

Willard City Corporation

435-734-9881
80 W 50 S
PO Box 593
Willard, Utah 84340
www.willardcityut.gov

Mayor

Travis Mote

City Council Members

J. Hulse

R. Christensen

M. Braegger

R. Mund

J. Bodily

*****Amended*****

The Willard City Council of Willard City Corporation will hold a Council meeting on Thursday, January 8, 2026, at Willard City Offices 80 W 50 S. will begin promptly at 6:00 p.m. The agenda will be as follows:

1. Call to Order

- a. Invocation
- b. Pledge of Allegiance
- c. Conflict of interest declaration

- 2. Public Presentation:** Resident(s) attending this meeting will be allotted three (3) minutes to express a concern or ask a question about any issue that IS NOT ON THE AGENDA. No action can or will be taken on any issue(s) presented during this meeting. 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. Public Hearing

- a. A public hearing to receive public comment regarding a proposed municipal boundary adjustment between Willard City and Perry City pursuant to Utah Code Ann. §10-2-419. The proposed adjustment would remove certain parcels from the municipal boundaries of Willard City and place them within the municipal boundaries of Perry City, as shown on the Boundary Adjustment Plat (Exhibit C). All interested persons shall be given an opportunity to be heard

5. New Business

- a. Administration of the Oath of Office for Mayor and Councilmembers.
- b. Review and Approval of the 2026 Annual Meeting Schedule.
- c. Pre-treatment and sewer discharge fees.
- d. Discussion on submitting an application for prioritized Corridor Preservation project for connection of 300 East from 300 South to the Granite Ridge Project for the 2026 funding cycle.

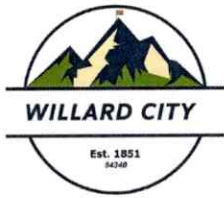
- e. COG/County Commissioner Meeting
 - i. Senior Centers
 - ii. Emergency Services
 - iii. Animal Shelters
 - f. Re-appointment of Jacob Bodily to the Box Elder Mosquito Abatement District
 - g. Discuss and possible approval of Wells Easement Agreement
 - h. Discuss and possible approval of Wells Water Agreement
 - i. Discussion and possible approval of Ordinance 2026-01. An ordinance of Willard City, Utah, approving a municipal boundary adjustment with Perry City pursuant to Utah Code Ann. §10-2-419, adopting the Boundary Adjustment Plat (Exhibit C), and authorizing the Mayor and City staff to execute all necessary documents to complete the boundary adjustment
6. **Next Meeting Agenda** – January 22, 2025
7. **Upcoming events:**
8. **Minutes**
- a. Approval of November 13, 2025, minutes
9. **Financial**
- a. Warrants, Vouchers, Report
10. **Staff Reports**
- a. Public Works
 - b. Police Department
 - c. Fire Department
 - d. City Manager
 - e. City Planner
 - f. City Attorney
 - g. City Recorder
11. **Council Member Reports**
- a. Jacob Bodily
 - b. Rod Mund
 - c. Mike Braegger
 - d. Rex Christensen
 - e. Jordan Hulsey
12. **Mayor's General Correspondence and Information**

13. 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.

14. Adjourn

/s/ Jeremy Kimpton
Willard City

Posted:



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PO Box 593
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WILLARD CITY 2026 MEETING SCHEDULE

November 30, 2025

Pursuant to Section 52-4-202 Utah Code Annotated, Willard City Corporation hereby gives its annual notice regarding meeting schedules for Calendar Year 2026.

The Willard City Council will hold regular meetings on the second and fourth Thursdays of each month, excluding holidays. The meetings will begin at 6:30 p.m. and will be held at Willard City Hall, 80 West 50 South. All agenda items must be submitted to the City Recorder (435-734-9881, P.O. Box 593, Willard, UT 84340) by 12:00 p.m. the Friday prior to the meeting.

The Willard City Planning Commission will hold regular meetings on the first and third Thursdays of each month, excluding holidays. The meetings will begin at 6:30 p.m. and will also be held at Willard City Hall. Agenda items must be submitted two weeks prior to the meeting.

The Willard City Administrative Land Use Authority (ALUA) and Willard City Conditional Use Permit (CUP) Review Committee will hold meetings as required. Meetings are usually held on Thursdays, excluding holidays, but can be held on other days if needed. Meetings will be held at Willard City Hall. Agendas will be posted at least 24 hours prior to any meeting.

All meetings, including any additional meetings, cancellations, or changes to the schedule, will be posted at the Willard City Hall and on the State of Utah Public Meeting Notice website (www.utah.gov/pmn).

I, duly appointed Recorder for Willard City Corporation, hereby certify that the foregoing was posted at the Willard City Hall and on the Utah Public Meeting Notice website this 30th day of November 2025.

City Recorder

Box Elder Mosquito Abatement District
115 SOUTH 1050 WEST
BRIGHAM CITY, UTAH 84302
(435) 723-3700

November, 2025

Willard City Mayor and City Council
P.O. Box 593
Willard, Utah 84340

Dear Mayor Mote and Council Members,

This letter is to inform you that Jacob Bodily's term as a member of the Board of Trustees of the Box Elder Mosquito Abatement District is coming to an end on December 31, 2025.

We have appreciated the fine work Jacob has done on the Board of Trustees. He has been an outstanding member of the Board since 2024. His attendance and participation have been valuable to the ongoing success and efficiency of the Mosquito Abatement District.

With Jacob's term expiring, it becomes necessary that the Willard City Council provide the Abatement District with a new member as commencing on January 1st, 2026 and extending through the calendar year 2029. (see State code 17B-1-304(4)).

The Council has three options to fill this vacancy: 1) re-appoint Jacob for another 4-year term; 2) appoint an elected official from Willard City; or 3) appoint a qualified Willard City citizen as per the requirements outlined in State Code 17B-1-304; Jacob will continue to serve as per statute until a successor is appointed or he is re-appointed. While it is preferred that an elected official serve on the District's Board, it is not required. Appointee must live within Willard City Limits.

The Board of Trustees generally meets just six times per year on the first Tuesday of February, April, June, August, October, and December at 7pm. Should this schedule conflict with any candidate's schedule we simply ask that you appoint someone who can attend under normal circumstances.

Please contact me with any questions.

A letter of affirmation of the Willard City Council's appointment to the Board of the Box Elder Mosquito Abatement District will be gratefully appreciated. In addition, please fill out and return the accompanying Board Member Certification Form when the selection process is complete.

Respectfully,



Tyson M. Packer, Director
Box Elder Mosquito Abatement District
(435)723-3700
director@boxeldermosquito.gov

Date _____

Tyson M. Packer
District Director
Box Elder Mosquito Abatement District
115 South 1050 West
Brigham City, Utah 84302

Mr. Packer,

During the _____ (date action occurred) City Council
meeting _____ (selected person) was appointed to
serve a four-year term of office commencing on _____
and ending on _____ on the Board of Trustees for the
Box Elder Mosquito Abatement District.

Signed,

Contact Information of Appointed Board Member

Name:

Address:

E-mail:

Phone:

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Willard City
80 W. 50 S.
Willard, Utah 84340

Affecting Tax Parcel No. 02-045-0003

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2025, by and between by and between WELLS FAMILY INVESTMENTS, LLC, W. ARNELL WELLS, LLC, WELLS BROTHERS INVESTMENTS, LC (hereinafter collectively referred to as “**Wells**” or “**Grantor**”), and WILLARD CITY, a body corporate and politic of the State of Utah (hereinafter “**the City**” or “**Grantee**”). Wells and the City are hereinafter referred to collectively as the “**Parties**” and individually “**Party**.”

RECITALS

A. Wells is the record owner of certain real property (the “**Wells Property**”) located near Willard City in Box Elder County, Utah, further identified in Box Elder County records as Tax Parcel No. 02-045-0003, and more particularly described in **Exhibit “A”** attached hereto and incorporated by reference;

B. The Parties desire to enter into this Agreement whereby the City will obtain a certain limited access easement and pipeline utility easement across the Wells Property in exchange and consideration for the City entering into a concurrent agreement providing and supplying Wells certain water rights and connections to the water line and public culinary water maintained and/or controlled by the City around the Wells Property (the “**Water Agreement**,” incorporated herein by reference); and

C. The Parties desire that said access easement and pipeline utility easement be on the terms, covenants, and conditions set forth herein.

AGREEMENT

NOW THEREFORE, incorporating the foregoing recitals and in consideration of the mutual agreements and covenants contained herein and for other value consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Access Easement and Utility Easement. Expressly provided that the Water Agreement has been finalized, executed, and recorded concurrently herewith, Wells hereby grants to the City the following perpetual, non-exclusive access easement (“**Access Easement**”), which is more particularly and legally described in **Exhibit “B”** attached hereto, and pipeline utility easement (“**Utility Easement**”), which is more particularly and legally described in **Exhibit “C”** attached hereto (the Access Easement and Utility Easement are collectively referred to herein as the “**Easement**” or the “**Easement Area**”). For the benefit of the Parties, and to avoid confusion as to the location and scope of the Easement, a professional survey has been attached as **Exhibit “D”** hereto, which shall be used for general depiction only. The Easement shall be in, on, under, across, and along that certain portion of the Wells Property as described herein, and shall be for the purposes and subject to the terms and conditions set forth in this Agreement. The location and configuration of the Easement may only be adjusted in writing by the mutual agreement of the Parties. Any such adjustment shall be memorialized in a mutually executed amendment to this Agreement. Except as described herein, Wells shall retain the full use and enjoyment of the Wells Property. Any access to and/or use by the City of the Easement is limited by and subject to the terms and conditions of this Agreement.

