



**Notice is hereby given that the  
WILLARD CITY PLANNING COMMISSION  
Will meet in a regular session on  
Thursday, February 5, 2026 – 6:30 p.m.  
Willard City Hall, 80 West 50 South  
Willard, Utah 84340**

**AGENDA**

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

1. Prayer
2. Pledge of Allegiance
3. General Public Comments (Input for items not on the agenda. Individuals have three minutes for open comments)
4. Report from City Council
5. Discussion/Action Items
  - a. Consideration and recommendation regarding a petition from Western Land Development to rezone approximately 24.83 acres located at approximately 500 South 200 West from A-5 to Master Planned Community (MPC), a development agreement, and a preliminary plat (02-052-0001, 02-052-0002, and 02-052-0005) (Continued from November 6, 2025)
  - b. Discussion regarding a proposal to amend 24.80.150 of the Willard City Zoning Code regarding guarantees for subdivision improvements, facilities, and amenities
  - c. Discussion regarding a proposal to amend 24.80.130 of the Willard City Zoning Code to include additional language for design and construction standards relating to minor/small subdivisions (continued from September 18, October 2, November 6, November 20, and December 4, 2025)
  - d. Review of a conditional use permit for a gravel pit issued to Darrell Nielson on April 11, 1989, on property located at 500 East 625 South (Parcel No. 02-049-0001, 02-053-0044)
  - e. Approval of 2026 Meeting Schedule
6. Consideration and approval of regular Planning Commission minutes for January 15, 2026
7. Discussion regarding agenda items for the February 19, 2026, Planning Commission meeting
8. Commissioner/Staff Comments
9. Adjourn

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website <https://www.utah.gov/pmn/index.html>, on the Willard City website [www.willardcity.com](http://www.willardcity.com), and sent to the Box Elder News Journal this 2nd day of February, 2026.

/s/ Michelle Drago

Deputy City Recorder

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

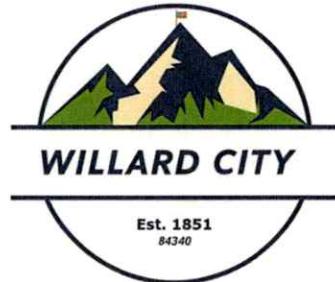
# **ITEM 5A**

# Legal Review Memo

## Canyon Bay Subdivision

February 2, 2026

Amy F. Hugie, City Attorney



### I. Background

This property has approximately 24.83 acres and is located at approximately 500 South 200 West (Parcels 02-052-0001, 02-052-0002, and 02-052-0005). The Orchards is one side of the property and Deer Run is on the other side of the property. Western Land Development is requesting to rezone this property from A-5 to a Master Planned Community (MPC) zone, and approval of a development agreement with an attached a preliminary site plan labeled "Master Plan" as Exhibit B. This application is under the old version of the MPC zone ordinance. There are some differences between the current and the old version. This matter has come in front of the Planning Commission but was tabled. Since then, the Applicant, Kyle White, has been working with the City Manager, the Mayor, and the City Attorney (both past and present) to work through his development agreement so that it complies with the Willard City ordinances and design standards before bringing it back to the Planning Commission.

### II. Review

The following items are at issue in the development agreement and require the Planning Commission to provide feedback:

**A. Section 1 – Definitions, Section 1.2.14 “Maximum Density” means the fifty (50) Dwelling Units, consisting only of single-family homes, that Developer may construct as part of the Project.**

1. Staff comments: Developer needs to outline in this definition how this density is consistent with the policies of the General Plan, see Section 24.24.050 of the City Code (Feb. 2025 version of MPC Zone).
2. Staff comments: Some of the 50 lots have frontage less than 100 feet. Some of the lots have frontage of 70 -78 ft. What is the Planning Commission's thoughts on frontage of the lots?

**B. Section 2 – Conditions Precedent, Section 2.2 – Same comment as above.**

Staff comments: Developer needs to outline the specific findings that are required for approval of a MPC Zone that are listed in Section 24.24.140. Developer needs to provide details regarding why Canyon Bay satisfies those required findings. One of the findings, among other things has to be that the development complies with the guidelines and policies of the General Plan.

**C. Section 7 -Developer's Obligations, Section 7.5 – Open Space**

**How does the City want to deal with Open Space in this development?** The Developer is requesting that approximately 1.33 acres be dedicated to the City and that 3.64 acres be allowed to be in an agricultural easement. This amount does not equal the 20% required open space and the rest would have to be a payment in lieu of dedication of open space.

**Does the City want any Open Space dedicated or does the City want a fee in lieu of?**

**Does the City want an agricultural easement and how will it be administered?**

**The Developer wants to be able to build a shed on the agricultural easement. – How big in square footage and how tall should this be allowed?**

Staff Comments: The current MPC zone does not allow any building over 10 ft in height. The Developer is currently requesting a 11 ft 6 in tall building that would be 350 sq ft. The Mayor and staff recommended staying at 10 ft height and 20' x 15' building (300 sq. ft.). What is the purpose of open space if there is a building on it and it interferes with sight line?

These are the main issues that require the Planning Commission's attention.

The Planning Commission needs to make some recommendations on these issues, the development agreement as a whole, and the rezone to the MPC zone.

Willard City Planning &amp; Zoning

## Canyon Bay

01/29/2025 - 01/28/2026

5006105

Preliminary Subdivision

General

98b6bdd0-de8e-11ef-924f-351b7c02e956

Under Review

Active

## Application Review Status

Pre-Review Approved

*I'm approving the pre-approval so that the rest of the team can start looking at the application.*

01/29/2025

City Planner Reviewing

City Manager Reviewing

Fire Department Not Reviewed

Legal Department Reviewing

City Engineers Reviewing

Public Works Not Reviewed

Final-Review Not Reviewed

## Fees

## Payments

Subdivision Application Fee	\$1,000.00	01/29/2025	Online	\$12,100.00
Application Lot Fee	\$8,100.00	Total Paid		\$12,100.00
Retainer	\$3,000.00			
<b>Subtotal</b>	<b>\$12,100.00</b>			
<b>Amount Paid</b>	<b>\$12,100.00</b>			
<b>Total Due</b>	<b>\$0.00</b>			

## Application Form Data

(Empty fields are not included)

Applicant First Name

Kyle

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Applicant Last Name

**White**

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Applicant Email

**kyle@westernlanddev.com**

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Applicant Phone Number

**(802) 922-0581**

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Applicant Address

**2672 S Filmore St**

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City

**Salt Lake City**

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State

**UT**

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Zip Code

**84106**

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Are you the owner or the agent doing the work on the owner's behalf?

**Owner**

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Owner's Affidavit

**owners\_affidavit vExecuted.pdf**

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Subdivision Name

**Canyon Bay**

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Project Street Address

**Not Yet Assigned**

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Assessor Parcel Number

**02-052-0001, 02-052-0002, 02-052-0005**

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Number of Proposed Lots

**84**

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Legal Description

**Legal Description.docx**

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is this a Residential or Commercial development?

**Residential**

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Check each box to acknowledge it has been included with the application. These items will apply to most subdivisions, although there may be some exceptions.

**Submittals showing preliminary compliance with all applicable provisions of the Willard Zoning Code and Public Works Standards, Preliminary Plat, Layout of lots including sizes and dimensions, Layout**

of proposed and adjacent roads, including a proposed street section(s), Preliminary utility plan, Preliminary storm water plan, Existing structures and natural features, Data indicating the number of lots/units, percentage of landscaping, density of units per acre, buildable area for each lot, Preliminary compliance with design standards as applicable

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Will this development include two-family homes or townhomes?

No

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Will this development include any commercial or industrial development?

No

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Is this proposed development adjacent to Highway 89?

No

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Is the area to be developed greater than 10 acres?

Yes

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Preliminary Subdivision Plat Drawings

[24-435 PRE PLAT 01.27.25 \(1\).pdf](#)

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File Upload

[24-435 MPC SITE PLAN - 25.01.27.pdf](#)

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Due to legislative changes in the state of Utah, the cost for Willard City to process, review, and inspect developments has dramatically increased. Willard City will track all time and resources expended by the city for processing, reviewing, and inspecting subdivision application. The related city expenditures will be billed to the applicant/developer.

✓

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The applicant agrees to pay for all application fees. This includes \$1,000 application fee plus \$100/lot after the third lot.

✓

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Following approval by the Planning Commission, this Preliminary Subdivision Application will be valid for the period of not more than one year. To avoid expiration, the applicant must submit a Final Subdivision Application prior to expiration of the Preliminary Subdivision Application approval.

✓

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Within thirty (30) days of a complete Preliminary Subdivision application submittal, City Staff and other invited regulating agencies and utility providers shall review the submittals and provide comments/corrections to the applicant. After the comments/corrections have been addressed by the applicant, the application will be placed on the Planning Commission's next available meeting agenda.

✓

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Following receipt of city comments and required corrections, the applicant shall respond with updated submittals in accordance with Utah Code Annotated 10-9a-604.2 within sixty (60) business days. Failure to provide the required response and corrected submittals within sixty calendar days shall result in the application being immediately denied.

✓

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The applicant also agrees to provide retainer in the amount of \$1,000 for 8 lots and fewer and \$3,000 for greater than 8 lots. The retainer will be used, as required, for the public noticing costs and professional review costs

incurred by the city. Any amounts exceeding the retainer after the application has been approved are due before signatures and recording of documents. Any amounts not exceeding the retainer will promptly be returned to the applicant.



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Engineer/Surveyor Name or Company

**Michael Taylor, Civil Solutions Group**

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Engineer/Surveyor Email

**mtaylor@civilsolutionsgroup.net**

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Engineer/Surveyor Phone Number

**435-890-4498**

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Do you have water for your current property?

**Yes**

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Upload proof of water ownership

**Consolidated Proof of Water Ownership.pdf**

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## Signature

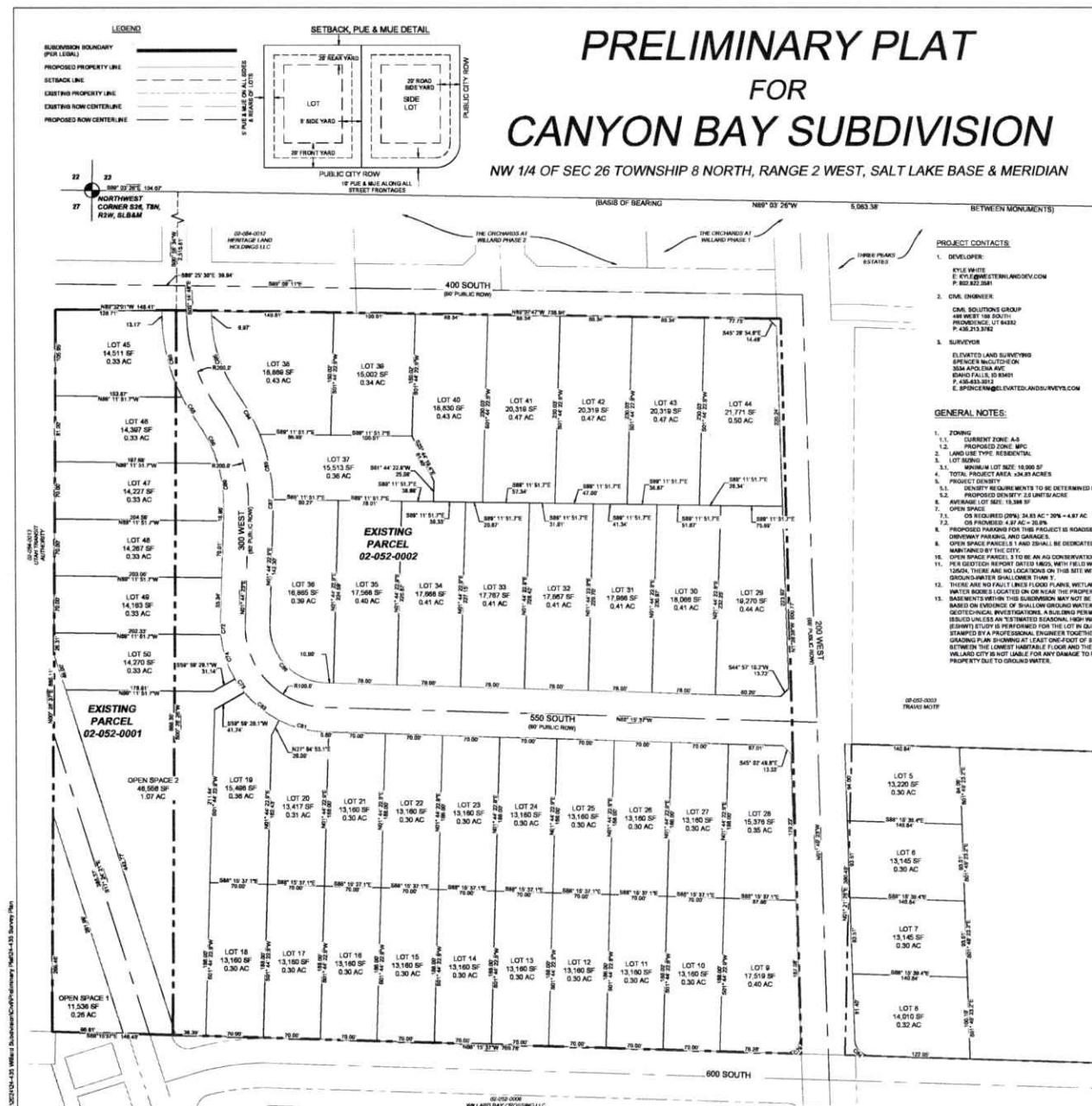
I hereby certify that all information provided herein is true and correct. I understand and agree to comply with the applicable codes, standards, and the rules listed below.

1. All sections of this application must be complete and will not be reviewed until fees have been received.
2. The payment of fees does not guarantee a certain result and fees are not refunded due to the lack of favorable results.
3. Fees are an estimate of the costs for the City to administer the Subdivision review and approval process. Willard City reserves the right to bill the applicant for administrative costs that go beyond the estimated fees collected at the time of application.
4. This application will be placed on the next available Planning Commission agenda AFTER necessary updates are made in response to staff comments. These updates will be required to ensure Planning Commission reviews drawings that are substantially complete and responsive to the application requirements found in the Willard Zoning Code.
5. Complete application and approval requirements can be found in Willard Zoning Code Title 24 and Willard City Public Work Standards.

Kyle White - 01/29/2025 3:15 pm

**PRELIMINARY PLAT  
FOR  
CANYON BAY SUBDIVISION**

**NW 1/4 OF SEC 26 TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN**



SURVEYOR'S NARRATIVE

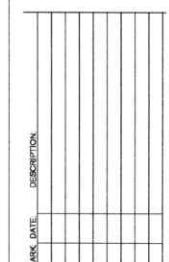
R2W, SLB&M

## CANYON DAY DIVISION

CANYON BAY PRELIMINARY PLAT  
500 SOUTH 200 WEST  
WILLARD, UT 84340



Curve Table			
Curve #	Length	Radius	Def.
C00	88.83	235.00	034
C05	36.29	235.00	056
C06	34.40	170.00	011
C08	53.82	176.00	018
C72	14.88	130.00	004
C74	57.35	130.00	025
C78	20.98	130.00	056
C79	32.86	25.00	062
C81	97.50	130.00	025
C83	54.58	130.00	004
C84	38.17	26.00	048
C88	108.96	79.00	006
C97	16.88	235.00	001
C99	82.24	235.00	036
C94	55.90	235.00	011



PROJECT #: 24-435  
DRAWN BY: K. MOORE  
PROJECT MANAGER: M. TAYLOR

## SURVEY PLAN





## **Willard City Master Planned Community Zone Review Sheet**

1. What elements of the MPZ design enhance or maintain the rural nature of Willard City (12-106-1)?

The three acres of preserved existing peach orchard, the walking trails throughout, the additional 2 acres of open space.

2. What benefits and costs will the proposed MPZ have in Willard City (12-106-1)?

The walking trails, the infrastructure development, including 200 W and the walking trail associated with it, the connection of the diagonal road which connects Deer Run and Orchards at Willard in connection with Willard's transportation plan, and a variety of lot sizes that provides more options for more people of Willard.

3. Is the proposed MPZ a minimum of 20 acres (12-106-2)

Yes. ~25 acres.

4. What is the nature of the Open space (12-106-3)

The 3 acres of existing peach orchard which will be preserved, ~1 acre of walking trails through the heart of the site, and ~1 acre of more traditional open space, including trails and pavilion, in the SW of the site which connects well with Heritage and Deer Run's open space areas.

- a. Is it a minimum of 20%?

Yes.

- b. Are unbuildable area such as wetland and steep slopes excluded from the acreage calculation?

No.

- c. Are all acres of the open space eligible under 12-106-3?

Yes.

5. Is the MPZ applicant requesting to pay a fee in lieu of open space (12-106-4)?

No.

- a. Has an appraisal of the acreage in question been completed and provide to the city?

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- b. What portion of the 20% open space is being removed from the open space?

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- c. What will the use of the land that would have been open space be? If housing, what is the increase?

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6. Describe how the density is consistent with the policies of the general plan including the future land use map (12-106-5)?

The proposed density is 2.0 units per acre, following guidance from both planning commission and City Council at prior Planning Commission Meetings and Work Sessions.

7. Has a complete site plan been submitted (12-106-6)?

Yes.

8. Will the MPZ will be developed in phases (12-16-8)?

No.

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a. Are the phases logically ordered based on existing Willard infrastructure?

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b. Are all phases independent of other phases?

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9. Has a development agreement been submitted by the applicant (12-106-12)?

Yes.

a. Does developer agree to bare all costs for improvements required by the MPZ?

Yes.

b. How does agreement provide for the management of the proposed open space?

The developer is responsible for the 3 acre peach orchard, while the City will hold the agricultural easement placed over the orchard. The other open space will be dedicated to Willard City, with the bulk expected to be maintained by Flood Control. While no formal agreement has been reached, Flood Control is aware and is currently reviewing the plans to ensure feasibility and will have comments ahead of the Planning Commission Meeting on October 16.

c. Does the agreement document the water transfer of water rights required per the Willard City subdivision ordinance?

Yes

10. Describe how the proposed MPZ meets the guidelines and policies of the general plan including: the community vision, values, future land use section and map, planned roads and trails (12-106-14).

The general plan calls for the protection of open space, which is better preserved within the MPC zone than in the R1/2 zone. The general plan has a clear transportation plan that this projects meaningfully supports, primarily through the development of a significant stretch of 200 W that currently is a barrier to North / South travel for those West of Highway 89. The development of a meaningful stretch of the Historic Orchards Pathway trail along 200 W, as well as walking trails that connect residents of this community, as well as Willard broadly, to the significant open space to the West and North of our site.

