the records and record series.<sup>16</sup>

<sup>15</sup> DTS [Information Security Policy 5000-0002](#), section 2.4.2.1

<sup>16</sup> Utah Code §§ [63A-12-104](#) and [63A-12-115](#)



- c. All processing activities, the inventory of which shall include:
  - i. Non-compliant processing activities—pursuant to the GDPR—that were implemented prior to May 1, 2024, and a prepared strategy for bringing the non-compliant processing activity into compliance by no later than January 1, 2027;<sup>17</sup> and
  - ii. All processing activities implemented after May 1, 2024, with documentation confirming compliance status.

## **8.2. Information Technology Privacy Impact Assessment**

- A. The CAO's designee in each City Department shall ensure that the Department completes a Privacy Impact Assessment (PIA) for all IT systems that may process personal data prior to the initiation of data processing in the IT system as required under [DTS Information Security Policy 5000-0002](#).
- B. The responsible CAO designee shall use the PIA template that is created and maintained by the Chief Privacy Officer and which is approved by the Chief Information Officer pursuant to [DTS Information Security Policy 5000-0002](#).
- C. CAO designees must maintain a copy of each completed assessment for a period of four years to provide audit documentation and ensure accountability in privacy practices.

## **9. Transparency**

### **9.1. Website Privacy Policy**

- A. The CAO's designee in each City the Department shall create and maintain privacy policies on their websites as outlined in [Utah Code § 63D-2-103](#) and [Utah Admin. Code R895-8](#).
- B. The CAO in each City Department shall ensure that personal data related to a user of a Department's website is not collected unless the Department's website complies with [Utah Code § 63D-2-103\(2\)](#).
- C. The CAO's designee in each City Department shall ensure that all websites of the Department contain a privacy policy statement that discloses:
  - a. The identity of the governmental website operator;
  - b. How the governmental website operator may be contacted;

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<sup>17</sup> [Utah Code § 63A-19-401](#)

- c. The personal data collected by the governmental entity;
- d. The practices related to disclosure of personal data collected by the governmental entity and/or the governmental website operator; and
- e. The procedures, if any, by which a user of a governmental entity may request:
  - i. Access to the user's personal data; and
  - ii. Access to correct the user's personal data.
- f. A general description of the security measures in place to protect a user's personal data from unintended disclosure.

## **9.2. Privacy Notice**

- A. Employees shall only collect personal data from individuals if, on the day the personal data is collected, the City has provided a privacy notice to an individual asked to furnish personal data that complies with Utah Code §§ [63G-2-601\(2\)](#), [63A-19-402](#), [63D-2-103\(2\)-\(3\)](#), or other governing law, as applicable.
- B. Such a personal data request privacy notice shall generally include<sup>18</sup>:
  - a. the record series that the personal data will be included in;
  - b. the reasons the person is asked to furnish the information;
  - c. the intended purposes and uses of the information;
  - d. the consequences for refusing to provide the information; and
  - e. the classes of persons and entities that currently:
    - i. share the information with the [Department]; or
    - ii. receive the information from the [Department] on a regular or contractual basis.

## **10. Individual Requests**

- A. The CAO's designee in each City Department shall ensure that the [division] has established appropriate processes and procedures that facilitate compliance with applicable governing law for handling the following privacy requests of individuals:
  - a. Individual's requests to access their personal data;
  - b. Individual's requests to amend or correct their personal data;
  - c. Individual's requests for an explanation of the purposes and uses of their personal data; and
  - d. At-risk governmental employee requests to restrict access to their personal data.

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<sup>18</sup> Utah Code §§ [63G-2-601\(2\)](#) and [63A-19-402](#).

- B. The CAO's designee in each City Department shall ensure that the Department has established processes for public access requests to inspect or copy the City's records, which are not requests from an individual to access their personal data.<sup>19</sup>
- C. The CAO's designee in each City Department shall ensure that employees of the Department follow established business practices with respect to GRAMA.<sup>20</sup>

## **11. Processing**

### **11.1. Minimum Data Necessary**

- A. The CAO's designee in each City Department shall ensure that all programs within the Department obtain and process only the minimum amount of personal data reasonably necessary to efficiently achieve a specified purpose.<sup>21</sup>
- B. The CAO's designee in each City Department shall ensure that all programs within the Department regularly review their data collection practices to ensure compliance with the data minimization requirement.

### **11.2. Record and Data Sharing or Selling Policy**

- A. Willard City will only share or disclose personal data when there is appropriate legal authority. The sale of personal data is prohibited unless required by law.
- B. Data sharing must comply with GRAMA or other governing law and may include sharing with governmental entities, contractors, private providers, researchers, or any other allowable person/entity under the law. Compliance with GRAMA or other governing law is contingent upon the purpose of the sharing, the parties involved, and the nature of the records.
- C. The CAO is required to report annually to the Chief Privacy Officer on personal data sharing and selling activities, including types of data shared, the legal basis for sharing, and the entities receiving this data.
- D. All contracts involving personal data must incorporate appropriate privacy protection terms. Written agreements for data sharing are recommended to ensure compliance with applicable laws and regulations.

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<sup>19</sup> This is likely detailed in a specific Department policy.

<sup>20</sup> Dept. of Government Operations Internal Policy 01. Code of Conduct. Section 3.2 Managing Records and Information.

<sup>21</sup> [Utah Code § 63A-19-401\(2\)\(c\)](#).



### 11.3. Retention and Disposition of Records Containing Personal Data

- A. Employees shall maintain, archive, and dispose of records—which includes all personal data—in accordance with an approved retention schedule.<sup>22</sup>
- B. Employees shall comply with all other applicable laws or regulations related to retention or disposition of specific personal data held by the City or by a particular operating unit or program of the City.

## 12. Information Security

### 12.1. Incident Response

- A. The City adopts and follows the **DTS Cybersecurity Incident Response Plan** to manage and address all security incidents, including data breaches, and privacy violations.
- B. Employees shall report all suspected security incidents, including non-IT incidents such as unauthorized access to physical records, to the **Enterprise Information Security Office (EISO)**. Any additional department-specific response measures for non-IT incidents are the responsibility of the CAO's designee in each City Department to develop and implement as appropriate.
- C. The CAO's designee in each City Department shall ensure compliance with all other applicable laws or regulations related to incident response and breach notification of specific personal data held by the City.