2. Use and Purposes.

2.1 The Utility Easement granted herein may be used by the City for the purpose of constructing, installing, using, maintaining, operating, repairing, inspecting, replacing, removing, and accessing that certain twenty-five foot (25’) wide pipe system for a utility pipelines (“**Pipelines**”) from and between the property owned by the City, situated adjacent to the Wells Property, and Highway 89, in the County of Box Elder, State of Utah, and for lawful purposes ancillary thereto.

2.1.1 Before commencing any Pipeline construction, installation, or repair work on the Easement Area, other than on an emergency basis, the City shall first (a) notify Wells in writing of the scope and schedule of work and any potential impacts to the private road(s) / haul road(s) located on the Wells Property, (b) confer, collaborate, and cooperate with Wells so as to minimize any disruptions to, impacts to, or interference with the Wells Property, the private road(s) / haul road(s) on the Wells Property, the use of the Wells Property, and/or any other commercial or private operations on the Wells Property, and (c) obtain Wells’s prior written consent (which consent may be reasonably conditioned, but not unreasonably withheld). During the periods of the City’s construction, installation, and repair of the Pipeline, the City will have a non-exclusive, temporary easement for the construction, installation, and repair work, as mutually agreed upon by the Parties (“**Construction Easement**”). All such City construction, installation, and repair work must be diligently pursued to completion. The Construction Easement shall automatically terminate upon the completion of the subject Pipeline construction, installation, or repair work. Notwithstanding the foregoing, in the event of emergency such as failure or damage to the pipeline, the City may access the Easement Area to perform emergency repairs and shall provide notice to Wells as soon as possible.

2.1.2 The Utility Easement will be located in or alongside the existing private road(s) / haul road(s) situated on the Wells Property (as generally depicted on **Exhibit “D”**) and is not intended to interfere in any way with the Wells Property. The City, for itself, for its

Successors and Visitors, and for all present and future Occupants of the Property, does hereby acknowledge, confirm and agree, without limitation, that, except for minimal, temporary, and reasonable interference necessary to construct, install, and repair the Pipeline during the term of any Construction Easement, it will exercise its best efforts to not make any use of the Utility Easement or Easement which will interfere with (a) any use of the Wells Property (including, but not limited to the private road(s) / haul road(s) located thereon), by Wells's Successors or Visitors, or by any Occupants of the Wells Property, (b) or any private or commercial operations conducted on the Wells Property. For purposes hereof, "**Successors**" of a party shall mean the heirs, grantees, assignees and successors in title to the subject Party's property; "**Visitors**" shall mean the employees, customers, agents, visitors and other licensees and invitees of the subject Party; and "**Occupants**" shall mean the owners, tenants, subtenants, occupants and all other parties in possession of the subject Party's property.

2.2 The Access Easement granted herein may be used by the City for the purpose of pedestrian and vehicular ingress, egress, and access over the Easement to, from, and between the property owned by the City, situated adjacent to the Wells Property, and 750 North and State Highway 89, in the County of Box Elder, State of Utah. When using such Access Easement, the City shall avoid entering any mining or other active operations on the Wells Property.

2.2.1 The Access Easement will be located within the existing private road / haul road on the Wells Property (as generally depicted on **Exhibit "D"**) and is not intended to interfere in any way with the Wells Property or any private road(s) / haul road(s), or the current or future use of the Wells Property, or the private road(s) / haul road(s). The Parties expressly agree that the Access Easement may be relocated by Wells upon six (6) months written notice, at the Wells' sole cost and expense, in the event of future subdivision or development of the Wells Property, provided, however, that the Access Easement will continue to provide the City reasonable access to the Easement Area for all purposes articulated herein. In the event of and prior to the relocation of the Access Easement, Wells will consult with the City Engineer to ensure the City has reasonable access to the Easement Area. The City, for itself, for its Successors and Visitors, and for all present and future Occupants of the Property, does hereby acknowledge, confirm and agree, without limitation, that it will not make any use of the Access Easement or Easement Area which will interfere with (a) any use of the Wells Property (including, but not limited to the private road(s) / haul road(s) located thereon), by Wells's Successors or Visitors, or by any Occupants of the Wells Property, (b) any future subdivision or lot layout of the Wells Property (or any portion thereof) as contemplated in the Water Agreement, if any, or (c) any private or commercial operations conducted on the Wells Property.

2.3 When using the Easement (including the Utility Easement and Access Easement) and/or accessing the Easement Area, the City must comply with all applicable state, local and federal laws, rules, regulations, and permits and safety protocols, including, without limitation, checking in with any operational site supervisor prior to any entry, access, or use of the Easement Area that is near, around, or within the boundaries of any active mining, quarry, or other active operations. Wells shall have the right (but not the obligation) to accompany (or have Wells's designee accompany) the City on any such entry upon the Easement Area.

2.4 Wells, for itself, for its Successors and Visitors, and for all present and future Occupants of the Wells Property, does hereby acknowledge, confirm, and agree, without limitation, that it will not make any use of the Easement Area which will unreasonably interfere with the City's authorized use of such Easement Area.

2.5 THE PROVISIONS OF THIS AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE A DEDICATION FOR PUBLIC USE OR TO CREATE ANY RIGHTS IN THE GENERAL PUBLIC.

2.6 The Easement granted herein is not exclusive to the grantee, and Wells hereby reserves the right(s) (a) to grant further rights in and to permit other uses of the Easement Area, and (b) for itself and its Successors, Visitors and Occupants to use the Easement Area, in each case so long as said other uses are not inconsistent with and do not unreasonably interfere with the authorized use of the Easement Area by the City as granted herein, and in each case subject to the provisions and limitations of this Agreement.

3. Maintenance, Repair, Indemnity and Insurance. The City hereby agrees:

3.1 Not to fence the Easement or Easement Area or utilities contained within such Easement Area and not to erect any type of building, obstruction, barrier, or other improvement of a permanent nature in or along the private road(s) / haul road(s) on the Wells Property or in any way permanently prevent, hinder or delay use of the private road(s) / haul road(s) by Wells, its Successors or Visitors, or present or future Occupants of the Wells Property with the exception of (a) incidental, temporary encroachments upon the Easement Area which may occur in conjunction with the construction, installation, maintenance, or repair of the Pipeline pursuant to and in compliance with the terms and conditions of this Agreement (including, without limitation, the provisions of Article 2 above), provided such encroachments are mutually agreed upon by the Parties prior to commencement of any such work and the subject work is diligently pursued to completion; (b) reasonable traffic or animal controls approved in advance by Wells as may be necessary to guide and control the orderly flow of traffic and implement the safety and security of either Party's operations, so long as the Easement Area is not unreasonably hindered, closed, or blocked; and/or (c) for temporary blockage of certain areas deemed necessary by the Parties to prevent a public dedication of an easement or access right;

3.2 To keep the Wells Property and Easement Area free and clear of any liens arising out of any work performed, materials furnished, or obligations incurred by the City (or its Successors);

3.3 To maintain the Easement Area in good condition and repair and to repair any damage the City, its contractors, agents and/or employees cause to the Wells Property or Easement Area (including, but not limited to, any damage caused to the private road(s) / haul road(s), whether before, during, or after installation of the Pipeline);

3.4 To comply with all applicable state, local and federal laws, rules, regulations and permits and safety protocols of any active operations being conducted on the Wells Property;

3.5 To obtain, at the City's sole cost and expense, all applicable permits and other government authorizations for the construction, use, maintenance, operation, alteration, addition to, repair, replacement, reconstruction, inspection and removal of the Pipeline and/or utilities within the Easement;

3.6 To indemnify, defend and hold harmless Wells (and its Successors, parent company and affiliates, and their respective directors, shareholders, officers, employees, contractors and agents) against any loss, damage, and/or injury caused by any act or omission of the City or of its Successors, agents, contractors and/or employees; and

3.7 To comply with the following insurance requirements: During the term of this Agreement, the City shall, at its sole cost and expense, obtain and keep in full force and effect commercial general liability insurance on an occurrence basis (of no less than \$2 Million limits, including, contractual liability, broad form property damage, pollution liability, products liability, completed operations, contractors liability, and protective liability), automobile liability insurance (of no less than \$2 Million limits, including, without limitation, owned, non-owned and hired automobile liability) and Worker's Compensation in accordance with statutory requirements and employer's liability insurance as will adequately protect Wells. The commercial general liability policy and the automobile liability policy required to be carried by the City pursuant to this Agreement shall: (i) be endorsed to (a) name Wells and its parent company and affiliates, and their respective officers, directors, employees and agents as additional insureds ("**Additional Insureds**") and (b) state that the insurance provided by the City shall apply as primary insurance without the right of contribution from any other insurance coverage of Wells which shall be excess only; and (ii) contain a waiver by the insurer of any right to subrogation against Wells and the other Additional Insureds. Before commencing any work or activities on the Easement Area, the City will provide Wells with a certificate of insurance, evidencing that the coverage required by this section is in place, and containing the provisions specified herein. The City shall require and verify that all the City's contractors and agents that use, access, and/or engage in any work or activities on or about the Easement Area maintain insurance meeting all the requirements stated in this sub-section and name Wells and the other Additional Insureds as additional insureds on such insurance. The City releases Wells and the other Additional Insureds from any liability for injury to any person or damage to property that is caused by or results from any risk insured against under any insurance policy required by this Agreement or any other valid and collectible insurance policy otherwise carried by the City.

4. Recognition of Title. The Easement granted herein is subject to all valid and existing licenses, easements, reservations, conditions and matters of public record affecting the Wells Property as of the date this Agreement is recorded in the Official Records of Box Elder County and not otherwise subordinated hereto.

5. Successors and Assigns. The Easement shall run with the land, may not be assigned or transferred separate or apart from the parcels which they burden or benefit, and shall bind and inure to the benefit of the owners of the Wells Property and their respective Successors in title and Occupants.