11. Describe the surrounding land uses and zoning. How does the proposed MPZ provide equal or greater compatibility with the existing land uses than the current zoning or future land use map zoning (12-106-14)?

The surrounding subdivisions are approved PUD and MPC zones, not R ½, so our proposal is consistent with surrounding uses. To the south, our project borders the densest portion of Deer Run, which has ~6 units per acre, so we have used the flexibility of the MPC zone to have slightly smaller lots bordering Deer Run's patio lots to provide better compatibility than what R ½ would allow for. As we move through the site we reduce density to make the site compatible with both current and future uses. On the East side, we dramatically reduce density, with ~1.25 units per acre, which blends well into the current uses (agricultural) while still maintaining compatibility with the future use of R 1/2 in the adjacent parcels.

12. Are any of the additional factors for consideration applicable (12-106-14)? If yes, which ones?

Explain:

Yes.

2. The MPC provides equal or greater protection to lands than would occur with conventional zoning through the preservation of existing ag land and creation of open space.
4. Promotes efficient land use by allowing housing at densities that are appropriate for the area, blending neighboring parcels from high to low density in an attractive and desirable way.
5. The MPC provides greater opportunities for alternative modes of transportation including walking and bicycling due to the creation of several thousand feet of walking trails that would not be required under R ½ zone.

13. Police, Fire, Engineering, and Public Works departments have all reviewed the plans. List any concerns.

I will have to update with any of their comments after their review, as I am submitting this worksheet alongside our submission.



## MEMORANDUM

JONES &  
ASSOCIATES CONSULTING ENGINEERS

To: Madison Brown, Willard City Planner  
From: Chris Breinholt, Willard City Engineer  
Date: October 24, 2025  
Subject: Canyon Bay Subdivision – Water Right Requirement

This is a summary of the water right requirement for **Canyon Bay Subdivision** as submitted in the attached Preliminary Plat dated **9/17/2025**. Any differences between this plan and the final approved development may require an adjustment to this calculation.

This summary follows the adopted recommendation summarized in Section 9 of the Willard City Culinary Water Capital Facilities Plan, which is an appendix to the original report. The appendix is dated December 31, 2024.

**Water Demands**

Residential Lots	50 lots	0.818 ac*ft/ERC	40.90 ac*ft
Other Demands			0 ac*ft

**Water Credits**

Development Area inside Credit Area	24.83 acres	1.018 ac*ft/acre	(25.28 ac*ft)
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<b>Total Water Right Requirement</b>	:	<b>15.62 ac*ft</b>
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The final water right quantity is determined after conversion to "municipal" or "domestic" use.

**Evidence of Water Rights to Convey:**

The water rights contained within the well located on parcel 02-052-0002, shown below, will transfer as part of the sale of parcel 02-052-0002 as demonstrated by the included PSA. The relevant sections are highlighted on page 4 and 15 of the agreement.

Water Right	Beneficial Use Amt	Duty Factor	Acre/Ft
<u>29-242</u>	3.64	4	14.56
<u>29-243</u>	6.69	4	26.76
<u>29-784</u>	4.62	4	18.48
<b>Total</b>	<b>14.95</b>	<b>4</b>	<b>59.8</b>

Printouts of the Water Right Details for each of the associated rights within the on-site well are appended to the back of this document.

Conversation with the Utah Division of Water Rights provided the calculation for how many Acre/Ft of water is associated with the included rights. We control 59.8 acre/ft of water, exceeding that of the requirements. We are prepared to convey 17.63 water rights to the City of Willard when necessary.

### Calculation of Water Rights Needed

Chris Breinholt and Zac Burk of Jones & Associates provided a detailed overview of the calculation of necessary water rights on a Zoom Meeting held on December 19, 2024:

Our project contains 50 ERUs and we need 0.818 rights unit, or 40.90.

However, we get a development credit of 1.018 rights for every acre developed. Since we intend to dedicate 1.97 acres of open space to Willard, the acreage eligible for the credit is calculated as 24.83 total acres, minus dedication of 1.97 acres, which equals 22.86 acres.

22.86 acres x 1.018 shares = development credit of 23.27 rights

40.90 total impact minus 23.27 credit = Total water rights needed as 17.63

<u>Total Impact Calculation</u>				
ERUs		Rights / ERU		Total Impact
50.00	x	0.82	=	40.900
<u>Credit Calculation</u>				
Total Acreage		Dedicated Open Space Acres	Eligible for Credit	
24.83	-	1.97	=	22.86
Acres Eligible for Credit		Credit / Acre		Total Credit
22.86	x	1.018	=	23.27
<u>Total Rights Needed Calculation</u>				
Impact		Credit	<b>Total Rights Needed</b>	
40.90		23.27	= 17.63	

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between WILLARD CITY, a political subdivision of the State of Utah (the "City") and KSA WILLARD LLC, a Utah limited liability company ("Developer"), for the Canyon Bay Subdivision ("Canyon Bay"). The City and Developer may be referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

A. Developer owns and is developing that certain real property as more particularly described on Exhibit A attached hereto (the "Property"), which Property is currently located in the City, and which is approximately 24.83 acres; and

B. The Property, as part of the City, was recently located in the City's A-5 zone, but concurrently with the approval of this Agreement, the Property was rezoned to the City's MPC zone; and

C. The MPC Zone Ordinance requires the submission of a preliminary site plan, a zone description, for the Zoning District, and a development agreement, all of which set forth the standards and regulations that guide development in the MPC Zone; and

D. Developer desires to develop the Property in accordance with Applicable Law and this Agreement; and

E. Developer is proposing to develop the Property as shown on the preliminary site plan attached as Exhibit B, labeled "Master Plan"; and

F. The City and Developer recognize that the development of the Project may result in tangible benefits to the City through the stimulation of development in the City, including a possible increase of the City's tax base and the development of amenities, and the Parties are therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. *Recitals; Definitions.*

1.1 Recitals. The Recitals set forth above are incorporated herein by this reference.

1.2 Defined Terms. Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the Exhibits. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Land Use Code.

1.2.1 “Agreement” means this Agreement including all of its exhibits.

1.2.2 “Amenity” means an individual Private Amenity or Public Amenity.

1.2.3 “Amenities” means collectively the Private Amenities and Public Amenities identified on the Master Plan, as attached as Exhibit B.

1.2.4 “Applicable Law” has the meaning set forth in Subsection 13.1.

1.2.5 “City” means Willard City, and includes, unless otherwise provided, any and all of the City’s agencies, departments, officials, employees or agents.

1.2.6 “City Code” means the Willard City Code, including the Land Use Code, in effect as of the Effective Date (provided, however, the applicable version of the MPC Zone Ordinance is that version discussed in Section 13.1 herein).

1.2.7 “City Council” means the City Council of Willard City.

1.2.8 “Dwelling Units” means a structure or portion thereof designed and capable of daily residential occupancy.

1.2.9 “Effective Date” means the date set forth in the Preamble of this Agreement.

1.2.10 “Final Plat” means the recordable map or other geographical graphical representation of land, and Section 24.80.050(D) of the City Code, and approved by the City, effectuating a subdivision of any portion of the Project.

1.2.11 “Future Law” means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the City which may or may not apply to the Project as provided in Section 4.2 below.

1.2.12 “Land Use Code” means the City’s land use ordinances and Zoning Code in effect as of the Effective Date (provided, however, the applicable version of the MPC Zone Ordinance is that version discussed in Section 13.1 herein).

1.2.13 “Lender” means one or more financial institutions or entities that loan money to Developer to enable Developer to develop the Project.

1.2.14 “Maximum Density” means the fifty (50) Dwelling Units, consisting only of single-family homes, that Developer may construct as part of the Project.

1.2.15 “MPC Zone Ordinance” has the meaning set forth in Subsection 13.1 of this Agreement.

**Commented [AH1]:** Needs to outline in this definition how this density is consistent with the policies of the General Plan, see Section 24.24.050 of the City Code (Feb. 2025 version of MPC Zone).

**Commented [AH2]:** How is this maximum density consistent with the General Plan?

1.2.16 “Non-Residential Development” means development within the Project, excluding the Dwelling Units, and includes without limitation the Amenities and Open Space.

1.2.17 “Open Space” has the same meaning as provided in Section 24.24.030 of the MPC Zone Ordinance.

1.2.18 “Preliminary Plat” means the preliminary map or other geographical graphical representation of land prepared in accordance with Section 24.80.040(D) of the City Code.

1.2.19 “Private Amenities” means any Amenity owned or managed by a private entity and not considered a Public Amenity.

1.2.20 “Project” means the development to be constructed by Developer on the Property as conceptually depicted on the Master Plan, as attached as Exhibit B.

1.2.21 “Public Amenities” means any Amenity that will be dedicated by Developer to the City or that are owned or managed by a private entity but are open to public use.

1.2.22 “Public Roads” means the public roads and rights of way depicted on the Master Plan, as attached as Exhibit B, located in the Project that will be dedicated by the Developer to the City.

1.2.23 “System Improvement” means an improvement that is designed to serve areas within the City and community at large and which may serve the Project as a part of the City and community at large.

1.2.24 “Term” has the meaning set forth in Subsection 13.2 below.

1.2.25 “Zoning Code” means the Willard Zoning Code.

1.2.26 “Zoning District” means the Master Planned Community Zone (“MPC Zone”), as depicted on the Master Plan, attached as Exhibit B.

2. *Conditions Precedent.* The Parties enter this Agreement in anticipation of the satisfaction of certain conditions precedent, which if not satisfied, will frustrate the purposes of this Agreement. Developer’s obligations under this Agreement are expressly contingent upon the following (collectively, “**Conditions Precedent**”):

2.1 The City Council enacts, and the Mayor acknowledges, an ordinance approving the rezone of the Property to the MPC Zone and approving a Zoning Map Amendment.

2.2 The City Council approves, and the Mayor acknowledges and executes, this Agreement, as required by the requirements of the MPC Zone Ordinance. The City Council specifically makes the findings as required under Section 24.24.140 of the MPC Zone Ordinance: A. That the proposed MPC Zone conforms to the guidelines and policies of the General Plan and

that B the MPC Zone provides equal or greater compatibility with surrounding land uses. The City Council makes these findings in part due to language on Page 58 of the General Plan which states that "Density shall be determined in conjunction with the project, neighborhood, and its benefits voluntarily being provided." Canyon Bay has lower proposed density and larger average lot sizes than the two large, approved projects to the North and South, Deer Run (3.3 units per acre) and Orchards at Willard (2.1 units per acre).

**Commented [AH3]:** Kyle, you need to outline the specific findings that are required for approval in Section 24.24.140. Please provide details regarding why the Canyon Bay satisfies those required findings.

**Commented [AH4]:** The statement is that the "City Council makes these findings in part..." What are the other proposed parts for the findings?

If any of the Conditions Precedent are not satisfied within sixty (60) days of the Effective Date ("Conditions Precedent Deadline"), this Agreement shall be rendered null and void upon written notice by Developer delivered to the City no later than thirty (30) days after the Conditions Precedent Deadline and upon delivery of such written notice none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions Precedent identified in this Section will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions Precedent have been identified herein for purposes of setting forth the intent of the Parties.

3. *Governing Standards.* This Agreement, the MPC Zone, the Land Use Code, and all applicable state and federal statutes, rules, and regulations establish the development rights for the Project, including the approved uses, Maximum Density, and configuration for the Project as shown on the Master Plan, attached as Exhibit B.

4. *Vested Rights and Legislative Powers.*

4.1 *Vested Rights.* As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including the Master Plan, attached as Exhibit B. This Agreement memorializes Developer's rights to develop the Project in fulfillment of this Agreement and Applicable Law. Specifically, Developer is vested with the right to: (i) develop and construct the Project in accordance with Applicable Law; (ii) develop the Project consistent with the Maximum Density as depicted on the Master Plan attached as Exhibit B; (iii) develop Non-Residential Development as allowed by Applicable Law and as depicted on the Master Plan, attached as Exhibit B; (iv) connect to existing public roads and infrastructure as depicted on the Master Plan, as attached as Exhibit B; and (v) connect to existing public infrastructure, upon the payment of generally applicable fees and design approval by the City. The Parties intend that the rights granted to Developer under this Agreement are the contractual rights and also those rights that exist under the Applicable Law. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed pursuant to Utah Code Ann., §10-20-902. However, Developer agrees and acknowledges that upon execution of this Agreement, Developer's approval and vested rights are contingent upon commencement of the Project, being pursued with diligence and consistency, within one (1) year of approval of the MPC Zone and this Agreement. In the event that Developer does not proceed with the commencement of the Project, then such approval of the Project and this Agreement shall lapse, and Developer's vested rights shall be deemed null and void. "Commencement of Project" is defined as construction has started on the site after a preconstruction meeting has been held and the Developer has been given approval to move forward by the City Engineer. If vested rights lapse, any future development must comply with ordinances in effect at the time of reapplication.

4.2 Applicable Law. The City's Future Laws with respect to the Project or the Property shall not apply except as follows:

4.2.1 Developer Agreement. Future Laws that Developer agrees in writing to the application thereof;

4.2.2 Compliance with State and Federal Laws. Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses in the densities described in this Agreement;

4.2.3 Safety Code Updates. Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, International Fire Code ("IFC"), or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;

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

4.2.5 Fees. Changes to the amounts of fees for the processing of land use applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and

4.2.6 Impact Fees. Impact fees or modifications thereto which are lawfully adopted, imposed, and collected on all areas of the City.

5. *Future Approvals and Building Permits.*

5.1 Final Project Plans. Developer shall prepare and submit to the City for review and approval, a preliminary site plan that conforms to the Master Plan attached as Exhibit B, a Preliminary Plat, a Final Plat and all other documentation required by the Land Use Code to lawfully develop the Property in accordance with the Land Use Code, this Agreement, and the MPC Zoning Ordinance. Provided that any preliminary site plan, Preliminary Plat, or Final Plat submitted by Developer conforms to the Master Plan, as attached as Exhibit B to this Agreement and complies with the Applicable Law, the City shall approve the Preliminary Plat and Final Plat. A Preliminary Plat or Final Plat conforms to the Master Plan and the preliminary site plan if the same does not: i) increase the density shown on the Master Plan; ii) introduce new uses not identified on the Master Plan; iii) omit any amenities or reduce the overall Open Space of the Project; iv) fail to meet the requirements for a Preliminary Plat application under Section 24.80.040 of the Land Use Code or for a Final Plat application under Section 24.80.050 of the Land Use Code; or v) decrease any frontages that are depicted on the Master Plan. While phasing is not currently contemplated, the Developer reserves the right to request a future phasing plan by requesting an amendment to this Agreement with the City, which will include the additional administrative steps and/or approvals required to meet phasing requirements in the City Code. An

amendment to this Agreement requires a public hearing at the Planning Commission, the Planning Commission's recommendation to the City Council, and then the City Council taking action on the amendment. Both parties have to agree to the amendment and the City Council has no obligation to agree to additional phases.

5.2 Building Permit. Developer shall provide all documents and information required by the Land Use Code and by the City's departments for the issuance of a building permit by the City. Prior to the issuance of building permits for homes or other vertical construction, Developer shall also provide evidence that all individual lots within the final plat for each phase of the Project have been staked by a licensed surveyor; public water lines and secondary water lines have been installed and stubbed to each lot; charged fire hydrants have been installed; sanitary sewer lines have been installed and stubbed to each lot; fiber optic conduit has been installed (by Developer or the applicable provider); street lights and public streets (including all weather access, curb, gutter, and pavement with at least the base course completed) have been installed; and certifies such structures have been completed and accepted by the City. Immediately following the pre-construction meeting with the City Engineer and Public Works Director and upon their approval, the Developer may commence construction of the approved project improvements City retains full discretion to approve, deny, or condition any phasing request.

5.3 Certificate of Occupancy. No Certificates of Occupancy shall be issued by the City for any structure within the Project until water, sewer, and gas lines to the structure are installed and functional, street signs are installed, all electric lines are installed and functional, and any other requirements of the City Code, International Fire Code, and any other state or federal code or requirements have been met.

## 6. *Zoning and Use*

6.1 Development and Use. Developer shall develop the Property in a manner consistent with the Master Plan as attached as Exhibit B. Subject to Section 5.1 above, Developer will develop the Project in one phase.

## 7. *Developer Obligations.*

7.1 Construction Standards. Developer shall develop the Project in accordance with the City Code, this Agreement including the Master Plan, and the City's rules, regulations and development standards. Developer shall provide the City with copies of "as built" drawings of the Utilities (defined below) and Transportation Improvements (defined below).

7.2 Utility Improvements. Developer shall be responsible for constructing and installing the culinary water, secondary water, sewer, stormwater detention basin, and storm drain distributions lines within the Project that are necessary to connect to existing public infrastructure (collectively, the "Utilities"); provided, however, City acknowledges and agrees that in the event there are any existing dry and/or wet utilities within adjacent developments ("Existing Infrastructure") that may be used by Developer for the Utilities required for the Project, Developer may use such Existing Infrastructure to the extent necessary and/or applicable in-lieu of constructing and installing the Utilities required for the Project. Developer shall pay for the construction and installation of all Utilities necessary for the Project. Notwithstanding the

foregoing, the Project is reliant on the adjoining Deer Run Subdivision Development to complete their sewer improvements, specifically Deer Run's southwest corner of the development due to gravity and flow. Because of this issue, prior to the City's issuance of any building permits relating to the construction of sewer improvements on the Property, either of the following conditions shall have been first been satisfied: (i) the developer of the adjacent community known as "Deer Run" shall have substantially completed that certain sewer line contemplated to be constructed within the right-of-way known as 300 West and Parcel A of Deer Run as shown on the construction drawings for Deer Run Phase 2, Part 3, Phase 2, Part 4, and Phase 2, Part 5 (the "**Deer Run Sewer Line**"), or (ii) Developer shall have provided to the City another design of the sewer improvements and sewer connections to be constructed on the Property that is acceptable to the City and is otherwise adequate to serve Developer's proposed development of the Property. As used in the foregoing sentence, the term "substantially completed" shall mean the City and/or applicable utility provider have inspected the constructed Deer Run Sewer Line and agree that the Deer Run Sewer Line, as constructed, meets the applicable City and utility requirements for use. The City has no obligation to expedite or enforce Deer Run's timeline. Developer shall be responsible for complying with all applicable City, state, and federal laws, regulations, and rules with respect to the Utilities. Upon completion of the Utilities, Developer and Owner shall dedicate the Utilities to the applicable governmental authority or service provider.

**7.3 Transportation Improvements.** Developer shall also construct all streets, curbs, gutters, sidewalks, streetlights, trails, and those required improvements to 200 West and 600 South (collectively, "**Transportation Improvements**") within the Project in accordance with the City Code and the City's roadway standards in effect as of the Effective Date.