### 12.2. Breach Notification

- A. The City is required to provide notice to an individual or the legal guardian of an individual, if the individual's personal data is affected by a data breach in accordance with [Utah Code § 63A-19-406](#).<sup>23</sup>
- B. The City is required to notify the Cyber Center and the state attorney general's office of a data breach affecting 500 or more individuals in accordance with [Utah Code § 63A-19-405](#). City Departments that experience a data breach affecting fewer than 500 individuals must create and report an internal incident report in accordance with [Utah Code § 63A-19-405\(5\)](#). These requirements are in addition to any other reporting requirement that the department may be subject to.

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<sup>22</sup> Utah Code §§ [63G-2-604\(1\)\(b\)](#) and [63A-19-404](#).

<sup>23</sup> [Utah Code § 63A-19-401\(2\)\(b\)](#).

- C. The CAO's designee in each City Department that is subject to other breach notification requirements, such as those required for compliance with federal regulations, laws or other governing requirements (e.g., HIPAA or 42 CFR Part 2) are currently required to create and maintain their own department specific breach notification policies and procedures that meet the requirements of the applicable governing laws and regulations.

## **13. Surveillance**

### **13.1. Covert Surveillance**

- A. Employees may not establish, maintain, or use undisclosed or covert surveillance of individuals unless permitted by law.<sup>24</sup>
- B. Employees are responsible for engaging with appropriate leadership for review—to include legal counsel where pertinent—of any activity that may be considered a type of surveillance.
- C. The CAO's designee in each City Department] shall ensure that surveillance activities are documented and that a PIA for the activity has been completed.

### **13.2. Cookies, Fingerprinting, Key Loggers, and Tracking Technologies**

The City is committed to transparency and privacy protection for individuals that visit a City website in regard to the use of any tracking technologies, including but not limited to cookies, device fingerprinting, key loggers, and other similar methods for monitoring or collecting information from website users.

#### **A. Cookies**

The use of cookies on City websites and digital services must comply with applicable privacy and security policies. Cookies should be limited to essential operational purposes, and any use of tracking or third-party cookies for analytics or similar functions must be disclosed clearly to users, with an option to consent where required by law.<sup>25</sup>

#### **B. Device Fingerprinting**

Device fingerprinting is prohibited unless explicitly authorized by the CAO and where the legal basis or appropriate justification for such processing is documented in a privacy impact assessment. The purpose and extent of fingerprinting must be clearly defined, documented, and disclosed to users in a privacy notice or statement that complies with applicable legal requirements.

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<sup>24</sup> [Utah Code § 63A-19-401\(2\)\(f\)](#).

<sup>25</sup> See Attachment B to Willard City's Privacy Program and Policy for more information regarding cookies (Let's hyperlink to Jeff's policy).

### **C. Key Loggers**

Key loggers are prohibited without specific authorization from the CAO and documented justification in the activity's PIA. Key loggers may only be used when there is a clearly defined operational need that complies with security standards and legal requirements, including appropriate user notice where required.

### **D. Other Tracking Technologies**

The use of other tracking technologies, such as web beacons, pixel tags, or similar tools, is prohibited unless explicitly authorized by the CAO, and the legal basis for such tracking is documented in a PIA. Disclosure of these technologies must be included in user-facing privacy statements, with user consent obtained when required by law.

### **E. User Notification and Consent**

The City must ensure users are informed about the use of tracking technologies. A clear website privacy statement must explain the types of data collected, the purpose of the tracking, and how users can manage their preferences or consent. Any updates to tracking practices must be promptly reflected in the privacy statement.

### **F. Data Security and Retention**

Data collected through authorized tracking technologies must be securely stored, with access limited to authorized personnel. Retention of this data must align with approved retention schedules, and the data should only be retained as long as necessary for the defined operational purpose.

## **14. Related Documents**

- [Department of Government Operations Internal Policy 01. Code of Conduct. Section 3.2 Managing Records and Information.]
- [DTS Cybersecurity Incident Response Plan]
- [Dept. of Government Operations Internal Policy 01.]
- [Department policy on handling public records requests under GRAMA]

## **15. Privacy Team**

- The Willard City Privacy Committee shall consist of the City Manager, who will serve as the City's Privacy Officer, the IT department, the City Attorney, the City Recorder, and the City Treasurer.
- The Committee's primary duty, among other things, is to ensure compliance with the Utah Government Privacy Act.
- For Additional information or if you have questions regarding this policy, you may reach out to any member of the Willard City Privacy Committee.



## **Resolution No. 2025-16**

### **A Resolution Acknowledging the Adoption of the Willard City Privacy Program Policy**

**WHEREAS**, the Utah Government Data Privacy Act (GDPA), Utah Code § 63A-19-101 et seq., requires all governmental entities, including municipalities, to implement a privacy program that governs the processing of personal data and ensures compliance with applicable state privacy and records laws; and

**WHEREAS**, Willard City is committed to protecting the privacy rights of its residents, employees, and stakeholders, and to maintaining transparency, accountability, and data security in all city operations; and

**WHEREAS**, the City Manager has prepared and adopted a comprehensive Privacy Program Policy, effective November 11, 2025, which aligns with the requirements of the GDPA, the Government Records Access and Management Act (GRAMA), and guidance from the Utah Division of Archives and Records Services; and

**WHEREAS**, the Privacy Program Policy establishes governance roles, training requirements, data minimization standards, breach notification procedures, and transparency practices that support the responsible stewardship of personal data by all City departments.

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

1. The City Council hereby acknowledges and supports the adoption of the Willard City Privacy Program Policy, as presented by the City Manager.
2. The Council recognizes the policy as a proactive step toward compliance with state law and as a framework for safeguarding personal data and promoting public trust.
3. The Council encourages all City departments and employees to support the implementation of the policy and to participate in required training and compliance efforts.

**PASSED AND APPROVED** this 13th day of November 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

## RESOLUTION NO. 2025-17

### A RESOLUTION ADOPTING AN UPDATED FEE SCHEDULE FOR WILLARD CITY

**WHEREAS**, the Willard City Council is authorized under Utah Code §10-3-717 to establish and amend fees for municipal services; and

**WHEREAS**, the City periodically reviews its fee schedule to ensure alignment with operational costs, service demands, and community needs; and

**WHEREAS**, the City has determined that an RV Extended Stay Fee should be added to the schedule to reflect the cost of extended utility and site usage;

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

1. The Willard City Fee Schedule is hereby updated to include the following:
  - a. RV Extended Stay Fee: \$200.00
2. All other fees previously adopted shall remain in full force and effect unless specifically amended by this resolution.
3. The City Council hereby affirms and adopts the full Willard City Prevailing Fee Schedule as currently written and maintained by the City Recorder. This action serves to ratify all listed fees, including those previously implemented without formal resolution, and establishes them as officially adopted and enforceable as of the date of this resolution.
4. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by Willard City Council on this 13th day of November, 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 Prevailing Fee Schedule