6. General Provisions.

6.1 Notices. Any notice or other communication pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon actual receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

To Wells: Wells Family Investments, LLC
4 N 100 E
Willard, Utah 84340

And

Wells Brothers Investments, LC
781 N 800 W
Brigham City, Utah 84302

And

W. Arnell Wells, LLC
1244 N Main
Willard, Utah 84340

To City: Willard City
80 W 50 S
P.O. Box 593
Willard, Utah 84340
Attn: City Manager
Telephone: 435-734-9881

6.2 Merger/Entire Agreement. All Attachments and Exhibits to which reference is made in this Agreement are deemed incorporated into the Agreement whether or not actually attached. This Agreement (including the Attachments, Exhibits and Recitals) is intended to be the entire agreement of the Parties with respect to the subject matter hereof. Except as noted in this paragraph, all prior negotiations and written and contemporary oral agreements between the Parties and their agents with respect to the express subject matter of this Agreement are merged in

this Agreement together with its exhibits. This Agreement may be modified only by a writing signed by both Parties.

6.3 Governing Law. This Agreement is to be governed by, and construed in accordance with, the internal laws of the State of Utah, without giving effect to any choice or conflict of law provisions or rule which would cause the application of the laws of any jurisdictions other than the State of Utah. Venue for any legal proceeding shall be in the County in which the Wells Property is located. Each Party hereto irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement.

6.4 Attorneys' Fees. If any Party hereto institutes an action or proceeding, for injunctive relief, for specific performance of the obligations hereunder, for an alleged breach or default of this Agreement, the Party determined by the court to be the prevailing Party shall be entitled to its reasonable attorneys' and legal fees and costs incurred, in addition to any other damages or relief awarded.

6.5 Miscellaneous. Time shall be of the essence as to all dates and times of performance. Any obligation that falls due or specified time period which ends on a Saturday, Sunday or legal holiday shall be deemed to fall due or end on the next business day. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of Utah or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any other remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedies unless they are expressly excluded. Each Party has received independent legal advice from its attorney(s) with respect to this Agreement and the transaction which is the subject of this Agreement. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution to such Party as the sole source of the language in question. The Parties agree that nothing contained herein shall constitute either Party the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create or constitute any partnership, agency, joint venture, or form of business organization between the Parties hereto, nor is either Party granted the right or authority to assume or create any obligation or responsibility on behalf of the other Party. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any person or entity other than the Parties hereto.

[Signatures on Following Page]

W. ARNELL WELLS, LLC

By: Eleanor R. Wells

Its: Owner/Manager

STATE OF UTAH)
 ss
COUNTY OF BOX ELDER)

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ____ day of _____, 2025, personally appeared ELEANOR R. WELLS, the Owner/Manager of W. Arnell Wells, LLC, a limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

WELLS BROTHERS INVESTMENTS, LC

By: Brad Wells

Its: Manager

STATE OF UTAH)
 ss
COUNTY OF BOX ELDER)

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ____ day of _____, 2025, personally appeared BRAD WELLS, the Manager of Wells Brothers Investments, LC, a limited company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

WILLARD CITY CORPORATION

By:
Willard City Mayor

ATTEST:

By:
Willard City Recorder

EXHIBIT “A”

(Legal Description of the Wells Property)

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 8 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN,
LESS THE PROPERTY FORMING THE CANAL.

Cont. 38.61

Tax Parcel No. 02-045-0003

EXHIBIT "B"

(Legal Description of the 10' Access Easement)

A 10.00 FOOT WIDE ACCESS EASEMENT BEING 5.00 FEET LEFT AND 5.00 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF ARNELL WELLS LLC ETAL PROPERTY, TAX ID NO. 02-045-0003 LOCATED 860.97 FEET NORTH 89°10'17" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 1343.00 FEET SOUTH 00°00'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 23;

RUNNING THENCE SOUTH 21°55'35" WEST 4.87 FEET; THENCE SOUTH 23°47'49" WEST 125.69 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 422.17 FOOT RADIUS CURVE, A DISTANCE OF 130.33 FEET, CHORD BEARS SOUTH 14°57'09" WEST 129.82 FEET, HAVING A CENTRAL ANGLE OF 17°41'19"; THENCE SOUTH 06°26'24" WEST 282.93 FEET; THENCE SOUTH 00°00'00" EAST 140.58 FEET; THENCE SOUTHWESTERLY TO THE RIGHT ALONG THE ARC OF A 60.96 FOOT RADIUS CURVE, A DISTANCE OF 83.05 FEET, CHORD BEARS SOUTH 39°01'49" WEST 76.77 FEET, HAVING A CENTRAL ANGLE OF 78°03'38"; THENCE SOUTH 81°34'18" WEST 10.11 FEET TO THE CENTERLINE OF THE OGDEN BRIGHAM CANAL AND THE TERMINUS OF THIS EASEMENT.

EXHIBIT "C"

(Legal Description of the 25' Pipeline Utility Easement)

A 25.00 FOOT WIDE ACCESS AND WATERLINE EASEMENT BEING 12.50 FEET LEFT AND 12.50 FEET RIGHT OF THE FOLLOWING DESCRIBED ALIGNMENT SITUATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE NORTH LINE OF ARNELL WELLS LLC ETAL PROPERTY, TAX ID NO. 02-045-0003 LOCATED 1008.72 FEET NORTH 89°10'17" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND 1343.35 FEET SOUTH 00°00'00" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 23;

RUNNING THENCE SOUTH 10°52'53" WEST 700.49 FEET; THENCE SOUTH 38°04'34" EAST 220.85 FEET; THENCE SOUTHERLY TO THE NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 290.92 FOOT RADIUS CURVE, A DISTANCE OF 35.71 FEET, CHORD BEARS SOUTH 02°54'49" WEST 35.69 FEET, HAVING A CENTRAL ANGLE OF 07°01'58"; THENCE SOUTH 03°23'30" EAST 398.41 FEET; THENCE SOUTHERLY TO THE LEFT ALONG THE ARC OF A 668.03 FOOT RADIUS CURVE, A DISTANCE OF 44.99 FEET, CHORD BEARS SOUTH 05°19'15" EAST 44.98 FEET, HAVING A CENTRAL ANGLE OF 03°51'31" TO THE SOUTH LINE OF SAID ARNELL WELLS LLC ETAL PROPERTY AND THE TERMINUS OF THIS EASEMENT.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Wells Family Investments, LLC
4 N 100 E
Willard, Utah 84340

Affecting Tax Parcel No. 02-045-0003

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WATER AGREEMENT

This WATER AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 2025, by and between WELLS FAMILY INVESTMENTS, LLC, W. ARNELL WELLS, LLC, WELLS BROTHERS INVESTMENTS, LC (hereinafter collectively referred to as “**Wells**” or “**Water User**”), and WILLARD CITY, a body corporate and politic of the State of Utah (“**City**”). Wells and the City are hereinafter referred to collectively as the “**Parties**” and individually “**Party**.”

RECITALS

A. Wells is the record owner of certain real property (the “**Wells Property**”) located near Willard City in Box Elder County, Utah, further identified in Box Elder County records as Tax Parcel No. 02-045-0003, and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference;

B. Wells desires to develop the Wells Property at some point in the future, after current mining and quarry operations have concluded on the Wells Property;

C. In exchange for a certain limited access easement and pipeline utility easement across the Wells Property, as defined and more particularly described in that certain Easement Agreement of even date and executed by the Parties concurrently herewith, which is expressly incorporated herein by reference, the City agrees to provide to Wells and the Wells Property as consideration for the Easement Agreement culinary water in the event the Wells Property is developed in the future, subject to the terms of this agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Easement Agreement and Water Agreement, respectively.

D. Per Section 24.80.140 (Water Rights) of the City’s Zoning Code and the City’s water rights acquisition policy and conveyance requirements (collectively “**City Water Rights Requirements**”), the City Council may, in its discretion and with advice from the City Public Works Director and City Engineer, accept an amount “in lieu of actual conveyance of water rights.” In accordance with the City Water Rights Requirements, the City finds the conveyance of the limited access easement and pipeline utility easement from Wells to the City pursuant to the terms and conditions of the Easement Agreement qualifies as a sufficient amount “in lieu of actual conveyance of water rights” in the event the Wells Property is developed as contemplated in, and subject to, the terms of this Agreement.

E. The Parties desire to enter into this Agreement whereby the City agrees to provide culinary water to Wells in the event of any proposed future development on the Wells Property, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, incorporating the above recitals and in consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Provision of Water. The City agrees to make available for use at the Wells Property a sufficient supply of culinary water to service the Wells Property and the anticipated future lots on the Wells Property up to and not to exceed thirty (30) equivalent residential units. This Agreement does not approve any future rezone or subdivision of the Wells Property. The Parties understand that as of the effective date of this Agreement, no proposed plat of subdivision has been approved by the City, and that by this Agreement, the City is not approving any such plat or waiving any requirement to obtain such City approval for a proposed development and/or subdivision, or waiving potentially applicable equitable, proportionate and reasonable impact fees pursuant to the Utah Impact Fees Act (U.C.A § 11-36a) and the City's Impact Fee Ordinance. Any proposed development put forth by Wells will remain subject to applicable subdivision law and compliance with governmental requirements (including, obtaining future approval of necessary zoning changes). However, by this Agreement, the City agrees to reserve a sufficient quantity of culinary water to at least supply the anticipated thirty (30) lots on the Wells Property, subject to City's final approval (in its municipal capacity) of a proposed development put forth by Wells in the future. For the avoidance of doubt, the Parties agree that (a) this Agreement will satisfy the water rights requirements applicable to Wells's anticipated future subdivision and development of the Wells Property under applicable state and local law and the City's Municipal Code, standards, policies, ordinances, and regulations (as such may be amended), including, but not limited to, Section 24.80.140 (Water Rights) of the City's Zoning Code and the City's water rights acquisition policy and conveyance requirements, and (b) Wells (and its successors and assigns) will not be required to furnish any further water rights (by conveyance, dedication, payment, or otherwise) as a condition to, as a requirement of, or as part of the application for or approval of such development.