**7.4 Warranty of Improvements.** Developer shall warrant the materials and workmanship of all Utilities and Transportation Improvements and any other public improvements installed within the Project for a period of two (2) years (as outlined in Section 24.80.150 of the City Code) from and after the date of final inspection and approval by the City of the public improvements. Upon final approval by the City, Developer shall provide a ten percent (10%) guarantee of the total current cost of the approved improvements to be held for two (2) years and must be provided using either an escrow account or a letter of credit as outlined in City Code Section 24.80.150(A) (2) or (3). At the end of the two (2) years warranty period, the City may, at its sole discretion, complete any development improvements that have not been satisfactorily completed or repaired by Developer, and may draw upon the guarantee to complete or correct such improvements. Developer shall enter into a subdivision improvement agreement, attached as Exhibit D, and the agreement and documents aforesaid shall contain such terms and conditions required by the City Manager and shall be approved as to form by the City Attorney and City Engineer.

**7.5 Open Space** The Project will include Open Space and Amenities as shown on the Master Plan. A portion of the Open Space within the Project (i.e. Open Space 1 and Open Space 2, each as depicted on the Preliminary Site Plan and Master Plan attached as Exhibit B, and collectively, the "**Dedicated HOA Managed Open Space**") and consisting of 1.33 acres, shall be managed by an HOA. The Developer shall establish an HOA for the ownership and maintenance of the HOA Managed Open Space. The HOA shall be established by bylaws which are satisfactory to and approved by the City Manager and City Attorney. The bylaws shall be finalized and recorded with the Final Plat. The HOA established for the management of the 1.33

**Commented [AH6]:** This language makes it sound like the City will be assisting with more than just the Developer going through the development process and the City inspecting and reviewing the design and installation.

**Commented [KM6R2]:** Agreed, I am assuming this is related to the area where the 3 subdivisions intersect. They will need to coordinate between themselves with approval of the city on the connections and timing in that area.

**Commented [JK6R3]:** I would add that the City has no obligations to expedite or enforce Deer Run's timeline.

**Commented [KW7]:** Please provide a draft with the City's requirements so we know what we are agreeing to

**Commented [AH7R2]:** Kyle, I could not tell from the brief glance at the Exhibit. Did you have any issues with the subdivision improvement agreement?

**Commented [AH8]:** Kyle, please fill this in.

acres, consisting primarily of stormwater infrastructure, shall be the only portion of the site subject to the bylaws of the HOA. The HOA is not responsible for creating bylaws, maintenance, and management over public infrastructure or the dwelling units within the subdivision, shall be dedicated to the City (or other governmental authority) as a public park or trails system in accordance with MPC Zone Ordinance Section 24.24.030; provided, however, the Dedicated Open Space may also be used for flood control purposes, including without limitation, as one or more stormwater detention basins, but only if they comply with MPC Zone Ordinance Section 24.24.030(A) and provide recreational amenities as defined in that section. Declarant shall subject three and sixty four one hundredths (3.64) acres of Open Space within the Project (i.e. Open Space 3 as depicted on the preliminary site plan and Master Plan, attached as Exhibit B) to a perpetual agricultural conservation easement granted to the City (the "Easement"). The Easement shall conform to the requirements of City Code Section 24.24.030(C) and shall be attached as Exhibit ED to this Agreement. Other than the Shed (defined below), the Easement will restrict the construction of structures, roads, or other above-ground infrastructure. Crop and livestock production facilities below 10 feet in height, such as fences and irrigation systems, will be allowed. The Easement shall reserve to Developer reasonable use rights including, without limitation, (i) the right to engage in agricultural uses on the property subject to the Easement, including but not limited to cultivating orchards, pastures and/or crops, including row crops, and allowing any current operations to remain in place, (ii) the right to construct a single-level structure below 1011 feet 6 inches in height and no larger than 350 square feet of floor area for crop and livestock production facilities including farm equipment storage, which shall not be used for recreational vehicle storage, a bathroom, or a residence (the "Shed"), and (iii) the right to use the property subject to the Easement for access and for the use, maintenance, repair and replacement of Utilities as set forth in Section 7.2 above. The Easement shall restrict future subdivision of the property subject to the Easement and any industrial or other developmental activity on such property (other than construction of the Shed), including the construction of Dwelling Units. According to Section 24.24.030(C)(2) of the MPC Zone Ordinance, Developer shall establish an HOA for the ownership and maintenance of Open Space 3 that the Easement is on. The HOA shall be established by bylaws which are satisfactory to and approved by the City Manager and City Attorney. The bylaws shall be finalized and recorded with the Final Plat.

7.6 The property subject to the Easement shall be continuously maintained by the landowner in active agricultural production consistent with its current and intended use as a peach orchard or alternative agricultural uses consistent with the Easement (the "Maintenance Standard"). The Maintenance Standard shall require that:

7.6.1 Peach trees, or other approved agricultural uses in the Easement, are actively cultivated and/or maintained in accordance with generally accepted agricultural practices in Utah, including appropriate pruning, irrigation, pest and disease control, and soil management;

7.6.2 Dead or diseased trees are removed within a commercially reasonable time, not greater than one (1) year;

7.6.3 Irrigation systems, fencing, and other permitted agricultural improvements are maintained in good repair and operational condition;

**Commented [KW9]:** Amy - This language can be removed if you would like, I added it really to convey to PC and CC that the scope of the HOA is limited. I think this is best conveyed directly in a PC/CC meeting, but given our conversation, thought I would add so you knew the spirit of what I was proposing. Strike if you prefer.

**Commented [AH9R2]:** This language does not make sense placed here. Is this open space suggested as being not dedicated to the City?

**Commented [AH10]:** Please send the proposed Agricultural Easement for review.

**Commented [KW11]:** I used 11'6" as that is the practical minimum (7' garage opening, 8' wall heights, roof to have 3/12 pitch over 20' wide structure adds 3' peak, yields 11', added 6" for slab)

**Commented [AH11R2]:** The discussion was 20 ft x 15 ft shed with a 10 ft height.

7.6.4 The property is kept free from noxious weeds as defined under Utah law, invasive vegetation, debris, refuse, or hazardous conditions that materially impair agricultural use or constitute a public nuisance;

7.6.5 The property is not abandoned or used for non-agricultural purposes inconsistent with the Easement.

7.7 A "Breach" of the Maintenance Standard shall be deemed to exist if, based on physical site inspection and written findings by the City, the landowner fails to meet any of the conditions above. Upon determining that a Breach exists, the City shall provide written notice by certified mail to the landowner describing the nature of the Breach and the corrective actions required. The landowner shall have thirty (30) days from the date of the notice to cure the Breach or to commence and diligently pursue corrective action to the reasonable satisfaction of the City, subject to seasonal or agricultural limitations recognized under Utah agricultural practices. The City may choose to send out additional notices may be sent out following the thirty (30) day cure period of the first prior notice. However, if after the City has provided three (3) the initial notices and the landowner fails to cure the Breach within the applicable cure period, the City may, pursuant to its authority under Utah Code Title 10, enter the property to abate the condition and perform such maintenance or restoration work as reasonably necessary to return the property to the Maintenance Standard. Entry for such purposes shall not constitute a trespass. All reasonable costs incurred by the City in performing maintenance or abatement, including administrative, labor, equipment, and contractor costs, shall be assessed against the landowner. The City shall provide written notice of the assessed costs, which shall be due and payable within ninety (90) days from the date of the notice. If the assessed costs are not paid within ninety (90) days, the City may record a municipal lien against the property pursuant to Utah Code Title 10. The lien shall secure repayment of all unpaid costs, together with interest, penalties, and administrative expenses as permitted by law, and shall run with the land until satisfied. If the lien remains unpaid for three hundred sixty-five (365) days from the date of recording, the City may enforce the lien through foreclosure or other lawful collection proceedings as authorized under Utah law. Upon acquisition of title by the City through foreclosure, deed in lieu of foreclosure, or other lawful transfer: 1) The City may, at its sole discretion, terminate the Easement and 2) the City may thereafter use, manage, lease, convey, or dispose of the property in any manner permitted by law and determined by the City to be in its best interest.

7.8 If the landowner ceases to use the property for agricultural purposes, as defined in the Easement, and cannot find a willing buyer to purchase the property and continue to use it for agricultural purposes, then the landowner shall dedicate the property to the City. The City may thereafter use, manage, lease, convey, or dispose of the property in any manner permitted by law and determined to be in the City's best interests.

7.5

7.6.9 The Developer shall be responsible for any maintenance of the Open Space and Amenities; provided, however, upon the dedication of the Dedicated Open Space to the City, the City shall be solely responsible for any maintenance of such Dedicated Open Space and Developer's maintenance obligations with respect to such dedicated areas shall terminate. If this Agreement and the Master Plan, attached as Exhibit B, shows the total open space of the Project

**Commented [AH12]:** This makes it sound like the landowner would have 90 days to cure? Should be 30 days to cure.

as less than 20% of the total Project size per the definition outlined in Section 24.24.030 of the City Code, the Developer shall be responsible for a fee-in-lieu payment making up the difference between the percentage of Open Space in the Project and the MPC Zone Ordinance's Open Space requirement of 20%. To determine the dollar amount required for the fee in lieu of Open Space, Developer shall pay, at its sole cost and expense, for a certified real estate appraiser to conduct an appraisal of the Property based on the "highest and best use" to determine the fair market value of the Property. In the event the City disagrees with the appraised value, the City shall have the right to conduct its own appraisal of the Property. In the event there is a discrepancy between the two (2) appraisals of \$30,000.00 or less, then the median value between the two (2) appraisals will be used for the fair market value of the Property and to calculate the fee in lieu of Open Space. In the event the difference between the two (2) appraisals is \$30,001.00 or more, then the parties will mutually agree to select a different appraiser to conduct a third and final appraisal. Solely as related to the fee-in-lieu payment discussed in this Section 7.5, the parties agree to abide by the appraised value of the Property as determined by the third appraisal. The appraisal shall be completed by the Developer after the Preliminary Plat is approved and the payment of the fee in lieu of Open Space shall be made by the Developer before the Final Plat is recorded with the County Recorder.

**7.7.10 Street Light Details.** Developer shall install street lighting throughout the project in the locations generally depicted in the attached Exhibit C. All streetlight designs will conform to City Code Section 24.100 (Outdoor Lighting) which follows the Dark Skys initiative, and be approved by the City Engineer and Public Works Director for lighting levels and spacing.

**7.8.11 Soil Study and Wells.** Prior to the commencement of any construction activities, including Transportation and Utilities Improvements, the Developer shall provide a geotechnical and groundwater report. The construction of basements shall be limited in accordance with groundwater conditions and soil characteristics identified in such report. A note shall be placed on the Master Plan and reflected on the Preliminary Plat and Final Plat regarding the restriction on the construction of basements subject to the geotechnical and groundwater report and the City Engineer's approval. The Developer shall also address the condition and use of any existing wells located on the property in a manner acceptable to the City.

## 8. *City's Obligations.*

**8.1 General Obligations.** The City shall not impose any further conditions on the Project other than those detailed in this Agreement, unless agreed to in writing by both Parties. The City shall cooperate as required by Applicable Law, but shall not be obligated to incur costs, waive standards, or expedite approvals. Developer shall remain bound by Applicable Law and this Agreement and Master Plan, unless specifically agreed to otherwise.

**8.2 City and Other Governmental Permits.** The City shall according to Applicable Law, as outlined in Section 13.1: (a) review, consider and execute all consents, submittals or other documents as may be required in connection with the Preliminary Plat, Final Plat, or other required governmental approvals; (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement; and (c) meet and consider such actions as required by Utah Municipal Code, the City Code, Applicable Law, and the Utah Open Meetings Act to provide all appropriate consents, approvals, and opinions as requested by Developer from time to time. The City shall cooperate with Developer and

contractors working on the Project in their endeavors to obtain any other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, by way of example, public utilities or utility districts or agencies) and, at the request of Developer, in the execution of such permit applications and agreements as may be required to be entered into with such other agencies, which request shall not be denied unless prohibited by City Code or other Applicable Law. The term "cooperate" as used in the foregoing sentence shall be construed as meaning administrative cooperation and facilitation, including, without limitation, reviewing, signing or otherwise advancing the applicable permits and approvals only as required by Applicable Law.

8.3 Acceptance of Improvements. The City shall, after proper inspection and approval, accept dedication of all Transportation Improvements and Utilities intended for the City and constructed by the Developer or the Developer's contractors, subcontractors, agents or employees.

8.4 Reimbursement for Improvements. Developer and City may enter into an written agreement whereby the Parties mutually agree that Developer shall be reimbursed by the City for the cost of constructing eligible public facilities. All reimbursement agreements shall comply with the City Code and any Applicable Law.

9. Mortgagee Protections. In the event of a foreclosure by the Developer's Lender, this Agreement shall be binding on the Lender and its assigns, and any purchaser of the Property at foreclosure. In the event of a default by Developer to the Lender, the City agrees to allow the Lender, or a purchaser in foreclosure of the Lender's lien, to assume the obligations of this Agreement and to complete the Project pursuant hereto; provided that any such foreclosure purchaser has reasonably demonstrated that it has the development experience and financial ability to complete the Project in accordance with the terms of this Agreement. In the event of an assumption of this Agreement as permitted by this Section, the City agrees to perform its obligations under this Agreement to the Lender or to such purchaser.

10. Water Dedication. In accordance with City Code Section 24.80.140, Developer agrees and shall convey water rights, both culinary and secondary water including irrigation shares for the Open Space 1 and 2, to the City in an amount sufficient for the future needs of the Project and such conveyance shall occur on or before the City's execution of the Final Plat. Developer shall provide a title report showing the water rights are free of liens and shall provide an engineer's certification of sufficiency of the water rights for the Project and Open Spaces 1 and 2. Developer also must demonstrate ownership of sufficient water rights or shares to irrigate Open Space 3, which is determined to be 72 shares in Willard Water Company or equivalent. Developer shall provide assurance through easement deed or other legal means that Willard Water Company or equivalent irrigation shares are perpetually tied to the agricultural Open Space 3. The City may not issue building permits until such time as the City Engineer has confirmed in writing that sufficient water rights have been dedicated, or are otherwise perpetually tied to Open Space 3, as related to the water needed for Open Space 3, and that such water rights are free of any lien or encumbrance that would prohibit their use on Open Space 3.

11. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when personally delivered; or one day after sent by a

Commented [KM13]: Developer shall provide assurance through easement deed or other legal means that Willard Irrigation shares or Utah Water rights are perpetually tied with the agricultural open space. Maybe the city holds the shares in trust for said parcel???

Commented [KW13R2]: Makes sense

reputable national overnight courier service to the address set forth below; or three (3) days after mailing if sent by registered or certified mail, return receipt requested, first class, postage prepaid to the address shown below; or when sent by e-mail at the e-mail address shown below provided that such e-mail is sent during the normal business hours of the party to whom it was sent, and electronic confirmation of the successful transmission of such e-mail is obtained:

If to the City, to:

Willard City  
80 W. 50 S.  
P.O. Box 593  
Willard, UT 84340  
Attn: City Manager

With copy to:

Amy F. Hugie, Attorney at Law  
9 West Forest Street, Ste. 208  
Brigham City, UT 84302  
Attn: Amy F. Hugie  
Email: amyhugie@xmission.com

If to Developer, to:

KSA Willard LLC  
Attn: Kyle White  
2217 E Evergreen Ave, Salt Lake City, UT 84109  
Email: Kyle@westernlanddev.com

With a copy to:

Snell & Wilmer LLP  
Attn: Bart Page; Riley Coggins  
One East Washington Street, Suite 2700  
Phoenix, AZ 85004  
Email: bpage@swlaw.com; rcoggins@swlaw.com

or such other address or addresses as a Party may hereafter designate.

12. *Amendment.* The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. This may be done by submitting the proposed amendment to the Planning Commission, a public hearing being held by the Planning Commission

who will then make a recommendation to the City Council, and then the City Council voting whether to approve the amendment. Any approved amendment hereto shall be recorded in the Box Elder County Recorder's Office and shall be deemed to run with the land.

13. *General Terms and Conditions.*

13.1 Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project (the "**Applicable Law**"), including the applicable City Code, ordinances, resolutions, state law, and federal law including the International Building Code, APWA Specifications, and the International Fire Code; provided, however, the applicable version of Sections 24.24.010 et seq. of the City Code (24.24 Master Planned Community Zone) (the "**MPC Zone Ordinance**") is the version adopted by Ordinance 2025-06 on February 13, 2025.

13.2 Termination of Agreement. The Term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all Dwelling Units to be constructed in the Project and all Non-Residential Development including amenities has been completed in accordance with this Agreement, any amendments to this Agreement, and the approved Final Plat and construction drawings, or (ii) ten (10) years from the Effective Date of this Agreement; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years (as applicable, the "**Term**"). At the expiration of the Term, this Agreement shall automatically terminate and be of no further force and effect except for those provisions herein that expressly survive this Agreement's termination. When all Transportation Improvements and Utilities have been constructed and accepted by City (after expiration of applicable warranty periods), the Developer and/or the subsequent Developer shall be released from and have no continuing obligations with respect to such improvements.

13.3 No Assignment Without the City's Written Consent. The City is willing to enter into this Agreement because Developer has represented that it has the ability and experience to, and has committed to, develop the Project in accordance with the Master Plan attached to this Agreement as Exhibit B, the MPC Zone, this Agreement, the Applicable Law, and the approved Final Plat and construction drawings. Except for an assignment to a Permitted Assignee (as defined below), which shall not require the prior written consent of the City, Developer may not assign this Agreement or any of Developer's rights hereunder without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignee approval by the City shall consent to be bound by the terms of this Agreement as a condition of the Assignment. The City agrees that the City's consent to any such assignment may be granted by the City's Mayor, after review by the City Manager and City Attorney, after review by the City Manager and City Attorney, and that the consent of the City Council or a public hearing process shall not be required. Any assignment consented to by the City shall not relieve Developer or transferee or successor of any obligations, conditions, or restrictions set forth herein, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Property, except to the extent such terms are specifically set forth in a writing approved and executed by the

**Commented [KW14]:** I don't understand the addition of this language as it holds developer to a condition they have no control of. It seems odd that if I get a signed assignment back from the Mayor that I have to get in writing that the City Manager and City Attorney have indeed reviewed it first in order for the assignment document to be in effect?

If you cannot live with striking this language we will accept but would appreciate some reconsideration of this addition

**Commented [AH14R2]:** This language needs to stay. An assignment would have "Approved as to Form" signature lines for the City Manager and the City Attorney.