### Administrative

Facsimiles	\$3.00 per fax
Photocopies	\$0.15 per page
GRAMA (Records Request)	\$5.00
CD/Jump Drive/Photos	Varies
Notary Services	\$0.00
Return Check Fee	\$30.00
City Council Agenda Item	\$25.00
Planning Commission Agenda Item	\$25.00
RV Extended Stay Fee	

### Animal Services

Annual Dog License (unaltered)	\$25.00
Annual Dog License (altered)	\$10.00
Senior Discount (65+)	\$5.00 discount

### Building Permits

Building Fees, Plan Check Fees, State Fees	Determined by Box Elder County
Water Connection Fees	\$439.35
Water Impact Fee	\$6,361.00
Sewer Connection Fee	\$500.00
Garbage Can fee	\$135.00
Reimbursable Building Permit Fee	\$2,000.00
Storm Water Impact Fee	Varies

### Business License Fees

New Home Occupation	\$50.00
Business License Renewal	\$50.00
Class A Beer License	\$225.00
Campground/Trailer Court	\$50.00 Plus \$10 per space
Retail Business	\$50.00
Contractor	\$50.00
Automotive	\$50.00
Food Sales/Fruit Stands	\$50.00
Storage Units	\$50.00
Commercial Business	\$50.00
Rental Business License*	\$50.00
Solicitor's License (7-day permit)	\$50.00
Solicitor's License Application Fee	\$25.00

\*Short Term Rentals require CUP

### Construction Fees

Encroachment/Excavation Permit	\$1,000
Asphalt Cut for Utility Connection (gas, sewer, water, etc.)	\$1,500 repair bond \$1,000 non-refundable fee
Larger excavations or asphalt cuts	Cost estimate of entire project must be provided Repair bond of 110% of cost estimate \$1,000 non-refundable fee
Driveway approach fee	\$200 + \$250 bond Includes driveway plan review, rough grade inspection, and final inspection
Driveway reinspection fee	\$100

### Fire/Emergency Services

Emergency Services	Actual Cost
Fire Services	Actual Cost

<b>Planning and Land Use Fees</b>			
Legal Fees	Actual Cost		
Engineering Fees	Actual Cost		
Planner Consultation Fee	\$0.00 first visit up to 30 mins \$50.00 for each subsequent visit or phone call exceeding 30 mins		
Recording Fee	Actual Cost charged by Box Elder County		
<b>Subdivision</b>			
Application Fee	\$1,000 + \$100/lot after the 3rd lot		
Additional Review or Revisions: ALUA, Planning Commission, City Council, or City Planner	\$100/meeting \$50/meeting or phone call exceeding 30 mins		
Retainer for professional fees	\$1,000 for plats with 8 or fewer lots \$3,000 for plats with 9 or more lots		
<b>Major Plat Amendment - Parcel boundary adjustments, Vacation, Significant Changes to the Plat as recorded.</b>			
Application Fee	\$400.00		
Retainer for professional fees	\$500.00		
Planning Commission or City Council	\$100.00/meeting		
City Planner	\$50/meeting or phone call exceeding 30 mins		
<b>Minor Plat Amendment - Lot Line Adjustment or Combining two or more lots</b>			
Application Fee	\$250.00		
Retainer for professional fees	\$250.00		
<b>Conditional Use Permit</b>			
Application Fee	\$250.00		
Professional Fees	Actual Cost		
<b>Zoning Change/City Code Amendment</b>			
Application Fee	\$2,500.00		
Professional Fees	Actual Cost		
<b>Annexation Petition</b>			
Application Fee	\$2,500.00		
Professional Fees	Actual Cost		
<b>Accessory Dwelling Unit License</b>			
Application Fee	\$100.00		
Mailing/Publishing costs	Actual cost		
Special Event Permit	\$25.00		
Sign Permit	\$25.00		
<b>Land Use Appeal Authority (Hearing Officer)</b>			
Application fee	\$300.00 - \$1,000 maximum Note: Application fee applies to the first two hours of review by the Hearing Officer, subsequent review time subject to the Hearing Officer's hourly rate, not to exceed a total of \$1,000. Appellant is responsible for payment of cost over the initial two hours.		
Variance	\$300.00 - \$1,000 maximum Note: Application fee applies to the first two hours of review by the Hearing Officer, subsequent review time subject to the Hearing Officer's hourly rate, not to exceed a total of \$1,000. Appellant is responsible for payment of cost over the initial two hours.		
<b>Utilities</b>			
<b>Sewer</b>			
Sewer (monthly charge):			
Residential dwelling units	\$68.00	\$6 Increase for five years on January 1st every year.	

Commercial/Industrial Users	\$68.00 (Current rate)		
<b>Water</b>			
Connection Charge (based on size of connection)			
3/4 - inch	\$439.35 (current)		
1-inch	\$439.35 (current)		
1 1/2 -inch (plus actual meter cost)	\$439.35 (current)		
2-inch (plus actual meter cost)	\$439.35 (current)		
3-inch (plus actual meter cost)	\$439.35 (current)		
6-inch (plus actual meter cost)	\$439.35 (current)		
<b>Residential</b>			
Use Rate (per thousand)			
0 to 17,000	\$37.00		
17,001 to 50,000	\$1.10 per 1,000 gallons		
50,001 to 70,000	\$1.20 per 1,000 gallons		
70,001 to 150,000	\$1.50 per 1,000 gallons		
150,001 to 250,000	\$2.00 per 1,000 gallons		
250,001 to 350,000	\$3.00 per 1,000 gallons		
350,001 to 450,000	\$4.00 per 1,000 gallons		
450,001 and above	\$5.50 per 1,000 gallons		
<b>Commercial</b>			
Base up to 10,000	28.4		
10,001 to 90,000	\$1.10 per 1,000 gallons		
90,001 to 100,000	\$1.20 per 1,000 gallons		
100,001 to 200,000	\$1.50 per 1,000 gallons		
200,001 to 300,000	\$2.00 per 1,000 gallons		
300,001 to 400,000	\$3.00 per 1,000 gallons		
400,001 to 1,000,000	\$4.00 per 1,000 gallons		
1,00,001 and above	\$5.00 per 1,000 gallons		
Late Fee	\$ (current \$5 set in 2002)		
Reconnection Charge for Non-Payment	\$50.00		
<b>Hydrant Meter</b>			
Deposit	\$1,500.00		
Monthly Fee	\$200.00/per month		
Water Use	\$25.00/per 1,000 gallons		
Damage to Meter Ring and/or Cover Assembly at time of meter installation:			
Contractor/Property Owner will be charged per Assembly. To be withheld from the Building Permit Reimbursable Fee bond when released	\$85.00 plus time		
Water Meter Tampering	\$500.00		
<b>Impact Fees</b>			
<b>WATER IMPACT FEES</b>		<b>AWWA Capacity GPM</b>	<b>Capacity Ratio to Standard Meter based on 3/4"</b>
3/4-inch meter	\$6,361.00	30	1
1-inch meter	\$10,622.87	50	1.67
1 1/2-inch meter	\$21,182.13	100	3.33
2-inch meter	\$33,904.13	160	5.33
3-inch meter	\$95,415.00	450	15
4-inch meter	\$212,012.13	1,000	33.33
6-inch meter	\$339,232.13	1,600	53.33
10-inch meter	\$487,697.87	2,300	76.67
12-inch meter	\$911,722.13	4,300	143.33
<b>SEWER IMPACT FEES</b>		<b>GPM at 2' per second velocity</b>	<b>Capacity Ratio to 4" Sewer Pipe</b>
4-Inch Lateral	\$7,200.00	79	1.00
6-Inch Lateral	\$16,200.00	177	2.25
8-Inch Lateral	\$28,800.00	314	4.00
12-inch Lateral	\$64,800.00	707	9.00
<b>PARKS AND TRAILS IMPACT FEES</b>			
Residential - Per Unit	\$		