2. Wells Notice. To exercise its rights under this Agreement, Wells shall notify the City of its intention to commence efforts to develop the Wells Property as contemplated in this Agreement by no later than one hundred (100) years after the Effective Date of this Agreement.

3. Rate. At the time a water rate is charged by the City for the development of the Wells Property, the rate charged shall be the same rate charged other City users for similar water services from the City's water system as established by the City Council from time to time in accordance with the City Municipal Code, applying any available rebates and/or discounts.

4. Water User's Cooperation. Wells shall cooperate with the City and be responsible for obtaining all permits, and any and all other necessary approvals and/or extension agreement that may be required for Water User's use of the City's culinary water system. The Parties agree to execute any and all documents which might be reasonably required to implement the provisions of this Agreement.

5. Disclaimer; Force Majeure. Wells acknowledges and agrees that water availability may be determined by factors beyond the City's control, including but not limited to drought. If either Party is delayed in or prevented from the performance of any act required under this Agreement by reasons not the fault of the Party and beyond the control of such Party, performance of the action in question shall be excused for the period of delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

6. Limitation of Damages. Notwithstanding anything to the contrary contained in this Agreement, under no circumstances will Wells or the City be liable under this Agreement or otherwise for lost profits, lost opportunity, indirect, consequential, punitive, or special damages regardless of the nature of the default or the basis of the claim.

7. Rules and Regulations. Water User agrees to follow all rules and/or regulations duly adopted by the City Council, which apply to City water users, subject to any applicable exemptions. Any modifications or amendments subsequently adopted by City Council action shall only be applied to Water User prospectively and not retroactively.

8. Recordation. It is understood and agreed that this Agreement may be recorded in the Official Records of Box Elder County.

9. Effective Date. This Agreement shall become effective as of the date first hereinabove written.

10. Construction; Severability. Headings used in this Agreement are for convenience or reference only and are not intended to govern, limit, or aid in the construction of any term or provision hereof. The Parties have participated jointly in negotiating and drafting this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder" and other terms of like or similar import, will be deemed to refer to this Agreement as a whole (including Exhibits) and not to any particular section, subsection or paragraph. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction or rendered by the adoption of a statute by the State of Utah or the United States invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11. Choice of Law; Venue. This Agreement is to be governed by, and construed in accordance with, the internal laws of the State of Utah, without giving effect to any choice or conflict of law provisions or rule which would cause the application of the laws of any jurisdictions other than the State of Utah. Venue for any legal proceeding shall be in the County of Box Elder.

12. Waiver. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement.

13. Legal Advice. Each Party has received independent legal advice from its attorneys with respect to this Agreement.

14. Relationship of Parties. Parties agree that nothing contained herein shall constitute either Party, the agent or legal representative of the other for any purpose whatsoever, nor shall this Agreement be deemed to create or constitute any partnership, agency, joint venture, or form of business organization between the parties hereto, nor is either party granted the right or authority to assume or create any obligation or responsibility on behalf of the other Party.

15. Binding on Successors; No Obligations to Third Parties. This Agreement shall be binding upon and shall inure solely to the benefit of the Parties hereto, the owners of the Wells Property, and their respective successors in interest, and this Agreement and all covenants contained herein shall run with the land. This Agreement is made for the sole benefit of the Parties hereto and their respective successors and assigns. Except as otherwise expressly provided herein, this Agreement shall not confer any rights upon, nor obligate any of the Parties hereto, to any other person or entity.

16. Divisibility. In the event that Water User subdivides or sells a portion of the Wells Property, Water User may apportion and allocate the benefits and burdens of this Agreement between such parcels in Water User's discretion provided that the benefits and burdens to the City are not materially affected thereby, namely the provision of water for thirty (30) equivalent residential units. Likewise, Water User may apportion or allocate the benefits and burdens of this agreement between other parcels owned by Water User adjacent to the Wells Property, subject to the same conditions.

17. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) e-mail, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon actual receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Wells:

WELLS FAMILY INVESTMENTS, LLC
4 N 100 E
Willard, Utah 84340

WELLS BROTHERS INVESTMENTS, LC
781 N 800 W
Brigham City, Utah 84302

W. ARNELL WELLS, LLC
1244 N Main
Willard, Utah 84340

With a copy to:

HILLYARD, ANDERSON & OLSEN, P.C.

Attn: S. Drew Parkinson
595 S. Riverwoods Pkwy. Ste. 100
Logan, Utah 84321
Telephone: (435) 752-2610
Email: drew@hao-law.com

If to the City:

WILLARD CITY
Attn: City Manager
80 W 50 S
P.O. Box 593
Willard, Utah 84340
Phone: (435) 734-9881
Email: jkimpton@willardcity.com

18. Entire Agreement. The Easement Agreement, this Agreement, and all other Exhibits hereto, as well as the Recitals herein, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements with respect to the subject matter hereof, including any prior letter(s) of intent. There are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement may be modified only by a writing signed by both Parties. All Exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

19. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original as against the Party signing such counterpart, but which together shall constitute one and the same instrument.

[signatures on following page]

By: Eleanor R. Wells
Its: Owner/Manager

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ____ day of _____, 2025, personally appeared ELEANOR R. WELLS, the Owner/Manager of W. Arnell Wells, LLC, a limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

By: Brad Wells
Its: Manager

BEFORE ME THE UNDERSIGNED, a Notary Public, within and for said State and County, on this ____ day of _____, 2025, personally appeared BRAD WELLS, the Manager of Wells Brothers Investments, LC, a limited company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

WILLARD CITY CORPORATION

By:
Willard City Mayor

ATTEST:

By:
Willard City Recorder

EXHIBIT “A”

(Legal Description of the Wells Property)

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23,
TOWNSHIP 8 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN,
LESS THE PROPERTY FORMING THE CANAL.

Cont. 38.61

Tax Parcel No. 02-045-0003

**WILLARD CITY
ORDINANCE 2026-01**

**AN ORDINANCE OF WILLARD CITY, UTAH, ADJUSTING A COMMON
BOUNDARY BETWEEN PERRY CITY AND WILLARD CITY.**

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

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

WHEREAS, *Utah Code Annotated* §10-2-419, 1953 as amended, provides a procedure for two or more municipalities to adjust a common boundary;

WHEREAS, *Utah Code Annotated* §10-2-419(2)(a)(i) requires each municipality intending to adjust its common boundaries to adopt a resolution indicating its intent to adjust boundaries;

WHEREAS, Perry City adopted **Resolution 2025-20** as set forth in Exhibit “A” hereto indicating intent to adjust a common border with Willard City and held the required public hearing on December 22, 2025, after publication of the required notice;

WHEREAS, Willard City adopted **Resolution 2025 – 16B** as set forth in Exhibit “B” attached hereto indicating intent to adjust a common border with Perry City and held the required public hearing on January 8, 2026, after publication of the required notice for the same;

WHEREAS, no written protest to this boundary adjustment has been filed with the City Recorder;

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health, and welfare are at issue in this matter and requires action by the City as noted above;

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

Section 1: Adoption. In accordance *Utah Code Annotated* §10-2-419, the common boundary with Perry City is hereby approved as set forth in the attached Boundary Adjustment Plat in Exhibit “C” attached hereto and incorporated herein by this reference. The area within this boundary adjustment shall be removed from the Willard City boundaries and from its Zoning Map and General Plan Map.

Section 2: Repealer. Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

Section 4: Effective date. This Ordinance adopted becomes effective when each of the two cities involved in the boundary adjustment has adopted an ordinance under *Utah Code Annotated* §10-2-419(5). The effective date of a boundary adjustment under this *Utah Code Annotated* §10-2-419 is governed by *Utah Code Annotated* §10-2-425.

PASSED AND ADOPTED this _____ day of January 2026.

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

WILLARD CITY

Travis Mote
Willard City Mayor

ATTEST:

Diana Mund, Willard City Recorder

RECORDED this ____ day of _____ 2026.

PUBLISHED OR POSTED this ____ day of _____ 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with *Utah Code Annotated* §10-3-713, as amended, I, the City Recorder of Willard City, hereby certify that the foregoing Ordinance was duly passed and published as required by State Law.

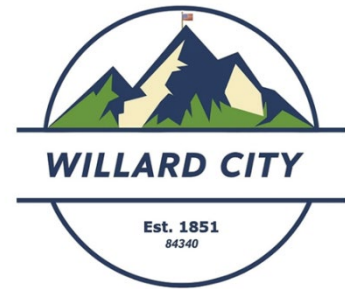
City Recorder

DATE: _____

Staff Review Memo

January 2, 2026

Madison Brown, Planner



Boundary Adjustment

Request: Adjust Northern Municipal Boundary between Willard and Perry
Property Location: 3630 S 1200 W (200 W)
Property Zone: A-5
Property Size: 53.854 acres
Applicant: Pat Burns (Lync), Chad Braegger (Resident), Perry City, Willard City

Governing Document(s): Boundary Adjustment Plat, Ordinance 2026-01
Decision Type: Legislative
Staff Recommendation:

I. BACKGROUND

a. Rezone

January 3, 2024 – Lync Construction submitted a rezoning application for parcels 02-035-0061, 02-035-0063, 02-035-0079, and 02-035-0075 at approximately 3700 S 1200 W in Perry, requesting a change from A-3 and A-5 to R ½.

January 18, 2024 – Lync Construction attended SLUA and presented a concept plan and rezone request to change the zoning from A-5 to R ½. SLUA supported the zoning change; however, the 2017 Future Land Use Map still designated the area as A-3/5. Lync Construction was advised to petition for a General Plan amendment before submitting its rezone.