City with the approval of their governing bodies. The Property must at all times be under single ownership or a single owner agent, provided that any phase of the Project for which Developer has completed all of its obligations under this Agreement with respect to such phase may be sold by Developer without restriction of this section. As used herein, the term "**Permitted Assignee**" shall mean any affiliate of Developer, including, without limitation, any entity that controls, is controlled by or is under common control with Developer or the owners, members, or principals of Developer or that would generally be referred to as an affiliate of Developer or the owners, members, or principals of Developer.

**13.4 Default & Remedies.** If a Party fails to perform their respective obligations under the terms of this Agreement (as applicable, the "**Defaulting Party**"), the non-defaulting Party shall provide written notice to the Defaulting Party ("**Notice of Default**") specifically identifying the claimed event of default and the applicable provisions of this Agreement claimed to be in default. In the Notice of Default, the non-Defaulting Party, in its discretion, may propose a method and time for curing the Default which shall be no more than thirty (30) days' duration.

The City and Developer shall meet and confer ("**Meet and Confer**") within fifteen (15) business days of any Notice of Default to resolve the issues specified in the Notice of Default. The Defaulting Party shall also immediately proceed to cure or remedy such default or breach within thirty (30) calendar days after receipt of the Notice of Default. If after the Parties meet and confer and mutually agree that the Default cannot be reasonably cured within thirty (30) days, then the Parties can mutually agree that such cure period can be extended to a different period of time so long as the defaulting party is pursuing a cure with reasonable diligence.

**Mediation.** In the event the Parties are not able to resolve the Default by Meet and Confer, the Parties shall attempt within ten (10) business days of such Meet and Confer (the "**First Appointment Deadline**") to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days of the First Appointment Deadline, appoint their own representative. These two representatives shall, between them, choose the single mediator. The Defaulting Party shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen business (15) days of being appointed, review the positions of the Parties regarding the mediation issue, and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement, the chosen mediator shall notify the Parties in writing of the resolution that the chosen mediator deems appropriate. The chosen mediator's opinion shall not be binding on the Parties.

**Remedies.** If the Parties are not able to resolve the Default by "Meet and Confer" or by Mediation, then the Parties may have the following remedies:

- a. **Law and Equity.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance, and/or termination of the Agreement.
- b. **Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying the particular Default.

c. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project until the Default is resolved.

**Public Meeting.** Before any remedy listed above may be imposed by the City, the City shall give the Developer written notice of the City's intent to pursue one or more of the listed remedies to remedy the Default outlined in the Notice of Default. This written notice will include notice of the Developer's rights to attend a public meeting before the City Council and address the City Council regarding the claimed Default. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting regarding the Default. If City's legislative body determines that an uncured Default has occurred and is continuing, the City shall make a motion regarding which remedy it shall thereafter pursue. If the remedy is a combination of using the security to remedy the Default and/or withhold future approvals until the Default is remedied, then City may vote to do so and then subsequently take that action. If the City votes to pursue the remedy of terminating this Agreement because it determines that a material, uncured Default has occurred and cannot be cured, the City may pursue that termination action through an appropriate judicial proceeding.

**Limitation on Recovery for Default- No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement, and each Party waives any claims thereto. The sole remedy available to Developer or any other Party shall be that of specific performance.

Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights regarding Default shall not operate as a waiver of such rights.

**13.5 Non-liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

**13.6 Referendum or Challenge.** The Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of residents, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the City Council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. §20A-7-601, then Developer may deliver a written notice of rescission to the City to terminate this Agreement. Upon delivery of such notice of rescission pursuant to this Subsection 13.6, this Agreement shall automatically terminate whereupon the applicable Parties shall have no further rights or obligations under this Agreement. If the referendum or a legal challenge is successful in overturning the rezone of the Property or the approval of this Agreement, then either Party may terminate this Agreement by delivery of written notice of rescission, whereupon this Agreement

shall automatically terminate, and the Parties shall have no further rights or obligations under this Agreement.

13.7 Ethical Standards. Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. §10-3-1301 et seq. and §67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

13.8 No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee, or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This Subsection 13.8 does not apply to elected offices.

13.9 Performance. Each Party, person, and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay or disrupt any other Party, person, and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy, or other approvals associated therewith. This Subsection 13.9 shall not be construed to require a Party or its representatives to provide an approval contrary to Applicable Law, federal and state regulations, City Code, or this Agreement.

13.10 Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the First Judicial District Court of the State of Utah or the United States District Court for the District of Utah.

13.11 Third Party Right. The Parties to this Agreement are Developer and City. There are no other intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements.

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

13.13 Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay, or stoppage. The Party experiencing any issues possibly defined under this section as "Force Majeure" shall promptly inform the other Party in writing of the issues upon occurrence.

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

13.15 Name Designation of MPC Zone. Contingent upon the execution of this Agreement, the Property shall be zoned as an MPC Zone and shall be designated and known as "MPC Canyon Bay at Willard".

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

13.17 No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

13.18 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and effect.

13.19 Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

13.20 Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Manager and the initial representative for Developer shall be \_\_\_\_\_. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Project.

13.21 Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

13.22 Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment agreed and signed by all parties.

14. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title in the Box Elder County Recorder's Office and shall be deemed to run with the land.

15. Authority. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement and lawfully binds the City pursuant to Resolution No. \_\_\_\_\_ adopted by the City on \_\_\_\_\_, \_\_\_\_\_.

*[Signature pages follow]*

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

**DEVELOPER:**

KSA WILLARD LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, \_\_\_\_\_, who being duly sworn, did say that he/she is the \_\_\_\_\_ of KSA Willard LLC, a Utah limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

---

**Notary Public**

*[Signature Page to Development Agreement]*

CITY:

WILLARD CITY,  
a political subdivision of the State of Utah

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name

STATE OF UTAH              )  
                                  )ss  
COUNTY OF BOX ELDER      )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn, did say that he/she is the  
of Willard City, a municipal corporation, and that said instrument was signed in  
behalf of the Willard City by authority of its governing body acknowledged to me that the Willard  
City executed the same.

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

*[Signature Page to Development Agreement]*

**EXHIBIT A**  
(Legal Description of the Property)

**Harding Parcel**

Beginning at a point 8 rods North and 7 rods 1-1/4 feet East of the Northwest corner of the Southwest quarter of section 26, township 8 North, range 2 west, salt lake meridian, thence East 44.32 rods, thence Southeast 54-2/3 rods, thence West 47.29 rods, thence North 54 rods to beginning. Less and excepting therefrom any portion lying within the bounds of a public street and/or right of way.

**Lemon Parcels**

**Parcel 1:**

Beginning 2-1/2 rods North and 1 rod 3 feet 6 inches West of the Northwest corner of the Southwest Quarter of Section 26, Township 8 North, Range 2 West, Salt Lake Base and Meridian; and running thence East 8 rods, 14 feet 3 inches; thence South 54 rods; thence West 8 rods 14 feet 3 inches; thence North 54 rods to the point of beginning.

LESS AND EXCEPTING therefrom any portion lying within the bounds of a public street and/or right of way.

**Parcel 2:**

Beginning at a point 5.57 chains South and 14 chains West of the Northeast corner of the Southwest quarter of Section 26, Township 8 North, Range 2 West, Salt Lake Meridian, and running thence South 01°23' West 5.77 chains; thence North 89°33' West 11.53 chains; thence North 40' East 5.77 chains; thence South 89°33' East 11.60 chains to the place of beginning. The same being part of Lot 3, in the Northeast quarter of the Southwest quarter of said Section 26.

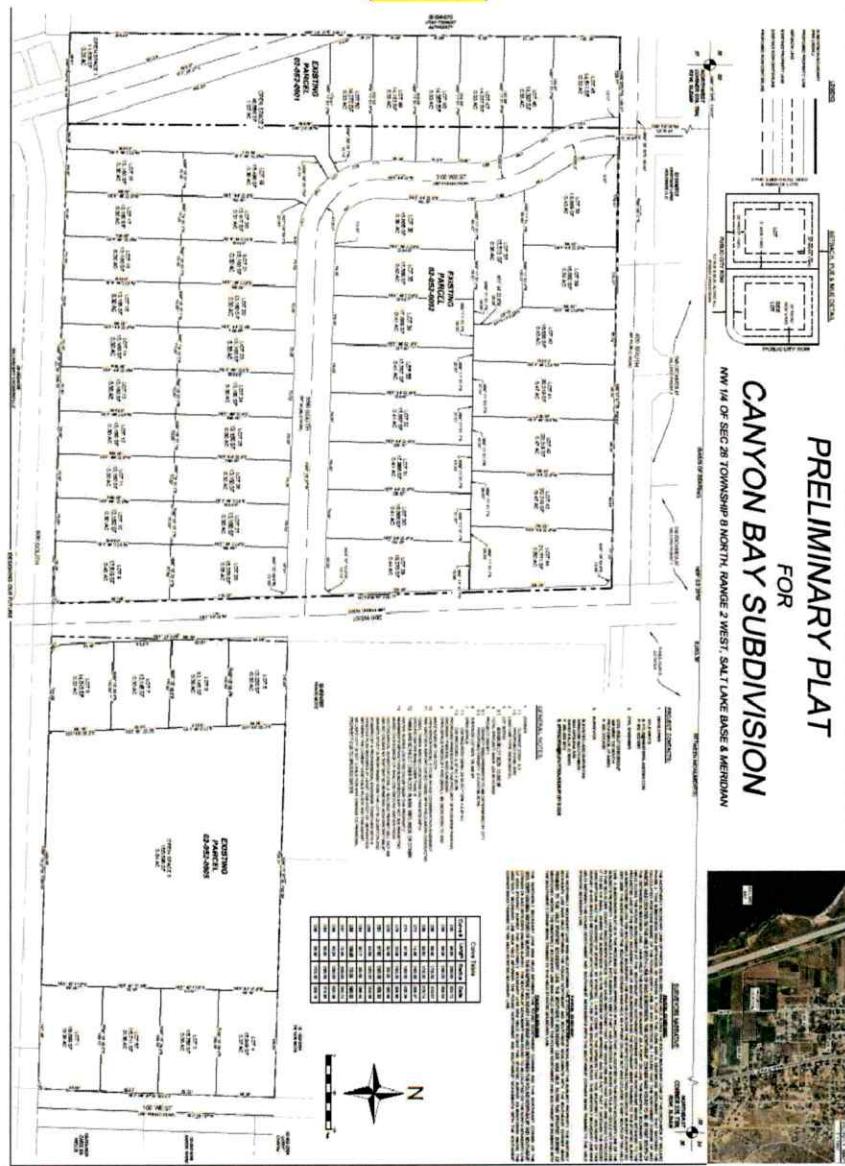
Description per new HAI Survey (14-3-190):

A part of the Southwest quarter of section 26, township 8 North, range 2 West of the salt lake base and meridian.

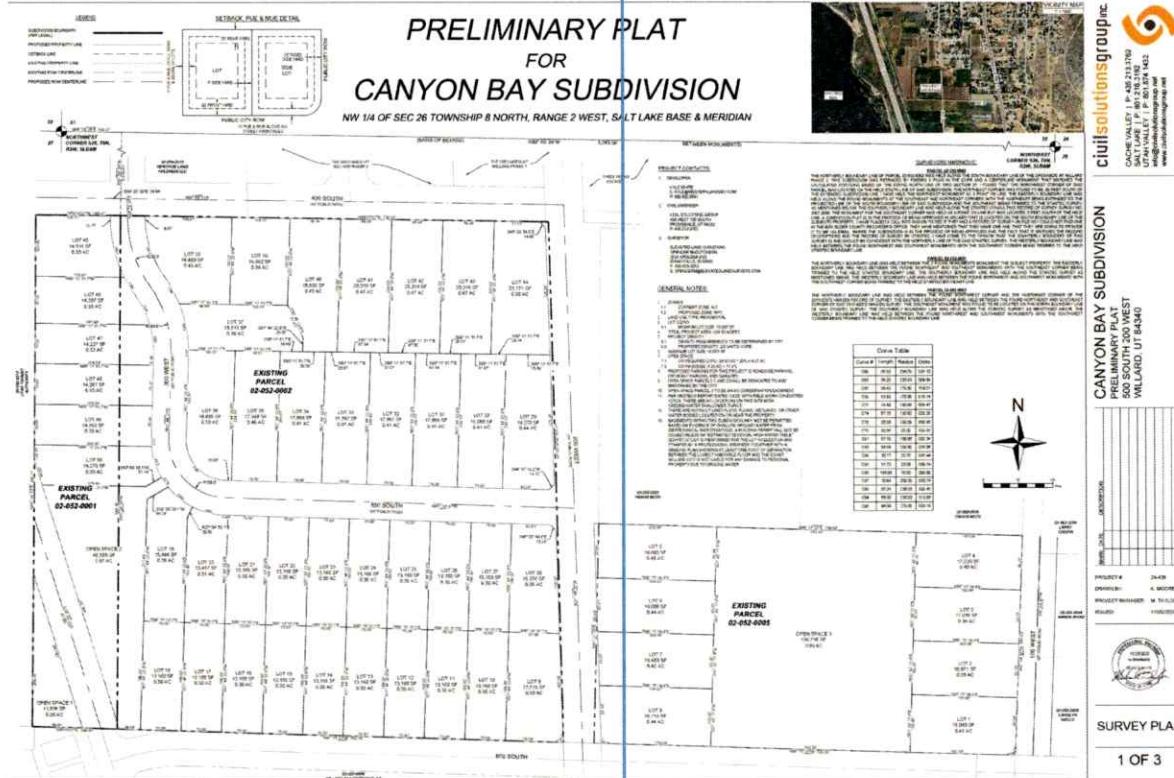
Beginning at the Southeast corner of Lot 3, Plat "A" of the WILLARD TOWNSITE SURVEY located in said Southwest quarter being a point located 1724.40 feet South 89°03'30" East along the North line of said Section 26 and 3425.97 feet South 02°01'07" West from the Northwest corner of said Section 26; running thence North 88°18'15" West 725.72 feet along the North side of an existing lane to the East right-of-way line of 200 West street; thence North 01°20'03" East 380.82 feet along said East right-of-way line; thence South 88°18'02" East 730.27 feet to the West right-of-way line of a 33.00 foot wide alley and a point described of record as being located 5.57 chains South and 14 chains West of the Northeast corner of said Southwest quarter; thence South 02°01'07" West 380.78 feet along said West right-of-way line to the point of beginning.

LESS AND EXCEPTING therefrom any portion lying within the bounds of a public street and/or right of way.

**EXHIBIT B**  
**(Master Plan)**



### Exhibit B - 1



## Exhibit B - 2

EXHIBIT C

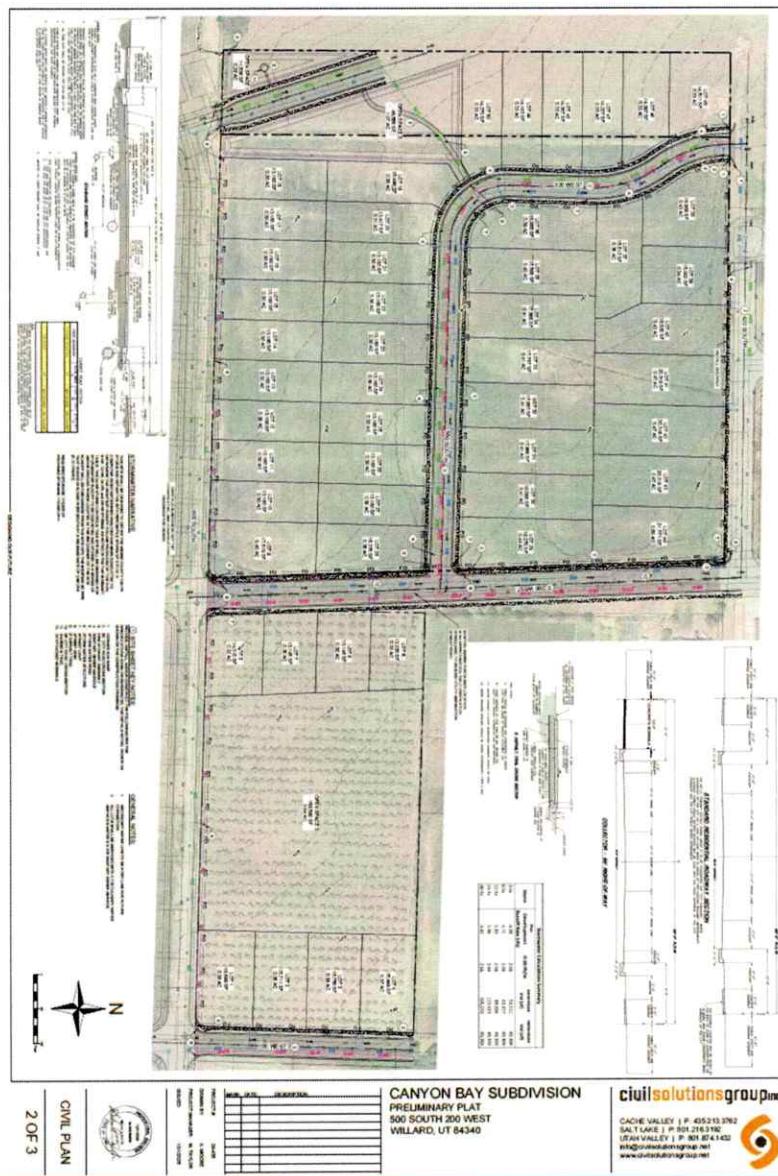


Exhibit C - 1

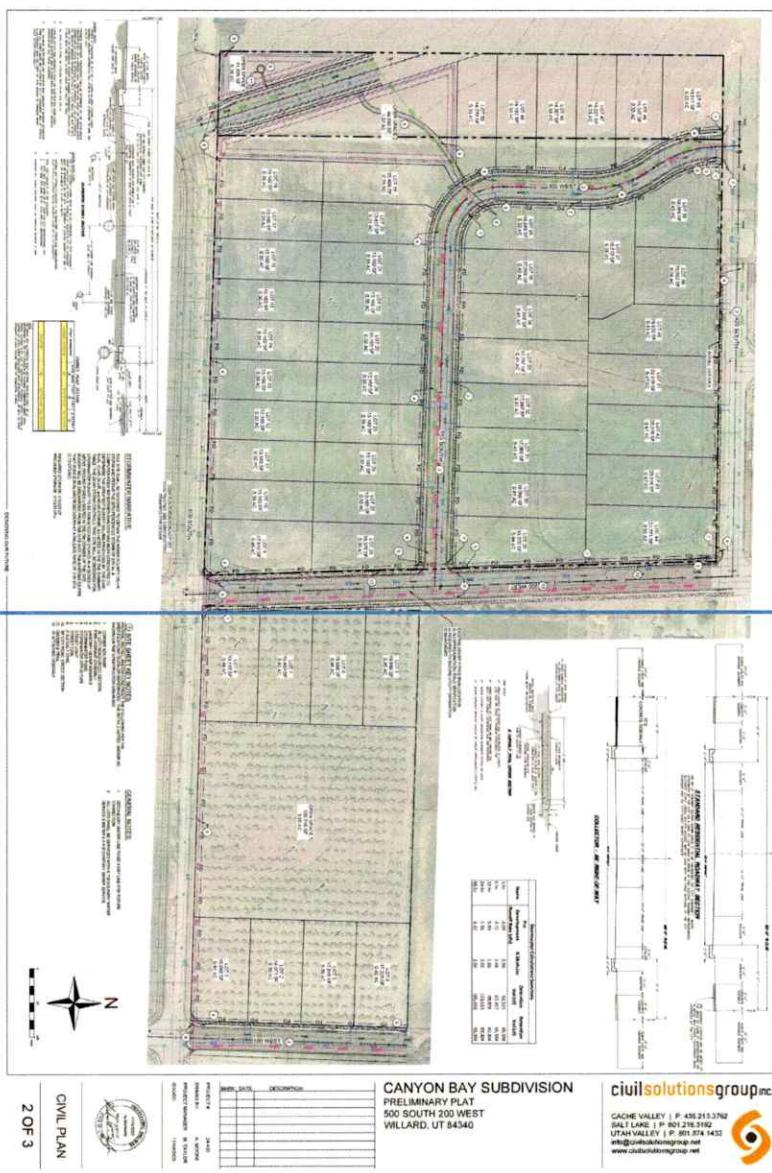


Exhibit C - 2

EXHIBIT D

CITY OF WILLARD

SUBDIVISION IMPROVEMENT AGREEMENT

PARTIES: The parties to this Subdivision Improvement Agreement ("the Agreement") are  
\_\_\_\_\_  
("the Developer") and Willard City ("the City").