Non-Residential – Per Unit			
<b>STREETS AND TRANSPORTATION IMPACT FEES</b>			
Residential – Per Unit	\$		
Multi Family – Per Unit	\$		
Non-Residential – Per Unit	\$		
<b>EMS IMPACT FEES</b>			
Residential	\$		
Non-Residential (per x,xxx ft)	\$		
<b>Parks &amp; Recreation</b>			
<b>Bowery Rental – Central Park</b>			
<i>Resident</i>	\$40.00		
Refundable Deposit	\$40.00		
<i>Non-Resident</i>	\$50.00		
Refundable Deposit	\$50.00		
<b>Bowery Rental – Nature Park</b>			
<i>Resident</i>	\$40.00		
Refundable Deposit	\$40.00		
<i>Non-Resident</i>	\$50.00		
Refundable Deposit	\$50.00		
<b>Multi-Purpose Room</b>			
<i>Resident</i>			
Refundable Deposit	\$150.00		
2 hours - minimum	\$40.00		
4 hours	\$70.00		
6 hours	\$100.00		
8 hours	\$130.00		
12 hours	\$150.00		
<i>Non-Resident</i>			
Refundable Deposit	\$150.00		
2 hours - minimum	\$50.00		
4 hours	\$90.00		
6 hours	\$130.00		
8 hours	\$170.00		
12 hours	\$200.00		
Cleanup	<p>All individuals and groups are responsible to clean up after their events and activities. Refundable deposits may be kept by the City to pay for damage and/or necessary cleanup.</p> <p>Willard City reserves the prerogative to not allow a certain individual or group to reserve any park or building after excessive damage and/or necessary cleanup.</p>		
Military Discount	50% discount		
<b>POLICE</b>			
Annual Sex Offender Registry Fee	\$25.00		
Finger Printing	Additional copies \$5.00		
Residents	\$5.00		
Non-Residents	\$15.00		
Incident Reports			
1 to 10 Pages	\$10.00		
Additional Pages (single sided)	\$0.25 each		
Additional Pages (double sided)	\$0.040 each		
Missionary Clearance Letter	\$1.00		
Municipal Code	<p>Printed Copy of Police Code (Vol. C) and Animal Con. (PMC Title 9)- \$25.00</p> <p>Digital copy (CD or DVD, Volume C and/or other volumes)- \$8.00/disk</p>		
Photographic Prints (4"x5")	\$2.00 each		
Photographic CD's	\$10.00 each		
Audio or Video Recordings	\$10.00 each; plus \$10/hour for dubbing, with minimum of one (1) hour		

SANITATION			
Sanitation (monthly charge):			
Per household up to one container	\$ (current is \$8.00) landfill prices were raised May 2021 (current fee set in 2002)		
Additional container	\$ (current fee is \$11.50 - set 2021)		
90-Gallon Garbage Can	\$135.00		
Violations			

## TELECOMMUNICATIONS FRANCHISE AGREEMENT

This Telecommunications Franchise Agreement ("Agreement") is between Willard City, a Utah municipal Corporation ("City"), and Vaix Inc. DBA SenaWave Communications ("Company" or "Provider"). This Agreement is effective on the date that the last party executes this Agreement as indicated by the date stated under that party's signature line ("Effective Date").

### RECITALS

A. The Provider desires to establish and provide a telecommunications network in the City's right-of-way ("City ROW").

B. The Provider is subject to the Municipal Telecommunications License Tax Act found in Utah Code § 10-1-401 *et seq.*, and the Provider is subject to applicable City ordinances.

C. The City, in exercise of its management of City ROW, believes that it is in the best interest of the public to grant the Provider a nonexclusive franchise to operate a telecommunications network in the Willard City limits.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Incorporation of Recitals.** The foregoing preambles and all other recitals set forth herein are made a part hereof by this reference.

2. **City Code.** The City has adopted applicable City ordinances ("Ordinances") and the Provider acknowledges that it has had an opportunity to read and become familiar with those Ordinances. The parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each party agrees to be contractually bound to comply with the terms contained in those Ordinances and this Agreement. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require the Provider to comply with any provision of the Ordinances which are determined to be unlawful or beyond the City's authority. If any term or condition of this Agreement shall be in conflict with any applicable State or federal laws, City ordinances, rules, or regulations, then the provisions of such laws, ordinances, rules, or regulations shall govern and control.

3. **Amendments to City Code.** Nothing herein shall prevent the City from lawfully amending its ordinances from time to time, and the City's governing body may deem necessary. Provided, however, the City shall not enact any amendments to the Ordinances that will adversely impact the Provider without allowing the Provider at least 30 days to comply



with the amendment. The City shall provide the Provider notice and an opportunity to be heard concerning any proposed amendment, and shall not enact any amendment which materially alters the rights and obligations of the parties, or that is in conflict with any material term of this Agreement. If there is any inconsistency between the Provider's rights and obligations under the Ordinances, as amended, and this Agreement, the provisions of this Agreement shall govern during the term of this Agreement in which the ordinance amendment was adopted, but the ordinance amendments so adopted shall govern during subsequent renewal terms of this Agreement, if any. The parties agree to comply with any such lawful governing amendments.