February 1, 2024 – Pat Burns of Lync Construction attended the Planning Commission meeting for a public hearing on the petition to amend the 2017 Future Land Use Map. After public comment and discussion, he withdrew the petition because the General Plan was already being updated. Withdrawal prevented a mandatory waiting period should the petition have been denied.

March 2024 – The General Plan update was approved, including a revised Future Land Use Map designating the property as R ½. With this change, Lync Construction no longer needed a General Plan amendment, though a rezone was still required.

April 25, 2024 – Lync Construction presented a subdivision concept plan to SLUA. SLUA identified issues needing further work, including rezone status, water, sewer, and stormwater. No action was taken, and Lync Construction was asked to return with a revised plan. The rezone application was forwarded to the Planning Commission.

June 6, 2024 – A public hearing on the rezone was held during the Planning Commission meeting. Two public comments were received (see below). The Planning Commission recommended that the City Council approve the rezone.

Public Comments:

1. **Roline Hinrichsen**, 3580 South 1200 West/Perry Street, asked for an explanation of the incorrect maps. Ms. Brown said the maps were created for the new General Plan in March, the use designation were backward. The zoning map identified the property in question with an R-1/2 Zone; the Future Land Use Map identified it as Agriculture with three to five acre lots. The maps now correctly identified the Lync property with a current zone of A-5 (agriculture with a minimum lot size of five acres) and a future land use designation of R-1/2.

Councilmember Hulsey said Willard would not automatically rezone the Lync property, but their request did comply with the future land use plan of Willard City.

Mr. Hinrichsen said it sounded like Willard had already decided to rezone the property, which he felt was very sad. He quoted from the General Plan, *“Willard City has a rich rural, agricultural history. The citizens have worked to maintain the rural and small-town qualities of the City. Residents desire to continue to recognize the heritage of areas where rural pursuits, agricultural activities, and the grazing of animals are allowed and protected. Maintaining the small-town and rural ambiance will not be easy as the City faces constant growth pressures from the north and south. City officials and residents must remain committed to protecting the small-town qualities of their City and protecting the City's agricultural heritage. This Plan provides various policy statements to guide future land use and community decisions applicable to the City's Agricultural Heritage Areas.*

The Agriculture District (Future Land Use Map) provides areas of the City determined appropriate to provide opportunities for low density residential development patterns (minimum lot size 3 – 5 acres) and the protection of viable agricultural soils. The Agriculture area promotes agriculture, as determined by the landowner, based on the area used for viable agriculture and the opportunity to qualify such areas under farmland or greenbelt property...”

Mr. Hinrichsen felt one dwelling unit for every three to five acres would keep Willard rural. That was Willard's plan. That was what Willard wanted, and that was what he wanted. He planned to keep farming his property, so did Chad Braegger. Lync Construction was proposing to put a subdivision right down the middle of them and around the pond, which would flood. It had been dry for several years, now it was getting wet again. The ground cyclically changed from dry to wet. Willard had very little agricultural land left. He and Chad Braegger were trying to maintain their agricultural ground. Now the city was taking a swath out of the middle. He

felt the city was going against its own plan. He realized the plan was a living document and that things could change. It seemed Willard was quickly developing everything. Willard's small-town ambiance was quickly going away.

Mr. Hinrichsen said the General Plan also talked about staying within the limits of the city's resources. With all the subdivisions going in, he questioned those resources. Utah was known for limited water. Sewer rates were increasing. He felt the city was hitting everything really, really hard. Developments like this led to higher taxes. Developments cost more money than they brought in. He felt developers would say whatever they needed to get approval. Developers always won, and he did not understand why because it would cost the city and residents money in the long run. How could the city put faith in what a developer said? What value would this development have for Willard? It would make Willard a busier place and take away even more of the small-town charm. It would tax the city resources even more. This was the edge of town; a place that should remain agricultural. He urged the Planning Commission to consider the long-term impact of its decisions to preserve the agriculture and small-town qualities that made Willard City unique. If the Planning Commission made the decision to go forward, it could not go back. It was a one-way street. If the Planning Commission said yes, it was a done deal.

2. **Jeannine Jensen**, 1155 West 3600 South, Perry, asked if the R-1/2 Zone would require septic tanks. Commissioner Bingham said any development would have to connect to the city's sewer system. Ms. Jensen said the groundwater could be an issue in wet years. She felt the proximity to the slough and septic tanks would be an issue. She felt the city's main concern should be making sure the infrastructure was in place. Previous projects in the area had not installed all the infrastructure. Partial infrastructure would restrict future development. She wanted to make sure there was infrastructure to handle the additional capacity.

June 27, 2024 – The City Council discussed the rezone but tabled the item and scheduled a July 8 work session to review emergency services, infrastructure impacts, and water/sewer considerations. These issues were discussed on July 8 and again on July 25, 2024. The Council tabled the item again on July 25 pending a detailed water and sewer infrastructure plan from the developer.

March 13, 2025 – A work session was held where Pat Burns presented a concept plan and draft development agreement. The primary issue was determining which city would provide water and sewer service. An interlocal agreement was mentioned but was not favored. Staff was directed to coordinate with Perry City to explore transferring certain parcels from Willard to Perry.

March 26, 2025 – Jeremy Kimpton and Maddie Brown met with Perry City Administrator Bob Barnhill. He indicated Perry would be open to either an interlocal agreement or a boundary adjustment.

July 1, 2025 – Another work session was held to further discuss whether to pursue an interlocal agreement or a municipal boundary adjustment. A draft interlocal agreement (attached) was presented but not thoroughly reviewed due to uncertainty regarding the Council's decision on the boundary adjustment.

July 10, 2025 – City Council members, Planning Commission members, Lync Construction, and staff met to discuss challenges, including the parcels being within Willard boundaries but having Perry addresses because Perry owns 1200 W. City Engineer Chris Breinholt stated that sewer service from Willard would require a lift station and that homes would likely receive water from Perry. Mayor Mote asked Mr. Breinholt to complete a topographic survey to determine how much property should be transferred so sewer could flow naturally without an interlocal agreement.

August 7, 2025 – Mr. Breinholt presented the topographic map, showing most of the area could not be gravity-fed and would need a lift station if served by Willard. Staff was directed to again discuss road ownership and boundary adjustment with Perry. The idea of splitting the road was rejected because Perry's utilities lie beneath it, and placing them inside Willard boundaries would complicate maintenance.

Late 2025 – A municipal boundary adjustment was proposed. Reeve and Associates prepared a parcel adjustment plat transferring all property south of Chad Braegger's property and north into Perry City (listed below). A small parcel would transfer to Willard to give it proper frontage and a Willard address.

October 9, 2025 – The City Council approved Resolution 2025-16B, indicating Perry City's intent to adjust the common municipal boundary. A public hearing was scheduled for January 8, 2026. Public notices were mailed to affected parties (see below) and posted at the Willard City Office, on the Utah Public Notice website, Willard City's website, and at the Post Office on **November 12, 2025**.

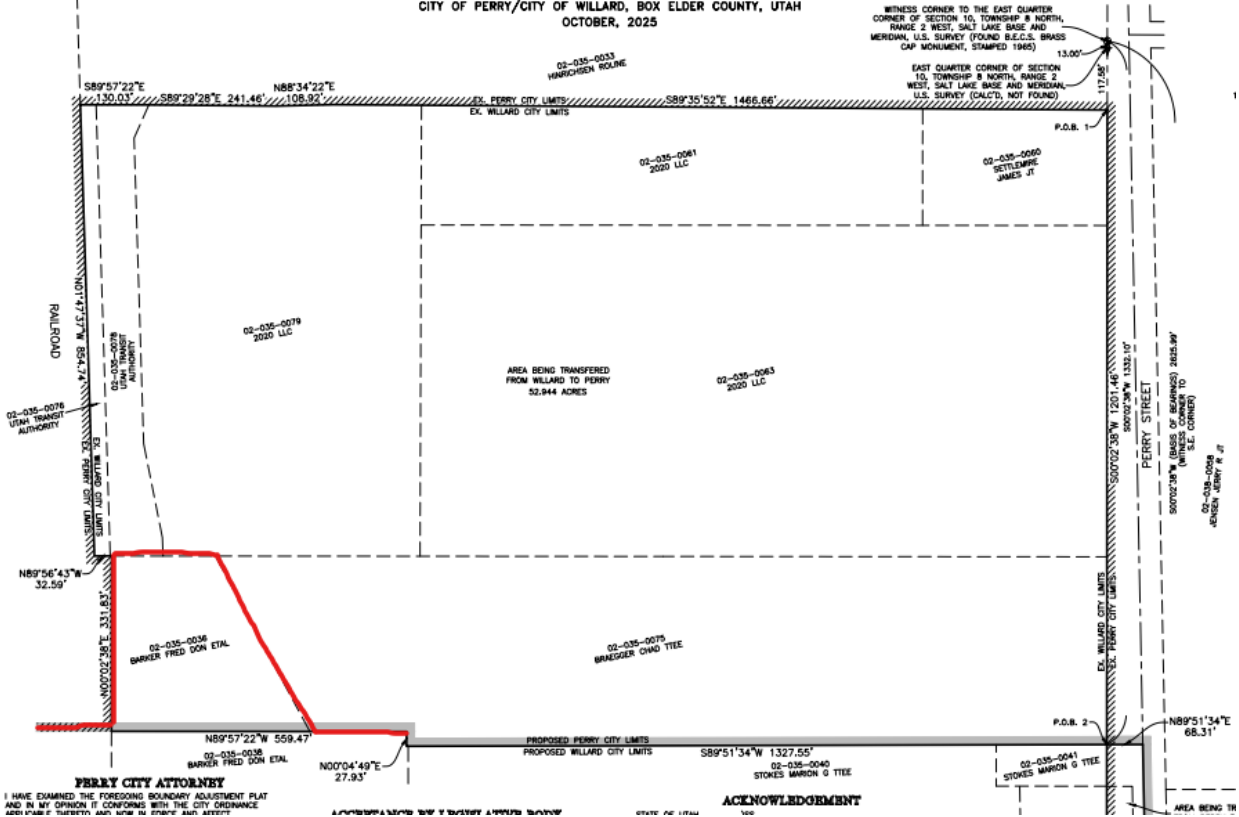
Affected parties:

- James Settlemire (02-035-0060)
- Chad Braegger (02-035-0075)
- 2020 LLC – Pat Burns/Lync Development (02-035-0063, 02-035-0079)
- Fred Barker (02-035-0036)
- Eleanor Wells (02-035-0042)
- Marion Wells c/o Larry Holmes (02-035-0041)
- Utah Transit Authority (02-035-0078)

After notices were sent, Debra Barker contacted the City and expressed concern about the boundary adjustment, noting that they want their parcel to remain in Willard City. Because their property will still be contiguous with Willard's boundaries, the plat and legal descriptions can be revised to keep the Barker parcel within Willard City limits.