EFFECTIVE DATE: The Effective Date of this Agreement will be the latest date of when each  
party has signed this Agreement.

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the City of  
Willard, to be known as \_\_\_\_\_ (the  
"Subdivision"), which property is more particularly and legally described on **Exhibit A** attached  
hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the City seeks to protect the health, safety, and general welfare of the  
residents by requiring the completion of various improvements in the Subdivision and thereby to  
limit the harmful effects of substandard subdivisions, including a premature subdivision which  
leaves property undeveloped and unproductive; and

WHEREAS, the purpose of this Agreement is to protect the City from the cost of  
completing subdivision improvements itself and is not executed for the benefit of material, men,  
laborers, or others providing work, services, or material to the Subdivision or for the benefit of  
lot or homebuyers in the Subdivision; and

WHEREAS, the mutual promises, covenants, and obligations contained in this  
Agreement are authorized by Utah State law and the City's Subdivision Ordinances;

**THEREFORE, the Parties hereby agree as follows:**

**DEVELOPER'S OBLIGATIONS**

**1. IMPROVEMENTS:** The Developer will construct and install, at their own expense, those on-site and off-site subdivision improvements listed on **Exhibit B** attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the Improvements will arise upon final plat approval by the City, will be independent of any obligations of the City contained herein, and will not be conditioned on the commencement of construction in the Subdivision or sale of any lots or improvements within the Subdivision. A copy of the approved subdivision plat and development/civil plans are attached as **Exhibit C**.

**2. SECURITY:** To secure the performance of their obligations hereunder, the Developer shall, prior to the effective date, deposit in Escrow or have a Letter of Credit issued, in the amount of \$\_\_\_\_\_. The Escrow/Letter of Credit hereinafter referred to as ("Escrow") will be issued by \_\_\_\_\_ Bank (or other financial institution approved by the City) to be known as ("Bank"), will be payable at sight to the City and will bear an expiration date not earlier than two years after the Effective Date of this Agreement. The Escrow will be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing Bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; or (ii) an affidavit executed by an authorized City official stating that the Developer is in default under this Agreement; and (iii) the original of the Escrow Certificate. An Escrow Certificate will conform to **Exhibit D** and it will be attached hereto as **Exhibit D** and incorporated herein by this reference.

**3. STANDARDS:** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications adopted by the City, as incorporated herein by this reference.

**4. WARRANTY:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of two (2) years from the date that the City accepts the Improvements when completed by the Developer.

**5. COMPLETION PERIODS:** The Developer will commence work on the Improvements within one (1) year from the Effective Date of the Agreement (the "Commencement Period") and

the Improvements, each and every one of them, will be completed within two (2) years from the Effective Date of this Agreement (the "Completion Period").

**6. COMPLIANCE WITH LAW:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling their obligations under this Agreement. When necessary to protect public health, the Developer will be subject to laws, ordinances, and regulations that become effective after final plat approval.

**7. DEDICATION:** The Developer will dedicate to the City, or other applicable Agency as designated by the City, the Improvements listed on **Exhibit B** attached hereto and incorporated herein by this reference pursuant to the procedure described in this Agreement.

#### CITY'S OBLIGATIONS

**8. PLAT APPROVAL:** The City will grant final subdivision plat approval to the Subdivision under the terms and conditions previously agreed to by the Parties if those terms and conditions are consistent with all relevant state laws and local ordinances in effect at the time of final plat approval.

**9. INSPECTION AND CERTIFICATION:** The City will inspect the Improvements as they are being constructed and, if acceptable to the City Engineer, certify such Improvements as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur within 7 (seven) days of notice by the Developer that they desire to have the City inspect the Improvements. Before obtaining certification of any such Improvements, the Developer will present to the City valid lien waivers from all persons providing materials or performing work on the Improvements for which certification is sought. Certification by the City Engineer does not constitute a waiver by the City of the right to draw funds under the Escrow on account of defects in or failure of any Improvements that are detected or which occurs following such certification.

**10. NOTICE OF DEFECT:** The City will provide timely notice to the Developer whenever inspection reveals that the Improvements do not conform to the standards and specifications shown on the approved subdivision improvement drawings on file with the Willard City Engineer's office or is otherwise defective. The Developer shall have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City may not declare a

default under the Agreement during the thirty (30) day cure period. The Developer will have no right to cure defects in or failure of any Improvements found to exist or occurring after the City accepts dedication of the Improvements.

**11. ACCEPTANCE OF DEDICATION:** The City or other applicable agency will accept the dedication of any validly certified Improvements within thirty (30) days of the Developer's offer to dedicate the Improvements. The City or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the City showing that the Developer owns the Improvements in fee simple and that there are no liens, encumbrances, or other restrictions on the Improvements unacceptable to the City in its reasonable judgment. Acceptance of the dedication of any Improvements does not constitute a waiver by the City of the right to draw funds under the Escrow on account of any defect in or failure of the Improvements that are detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the City in no more than one dedication per month.

**12. REDUCTION OF SECURITY:** After the acceptance of any Improvements, the amount which the City is entitled to draw on the Escrow may be reduced by an amount equal to ninety (90) percent of the estimated cost of the Improvements as shown on **Exhibit B**. At the request of the Developer, the City will execute a certificate of release verifying the acceptance of the Improvements and waiving its right to draw on the Escrow to the extent of such amounts. A Developer in default under this agreement will have no right to such a certificate. Upon the acceptance of all the Improvements, the balance that may be drawn under the Escrow will be available to the City for ninety (90) days after expiration of the Warranty Period.

**13. USE OF PROCEEDS:** The City will use funds drawn under the Escrow only for the purpose of completing the Improvements or correcting defects in or failures of the Improvements.

#### **OTHER PROVISIONS**

**14. EVENTS OF DEFAULT:** The following conditions, occurrences, or actions will constitute a default by the Developer during the Construction Period:

- a. Developer's failure to commence construction of the Improvements within one year of final subdivision plat approval;

- b. Developer's failure to complete construction of the Improvements within two years of final subdivision plat approval;
- c. Developer's failure to cure the defective construction of any Improvements within the applicable cure period;
- d. Developer's insolvency, the appointment of a receiver for the Developer, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
- e. Foreclosure of any lien against the Property or a portion of the Property, or assignment or conveyance of the Property in lieu of foreclosure.

The City may not declare a default until written notice has been given to the Developer.

**15. MEASURE OF DAMAGES:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For Improvements upon which construction has not begun, the estimated cost of the Improvements as shown on **Exhibit B** will be *prima facie* evidence of the minimum cost of completion. However, neither that amount, nor the amount of Escrow establishes the maximum amount of the Developer's liability. The City will be entitled to complete all unfinished Improvements at the time of default regardless of the extent to which the development has taken place in the Subdivision or whether development ever commenced.

**16. CITY'S RIGHT UPON DEFAULT:** When any event of default occurs, the City may draw on the Escrow to the extent of the face amount of the Escrow less ninety (90) percent of the estimated cost (as shown on **Exhibit B**) of all Improvements theretofore accepted by the City. The City will have the right to complete Improvements itself or contract with a third party for completion, and the Developer hereby grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Alternatively, the City may assign the proceeds of the Escrow to a subsequent Developer (or a lender) who has acquired the Subdivision by purchase, foreclosure, or otherwise who will then have the same rights of completion as the City if and only if the subsequent Developer (or lender) agrees in writing to complete the unfinished Improvements. In addition, the City also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the City or

until the Improvements are completed and approved by the City. These remedies are cumulative in nature except that during the Warranty Period, the City's only remedy will be to draw funds under the Escrow.

**17. INDEMNIFICATION:** The Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the City.

**18. NO WAIVER:** No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

**19. AMENDMENT OR MODIFICATION:** The parties to this Agreement may amend or modify this agreement only by written instrument executed by the City and by the Developer or their authorized officer. Such amendment or modification will be properly notarized before it may be effective.

**20. ATTORNEY'S FEES:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

**21. VESTED RIGHTS:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.

**22. THIRD PARTY RIGHTS:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the City does not exercise its rights within sixty (60) days following knowledge of any event of default, a purchaser of a lot or home in the subdivision may bring an action in mandamus to compel the City to exercise its rights.

**23. SCOPE:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.

**24. TIME:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for City action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or City from performing their obligations under the Agreement.

**25. SEVERABILITY:** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

**26. BENEFITS:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this agreement. The City will release the original Developer's Escrow if it accepts new security from any Developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from this liability under this Agreement.

**27. NOTICE:** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Developer \_\_\_\_\_ (Attn) \_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_

if to City: Attn: Willard City Manager  
Willard City  
P.O. Box 593  
80 West 50 South  
WILLARD, UT 84340

**28. RECORDATION:** Either Developer or City may record a copy of this Agreement in the Clerk and Recorder's Office of Box Elder County, Utah

**29. IMMUNITY:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

**30. PERSONAL JURISDICTION AND VENUE:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or Escrow will be deemed to be proper only if such action is commenced in First District Court located in Brigham City, Utah, or in federal court located in Utah. The Developer expressly waives their right to bring such action in or to remove such action to any other court whether state or federal.

**31. RECITALS:** All foregoing recitals are fully incorporated herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Developer – Individual and Representative of the Corporation

**INDIVIDUAL ACKNOWLEDGEMENT**

State of Utah )

ss

County of )

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_

personally appeared before me

the signer(s) of the within instrument, who duly acknowledged to me that

he/she executed the same.

Notary Public

Residing at: \_\_\_\_\_, Utah

\*\*\*\*\*

**CORPORATE ACKNOWLEDGEMENT**

State of Utah )

ss

County of )

On the \_\_\_\_\_ day of

A.D. 20

personally appeared before me

duly sworn, did say that he/she is the

of \_\_\_\_\_ of

the corporation which executed the foregoing instrument, and that said

instrument was signed on behalf of said corporation by authority of a

Resolution of its Board of Directors that the said corporation executed  
the same.

Notary Public

Residing at:

\*\*\*\*\*

---

City Manager, City of Willard

Date

ATTEST:

---

City Recorder

APPROVED AS TO FORM:

---

City Attorney

APPROVED AS TO FORM:

---

City Engineer

ATTACHED:

EXHIBIT A: PROPERTY DESCRIPTION TO BE SUBDIVIDED

EXHIBIT B: COST ESTIMATES OF REQUIRED ON & OFF-SITE SUBDIVISION

IMPROVEMENTS

EXHIBIT C: COPY OF APPROVED SUBDIVISION PLAT AND  
DEVELOPMENT/CIVIL PLANS

EXHIBIT D: FINANCIAL GUARANTEE – ESCROW OR LINE OF CREDIT  
CERTIFICATE

**EXHIBIT A**  
**LEGAL PROPERTY DESCRIPTION TO BE SUBDIVIDED**

**EXHIBIT B**

**COST ESTIMATES OF REQUIRED ON & OFF-SITE SUBDIVISION  
IMPROVEMENTS**

**EXHIBIT C**

**COPY OF APPROVED SUBDIVISION PLAT AND DEVELOPMENT/CIVIL PLANS**

**EXHIBIT D**  
**FINANCIAL GUARANTEE**  
**ESCROW CERTIFICATE**

**TO THE CITY OF WILLARD, UTAH:**

The undersigned Escrow Agent does hereby certify that it has in its possession and custody, cash in the sum of \$ \_\_\_\_\_ which said sum Escrow Agent is holding in escrow to guarantee the installation and completion, according to ordinance, of all off-site improvements, as specified in **Exhibit 1** on the following legally described tracts of land in the City of Willard, Utah to wit:

**Legal Description:**

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In the event the funds so provided herein do not pay for and complete in full all of the specified improvements set forth in **Exhibit 1** and as contemplated herein, then and in that event, Developer agrees to forthwith pay to the City of Willard all additional amounts necessary to so complete such improvements.

Said Escrow Agent hereby covenants and agrees that it will not release said funds to any person, firm, or corporation (other than as is hereinafter provided) without the express written consent and direction from said City of Willard Utah, and that if said improvements are not satisfactorily installed and completed according to City Ordinances within one (1) month short of two (2) years from the date hereof, that the said Escrow Agent will upon demand deliver said funds to said City of Willard, Utah, for the sole purpose of making and/or completing all of said improvements, with said City to return to the said Escrow Agent any and all funds which may prove to be in excess of the actual cost to the City to make and/or complete said improvements.

It is understood that the City may, at its sole option, extend said period of two (2) years for such completion of such improvements upon request of the Escrow Agent or the Developer, if the City Council determines that such extension is proper.

It is further understood and agreed that all matters concerning this Agreement shall be subject to appropriate ordinances and code provisions adopted by said City of Willard, Utah.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Escrow Agent

Signature

Please Print Name and Title

Escrow Company Name and Mailing Address:

State of Utah \_\_\_\_\_ )  
ss  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ appeared before me the  
signer(s) of the within instrument, who duly acknowledged to me that he/she  
executed the same.

Notary Public:

Residing at:

APPROVED:

City Manager, City of Willard

Date

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

ss

County of Box Elder \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Appeared before me the signer(s) of the within instrument, who duly acknowledged to me  
that he/she executed the same.

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

Residing at: \_\_\_\_\_

APPROVED AS TO FORM:

City Attorney

Date

**EXHIBIT 1**

**COST ESTIMATE OF REQUIRED ON & OFF-SITE SUBDIVISION IMPROVEMENTS**

# **ITEM 5B**

## 24.80.15024.80.150 Guarantees For Subdivision Improvements, Facilities, And Amenities

4. A. Necessary Guarantees. As part of the Final Subdivision Application approval, and recording of the Final Subdivision Plat in the Office of the Box Elder County Recorder's Office, the ALUA shall require the necessary guarantees and securities sufficient to insure the installation and construction of all required subdivision improvements, facilities, services and amenities, as applicable, and as provided and required by the Willard City Public Works Standards, as adopted. The documents aforesaid shall be in a subdivision improvement agreement provided by the City and shall contain such terms and conditions required by the City Manager, shall be approved as to form by the City Attorney and City Engineer, and shall be filed with the City Recorder. An applicant for Final Subdivision Approval shall guarantee the installation of all required subdivision improvements, facilities, services, and amenities, as applicable, by one (1) of the following methods:

1. The Applicant(s) shall furnish and file with the City Recorder a bond with corporate surety in an amount equal to the cost of the required subdivision improvements, as estimated by the City Engineer, plus an additional 10 percent (10%), to assure the installation of such subdivision improvements, facilities, services, and amenities within a two (2) year period, which bond shall be approved by the City Attorney and shall be filed with the City Recorder.
- 2.1. The Applicant(s) shall deposit in escrow with an escrow holder approved by the City Attorney an amount of money equal to the cost of the subdivision improvements, as estimated by the City Engineer, plus an additional 10 percent (10%), to assure the installation of such subdivision improvements within a two (2) year period from the approval of the Final Subdivision Application, which escrow agreement shall be approved by the City Attorney and shall be filed with the City Recorder.
- 2.2. The Applicant(s) shall furnish and file with the City Recorder a letter of credit in an amount equal to the cost of the subdivision improvements, estimated by the City Engineer, plus an additional 10 percent (10%), to assure the installation of such subdivision improvements within a two (2) year period immediately following the approval of the Final Subdivision Application, which letter of credit shall be approved by the City Attorney and shall be filed with the City Recorder.
4. B. Phased Development: Whenever a subdivision is developed a portion at a time, such development shall be in an orderly manner and in such a way that each phase of the required subdivision improvements shall be made contiguous to completed development which has been approved and accepted by the City Engineer and made available for the full protection of the health, welfare, and safety of all residents of the subdivision, and the City.
2. C. Inspection of Subdivision Improvements. The City or its agents shall inspect, or cause to be inspected, all required subdivision improvements in the course of construction, installation, or repair. The City may require the applicant or their his agents uncover for inspection any installation or improvement covered or backfilled prior to inspection in

order for such installation to be approved by the City Engineer. Notice to uncover shall be issued, in writing, to the Applicant(s) by the City Engineer.

- | 3. D. Condition of Subdivision Improvements - Guarantee Period. The Applicant(s) shall warrant and guarantee the subdivision improvements provided for herein and every part thereof, will remain in good condition for a minimum period of two (2) years, after the City Engineer has accepted the subdivision improvements in writing, and the Applicant(s) agrees to make all repairs to and maintain the subdivision improvements and every part thereof in good working condition during the guarantee period at no cost to the City.
- | 4. E. Default. In the event the Applicant(s) defaults, or fails or neglects to satisfactorily install the required subdivision improvements within two (2) years from the date of Final Subdivision Application approval, the Council may declare the guarantee to be in default, and may require the installation of all required subdivision improvements using the guarantee amounts for such installation of subdivision improvements.