4. **Franchise Description, No Assignment.** The Telecommunications Franchise provided hereby shall confer upon the Provider, subject to the City's receipt of monetary and services compensation and the Provider's compliance with the terms of this Agreement, the nonexclusive right, privilege, and franchise to construct, operate, and maintain a fiber-optic telecommunications network in, under, above, and across the present and future City ROW. The grant of this franchise includes the services of provider "dark fiber" to end users. The Provider shall not permit the use of its fiber-optic system, its duct or pathways, its pole attachments or any plant equipment in City ROW in any manner that would avoid or seek to avoid the need for a franchise from the City for a business or other person. The Provider shall not provide services directly regulated by the Utah Public Service Commission (PSC) unless authorized by the PSC. Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 without first having obtained a separate cable franchise from the City for such cable system. The franchise granted herein does not grant the Provider the right, privilege, or authority to engage in cable television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's System within the City for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied. The rights granted by this franchise may not be subdivided, assigned, or subleased from any other person unless agreed to in writing by the City, unless to an entity succeeding to or acquiring substantially all of the assets of the Provider, in which case the City's permission is not required. Notwithstanding the foregoing sentence, where the City's permission is required, the City may condition, deny, or delay approval of an assignment, sublease, or subdivision of the rights granted herein for any reason.

5. **Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

6. **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall

either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

7. **Facilities.** "Company facilities" or "facilities" shall include, but not be limited to a network of fiber optic cables and all related property, including conduit, carrier pipe, cable fibers, repeaters, power sources, poles, and other attachments and appurtenances necessary for the telecommunications system located within the Public Ways within the City limits, whether located above or below ground, currently or in the future owned or operated or otherwise controlled by the Provider needed to provide telecommunications service. "Dark fiber" is optical fiber infrastructure cabling and repeaters that are currently in place but through which light pulses are not being transmitted.

8. **Franchise Fee.**

a. For the Franchise granted herein, the Provider shall pay to the City a tax in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410), less any business license fee or business license tax enacted by the City. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax Commission  
210 North 1950 West  
Salt Lake City, Utah 84134

b. If the Municipal Telecommunication License Tax may no longer be lawfully collected, then to the extent allowed by law and except as otherwise agreed by the parties, the Provider shall pay to the City a tax levy or franchise fee of three and one-half percent (3.5%) of its gross receipts derived from local telephone or other telecommunications services provided to Provider's subscribers within the City ("Default Franchise Fee"), but does not include revenue from any taxes or fees imposed directly upon the customer by any governmental entity which is, or may be collected by the Provider, or any services, including but not limited to internet access service, as prohibited by law. "Gross receipts" for purposes of this subsection, also does not include sales, if any, at wholesale by Provider to another franchisee of the City who is separately responsible for paying a franchise fee on its gross receipts derived from the use of Provider's Facilities. The City and Provider agree to meet, confer, and negotiate about any amendments to this Agreement as shall be necessary to accommodate the change or elimination of the Municipal Telecommunications Act or the taxes or fees provided for under the Act.

9. **Additional Fees and Taxes.** The Provider shall, after due notice from the City, pay any additional fees or taxes applicable to the Provider and its facilities in the City adopted by the City hereafter.

10. **Audit.** The Provider shall keep thorough and accurate books and records showing all of its collections of money for its services and business transactions which it provides to persons and entities within the City and shall make such information available to the City (or its contractors, employees, officials, agents, etc.) for inspection upon ten days' notice. The Provider shall keep this information for at least three years after the termination of this Agreement.

11. **Term and Renewal.** The franchise granted to the Provider shall be for a period of fifteen (15) years commencing on the first day of the month following the Effective Date ("Initial Term"). At the end of the Initial Term, the term shall automatically renew upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term ("Renewal Term"). Renewal Terms may be for an unlimited number of terms (the Initial Term and Renewal Terms will be collectively referred to as "Term"). Either party may not renew a Term upon giving the other party 120 days' notice before the termination of that Term.

12. **Rights and Duties of Provider Upon Termination or Revocation.** Upon termination or revocation of this Agreement, the Provider shall have the right to remove its equipment and facilities from City ROW. In such event, it shall be the duty of the Provider to immediately to restore City ROW in as good of condition as the same was before the removal was affected.

13. **Use of Poles and Overhead Structures.** The City shall have the right, without any cost to the City, to use all poles owned by the Provider within the City for any public uses, such as fire alarms and police signal systems; provided, however, any said uses by the City shall be for activities owned, operated, or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties. The Provider shall not attach to, or otherwise use or commit to use any City-owned pole or structure unless a separate agreement has been executed by the parties.

14. **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attached equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.



15. **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City's attachments.

16. **Police Powers.** The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

17. **Work in City ROW.** The Provider shall comply with and follow the City's land disturbance permit process before performing any work in City ROW.

a. *Compliance with Laws.* The Provider shall obtain all required permits or approvals for construction, maintenance, and operations, and shall at all times be subject to comply with all applicable laws, statutes, rules, regulations, standards, and procedures. The City may inspect the manner of such work and require remedies the terms of any City ordinance, regulation, or requirement, the City shall give the Provider written notice of such noncompliance and time for correction.

b. *Status Reports.* All work in City ROW shall be done in a safe manner and shall follow City regulations. Upon the City's request, the Provider will provide the City with a status report of such measures.

c. *Minimum Interference.* All facilities constructed by the Provider shall be located to cause minimum interference with and injury to (i) public use of City ROW, (ii) the City's water infrastructure, storm water infrastructure, streetlights, or any other municipal use of the City's ROW, and (iii) trees and other natural features.

d. *Workmanlike Manner.* The installation, maintenance, renovation, and replacement of the Provider's facilities in City ROW shall be performed in accordance with the City's engineering standards and in a good and workmanlike manner.

e. *Emergency Repairs.* In an emergency event in which the Provider needs to cut or excavate a City ROW, and in which the Provider must act immediately and is unable to obtain an encroachment permit from the City beforehand, the Provider shall provide the City's Public Works Department with notification of such work as soon as practicable.

f. *Damage to Public Property.* If, during the course of installation, removal, inspection, or work on its facilities, the Provider causes damage to or alters any public property or equipment, the Provider shall (at its own cost and expense, and in accordance with City regulations) replace and restore it to as good as condition as existed before the work commenced and within such reasonable time as the City shall

require, and shall be liable to the City for any reasonable costs and expenses incurred by the City as a result of such damage or alteration.

g. *Removal and Protection of City Property.* No City property shall be removed from City ROW, including signage on utility poles, without prior permission from an authorized representative of the City.

h. *Safety.* The Provider shall, at all times, operate, repair, and maintain its facilities in a safe and careful manner.