Adjustment (**red**) to keep Barker's parcel within Willard City limits.

**BOUNDARY ADJUSTMENT PLAT IN ACCORDANCE WITH UTAH CODE 10-2-903
TO THE CORPORATE LIMITS OF THE CITY OF PERRY AND THE CITY OF WILLARD**
PART OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF PERRY/CITY OF WILLARD, BOX ELDER COUNTY, UTAH
OCTOBER, 2025



The surrounding zoning and land uses are as follows:

Direction	Zone	Current Use
North	Perry – Agriculture Limited	Agriculture
East	Perry – Low-Density Residential 1/3 acre	Residential
South	Willard – Agriculture 5 acres	Agriculture
West	Perry – Manufacturing/Industrial	Agriculture

[illegible]

WILLARD CITY
RESOLUTION NO. 16 *B*

BOUNDARY ADJUSTMENT WITH PERRY CITY

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

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

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

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

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

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

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

IT IS FURTHER RESOLVED, that the City Council, as required by law, hereby sets a Public Hearing for this matter to be held at its regular meeting on *Oct 9,* 2025, at 7:00 PM, and directs staff to provide notice of said Public Hearing as provided in Utah Code Annotated §10-2-903 (3) and (4).

PASSED AND ADOPTED by the City Council on this *9* day of *October*, 2025.

WILLARD CITY:


Mayor

ATTEST:


City Recorder



**PERRY CITY
RESOLUTION NO. 2025-20**

BOUNDARY ADJUSTMENT WITH WILLARD CITY

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

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

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

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

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

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

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

IT IS FURTHER RESOLVED, that the City Council, as required by law, hereby sets a Public Hearing for this matter to be held at its regular meeting on November 13, 2025, at 7:00 PM, and directs staff to provide notice of said Public Hear as provided in Utah Code Annotated §10-2-903 (3) and (4).

PASSED AND ADOPTED by the City Council on this 9th day of October, 2025.

PERRY CITY:



Mayor

VOTING:



Tueller
Wright
Ostler
Walker
Young

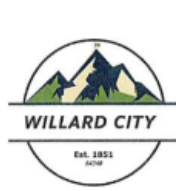
Yea X Nay ____
Yea X Nay ____
ABSENT
Yea X Nay ____
ABSENT

ATTEST:



City Recorder

Figure 2 Public Hearing Notice



Willard City Corporation

435-734-9881
80 W 50 S
PO Box 593
Willard, Utah 84340
www.willardcityut.gov

Mayor

Travis Mote

City Council Members

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

Notice of Public Hearing – Boundary Adjustment - CORRECTED

In accordance with Utah Code Section 10-2-903, the Willard City Council adopted a Resolution indicating its intent to adjust a common boundary with Perry City. Willard City Council will hold a Public Hearing on **Thursday, January 8, 2026, at 6:30 p.m.** at the City Office, 80 W 50 S, Willard, Utah, to receive public comments on this proposed boundary adjustment. The City Council will adjust the boundaries unless, at or before this public hearing, written protests are filed by the owners of real property that: 1) are located in the area proposed for adjustment, 2) cover at least 25% of the total private land area within the area proposed for adjustment, and 3) is equal to at least 15% of the value of all private real property within the area proposed for adjustment, or 4) a title holder of state-owned property. The area that is the subject of boundary adjustment will, because of the boundary adjustment, be automatically annexed to or removed from any local district providing fire protection, paramedic, and emergency services as provided in state law, only as may be relevant to this proposed boundary adjustment. The area of the proposed boundary adjustment is legally described as follows:

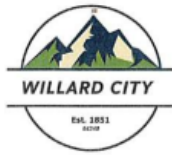
AREA BEING TRANSFERRED FROM WILLARD TO PERRY:

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

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

CONTAINING 52.944 ACRES.

AREA BEING TRANSFERRED FROM PERRY TO WILLARD:



Willard City Corporation

435-734-9881
80 W 50 S
PO Box 593
Willard, Utah 84340
www.willardcityut.gov

Mayor

Travis Mote

City Council Members

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET, SAID POINT BEING 1332.10 FEET SOUTH 00°02'38" WEST ALONG THE SECTION LINE FROM A WITNESS CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 11 (SAID WITNESS CORNER BEING NORTH 00°02'38" EAST 2625.99 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11); THENCE NORTH 89°51'34" EAST 68.31 FEET TO THE CENTERLINE OF PERRY STREET; THENCE SOUTH 01°07'58" EAST 536.93 FEET ALONG SAID CENTERLINE TO THE EXISTING PERRY CITY/WILLARD CITY LIMITS LINE; THENCE ALONG SAID CITY LIMITS LINE THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°54'55" WEST 79.34 FEET; AND (2) NORTH 00°02'38" EAST 536.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.910 ACRES.

CERTIFICATE OF POSTING

I hereby certify that the foregoing Notice was duly posted as required by State Law and posted on the Utah Public Notice Website.

Michelle Drago

DATE: *11/10/15*

Deputy Recorder

Figure 4 Draft Interlocal Agreement

**INTERLOCAL AGREEMENT
FOR THE PROVISION OF SEWER SERVICES
TO CERTAIN WILLARD CITY PROPERTIES
(DRAFT)**

THIS AGREEMENT, which is effective as of the date of full execution by the Parties, is entered into by and between Willard City and Perry City, both being a body politic and political subdivision of the State of Utah (collectively referred to as the “Parties”).

RECITALS

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements for their mutual benefit; and

WHEREAS, the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, Willard City and Perry City are neighboring municipalities with a shared boundary on Willard City’s north side and Perry City’s south side; and

WHEREAS, the Legislative Body for each of the Parties have determined that it is in the best interest of the public for Perry City to provide sewer collection and treatment services to certain properties within Willard City that are near the Willard/Perry city boundaries;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, County and District, do mutually agree and undertake as follows:

TERM

- A. This Agreement shall be for a period of 50 years, commencing on the effective date of this Agreement, unless otherwise terminated as herein provided.
- B. This Agreement may be extended according to the amendment provisions noted below.

SCOPE OF SEWER SERVICES

- A. Perry City shall provide sewer collection and treatment services to certain properties located within Willard City (the “Properties”), which are described and illustrated in **Exhibit A** of this Agreement.
- B. Perry City sewer standards and regulations shall apply to the Properties. Perry City shall be responsible for inspecting the sewer facilities connecting the Properties to Perry City’s sewer system and enforcing all laws and regulations applicable to such sewer facilities as though such Properties and accompanying facilities are located within Perry City boundaries.

COMPENSATION

- A. To compensate for the provision of sewer collection and treatment services, Perry City may charge the owners of the Properties a service fee that is equal to the rate that Perry City charges its own residents.
- B. Additionally, Willard City will pay Perry City [insert proportional amount of other revenue, e.g. property tax], which is the amount that Willard City will receive from these Properties that would have been apportioned to Willard City's sewer facilities/system.

TERMINATION

- A. This agreement may be terminated by mutual agreement of the Parties.
- B. Perry City may terminate this agreement by providing at least a 1-year written notice to Willard City. Prior to the termination date, Perry City shall, at its own expense, disconnect the sewer facilities of the Properties from Perry City's sewer system and shall connect such Properties to Willard City's sewer system in accordance with Willard City's applicable standards and regulations and all other applicable laws. As such, these connections are subject to Willard City's inspection and approval before the Agreement is terminated. If this process takes longer than the 1-year notice provided by Perry City, then the termination date shall be adjusted accordingly until such process is completed.
- C. Willard City may terminate this agreement by providing at least a 1-year written notice to Perry City. Prior to the termination date, Willard City shall, at its own expense, disconnect the sewer facilities of the Properties from Perry City's sewer system and shall connect such Properties to Willard City's sewer system in accordance with Willard City's applicable standards and regulations and all other applicable laws. If this process takes longer than the 1-year notice provided by Perry City, then the termination date shall be adjusted accordingly until such process is completed.
- D. If either party terminates this Agreement in accordance with the provisions above, then both parties shall cooperate in good faith with one another and shall not unreasonably withhold inspections and approvals necessary to effect the change in sewer systems.

[Miscellaneous Provisions to follow... e.g. indemnification, amendment by mutual agreement, government immunity act, choice of law, etc.]