**WILLARD CITY ORDINANCE 2026-03**

**AN ORDINANCE AMENDING SECTION 24.80.150, SECTION 24.080.050(D)(5),  
SECTION 24.24.190, SECTION 24.84.090, AND SECTION 24.72.070(C) OF THE  
WILLARD CITY ZONING CODE; AND PROVIDING AN EFFECTIVE DATE  
FOR THESE CHANGES.**

**Section 1 – Recitals**

**WHEREAS**, the City of Willard (“City”) is a municipal corporation duly organized and existing under the laws of Utah; and

**WHEREAS**, the City Council finds that in conformance with UC §10-3-702, the governing body of the City may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct, or condition authorized by the laws of the State of Utah or any other provision of law; and,

**WHEREAS**, the City has adopted and promulgated city ordinances and rules regarding zoning and acceptable uses within those zones in the City; and

**WHEREAS**, the Willard City Council recognizes the need to periodically review and update zoning regulations to ensure alignment with evolving land use patterns, community needs, and statutory requirements; and

**WHEREAS**, the City Council finds that certain changes to the Willard City Zoning Code in regards to amending the language for Section 24.80.150 should be made; and

**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, in the State of Utah, that the following portions of the Willard City Zoning Code be, and the same is, changed and amended as follows:

**SECTION 2: AMENDMENTS**

- a. The language in Chapter 24.80, Section 24.80.150 is hereby repealed in its entirety and replaced with the language as found on the attached Exhibit “A”.
- b. The language in Chapter 24.80, Section 24.80.050(D)(5) is hereby amended as shown in red and as found on the attached Exhibit “A”.
- c. The language in Chapter 24.24, Section 24.24.190 is hereby amended as shown in red and as found on the attached Exhibit “A”.
- d. The language in Chapter 24.84, Section 24.84.090-1 is hereby amended as shown in red and as found on the attached Exhibit “A”.
- e. The language in Chapter 24.72, Section 24.72.070(C) is hereby amended as shown in red and as found on the attached Exhibit “A”.

The forgoing Recitals are fully incorporated herein.

**SECTION 3: PRIOR ORDINANCES AND RESOLUTIONS** That the above changes, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

**SECTION 4: REPEALER OF CLAUSE** All orders, ordinances, and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts thereof, which conflict with this Ordinance are, for such conflict, repealed, except that this repeal will not be construed to revive any act, order, or resolution, or part.

**SECTION 5: SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be held or declared to be unconstitutional, invalid, inoperative, or unenforceable to any extent whatsoever, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional, invalid, inoperative, or unenforceable.

**SECTION 6: DIRECTION** Willard City Staff is hereby authorized to make non-substantive clerical corrections to formatting, numbering, and internal references in this ordinance for publication and codification purposes, provided such corrections do not alter the intent or effect of the adopted language.

**SECTION 7: EFFECTIVE DATE** This Ordinance shall be effective as of the date of signing and after being published or posted as required by law.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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

**WILLARD CITY**

---

Travis Mote  
Willard City Mayor

ATTEST:

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Willard City Recorder

**RECORDER'S CERTIFICATION**

STATE OF UTAH )  
: ss.  
County of Box Elder )

I, Diana Mund, the City Recorder of Willard City, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of "**AN ORDINANCE AMENDING SECTION 24.80.150, SECTION 24.80.050(D)(5), SECTION 24.24.190, SECTION 24.84.090, AND SECTION 24.72.070(C) OF THE WILLARD CITY ZONING CODE; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.**" adopted and passed by the City Council of Willard City, Utah, at a regular meeting thereof on \_\_\_\_\_, 2026 which appears of record in my office, with the date of posting or publication being \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

---

Diana Mund  
City Recorder

## **EXHIBIT “A”**

**Exhibit Attached to Ordinance 2026-\_\_\_\_\_**

**Amendments to Willard City Zoning Code Section 24.80.150; Section 24.80.050(D)(5);  
Section 24.24.190, Section 24.84.090, and Section 24.72.70(C)**

## **WILLARD ZONING CODE**

### **Chapter 24.80 Subdivisions**

#### **24.80.150 Guarantees For Subdivision Improvements, Facilities, And Amenities**

A. Necessary Guarantees. As part of the Final Subdivision Application approval, and recording of the Final Subdivision Plat in the Office of the Box Elder County Recorder's Office, the ALUA shall require the necessary guarantees and securities sufficient to insure the installation and construction of all required subdivision improvements, facilities, services and amenities, as applicable, and as provided and required by the Willard City Public Works Standards, as adopted. The documents aforesaid shall be in a subdivision improvement agreement provided by the City and shall contain such terms and conditions required by the City Manager, shall be approved as to form by the City Attorney and City Engineer, and shall be filed with the City Recorder. An applicant for Final Subdivision Approval shall guarantee the installation of all required subdivision improvements, facilities, services, and amenities, as applicable, by one (1) of the following methods:

1. The Applicant(s) shall deposit in escrow with an escrow holder approved by the City Attorney an amount of money equal to the cost of the subdivision improvements, as estimated by the City Engineer, plus an additional 10 percent (10%), to assure the installation of such subdivision improvements within a two (2) year period from the approval of the Final Subdivision Application..
2. The Applicant(s) shall furnish a letter of credit in an amount equal to the cost of the subdivision improvements, estimated by the City Engineer, plus an additional 10 percent (10%), to assure the installation of such subdivision improvements within a two (2) year period immediately following the approval of the Final Subdivision Application, which letter of credit shall be approved by the City Attorney.

B. Phased Development: Whenever a subdivision is developed a portion at a time, such development shall be in an orderly manner and in such a way that each phase of the required subdivision improvements shall be made contiguous to completed development which has been approved and accepted by the City Engineer and made available for the

full protection of the health, welfare, and safety of all residents of the subdivision, and the City.

- C. Inspection of Subdivision Improvements. The City or its agents shall inspect, or cause to be inspected, all required subdivision improvements in the course of construction, installation, or repair. The City may require the applicant or their agents uncover for inspection any installation or improvement covered or backfilled prior to inspection in order for such installation to be approved by the City Engineer. Notice to uncover shall be issued, in writing, to the Applicant(s) by the City Engineer.
- D. Condition of Subdivision Improvements - Guarantee Period. The Applicant(s) shall warrant and guarantee the subdivision improvements provided for herein and every part thereof, will remain in good condition for a minimum period of two (2) years, after the City Engineer has accepted the subdivision improvements in writing, and the Applicant(s) agrees to make all repairs to and maintain the subdivision improvements and every part thereof in good working condition during the guarantee period at no cost to the City.
- E. Default. In the event the Applicant(s) defaults, or fails or neglects to satisfactorily install the required subdivision improvements within two (2) years from the date of Final Subdivision Application approval, the Council may declare the guarantee to be in default, and may require the installation of all required subdivision improvements using the guarantee amounts for such installation of subdivision improvements.

#### Chapter 24.80 Subdivisons

##### Section 24.80.050(D)(5) – Final Subdivision Applications

- D.
  - 5. All documents establishing any required agreements, or guarantees, ~~or any bonds~~ and the payment of any required guarantees ~~or bonds~~.

#### Chapter 24.24 Master Planned Community Zone

##### Section 24.24.190 Performance BondsGuarantees For Subdivision Improvements, Facilities, And Amenities

Prior to the commencement of "Development Activities" as defined in Utah Code Ann. §10-20-101~~10-9A-101~~ et seq., or the recording of any subdivision plat, a developer ~~shall follow that process outlined in Willard Zoning Code, Chapter 24.80, Section 24.80.150 Guarantees For Subdivision Improvements, Facilities, And Amenities~~~~must file a cash bond, or an escrow bank account bond, or an irrevocable letter of credit as an improvement assurance in a form approved by the Willard City Attorney.~~

#### Chapter 24.84 Mobile Homes, Mobile Home Parks, and Mobile Home Subdivisions

##### 24.84.090 Guarantees

24.84.090-1. For Mobile Home Parks, adequate and reasonable guarantees must be provided as determined by the Planning Commission for permanent retention of open spaces and for the maintenance of roadways, storage facilities, and landscaping resulting from the application of these regulations. Guarantees may be in the form of **a an escrow account bond**, or a mortgage on real estate, in the sum to be recommended by the Planning Commission **as supported by a recommendation of the City Engineer**, which form and sum must be approved by the Willard City Council. **The Developer shall enter into a long-term maintenance agreement regarding the maintenance of these improvements, and may include an HOA, which shall be approved as to form by the City Engineer and City Attorney and then signed by the City Manager, and shall be recorded with the Box Elder County Recorder and attached to the property involved.**

## **Chapter 24.72 Sensitive Areas**

### **Section 24.72.070(C) – Site Plan Review Requirements and Considerations**

- C. Lots or groups of lots shall provide for the complete containment and controlled release of run-off water resulting from each lot or group of lots in accordance with recommendations of the City Engineer and approved by the Planning Commission. If a project requires excavation in an area of five acres or more, complete containment of run-off water is required continuously from the beginning of construction. Said lot owner or owners shall be fully responsible for any damage resulting on other property from improperly contained run-off from said lot or lots. Facilities for the collection of storm water run-off shall be the first improvement or facilities constructed on the development site. Such facilities shall be designed so as to retain safely and adequately the maximum expected storm run-off for a twenty-five year record storm. **Bonding may** Guarantees, **in a form as outlined in Willard Zoning Code, Section 24.80.150(1) or (2), shall** be required by Planning Commission to guarantee the completion of storm water run-off facilities. **If such a bond is required, it Guarantees** shall be in an amount equal to the cost of construction of such facilities **plus an additional 10 percent (10%) for the warranty period** and shall continue for one year after the completion of such facilities. **The guarantee agreement shall be provided by the City and shall contain such terms and conditions as required by the City Manager, shall be approved by the City Attorney and City Engineer, and shall be filed with the City Recorder.**

# **ITEM 5C**

## WILLARD CITY ORDINANCE 2026 -04

### **AN ORDINANCE AMENDING SECTION 24.80.130 OF THE WILLARD CITY ZONING CODE; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.**

#### **Section 1 – Recitals**

**WHEREAS**, the City of Willard (“City”) is a municipal corporation duly organized and existing under the laws of Utah; and

**WHEREAS**, the City Council finds that in conformance with UC §10-3-702, the governing body of the City may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct, or condition authorized by the laws of the State of Utah or any other provision of law; and,

**WHEREAS**, the City has adopted and promulgated city ordinances and rules regarding zoning and acceptable uses within those zones in the City; and

**WHEREAS**, the Willard City Council recognizes the need to periodically review and update zoning regulations to ensure alignment with evolving land use patterns, community needs, and statutory requirements; and

**WHEREAS**, the City Council finds that certain changes to the Willard City Zoning Code in regards to amending the language for Section 24.80.130 should be made; and

**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, in the State of Utah, that the following portions of the Willard City Zoning Code be, and the same is, changed and amended to read as follows:

**SECTION 2: AMENDMENT** Chapter 24.80 Subdivisions, Section 24.80.130 Design and Construction Standards of the Willard City Zoning Code is hereby amended to include the following additional language:

#### **24.80.130 Design and Construction Standards**

##### **R. Deferments of Design and Construction Standards**

1. Willard City recognizes that there are parcels within the City that property owners may want to subdivide for various reasons. These are parcels within developed parts of the City where some design and/or construction standards are not present, but those design and/or construction standards will need to be installed in the future. The City is willing to create this process to provide for a deferment of construction of some of the required design and construction standards when it involves certain parcels with certain elements present. However, the applicant still has to proceed through the

preliminary and final subdivision application process, and this deferment process runs simultaneously with that process.

2. During the preliminary subdivision application process, a proposed subdivision may be considered for a deferment of installation of certain required design and construction standards as outlined in Section 24.80.130 when the applicant has shown evidence that all of the following circumstances are present:
  - a. The proposed subdivision contains no more than three (3) lots total, including the pre-existing lot.
  - b. No other subdivision or lot split has occurred from the parent parcel within the past ten (10) years. If a prior split or subdivision occurred within ten (10) years, both the previously separated lots and the subject property shall be counted toward the three-lot maximum.
  - c. The proposed subdivision is located within a residential zoning district.
  - d. The proposed subdivision is not traversed by the mapped alignment of a proposed or future street or trail identified in the Willard City General Plan or Transportation Master Plan.
  - e. The proposed subdivision does not require dedication of land for public streets or other public facilities.
  - f. The proposed subdivision is adjacent to a City-dedicated paved asphalt road that was built to City standards as outlined by the Willard City Public Works Standards.
  - g. The proposed subdivision complies with all applicable Willard City land use ordinances, including zoning, drainage management, utility easements, and any protections related to sensitive lands.
  - h. The proposed subdivision does not require or propose the creation or dedication of open space for purposes of density bonuses or reduced lot sizes.
  - i. The proposed subdivision has been reviewed and approved by the Public Works Director serving as the culinary water authority and sanitary sewer authority.
3. Only if the applicant presents evidence that every one of the elements outlined in Section 24.80.130(R)(2) above are present in a proposed subdivision may a deferment be considered by the Planning Commission.
4. During the preliminary subdivision application process, the Planning Commission may consider allowing deferment of only the following design and construction standards:
  - a. Installation of sidewalks, curbs, and gutters.
5. Process for deferment:
  - a. If the Planning Commission allows a deferment, then applicant shall place a restriction on the final subdivision plat, applicable to every lot in the proposed subdivision, outlining:
    - (1) The deferred specific design and construction standard improvements that are required to be installed in the proposed subdivision and that they will be installed in accordance with the Willard City Public Works Standards.
    - (2) That each lot owner is financially responsible for installation of the deferred specific design and construction standard improvements whenever the City deems those installations to be necessary in the future.

- (3) That each lot owner understands that they will be billed by the City for the City's installation of those deferred improvements, and that invoice is required to be paid by the lot owner within thirty (30) days of receipt of the invoice from the City.
- (4) That each lot owner consents to a lien being placed on their property for the amount of the installation invoice total, if the invoice is not paid within the time given by the City.
- b. This language shall be reviewed at the final subdivision application stage as part of the final approval process and before any subdivision plat is recorded.
- c. The deferment can only be granted at the preliminary application stage by the Planning Commission. Once the Planning Commission has granted preliminary subdivision application approval, under Section 24.80.040 of the Willard Zoning Code, a deferment is no longer available and the applicant shall be required to install all improvements required under the subdivision process.

The forgoing Recitals are fully incorporated herein.

**SECTION 3: PRIOR ORDINANCES AND RESOLUTIONS** That the above changes, where they may have been taken from prior City Ordinances and Resolutions, are listed here for centralization and convenience; and that the body and substance of those prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

**SECTION 4: REPEALER OF CLAUSE** All orders, ordinances, and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts thereof, which conflict with this Ordinance are, for such conflict, repealed, except that this repeal will not be construed to revive any act, order, or resolution, or part.

**SECTION 5: SEVERABILITY CLAUSE** Should any part or provision of this Ordinance be held or declared to be unconstitutional, invalid, inoperative, or unenforceable to any extent whatsoever, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional, invalid, inoperative, or unenforceable.

**SECTION 6: DIRECTION** Willard City Staff is hereby authorized to make non-substantive clerical corrections to formatting, numbering, and internal references in this ordinance for publication and codification purposes, provided such corrections do not alter the intent or effect of the adopted language.

**SECTION 7: EFFECTIVE DATE** This Ordinance shall be effective as of the date of signing and after being published or posted as required by law.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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

**WILLARD CITY**

---

Travis Mote  
Willard City Mayor

ATTEST:

---

Willard City Recorder

**RECORDER'S CERTIFICATION**

STATE OF UTAH )  
: ss.  
County of Box Elder )

I, Diana Mund, the City Recorder of Willard City, Utah, in compliance with UCA §10-3-713 and UCA §10-3-714 do hereby certify that the above and foregoing is a full and correct copy of "**AN ORDINANCE AMENDING SECTION 24.80.130 OF THE WILLARD CITY ZONING CODE; AND PROVIDING AN EFFECTIVE DATE FOR THESE CHANGES.**" adopted and passed by the City Council of Willard City, Utah, at a regular meeting thereof on \_\_\_\_\_, 2026 which appears of record in my office, with the date of posting or publication being \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

---

Diana Mund  
City Recorder

# **ITEM 5D**

## APPLICATION FOR CONDITIONAL USE PERMIT

Applicant's Name RON KINGSTON Application No. 7  
Address 2264½ 3500 W. OGDEN Date Received by Building Inspector \_\_\_\_\_  
Telephone 7313297 Date of Hearing \_\_\_\_\_

Application is hereby made to the Planning Commission requesting that

RON KINGSTON be permitted as a "conditional use"  
on APP. 25 Acres located at Highway 89 in N.E. 1 sec. 147N R2E  
(Sq. Ft. or Acres) Street Address  
in a RR5 zone (see attached location map).

Please complete the following:

I. State in detail what is intended to be done on or with the property. Include Site Plan as required in the Conditional Use Chapter of the Zoning Ordinance.

GRAVEL REMOVAL.

II. Explain fully how your application will satisfy each of the following conditions:

(a) The proposed use at the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood or community.

This general area has been used for years as a source and supply for gravel material. Continued use of this gravel source will contribute to the economic well being of Box Elder County.

(b) The proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons nor injurious to property or improvements in the vicinity.

There is presently and has been in the past, gravel excavation operations to the North, South, and East of this property. Grading, slopes and depth will be in conformity to reasonable reclamation of the ground in the future.

(c) The proposed use will be compatible with and complimentary to the existing surrounding uses, buildings, and structures when considering traffic generation, parking, building design and location, landscaping, noise, or other pollution.

(d) The proposed use conforms to the goals, policies, governing principles and emerging land use patterns of the Master Plan. Please list specific goals and policies as adopted in the Master Plan which would be pertinent.

III. Attach a copy of market analysis and economic study which justifies the proposed use, and any assurance of financial ability or program to complete and conduct the use (if required by Planning Commission)

IV. If proposed use is providing a public service, rather than a private personal use, explain how it will benefit the public or render a service to the community.

V. List the names and addresses of all property owners within 300' of the subject property. (Use additional sheet if necessary)

VI. Fee paid F.D. Woodland, A.M.Hayes, B.Henstra,

Signed: Bob Kingston 2264 So 350dw 731-3297  
(Applicant) (Address) (Phone)

11-397. THE WILLARD CITY EXCAVATION ORDINANCE

1. GENERAL PROVISIONS

1.1 Application

The provisions of this ordinance shall apply to all excavation which shall mean the removal of clay, soil, granite, flagstone, slate, shale, limestone, sandstone, sand, gravel, or stone rubble from the earth by excavation, stripping, leveling, or any other process, together with all other types of mining operations where material is removed from the surface or beneath the surface of the earth; and to the construction, maintenance, or operation of access or haulage roads to such activities.