i. *Relocation.* Whenever the City shall, in the interest of public convenience, necessity, health, safety, or general welfare of the residents, require the inspection, maintenance, repair, relocation, or reinstallation of any of the Provider's facilities in City ROW, the Provider shall, upon not less than 90 days prior notice, promptly commence and diligently complete such work to remove, relocate, or reinstall such facilities as may be necessary to meet the requirements of the City.

j. *Installations.* The Provider will be permitted to install facilities underground in City ROW. Within 60 days of installing such facilities, the Provider shall provide the City GIS coordinates and as-built drawing of the facilities in a form acceptable to the City. The Provider shall, when undertaking a project of placing its facilities, cooperate with other utilities, agencies, or companies which have their lines overhead to have all lines placed underground as part of the same project. When other companies are placing their lines underground, the Provider shall, where feasible, cooperate with these companies and undertake to place its facilities underground as part of that same project.

k. *Prohibitions.* Except as otherwise provided herein, the Provider's facilities shall be so located and constructed as not to do any of the following acts:

- i. Interfere with access to or use any water or fire hydrant;
- ii. obscure the view or interfere with the installation of any traffic-control device or traffic or information sign or signal;
- iii. Cross any water or sewer line except at a 90-degree angle, except in accordance with a specific permit for such crossing issued by the City;
- iv. Damage irrigation or landscaping owned or maintained by the City;
- v. Damage any communication lines owned or maintained by the City; and

- vi. Install facilities in the paved sidewalk or park strip
- vii. area, unless authorized in advance by the City.

l. *Damage to Other's Facilities.* During construction or maintenance, if the Provider causes damage to or a break in any lines

m. *Removal and Relocation.* The City shall have the authority to require the Provider to remove or relocate any facility in violation of this Agreement at the Provider's sole expense. Such relocation or removal shall be completed within 60 days (or other period of time as the parties may mutually agree) of written notice from the City. The notice shall prescribe the area where the facility is located and any other special conditions deemed reasonably necessary by the City.

n. *Hazardous Materials.* If contaminated or hazardous material is discovered within or adjacent to the City ROW, the Provider shall stop work in that affected area, notify the City Engineer immediately, and submit an accurate written report of the facts surrounding the encounter to the City Engineer.

o. *City's Rights to Perform.* If the Provider fails to perform any obligation under this Agreement, then the City shall have the right to, but not the obligation, to perform any of the obligations contained herein upon 15 days prior written notice to the Provider. The City shall be reimbursed for any work performed within 30 days after receipt of a detailed invoice for the work performed. This right shall survive the termination of this Agreement.

18. *Severability.* If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the City ROW in a manner similar to that provided in this Agreement, the Ordinances, and the City's encroachment permit process. For the Provider, "material consideration" is its ability to use the City ROW for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the City's encroachment permit process.



19. **Termination.** This Agreement may be terminated at any time by mutual consent between the parties. The City may terminate this Agreement upon 90 days prior written notice to the Provider for any of the following reasons:

a. *Failure to Make Payments.* The Provider fails to make timely payments of any fees in this Agreement and does not correct such failure within 30 calendar days after written notice by the City of such failure. Any payment made pursuant to such request shall not be deemed to constitute a waiver of the City's right to challenge the calculation of the franchise fee.

b. *Breach.* The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider shall, within 60 calendar days of such notice, commence efforts to remedy the conditions identified in the notice and shall have 90 calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider.

c. *Bankruptcy.* The Provider becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within 60 days.

20. **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

21. **City Representative and Address.** The City Engineer or his or her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at

100 W Willard, UT 84340, or such other officer and address as the City may designate by written notice to the Provider.

22. **Provider Representative and Address.** The CEO David Bradshaw shall serve as the Provider's representative regarding administration of this Agreement. All notices from the City to the Provider shall be delivered to the following address:

2075 S Pioneer Rd ste B

Salt Lake City, UT 84104

(801) 217-9000

david@senawave.com

ladd@senawave.com

23. **Insurance.**

a. Before the Effective Date, the Provider shall file with the City a certificate of insurance, and thereafter continually maintain in full force and effect at all times for the Term of this Agreement at the expense of the Provider, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance or operation of the communications system by the Provider in the following minimum amounts:

i. \$1,000,000.00 combined single limit, bodily injury and real property damage in any one occurrence.

ii. \$2,000,000.00 aggregate.

b. The Provider shall also file with the City Recorder and City Engineer a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City for all owned, non-owned, hired and leased vehicles operated by the Provider, with limits not less than \$2,000,000.00 each accident, single limit, bodily injury, and property damage combined.

c. The Provider shall also maintain, and by its acceptance of any franchise granted herein, specifically agrees that it will continually maintain throughout the Term workers compensation and employers' liability, valid in the State of Utah, in the

minimum amount of the statutory limit for workers compensation but no less than \$500,000.00 for employer's liability.

d. All liability insurance required pursuant to this Section, except for employers' liability, shall name the City as additional insureds and shall be kept in full force and effect by the Provider during the Term and until after the removal or abandonment with the approval of the City Engineer, all facilities installed by the Provider. Failure to maintain continuously the required insurance shall constitute a material breach of this Agreement. All policies shall be endorsed to give the City 30 days written notice of the intent to cancel by either the Provider or the insurance company. The Provider may utilize primary and umbrella liability insurance policies to satisfy the requirements of this Section.

24. **Indemnification.** The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage, with respect to which the City seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with grossly negligent acts or omissions of the City.

25. **Bonds and Surety**

a. Except as expressly provided herein, the grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence.

b. Notwithstanding the above provisions, the Grantee shall be responsible for standard performance bonds and insurance required for encroachment permits for work done within Public Ways.

26. **General Provisions.**



a. *Binding.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

b. *Utah Law.* This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Utah. The parties agree that the venue of any action arising out of his Agreement shall be in Salt Lake County, Utah.

c. *Amendments.* This Agreement may be amended or modified only by a written instrument executed by both parties.

d. *Authority.* The parties to this Agreement represent that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Provider represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. The parties warrant to each other that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each individual is signing. The Provider represents to City that by entering into this Agreement that the Provider has bound all persons and entities having a legal or equitable interest to the terms of this Agreement as of the Effective Date.

e. *Entire Agreement.* This Agreement supersedes any other agreements, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and Agreements between the parties with respect to said services.

In witness whereof, this Agreement has been executed by the parties effective on the date stated under that party's signature line.