II. **STAFF REVIEW**

Staff's review of the proposed municipal boundary adjustment as it pertains to the requirements of the Willard City Zoning Code and Utah State Municipal Code is as follows:

City Engineer

[Insert comments]

City Planner

Lync Construction has offered several options for providing utility services to this subdivision:

- Extending water and sewer lines from 750 N (approximately 1.4 miles)
- Entering into interlocal agreements with Perry City
- Pursuing a municipal boundary adjustment

At this stage, the City needs to determine which path it supports. Both Lync Construction and Willard City have conducted due diligence on existing utilities and site conditions. Constructing a sewer line could involve significant costs for the developer. While the developer is responsible for funding and installing the utilities needed to serve the subdivision, the City becomes responsible for ongoing operation, maintenance, and repair once those utilities are dedicated to the City. The City should also be reasonable in working with developers when unique situations or site-specific circumstances arise. If an interlocal agreement is not the preferred approach, a boundary adjustment remains a reasonable alternative.

City Manager

[Insert comments]

City Attorney

There are no legal concerns at this time with either adjusting the boundary or entering into an interlocal agreement with Perry. On December 22, 2025, after a public hearing, Perry voted to adjust the boundary.

General Plan Consistency

Land Use Action Table, Objective 1.3B: "To promote efficiencies and to ensure all required services are available at levels sufficient to meet the demands and needs of all proposed developments, the availability of culinary water and sanitary sewer capacities, facilities and services shall be determined and provided concurrent with the anticipated demand for culinary water and sanitary sewer service and at the required capacity."

Finding: Willard City’s General Plan places primary responsibility for providing and maintaining utilities—such as water and sewer—on the City itself through its concurrency and capital-improvement policies. The Plan and Public Works Standards emphasize that utility systems are core municipal functions and must be built to City specifications so they can be publicly owned and maintained. While coordination with other entities is allowed, the Plan clearly anticipates City management of its own utility infrastructure. The City Council may still choose to enter an interlocal agreement with Perry City, but a municipal boundary adjustment is also an available option and must follow Utah Code § 10-2-9.

III. RECOMMENDED ACTION

Staff recommends adjusting the boundary between Perry and Willard City, but altering the boundary adjustment plat to accommodate the Barkers’ request to remain within Willard City limits. This responsibility lies with the developer and surveyor to make the necessary adjustments. Once these changes are made, staff recommends the City Council approve **Ordinance No. 2026-01**.

IV. POSSIBLE MOTIONS

Deny: “I move that the City Council deny **Ordinance No. 2026-01**, which proposes a municipal boundary adjustment between Willard City and Perry City, based on the Council’s determination that the proposed adjustment is not in the best interest of the City at this time, and direct staff to notify Perry City and any affected property owners of the Council’s action in accordance with Utah Code § 10-2-419 and related statutory requirements.”

Approve: “I move that the City Council approve **Ordinance No. 2026-01**, an ordinance adjusting the municipal boundary between Willard City and Perry City, as presented, and authorize the Mayor and City staff to execute all necessary documents to complete the boundary adjustment in accordance with Utah Code § 10-2-419 and related statutory requirements.”

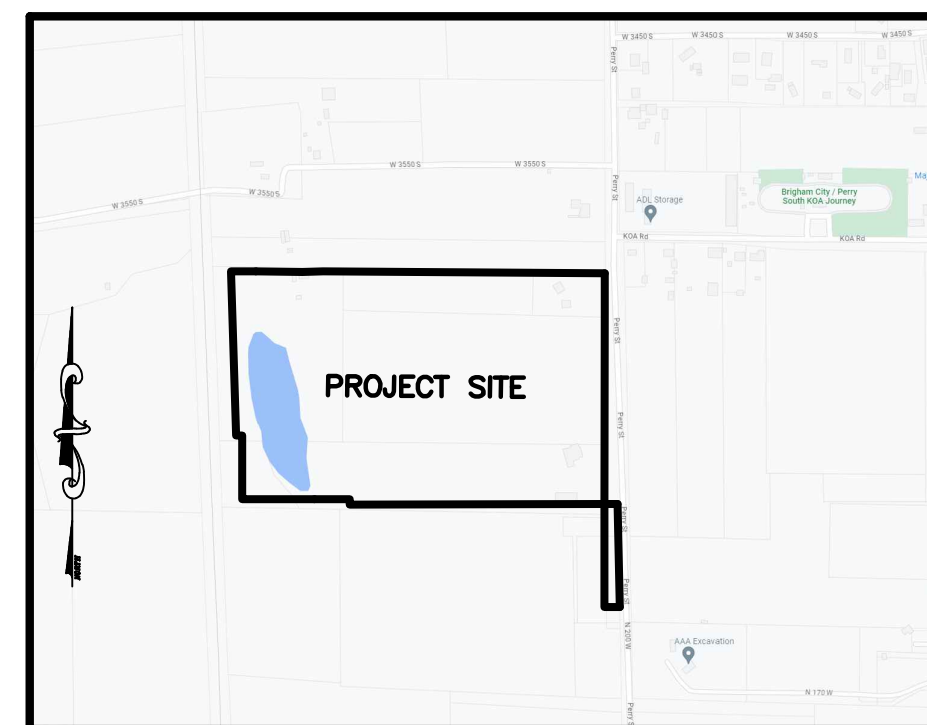
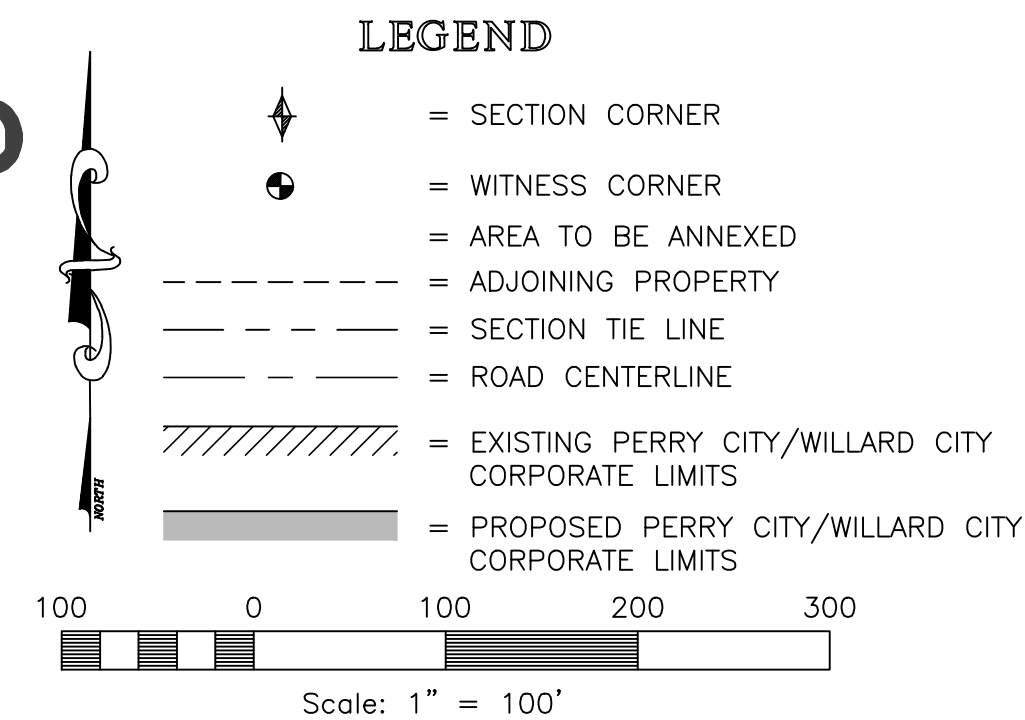
Approve with changes: “I move that the City Council approve **Ordinance No. 2026-01**, an ordinance adjusting the municipal boundary between Willard City and Perry City, with the required revisions to the plat and legal descriptions to exclude parcel 02-035-0036 from being transferred to Perry City, and authorize the Mayor and City staff to execute all necessary documents to complete the boundary adjustment in accordance with Utah Code § 10-2-419 and all related statutory requirements.”

BOUNDARY ADJUSTMENT PLAT IN ACCORDANCE WITH UTAH CODE 10-2-903 TO THE CORPORATE LIMITS OF THE CITY OF PERRY AND THE CITY OF WILLARD

PART OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

CITY OF PERRY/CITY OF WILLARD, BOX ELDER COUNTY, UTAH

OCTOBER, 2025

WITNESS CORNER TO THE EAST QUARTER
CORNER OF SECTION 10, TOWNSHIP 8 NORTH,
RANGE 2 WEST, SALT LAKE BASE AND
MERIDIAN, U.S. SURVEY (FOUND B.E.C.S. BRASS
CAP MONUMENT, STAMPED 1965)EAST QUARTER CORNER OF SECTION
10, TOWNSHIP 8 NORTH, RANGE 2
WEST, SALT LAKE BASE AND MERIDIAN,
U.S. SURVEY (CALC'D, NOT FOUND)VICINITY MAP
(NOT TO SCALE)

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

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

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

CONTAINING 52.944 ACRES.

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

PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PERRY STREET, SAID POINT BEING 1332.10 FEET SOUTH 00°02'38" WEST ALONG THE SECTION LINE FROM A WITNESS CORNER TO THE WEST QUARTER CORNER OF SAID SECTION 11 (SAID WITNESS CORNER BEING NORTH 00°02'38" EAST 2625.99 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11); THENCE NORTH 89°51'34" EAST 68.31 FEET TO THE CENTERLINE OF PERRY STREET; THENCE SOUTH 01°07'58" EAST 536.93 FEET ALONG SAID CENTERLINE TO THE EXISTING PERRY CITY/WILLARD CITY LIMITS LINE; THENCE ALONG SAID CITY LIMITS LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 89°54'55" WEST 79.34 FEET; AND (2) NORTH 00°02'38" EAST 536.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.910 ACRES.

NARRATIVE

THIS BOUNDARY ADJUSTMENT PLAT PER UTAH CODE 10-2-903 OF THE SUBJECT PROPERTIES WAS REQUESTED BY PERRY CITY CORPORATION.