1.2 Exceptions

A. Sod. The provisions of this ordinance shall not apply to the removal of sod.

B. Leveling for agricultural purposes. The provision of this ordinance shall not apply to the leveling of land to enhance agricultural production where the grade change is less than eighteen (18) inches provided the removal of such material does not involve the commercial disposal of material removed.

C. Excavations for buildings. The provisions of this ordinance shall not apply to the removal of material to accomodate the construction of a structure or building provided the removal of such material does not involve the commercial disposal of material removed.

2. OPERATION STANDARDS

2.1 Restrictions

A. Dust, noise, vibration, smoke, light, and odor. All equipment and machinery used on the site of an excavation activity shall be constructed, maintained and operated in such a manner as to minimize dust, noise, vibration, smoke, light and odor. Access and haulage roads to and on the site shall be maintained in a dust-free condition by surfacing or other treatment.

B. Spillages and tracking. Excavation material spilled or material tracked onto a public street or highway by a haulage vehicle shall be immediately cleared and cleaned from such street or highway.

Excavation or

C. Damage to Public Property. Damage or destruction as a result of excavation or haulage which occurs to public streets, public improvements or systems or to public property shall be reaired or replaced to equal or better condition within ten (10) days, except the repair or replacement shall be immediate when in the judgement of the City such damage or destruction creates a hazard or a disruption to essential services. If the contractor fails to make the appropriate repairs and/or replacements as required, the City shall cause all excavation and hauling of material to cease until the required work is done and approved by the City.

D. Traffic control and warnings. Points where haulage vehicles cross or merge with public streets and highways shall be clearly marked with warning to motorists. Flag persons and other appropriate traffic control measures shall be provided as required by the Utah Occupational and Safety Act, the Manual of Uniform Traffic Control Devices and/or the Utah Code Annotated, 1953.

E. Fencing and barriers. Fencing and other suitable barriers shall be created and maintained on the excavation site where such fencing is practicable and necessary because of dangerous conditions created by excavation.

F. Hours of operation. Excavation operations shall not begin before 7:00 AM and shall not continue after the hour of 6:00 PM and no operation shall take place on Sunday or legal holidays. During periods of national or unusual emergency, time and hours of operation may be altered at the discretion of the City.

G. Other conditions. The City reserves the right to impose other standards to minimize adverse affects to nearby properties and to reduce hazardous operation or site conditions.

H. Protection of work, property and persons. The owner/operator will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his excavation/hauling. He will take all necessary precautions for the safety of, and will provide and necessary protection to prevent damage, injury or loss to all employees on the excavation/hauling and other persons who may be affected thereby. The owner/operator will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the excavation/hauling, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the excavation/hauling may affect them. The owner/operator will remedy all damage, injury or loss to any property caused directly or indirectly in whole or in part, by the owner/operator, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

## Excavation O.

In emergencies affecting the safety of persons or the excavation/hauling or property at the site or adjacent thereto, the owner/operator, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss.

### 3. EXCAVATION AND REHABILITATION PLAN

#### 3.1 Plan Elements

Prior to the commencement of excavation, the construction of haulage roads, the installation or placement of excavation machinery, or any other physical changes or alterations of a site which is, or may be, associated with an excavation activity, an excavation and rehabilitation plan shall be submitted to, and approved by the City. Such plans shall contain the following elements:

A. Location. A legal description of the proposed site with a vicinity map showing location, access and haulage routes, land uses and ownerships within one thousand (1,000) feet, natural drainages, and other significant on-site or near-site features.

B. Topography. A topographic map with a contour interval of not less than five (5) feet, of the site and extending beyond the site a distance of five hundred (500) feet on all sides, and of the haulage route to point where it intersects a public street or highway.

C. Operations. A description of all phases of the contemplated operation and the specific listing of the type of machinery and equipment which will or may be used in the excavation operation along with the equipment manufacturer's or an engineer's estimate of the extent and nature of all noise and dust emissions.

D. Rehabilitation. A physical rehabilitation plan showing the proposed contours after the cessation of the excavation operation along with a description of the methods to be used and the objectives to be accomplished by the rehabilitation plan. Such plan will include details related to placement of topsoil, re-vegetation, grading and surface water movement, and other conditions as directed by the City or its engineer. Rehabilitation shall conform to the following specifications:

(1) Staging. Active excavation operations shall be confined to ten (10) acre parcels at any one time. When the excavation is, or is anticipated to be, greater than 10 acres in area, excavation and rehabilitation plans shall show the staging of operation and rehabilitation by 10 acre parcels.

Excavation Ord.

(2) Backfill. Where backfill is proposed or required, the excavation shall be graded with non-organic, non-toxic, non-combustible solids. Materials used or the methods of fill shall not be such as to create a health hazard nor be objectionable because of odor or sight.

(3) Grading. Peaks and depressions of excavated areas shall be graded to level or gentle slopes and be in substantial conformity with surrounding topography. Loose or friable material shall not be sloped greater than 30 degrees or a 2-1 slope. Graded or backfilled areas shall not collect or permit stagnant water to remain thereon and all rehabilitation treatments will minimize erosion due to precipitation.

(4) Cleanup. Within three (3) months after the cessation of operation, all temporary structures (except fences), equipment, rock piles, rubble heaps or other debris shall be removed, or backfilled into the excavation, so as to leave the premises in a neat and orderly condition.

E. Guarantee. To assure compliance with the provisions of this ordinance, the owner or operator of any excavation activity shall furnish the City with a guarantee that all repairs/replacements of public property shall be done and that the rehabilitation plan will be completed as required herein and as approved. The guarantee shall be in an amount equal to one hundred twenty-five per cent (125%) of the estimated cost to complete the rehabilitation. The guarantee shall be of the following:

A deposit in the form of a bond or an escrow account with an escrow holder approved by the City Attorney and City Council. The escrow agreement shall stipulate that the money shall be used exclusively for the repairs/ replacement of public property and for the rehabilitation of the excavation site. The escrow funds may be withdrawn in an amount equal to ninety (90) percent of the value of the work done as evidenced by a request for release of funds signed by the person authorized to sign for the owner/operator in the escrow agreement and approved by the City Engineer.

If the request is approved by the City Council, the Mayor will be authorized to sign the request and forward the request to the escrow agent for release of funds.

Under no conditions are funds to be released from the escrow account without the City's approval and Mayor's signature.

## Excavation Or

All such guarantees shall be in full force and effective for the period established in the approved rehabilitation plan and/or until the rehabilitation is complete and approved in writing by the City. If the rehabilitation is not completed within one(1) year from the date stated in the rehabilitation plan, the City shall have the right, but not the obligation, to use or cause to be used the guarantee moneys to complete the rehabilitation. In addition thereto, the City may call for release to the City of all or a portion of the guarantee funds to pay for, or to reimburse the City for, expenditures incurred to restore, replace, or repair damage to public property which has not expeditiously completed by the excavation owner/operator, as defined by paragraph 2.1 C of this ordinance. When such funds are withdrawn from the guarantee account, further excavation activity shall cease until the account is re-established in an amount equal to one hundred twenty-five percent (125%) of the estimated uncompleted, rehabilitation costs.

### 4. PERMITS, ENFORCEMENT AND PENALTIES

#### 4.1 Permit

Application for excavation permit shall be submitted to the Planning Commission who shall review the excavation and rehabilitation plans, and other pertinent information, before making recommendations for approval or denial to the City Council. The City Council, after a public hearing, if they are so inclined to hold such hearing, shall thereon make a determination for approved, required guarantee for rehabilitation shall be in effect before such approval becomes valid.

#### 4.2 Enforcement

The City Zoning Enforcement Office is hereby designated and authorized to inspect, or cause to be inspected as often as necessary, all excavation activity. Where it is deemed by the Enforcement Officer that any excavation is not in compliance with this Ordinance, he may pursue legal action, provided that his failure to do so shall not legalize any violation as described therein. Cost incurred by the City to enforce this ordinance, including attorney fees and reasonable court costs, shall be paid by the violator of these provisions.

#### 4.3 Penalties

Any person violating any provisions of this Ordinance shall be deemed guilty of a misdemeanor for each day such violation occurs and shall be punished by imprisonment in the County Jail for a period not exceeding six (6) months or by a fine in any sum less the three hundred (300) dollars, or both, provided that a corporation violating a provision, or provisions, of this Ordinance shall be punished by a fine

Excavation Ord

not exceeding one thousand (1,000) dollars for each and every day such violation occurs. Within one hundred twenty (120) days after the adoption of this Ordinance, all existing operations shall comply with the provisions set forth herein, provided that in no case shall requirements be imposed which are unreasonable in respect to acceptable engineering standards, as defined by the City, where such conditions exist prior to the enactment of this Ordinance.

#### 4.5 Insurance

The OWNER/OPERATOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the OWNER/OPERATOR'S execution of the excavation or hauling, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

A. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

D. Claims for damages insure by unusual personal injury liability coverage which are sustained (1) by any person as result of an offense directly or indirectly related to the employment of such person by the OWNER/OPERATOR, or (2) by any other person; and

E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

F. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the excavation or hauling. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City.

G. 21.3 the OWNER/OPERATOR shall procure and maintain, at his own expense, during the excavating and hauling time, liability insurance as hereinafter specified;

H. OWNER/OPERATOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the OWNER/OPERATOR and protecting him from all claims for personal injury, including death, and all claims for

Excavation Ord.

destruction of or damage to property, arising out of or in connection with any operations undertaken by the OWNER/OPERATOR whether such operations be by himself or by any SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

Zoning Administrators Action.

Date Approved: 3/20/80

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

Date Referred to Planning Commission for Action: \_\_\_\_\_

Planning Commission Action:

Date Approved: 3/20/80

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

Governing Body Action ifAppealed From Decision of Planning Commission:

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

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

Public Hearing Date if Deemed Necessary: \_\_\_\_\_

Conditions of Approval

, or Reasons for Disapproval

List:

- ① 2:1 SIDE SLOPES SEE DWG.
- ② SLOPES TO BE REPLANTED, WITH CORRIGATING @ 10' INTERVALS, VERT DISTANCES.
- ③ OVERFLOW STRUCTURE - CONTRACT TYPE TO BE APPROVED BY COUNTY
- ④ DETENTION PONDS AS SHOWN ON PLANS
- ⑤ POST DONO OR ESGROW @ A RATE OF \$0.05 PER CUBIC YARD OF REMOVAL WITH COUNTY

Signature:

Chairman, Planning Commission or, Zoning Administrator

*Darin T. Beech*

- ⑥ INCLOSED DRAWINGS SHOW HOW ITEMS WILL BE MANAGED.
- ⑦ IF ANY OR ALL ITEMS ARE NOT MET IN THE OPINION OF BOX CLOSER COUNTY THE PERMIT WILL BE REVOKED UNTIL THE WORK HAS BEEN COMPLETED.
- ⑧ BEFORE A SECOND OR THIRD PHASE CAN BE ENTERED INTO THE FIRST PHASE SHALL MEET THE CONDITIONS OF THE PLANS.

The Building Inspector shall place the Conditional Use Application No. as well as any conditions of approval on the Building Permit.

Appealed to the Planning Commission from Decision or Zoning Administrator \_\_\_\_\_

Appealed to the Governing Body from Decision of Planning Commission \_\_\_\_\_

RECORDED  
BOX ELDER COUNTY  
SURVEYOR

FEB 09 1988

Filed Brigham City, Utah

COMMENTS ON BOX ELDER COUNTY

"CONDITIONS FOR DARRELL NIELSEN CONDITIONAL USE PERMIT 2/8/88"

PARA 1- THE OPERATION WILL COMPLY WITH ALL DUST EMISSION STANDARDS.

PARA 2- SUBMITTAL HAS BEEN MADE TO UTAH AIR CONSERVATION COMMITTEE & UTAH STATE BOARD OF HEALTH. WRITTEN APPROVAL HAS NOT BEEN RECEIVED FROM THESE AGENCIES AS OF THIS DATE. (SEE ATTACHED EXHIBIT "B")

PARA 3- THE SLOPES WILL BE SEEDED IN ACCORDANCE WITH APPROVED PRACTICES. IF, AFTER ADEQUATE TIME FOR GERMINATION HAS ELAPSED APPROVED RESULTS HAVE NOT OCCURRED, APPLICANT WILL BE REQUIRED TO PROVIDE AND IMPLEMENT AN APPROVED ALTERNATE METHOD OF SEEDING. (SEE ATTACHED EXHIBIT "C")

PARA 4- COMPLETE - (SEE ATTACHED EXHIBITS "D", "E", "F" & "Q")

PARA 5- COMPLETE - (SEE ATTACHED EXHIBIT "G")

PARA 6- COMPLETE - (SEE ATTACHED ACCESS ROAD PLAN EXHIBIT "F")

PARA 7- WRITTEN COMMENT HAS NOT BEEN RECEIVED FROM BOX ELDER COUNTY/WILLARD CITY FLOOD DISTRICT AS OF THIS DATE.

PARA 8- COMPLETE - (SEE ATTACHED EXHIBIT "I")

PARA 9- THE PROPOSED FLOOD CONTROL FACILITIES, THE REQUIRED DUST CONTROL & NOISE POLLUTION CONTROLS, & THE RUNAWAY TRUCK FACILITY WILL PROVIDE THE NECESSARY PROTECTION TO ADJACENT PROPERTIES. THERE WILL BE EXCAVATION THAT WILL DAMAGE ADJACENT PROPERTIES. *NOT*

PARA 10- THE EXISTING DETENTION BASIN EXPANSION DRAWING HAS BEEN SUBMITTED. WRITTEN APPROVAL HAS NOT BEEN RECEIVED AS OF THIS DATE.

PARA 11- FEETITLE WILL BE FURNISHED TO FLOOD CONTROL DISTRICT AS REQUIRED TO ACCOMMODATE THE EXISTING DETENTION BASIN EXPANSION. PERMANENT RIGHTS-OF-WAY WILL BE FURNISHED TO FLOOD CONTROL DISTRICT FOR PERMANENT RUNOFF FLOW LINES. TEMPORARY EASEMENTS WILL BE FURNISHED TO THE FLOOD CONTROL DISTRICT FOR TEMPORARY RUNOFF FLOW LINES.

PARA 12- COMPLETE - (SEE ATTACHED EXHIBITS "J", "K", "L" & "M".

J- UTAH GEOLOGICAL SURVEY

K- U.S. SOIL CONSERVATION SERVICE (TO BE SUBMITTED TO DENTON BEECHER)

L- U. S. FOREST SERVICE

II- UTAH DIVISION OF WILDLIFE RESOURCES (SENT TO COMMISSIONER VALENTINE)

PARA 13- AGREED BY APPLICANT

PARA 14- SEE ATTACHED EXHIBIT "N". APPLICANT WILL PREPARE AN AGREEMENT AS SPECIFIED IN THIS PARAGRAPH. "ESCROW STILL PENDING AS OF THIS DATE".

PARA 15- COMPLETE (SEE ATTACHED EXHIBIT "O". "REVIEW BY COUNTY ATTORNEY HAS NOT BEEN RECEIVED AS OF THIS DATE".

PARA 16- APPLICANT AGREES TO COMPLY WITH THE NOISE LEVEL REQUIREMENTS AS NOTED IN BOX ELDER COUNTY ZONING ORDINANCE, CHAPTER 10 - PERFORMANCE STANDARDS FOR INDUSTRIAL AND OTHER USES AS PERTAINS TO 10-7 (1) NOISE. (SEE ATTACHED EXHIBIT "P")

PARA 17- AGREED BY APPLICANT (UNLESS SPECIFIC AUTHORIZATION OTHERWISE IS RECEIVED FROM BOX ELDER COUNTY).

PARA 18- NOTED

PARA 19- NOTED

PARA 20- NOTED

SIGNED BY APPLICANT:

DARRELL NIELSEN

DATE: FEBRUARY 9, 1988

STATE OF UTAH )  
:ss  
COUNTY OF BOX ELDER)

On the 9th day of February, 1988, personally  
appeared before me Darrell Nielsen who signed the foregoing  
instrument.

Jolene S. Jeppsen  
Notary Public  
Residing at Brigham City, Utah

My Commission Expires: 11/30/88



DEPARTMENT OF HEALTH  
DIVISION OF ENVIRONMENTAL HEALTH

BAQE-239-89

Norman H. Bangerter  
Governor  
Suzanne Brammer, M.D., MPH  
Executive Director  
Kenneth L. Alkema  
Director

228 North 1450 West  
P.O. Box 16690  
Salt Lake City, Utah  
84115-5396121

**RECEIVED**

MAY 16 1989

April 11, 1989

**HAI**

Darrell Nielson  
DN Land Development  
944 East 800 South  
Bountiful, Utah 84010

HANP

Dear Mr. Nielson:

Re: Approval Order for Crushing Plant  
Box Elder County, CDS 8

The above-referenced project has been evaluated and found to be consistent with the requirements of the Utah Air Conservation Regulations (UACR) and the Utah Air Conservation Act. A 30-day public comment period was held and all comments received were evaluated. The conditions of this approval order reflect any changes to the proposed conditions which resulted from the evaluation of the comments received. This air quality approval order authorizes the project with the following conditions:

1. DN Land Development shall operate the gravel plant with crushers according to the information submitted in the notice of intent dated December 8, 1987 and subsequent conferences between the owner/operator and the Bureau of Air Quality.
2. This approval order shall replace and void the approval order dated July 21, 1988 as a result of actions taken by the Utah Air Conservation Committee on December 15, 1988.
3. The approved installations shall consist of the following equipment located at the site:
  - A. El Jay 1145 crusher SN - WR5STP759
  - B. Universal jaw crusher SN - UN24-1278
  - C. Screen deck
  - D. Conveyor systems
  - E. 2 loaders
  - F. 300 KW diesel generator
  - G. Other associated equipment
3. Visible emissions from the following emission points shall not exceed the following values:
  - A. All crushers - 15% opacity
  - B. All screen decks - 10% opacity
  - C. Conveyor transfer points - 10% opacity
  - D. All other points - 20% opacity
5. Opacity observations of emissions from stationary sources shall be conducted in accordance with 40 CFR 60, Appendix A, Method 9. Opacity observations of intermittent sources shall use procedures

similar to Method 9, but the requirement for observations to be made at 15-second intervals over a 6-minute period shall not apply.

6. All unpaved roads and other unpaved operational areas in use shall be water sprayed and/or chemically treated to minimize fugitive dust. The application rate of water shall be a minimum of 0.5 gallons per square yard. Application shall be made at least once every two hours during all times the installation is in use unless daily rainfall exceeds .10 of an inch or if the roads are snowy or muddy. If chemical treatment is to be used, the plan must be approved by the Executive Secretary of the Utah Air Conservation Committee. Records of water treatment shall be kept for all periods when the plant is in operation. The records shall include the following items:

- A. Date
- B. Number of treatments made
- C. Rainfall received, if any, and approximate amount
- D. Time of day treatments were made

Records of treatment shall be made available to the Executive Secretary upon request and shall include a period of two years ending with the date of the request.