**CITY**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

**PROVIDER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_) §

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me  
\_\_\_\_\_ (*name of document signer*), whose identity is personally  
known to me (or proven on the basis of satisfactory evidence) and who by me duly  
sworn/affirmed, did say that he/she is the \_\_\_\_\_ (*title of office*) of  
\_\_\_\_\_ (*name of corporation*) and  
that said document was signed by him/her in behalf of said Corporation by Authority of its  
Bylaws, or (Resolution of its Board of Directors), and said  
\_\_\_\_\_ (*name of document signer*) acknowledged to me that  
said Corporation executed the same.

\_\_\_\_\_  
Notary Public

## 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

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, 21<sup>st</sup> Floor

Dallas, TX 75202

Date:

\_\_\_\_\_

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

CITY OF WILLARD, a Municipal Corporation

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Mayor Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney Date

1 **Willard City Council Meeting**  
2 **Meeting minutes**  
3 **October 23, 2025, 6:30 pm**  
4

5 **Elected Officials**

6 Mayor Travis Mote  
7 Council Member Hulsey  
8 Council Member Christensen  
9 Council Member Mund  
10 Council Member Bodily  
11

12 **Others Present**

13 Jeremy Kimpton, City Manager  
14 Chief Theron Fielding, Police Chief  
15 Susan K. O'Bray, City Recorder  
16 Payden Vine, Public Works Director  
17 Madison Brown, City Planner  
18 Colt Mund, City Attorney  
19

20 **Public**

21 Ken & Ruth Ormond  
22 Diana Mund  
23 Van Mund  
24 Mark Silva  
25 Diana Baker  
26 Doug Younger  
27 Chad Braegger  
28

29 **Call to Order**

30 Mayor Mote called the Willard City Council meeting of October 23, 2025, to order. He gave  
31 an invocation and asked Council Member Hulsey to lead the Pledge of Allegiance.

32 **Invocation**

33 Mayor Mote offered a prayer.

34 **Pledge of Allegiance**

35 Council Member Hulsey led the Pledge of Allegiance.

36 **Conflict of Interest Declaration**

37 No conflicts of interest were declared.

38 **Open Comment Period**

39 No members of the public came forward to make comments during this period.

40 **Planning Commission Report**

41 There was no Planning Commission report as their meeting was canceled due to the main  
42 topic being withdrawn.

1 **New Business**

2 **a. Invitation on Thursday, November 6th @ 2:00 pm at the Utah State**  
3 **Capitol Room 445. This is for the Golden Spike Approval. (see email**  
4 **attached).**

5 Mayor Mote discussed the upcoming meeting at the Utah State Capitol regarding the Golden  
6 Spike area inclusion for the Inland Port Authority. He mentioned that city representatives  
7 were requested to attend. The mayor stated he might be in Saint George depending on his  
8 work schedule. Councilmembers Mund and Bodily volunteered to attend. It was noted that if  
9 too many council members attend, it could constitute a council meeting.

10 The council discussed the presentation format, with Council Member Bodily expected to  
11 speak about the city's perspective on economic development and commercial revenue. Mayor  
12 Mote emphasized the importance of having city representation at the meeting.

13 **b. Discussion on Willard City Employee Handbook Review**

14 Mayor Mote went through his notes on the employee handbook review. Key points discussed  
15 included:

- 16 ● Separating administrative and legislative actions throughout the document.
- 17 ● Replacing "human resource director" with "city manager" throughout.
- 18 ● Adjusting the interview requirement to state "at least 3 applicants if available" instead  
19 of a mandatory three.
- 20 ● Considering per diem rates for travel expenses instead of direct reimbursement.
- 21 ● Allowing flexibility in lunch break duration, suggesting 30-60 minutes instead of a  
22 mandatory 60-minute break.
- 23 ● Adding language to prohibit political activities during compensated city time.
- 24 ● Revising the sexual harassment section to clarify the process and remove the term  
25 "found guilty."
- 26 ● Updating the drug-free workplace policy and considering random drug testing for  
27 certain positions.
- 28 ● Reviewing the electronic communications section regarding email retention  
29 considering GRAMA requirements.
- 30 ● Removing duplicated sections and reviewing the list of vaccinations offered to  
31 employees.

32 The council agreed to have Jeremy, city manager revise the handbook based on these  
33 comments and bring it back for further review.

34 **c. Consideration and approval of the Forged Fiber 37, LLC Franchise**  
35 **Agreement proposal, submitted by Jill Okun.**

36 Andy Emerson, representing Forged Fiber 37, LLC, joined the meeting online to discuss the  
37 franchise agreement. He explained that the company is acquiring Lumen and CenturyLink's  
38 fiber assets in eleven states, including existing lines in Willard's right-of-way. The agreement  
39 aims to ensure proper authorization for these existing lines when the transaction closes in  
40 early 2026.



1 The council expressed concerns about potential future expansion and its impact on the city,  
2 given recent experience with another fiber company. Mr. Emerson assured us that there were  
3 no immediate expansion plans and that any future work would require proper permits and  
4 follow city regulations.

5 The council requested a map of the current lines under consideration before moving forward  
6 with approval. Mayor Mote asked Mr. Emerson to provide this information with Madison  
7 Brown City Planner or Jeremy Kimpon City Manager.

8 **d. Consideration and approval of Ordinance 2025-10 revisions to the**  
9 **Recreational Vehicles and Recreational Vehicle Parks Code, Section 24.92**  
10 **of the Willard City Zoning Code.**

11 The council discussed revisions to the RV park ordinance, focusing on length of stay, fees for  
12 extended stays, and concerns about long-term residency. Jordan Hulsey, manager of the  
13 current RV park, provided insights on current practices and occupancy.

14 After deliberation, the council agreed to:

- 15 ● Allow stays up to 12 months with a possible 6-month extension.
- 16 ● Implement a fee of \$200 for the extended stay period.
- 17 ● Remove the requirement for proof of employment for extended stays.
- 18 ● Add language referencing the prevailing fee schedule in the ordinance.

19 Motion: Councilmember Rex Christensen moved to table the ordinance until Jeremy  
20 made the agreed-upon changes. Councilmember Rod Mund seconded the motion.

21 The motion passed unanimously.

22 **e. Ordinance 2025-16 Consideration and Recommendation from the**  
23 **Planning Commission regarding proposed amendments to Section**  
24 **24.44.010, 24.48.030 and 24.40.020 of the Willard City Zoning Code.**

25 The proposed amendments were to clean up the zoning code, specifically to zone the  
26 highway through Old Town Willard as neighborhood commercial, which was the original  
27 intent. The changes included updating the zoning map to reflect this.

28 Motion: Councilmember Jake Bodily moved to approve the recommendation from the  
29 Planning Commission for the proposed amendments to Sections 24.44.010, 24.48.030,  
30 and 24.40.020 of the Willard City Zoning Code. Councilmember Rod Mund seconded  
31 the motion.