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

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

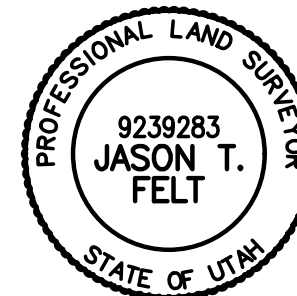
SURVEYOR'S CERTIFICATE

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

SIGNED THIS ____ DAY OF _____, 20____.

9239283

UTAH LICENSE NUMBER



Project Info.

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

Box Elder County Recorder

Entry No. _____ Fee Paid _____
And Recorded, _____
At _____ In Book _____
Of The Official Records, Page _____
Recorded For: _____

Box Elder County Recorder

Deputy.



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

ACKNOWLEDGEMENT

STATE OF UTAH)SS.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,
(AND) _____ BEING BY ME DULY SWORN,
ACKNOWLEDGED TO ME THEY ARE _____ AND
OF SAID CORPORATION AND THAT THEY SIGNED FREELY,
VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES
THEREIN MENTIONED.

COMMISSION EXPIRES

NOTARY PUBLIC

ACKNOWLEDGEMENT

STATE OF UTAH)SS.
COUNTY OF _____

ON THE ____ DAY OF _____, 20____, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,
(AND) _____ BEING BY ME DULY SWORN,
ACKNOWLEDGED TO ME THEY ARE _____ AND
OF SAID CORPORATION AND THAT THEY SIGNED FREELY,
VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES
THEREIN MENTIONED.

COMMISSION EXPIRES

NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

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

APPROVED

CHAIR, PERRY CITY COUNCIL

CITY RECORDER

ACCEPTANCE BY LEGISLATIVE BODY

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

APPROVED

CHAIR, WILLARD CITY COUNCIL

CITY RECORDER

PERRY CITY ATTORNEY

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

PERRY CITY ATTORNEY

WILLARD CITY ATTORNEY

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

WILLARD CITY ATTORNEY

BOX ELDER COUNTY SURVEYOR

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

SIGNED THIS ____ DAY OF _____, 20____.

BOX ELDER COUNTY SURVEYOR

Sources

- Rezone application 1/3/2024
 - [Application for Half Acre Zone 1-3-24.pdf](#)
- SLUA 1/18/2024
 - [1-18-2025 Mins SLUA.pdf](#)
- Planning Commission 2/1/2024
 - [2-1-2024 Mins PC.pdf](#)
- SLUA 4/25/2024
 - [4-25-2024 Mins SLUA.pdf](#)
- Planning Commission 6/6/2025
 - [6-6-2025 Mins PC.pdf](#)
- City Council 6/27/2025
 - [6-27-2025 Mins CC.pdf](#)
- Work Session 7/8/2025
 - [7-8-2024 Work Session Mins CC.pdf](#)
- City Council 7/25/2025
 - [7-25-2024 Mins CC.pdf](#)
- Work Session 8/7/2025
 - [08-05-2025 Work Session.pdf](#)
- City Council October 9, 2025
 - [10-09-2025 Mins CC.pdf](#)
- Resolution 2025-16B
 - [Resolution 2025-16B Intent of Boundary Adjustment.pdf](#)
- Draft Interlocal Agreement
 - [2024.11.05 Draft Interlocal Provisions for Perry and Willard City - Sewer Services.pdf](#)
- Utah State Code 10-2-9
 - [C10-2-P9 2025050720250507.pdf](#)

Willard City Council Meeting

Meeting minutes

December 11, 2025

Call to Order

The meeting was called to order. Council Member Mund led the invocation and Councilmember Bodily led the Pledge of Allegiance.

Council noted that Mayor Mote and Councilmember Hulsey were absent from the meeting. Willard Attorney, Amy Hugie was recognized as attending for the first time.

No conflicts of interest were declared by council members.

Public Presentation

No members of the public were present to provide comments.

Planning Commission Report

Council received a brief report from the Planning Commission. The Orchards had brought forward Phase 3 of their development, which was recommended for approval. The development includes approximately 28-30 lots that will come to the City Council for final approval at a future meeting.

New Business

Discussion and possible approval of the Telecommunications Franchise Agreement

Brian from Sendwave Telecommunications discussed the franchise agreement with the Council. He explained maps showing locations that have been reported as underserved in the area. Brian noted that the state of Utah has designated certain areas as underserved, but he believes there are more locations in need of better internet service than what appears on the maps.

Brian explained that there are two levels of service issues: "unserved" (less than 25 Mbps download/3 Mbps upload) and "underserved" (less than 100 Mbps download/20 Mbps upload). The federal program initiated during COVID provides funding to connect these locations.

Sendwave would begin work in approximately 5-6 months, likely in spring, after necessary planning and preparation. Brian emphasized that their company is local, does the construction work themselves, and provides customers with direct contact with team members. He noted that most of the infrastructure would be installed underground, with some possibly on existing poles in rocky areas.

Council members expressed concerns about easements and rights-of-way, but Brian assured them they would primarily use existing easements and rights-of-way, particularly along Highway 89. He emphasized they would work with residents to address any concerns rather than forcing installations.

Motion: Councilmember Bodily moved to approve the Sendwave Telecommunications franchise agreement. Councilmember Mund seconded the motion. The motion carried unanimously.

Discussion and confirming vote on the appointment of an interim City Recorder

Jeremy Kimpton, City Manager explained that the Mayor recommended appointing Diana Mund as interim City Recorder until they can determine what the future would look like regarding the position, including whether Susan Obray might stay on part-time. Diana has been covering additional responsibilities when other staff members left and has been shadowing Susan to learn the city recorder duties.

Council members expressed appreciation for Diana's willingness to take on the role and acknowledged the excellent job she has been doing handling multiple responsibilities.

Motion: Councilmember Christensen moved to appoint Diana Mund as interim City Recorder effective December 11, 2025, pursuant to Utah Code 10-3-916, to serve until a permanent recorder is appointed by the mayor with advice and consent of the city council or other further action of the city council. Councilmember Bodily seconded the motion. The motion carried unanimously.

Discussion and possible approval of Wells Easement Agreement

This item was tabled until the January 8th meeting as the family could not attend due to a funeral.

Discussion and possible approval of Wells Water Agreements

This item was also tabled until the January 8th meeting.

Motion: Councilmember Mund moved to table items C and D until January 8th. Councilmember Bodily seconded the motion. The motion carried unanimously.

Set a meeting for the oath of office in January

Council discussed when to administer the oath of office for newly elected officials. They decided to schedule it for 6:00 PM on January 8, 2026, a half hour before the regular council meeting.

Trash Cans

Jeremy opened a discussion about solid waste container ownership and replacement policies. The council discussed whether containers should be considered city property or resident property, and considered various policy options for replacement, surrender, and reassignment.

Councilmember Christensen suggested that the first garbage can be provided by the city to new residents, with residents paying for replacements if they are damaged by the residents. The council discussed the quality of cans, noting that newer cans being ordered from a local provider in Brigham are sturdier than previous models.

They also discussed marking cans with addresses to help residents identify their containers, and whether to increase garbage fees slightly to cover replacement costs rather than charging residents directly.

The council directed Jeremy to work with legal counsel to draft policy language for consideration at the January 22nd meeting.

Next Meeting Agenda – January 8, 2025

The Council noted that the January 8th meeting agenda was already quite full with various items, including the oath of office for newly elected officials and the tabled items from this meeting.

Upcoming events

Christmas was noted as the only upcoming event.

Minutes

Approval of November 13, 2025, minutes

The Council reviewed the minutes from the November 13, 2025, meeting. It was noted that Councilmember Mike Braegger's name needed to be added to the list of elected officials present at that meeting.

Motion: Councilmember Christensen moved to approve the minutes from November 13, 2025, with the correction of adding Councilmember Braegger to the list of elected officials present. Councilmember Mund seconded the motion. The motion carried unanimously.

Staff Reports

Public Works

Payden Vine, Public Works Director reported that an employee named Kaden Vaughn had given his two-week notice and would be leaving to work at Hill Air Force Base. He also informed the Council that they had resolved an issue with meter readings at the sewer plant, explaining that a rag had been causing false readings. The flows are now back to normal levels.

Payden also mentioned that they had about two dozen trail signs left to install and that the ground was currently soft, making it good timing for installation.

Police Department

Chief Fielding reported that Tyler Prange had started work that week after completing the academy. He also mentioned having extended an offer to another potential employee who might start in January.

He noted that one of the department's vehicles was in the shop with a transmission valve body issue, but it was under warranty as it had less than 100,000 miles.

A discussion emerged about neighboring Perry potentially moving their dispatch services to Weber County. Councilmember Mund expressed strong concerns about this trend, emphasizing that Box Elder County's dispatch services meet the needs of their communities at an appropriate cost for their size. He suggested that the chiefs who had come from larger counties were trying to implement systems that were too costly and complex for Box Elder County's smaller population and call volume.

City Manager

Jeremy had nothing additional to report beyond what was covered in the agenda items.

City Planner

Maddie Brown, City Planner reported on progress with the Granite Ridge development. The developer came in that day seeking to be put back on the agenda, but they are still waiting for documentation regarding the Parsons right-of-way or easement. While they confirmed the easement is owned by the developers, the city requested a title report to ensure there are no restrictions limiting access only to Parsons. The city wants to ensure there is emergency access available through that route.

City Recorder

Diana had nothing to report.

Council Member Reports

Councilmember Mund brought up an idea to improve the appearance of the dike along Highway 89. He suggested placing rocks along the front of the dike where there have historically been weeds, potentially adding a "Willard Established" sign with the founding date. He noted that this would complement the cemetery, which already looks nice, and would create a more pleasant entrance to the city. The council discussed making this a summer project, possibly involving the youth council, and agreed to add it to the February agenda to begin planning.

No other council members had reports.