32 The motion passed unanimously in a roll call vote.

33 **f. Consideration/Recommendation from the Planning Commission a**  
34 **proposal to amend the General Plan adopted March 2024.**

35 The amendments to the General Plan included:

- 36 ● Adding a small section about preserving wetlands and considering them for future  
37 development.
- 38 ● Updating the transportation map, sensitive lands map, and zoning and future land use  
39 map.

- 1       • Changing the zone along the highway in Old Town Willard to commercial.  
2       Motion: Councilmember Rod Mund moved to amend the General Plan adopted in  
3       March 2024. Councilmember Rex Christensen seconded the motion.

4       The motion passed unanimously in a roll call vote.

5       **g. Consideration of Options regarding paid time off-Annual Leave and sick**  
6       **leave.**

7       The council discussed various options for paid time off, including the possibility of switching  
8       to a PTO system instead of separate vacation and sick leave. Concerns were raised about  
9       disrupting current staff benefits and the potential impact on long-term employees.

10      Jeremy agreed to survey the staff about their preferences and bring back a proposal at the first  
11      meeting in December.

12      **Minutes**

13      **a. Approval for October 9, 2025, minutes.**

14      The council reviewed the minutes from the October 9, 2025, meeting. A correction was noted  
15      on line 16 of the first page, where "Mayor Nelson" was incorrectly written as "Mayor K.  
16      You're Nelson."

17      Motion: Councilmember Mike Braegger moved to approve the minutes with the noted  
18      correction. Councilmember Rex Christensen seconded the motion.

19      The motion passed unanimously.

20      **Financial**

21      **a. Warrants, Vouchers, Reports**

22      The payment document was reviewed and signed.

23      **Department Reports**

24      **a. Public Works**

25      The Public Works department reported they are preparing for snow removal in the coming  
26      weeks. Mayor Nelson mentioned he had asked for a reminder about winter parking  
27      restrictions to be included in the city newsletter.

28      **b. Police Department**

29      It was reported that two police officer positions were offered, with one acceptance and one  
30      candidate receiving a better offer from another city. The department will be hiring one officer  
31      for sure and may wait for more applications before filling the second position.

32      **c. Fire Department**

33      The council inquired about plans for the fire department expansion. It was noted that Zach, a  
34      firefighter, is working on drawings for the expansion and will have them stamped by a  
35      structural engineer.

36      **Council Member Reports**

1    **a. Jacob Bodily**

2    Councilmember Bodily discussed potential locations for crosswalks, suggesting areas near  
3    the post office and the old cemetery by the waterfall. He also mentioned that the Wasatch  
4    Regional Council has a crossing on their map near the school.

5    **b. Rod Mund**

6    Councilmember Mund inquired about the status of the vending machine request from a  
7    previous meeting. The council discussed potential locations and concerns about setting  
8    precedents. It was agreed to add this item to the next agenda for a final decision.

9    **c. Mike Braegger**

10   Councilmember Braegger expressed interest in exploring recycling options for Willard City.  
11   He suggested looking into personal recycling bins like those used in neighboring cities. The  
12   council discussed past recycling efforts and potential challenges. Jeremy was asked to  
13   investigate current options and costs.

14

15   **d. Rex Christensen**

16   Councilmember Christensen provided an update on the sewer board, mentioning that Ruben,  
17   the plant manager, had prepared a summary for the city newsletter. He also noted that the  
18   sewer board would be restructured in January, potentially opening positions for new  
19   members.

20   **e. Jordan Hulsey**

21   Next Councilmember Hulsey had no items to report.

22   **Agenda – November 13, 2025**

23   The council discussed the upcoming meeting schedule, noting that there would be only one  
24   meeting in November and one in December due to holidays and the mayor's absence. They  
25   also mentioned the need to canvass the votes on November 18, 2025, at 6:00 p.m.

26   **Mayor's General Correspondence and Information**

27   Mayor Mote reported that the conditional use permit for the Granite project had been  
28   approved by the county and signed by Granite. He also mentioned the potential boundary  
29   adjustment with Perry and the need for public notification to affected property owners.

30   **City Manager's Report**

31   The City Manager had no additional items to report.

32   **City Planner's Report**

33   No discussion was recorded about this item.

1    **City Attorney's Report**

2    No discussion was recorded about this item.

3    **City Recorder**

4    The City Recorder reminded the council of the upcoming meeting to canvas the votes on  
5    November 18, 2025, at 6:00 p.m. at the Willard City Offices. She also mentioned the Willard  
6    City Employee & Partner Christmas Party scheduled for Tuesday, December 9, 2025, at 6:00  
7    p.m., noting that formal invitations with food choices would be sent out.

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

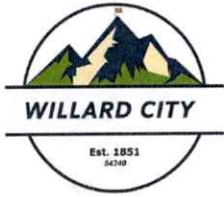
10   No closed session was held.

11   **Adjourn**

12       Motion: Councilmember Jake Bodily moved to adjourn the meeting. Councilmember  
13       Rod Mund seconded the motion. "under duress:"

14   The motion passed unanimously, and the meeting was adjourned.





## Willard City Corporation

435-734-9881  
80 W 50 S  
PO Box 593  
Willard, Utah 84340  
[www.willardcityut.gov](http://www.willardcityut.gov)

### Mayor

Travis Mote

### City Council Members

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

## SPECIAL WILLARD CITY COUNCIL MEETING AGENDA

The Willard City Council of Willard City Corporation will hold a **Special City Council Meeting** on **Tuesday, November 18, 2025**. The meeting will be held in the Willard City Offices located at 80 West 50 South. The meeting will begin promptly at **6:00 p.m.** The agenda will be as follows:

### SPECIAL CITY COUNCIL MEETING

#### 1. CALL TO ORDER

1. Invocation
2. Pledge of Allegiance

#### 2. NEW BUSINESS

#### 3. CANVASS OF NOVEMBER 4, 2025, GENERAL ELECTION

According to State law as provided in UCA 20A-4-301(2)(b)(ii), the Mayor and City Council, acting as the Board of Municipal Canvassers, shall meet to canvass the returns from a municipal general election no sooner than seven (7) days and no later than fourteen (14) after the election.

#### 3. ADJOURNMENT

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at Willard City Hall, on the State of Utah Public Meeting Notice website <https://www.utah.gov/pmn/index.html>, on the Willard City website [www.willardcity.com](http://www.willardcity.com), and sent to the Box Elder News Journal this 10th day of November, 2025.

/s/ Michelle Drago

Deputy City Recorder

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