7. The truck haul road shall be paved and cleaned as needed to minimize fugitive dust.
8. The sulfur content of any fuel oil burned shall not exceed 0.85 pounds of sulfur per million BTU heat input as determined by ASTM Method D-4239-83. The sulfur content shall be tested if directed by the Executive Secretary. Diesel fuel consumed by the loaders, bulldozer and generator shall not exceed 300 gallons per day. Records of fuel purchase and operating days shall be maintained on a monthly basis. Records shall be made available to the Executive Secretary upon request and shall include a period of two years ending with the date of the request.
9. In addition to the requirements of this approval order, all provisions of 40 CFR 60, NSPS Subparts A and OOO apply to this installation.
10. For sources which are subject to NSPS, visible emission observations which are performed during the initial compliance inspection shall consist of 30 observations of six minutes each in accordance with 40 CFR 60, Appendix A, Method 9. Emission points which are subject to NSPS shall include the following:
  - A. All crushers
  - B. All screens
  - C. All conveyor transfer points
11. Water sprays or chemical dust suppression sprays shall be installed at the following points to control fugitive emissions:
  - A. All crushers
  - B. All screens
  - C. Conveyor transfer/drop points

12. The minus 40 screen size fraction of the pit run material and the material being screened shall have a moisture content of no less than 4% by weight. The moisture content of either shall be tested at the request of the Executive Secretary using a test method approved by the Executive Secretary. The total area of unstabilized disturbed soil shall not exceed five acres at any given time. The storage piles are not included in the unstabilized area.
13. The source shall operate only from March 1 to November 1 of any given year.
14. The following operating parameters shall not be exceeded without prior approval in accordance with Section 3.1, UACR:
  - A. Aggregate production - 300,000 tons per 12-month period  
- 104 tons per hour through the plant
  - B. Bulldozer hours of operation - 714 per 12-month period
  - C. Plant hours of operation - 2,880 per 12-month periodCompliance with the 12-month limitations shall be determined on a rolling monthly total. On the first day of each month a new 12-month total shall be calculated using the previous 12 months. Records of the parameters listed above shall be kept for all periods when the plant is in operation. Records of the parameters listed above shall be made available to the Executive Secretary upon request, and shall include a period of two years ending with the date of the request. Aggregate production shall be determined by use of weigh scales and maintenance of sales records. The hours of operation for both parameters shall be determined by maintenance of an operations log which shall be kept at the plant. Daily entries shall be made for both parameters.
15. All installations and facilities authorized by this approval order shall be adequately and properly maintained.
16. The north edge of the unstabilized area shall not be located closer than 465 feet from the common border with the Jensen property. The plant shall not be located closer than 1220 feet from the common border with the Jensen property.
17. The owner/operator shall take measures to ensure that the land owned by Gordon Nicholas is not open to public access. These measures shall include actions such as posting no trespassing signs, installing gates on access roads, and fencing the property. If this land is sold, the Executive Secretary shall be informed, and this approval order shall be changed so as to continue to ensure that the land is not open to public access or that the NAAQS are not being violated on the land.
18. The Executive Secretary shall be notified in writing upon start-up of the installation, as an initial compliance inspection is required.

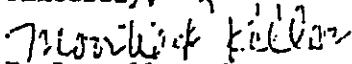
Any future modifications to the equipment approved by this order must also be approved in accordance with Section 3.1.1, UACR.

Darrell Nielson  
April 11, 1989  
Page 4

This approval order in no way releases the owner or operator from any liability for compliance with all other applicable federal, state, and local regulations including the Utah Air Conservation Regulations.

The fee for issuing this approval order is \$2,867.33. The amount is payable to the Bureau of Air Quality, sent to the Executive Secretary, Utah Air Conservation Committee, 288 North 1460 West, P.O. Box 16690, Salt Lake City, Utah 84116-0690 and is due within 30 days after receipt of this approval order.

Sincerely,



F. Burnell Corder  
Executive Secretary  
Utah Air Conservation Committee

FBC:MK:slt

cc: EPA Region VIII, John Dale  
Bear River District Health Department

Darrell Nielson  
April 11, 1989  
Page 5

UTAH BUREAU OF AIR QUALITY APPROVAL ORDER FEE

DN Land Development  
Crushing Plant

Filing Fee \_\_\_\_\_ = \$ 100.00

Review Engineer - total hours 63 ( \$22.08/hr ) = \$1,391.04

Modeler - total hours 22 ( \$18.07/hr ) = \$ 397.54

Computer time - total hours \_\_\_\_\_ = \$ 954.75

Notice To Paper \_\_\_\_\_ = \$ 24.00

Travel - total miles \_\_\_\_\_ ( \$ 0.23/mile ) = \$ \_\_\_\_\_

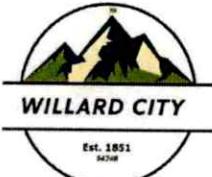
Total = \$ 2,867.33

Please send payment to:

Utah Bureau of Air Quality  
P.O. Box 16690  
Salt Lake City, Utah 84116-0690  
(801) 538-6108

	450 North 200 West	Radtke, Robert and Suzie	9/25/2014	\$25.00 PD	10/2/2014	Additional dogs	Active Reviewed 6/20/24	02-046-0047 & 0084
	481 North 200 West	Beard, Lynn			Approved 2/5/15	Multi-Family Dwelling/Duplex	Active Reviewed 9/5/24	02-046-0075
	500 East 625 South	Nielsen, Darrell (Now Staker Parson)	3/20/1980		4/11/1989	Gravel Removal	Active	02-049-0001 & 02-053-0044
	537 West 200 North	Gammon, Dan	12/18/2023	\$25.00	11/7/2024	Short-Term Rental/Airbnb		02-057-0005
	550 North 200 West	Kilpack, Lee (now owned by Dean Taylor)	2/16/2018	\$25.00		Multi-Family/Basement Apartment	Active Reviewed 9/19/24	02-046-0046
	620 North 200 West	Kapp, Neldon & Jan	10/15/05?		2/11/2003	Building Permit for Single Family Dwelling	Active Reviewed 10/03/24	02-046-0005
	683 North Main	Palmer, Morgan	2/9/2021	\$25.00 PD	Approved 5/6/21	Wedding Reception Center	Active Reviewed 5/18/23	02-046-0102
	725 South Main	Surrage, Jackie	8/2/2023	\$25.00 PD	Approved 11/3/23	Food Truck	Active Reviewed 10/2/25	02-053-0009
	740 North Main	Grimes, Mike	7/19/1996		9/17/1996	Used Vehicle Sales	Active Reviewed 11/7/24	02-046-0015
	755 South Main	Gilbert, Scott; Gilbert, Dustin; Russell, Dee	3/22/2016	\$25.00 PD	4/5/2016	Accessory Building	Active Reviewed 12/5/24	02-053-0059
	769 North Main	Marvin Neff			2/7/2020	RV Campground	Active Under Review 2025	02-041-0067
	781 North 200 West	Bartholome, Shane Sold business to W W Clyde in approx 2019	10/31/2013	\$25.00	12/9/2013	Truss Manufacturing known as Sierra Truss Currently known as Sunpro	Active Reviewed 4/3/25	02-041-0030
	850 North Main (filed in 960 N Main)	Venture Outdoor Advertising-no longer in business. Fred Barker wants to keep sign		\$25.00	8/27/1990	Off-Premise Sign (Billboard)	Active Reviewed 5/15/25	02-043-0013
	500 South 200 East	Wilkes, Melissa	3/1/2015	\$30.00	3/15/2015	Home Occupation	Active 2026 January Staff research revealed that a business license was issued in 2015 with conditions, not a conditional use permit	02-053-0029
	1348 North Main	Dorothy Call & Garrick Call	4/18/2023	\$25.00	5/18/2023	Detached Accessory Dwelling Unit	Active Reviewed 11/20/25	02-039-0055

# **ITEM 5E**



## Willard City Corporation

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

**Mayor**  
Travis Mote  
**City Council Members**  
J. Hulsey  
R. Christensen  
M. Braegger  
R. Mund  
J. Bodily

## 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](http://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 30<sup>th</sup> day of November 2025.

Deputy City Recorder

PLANNING COMMISSION MEETING DATES  
2026

January 1 – no meeting / New Year's Day  
January 15  
February 5  
February 19  
March 5  
March 19  
April 2  
April 16  
May 7  
May 21  
June 4  
June 18  
July 2 – no meeting? / Patriotic program  
July 16  
August 6  
August 20 – no meeting? / Box Elder County Fair  
September 3  
September 17  
October 1  
October 15  
November 5  
November 19  
December 3  
December 17 - ??

# February

2026

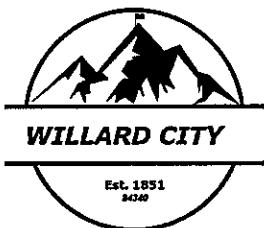
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 GROUNDHOG DAY	2	3	4 Planning Commission Meeting – 6:30 p.m.	5	6
	8	9	10	11 City Council Meeting – 6:30 p.m.	12	13 VALENTINE'S DAY
15 Willard Inc. 1870 PRESIDENT'S DAY Office closed Garbage pickup as usual	16	17	18	19 Planning Commission Meeting – 6:30 p.m.	20 Water bills due	21
22	23	24	25	26 City Council Meeting – 6:30 p.m.	27	28

# March

2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5 Planning Commission Meeting – 6:30 p.m.	6	7
8 Daylight Savings Begins	9	10	11	12 City Council Meeting – 6:30 p.m.	13	14
15	16	17 ST. PATRICK'S DAY	18	19 Planning Commission Meeting – 6:30 p.m.	20 First Day of Spring Water bills due	21
22	23	24	25	26 City Council Meeting – 6:30 p.m.	27	28
29	30	31				

# ITEM 6



**WILLARD CITY**  
**Planning Commission Meeting – Regular Meeting**  
Thursday, January 15, 2026 – 6:30 p.m.  
Willard City Hall – 80 West 50 South  
Willard, Utah 84340

1 The meeting was a regular meeting designated by resolution. Notice of the meeting was provided 24 hours  
2 in advance. A copy of the agenda was posted at City Hall and on the State of Utah Public Meeting Notice  
3 website.

4  
5 The following members were in attendance:

6  
7 Sid Bodily, Chairman  
8 Diana Baker  
9 Chandler Bingham  
10 Alex Dubovik  
11 Ken Ormond

12  
13 Jeremy Kimpton, City Manager  
14 Amy Hugie, City Attorney  
15 Michelle Drago, Deputy City Recorder

16 Excused: Chad Braegger, Brian Gilbert, and Madison Brown

17  
18 Others in attendance were Mayor Travis Mote; Ruth Ormond; Doug Younger; Rebecca Dilg; Carl Dilg; Terry  
19 Ross; Juston Dickson; and Stephanie Dickson.

20 Chairman Bodily called the meeting to order at 6:30 p.m.

21  
22 1. PRAYER: Ken Ormond

23  
24 2. PLEDGE OF ALLEGIANCE: Alex Dubovik

25  
26 3. GENERAL PUBLIC COMMENTS

27 Time Stamp: 01:54 – 01/15/2026

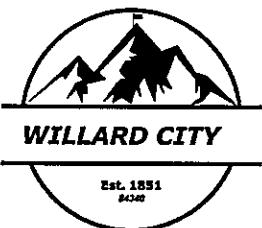
28 Juston Dickson, 265 East 1000 North, stated that they had been attending Planning Commission meetings  
29 for several months regarding a code amendment for minor subdivision. He asked why it wasn't on the  
30 agenda. Amy Hugie, City Attorney, explained that she was working on an ordinance. When it was ready for  
31 consideration, it would be placed on the agenda.

32  
33 Rebecca Dilg, 50 West 1075 North, spoke in support of the proposed minor subdivision ordinance. She felt  
34 that 24.64.060(B) was applicable to their personal property and could be applicable to minor subdivisions  
35 as well. There was discussion regarding their private lane.

36  
37 4. CITY COUNCIL REPORT

38 Time Stamp: 08:21 – 01-15-2026

39  
40 Mayor Mote reported that during the January 8<sup>th</sup> City Council meeting the re-elected officials were sworn  
41 in; the 2026 meeting schedule was discussed; the Council met with Ruben Vantassel from the Wastewater  
42 Treatment Plant to discuss capacity; held a public hearing regarding the proposed boundary adjustment  
43 with Perry City; tabled discussion regarding the boundary adjustment; discussed applying for corridor  
44 preservation project funding to purchase an easement for 300 East; discussed expenses that Box Elder  
45 County might pass on to the city for senior services, emergency services, and an animal shelter;  
46 reappointed Jacob Bodily to the Mosquito Abatement Board; and discussed and approved agreements with  
47 the Wells family to secure an easement for additional water resources and pipeline in exchange for 30  
48 water connections in the future.



WILLARD CITY  
**Planning Commission Meeting** – Regular Meeting  
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50 5A. PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS REGARDING A PROPOSAL TO AMEND  
51 SECTION 24.44.050 OF THE WILLARD CITY ZONING CODE REGARDING AREA COVERAGE,  
52 SETBACKS, AND HEIGHT REGULATIONS, AND MAKING RELATED AMENDMENTS TO  
53 SECTIONS 24.96.060, 24.24.030, 24.44.010, AND 24.08.140

54  
55 Time Stamp 14:14 – 01-15/2026

56  
57 Chairman Bodily read the Willard City Planning Commission's rules of order statement.

58  
59 **Commissioner Dubovik moved to open the public hearing at 6:46 p.m. Commissioner Bingham**  
60 **seconded the motion. All voted "aye." The motion passed unanimously.**

61  
62 Jeremy Kimpton, City Manager, stated that changes to Section 24.44.050 of the Zoning Code had been  
63 proposed to clean up conflicting language regarding area coverage, setbacks, and height regulations. The  
64 Planning Commission had asked that related amendments be made to Sections 24.96.060, 24.24.030,  
65 24.44.010, and 24.08.140. An ordinance had been prepared for the Planning Commission to review.

66  
67 Chairman Bodily opened the floor for public comments.

68  
69 Rebecca Dilg had read the proposed ordinance and wanted to lend her support in favor of it.

70  
71 **Commissioner Baker moved to close the public hearing at 6:47 p.m. Commissioner Bingham**  
72 **seconded the motion. All voted "aye." The motion passed unanimously.**

73  
74 5B. DISCUSSION REGARDING A PROPOSAL TO AMEND SECTION 24.44.050 OF THE WILLARD  
75 CITY ZONING CODE REGARDING AREA COVERAGE, SETBACKS, AND HEIGHT  
76 REGULATIONS, AND MAKING RELATED AMENDMENTS TO SECTIONS 24.96.060, 24.24.030,  
77 24.44.010, AND 24.08.140 (CONTINUED FROM NOVEMBER 20 AND DECEMBER 4, 2025)

78  
79 Time Stamp: 18:11 – 01/15/2026

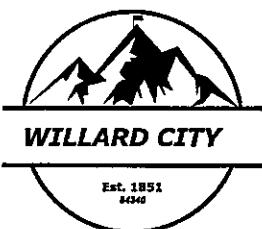
80  
81 Chairman Bodily asked if the Planning Commission members had reviewed the proposed ordinance.

82  
83 Commissioner Dubovik felt the ordinance covered all the Planning Commission had discussed.

84  
85 Chairman Bodily agreed but wanted to make sure Commissioner Braegger's concerns had been  
86 addressed.

87  
88 Commissioner Ormond asked how to handle discrepancies found in the code in the future. Mr. Kimpton  
89 asked that Planning Commission members to let him know when they had concerns. He could then create  
90 verbiage for the Planning Commission to consider.

91  
92 Commissioner Ormond stated that the General Plan said a building lot should not be smaller than 15,000  
93 square feet. However, the recently approved Orchards MPC had lots that were 13,500 square feet in size.  
94 Was the size discrepancy enough to worry about? Amy Hugie, City Attorney, stated that the MPC Ordinance  
95 and Zone allowed the city to determine the lot size. The Orchards was under the old MPC Ordinance and  
96 the old General Plan. The Canyon Bay Subdivision being proposed by Kyle White was also under the old  
97 MPC Ordinance. The General Plan was a policy. It was a guideline, not the absolute controlling document.



WILLARD CITY

**Planning Commission Meeting – Regular Meeting**

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99 Commissioner Dubovik asked if the city code followed the same premise as federal regulations. Under  
100 federal law, the most specific governed. The General Plan might say 15,000 square feet, but the more  
101 specific development agreement said 13,500 square feet. Ms. Hugie said the General Plan was a policy  
102 document. It was not an ordinance.

103  
104 Commissioner Baker asked about Deer Run. It was approved years ago and had been under construction  
105 for five to ten years. Ms. Hugie said that Deer Run was regulated by the PUD Ordinance, which had been  
106 repealed. Jeremy Kimpton said the applicable code was based on the date of the development application.  
107 Ms. Hugie said Deer Run was operating under a development agreement, which was a legal contract.  
108

109 Jeremy Kimpton felt Commissioner Ormond had a valid point. The Planning Commission had to decide if it  
110 was advantageous to move away from the General Plan's policy.

111  
112 Mayor Mote said the MPC Ordinance said a development plan should follow the General Plan.

113  
114 Commissioner Ormond pointed out a typo on Page 4 of Ordinance No. 2026-02 in the ADU Table in  
115 24.96.60(B.3.a). In the second line of the table, the parcel size should be corrected to read 27,781 sq. ft. to  
116 43,560 sq. ft.

117  
118 Commissioner Ormond asked if the square footage referred to in the table was total square footage or  
119 square footage per floor. Jeremy Kimpton said it was the total livable space of the ADU. Ms. Hugie agreed.

120  
121 Commissioner Ormond asked for a clarification of 24.96.60 (B.3.b) found on Page 4 of Ordinance No. 2026-  
122 02. Was the available yard area 25% after the main dwelling was taken out or 25% total? Jeremy Kimpton  
123 interpreted it to mean 25% of the remaining available yard space. Amy Hugie felt the available yard was  
124 anywhere there wasn't a building.

125  
126 Commissioner Ormond asked if that was what the Planning Commission wanted. The Planning  
127 Commission members said it was.

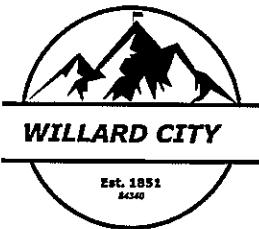
128  
129 Commissioner Ormond was concerned that B.3.b would allow more than 25% of the yard to be covered in  
130 buildings. It seemed contrary to the Planning Commission's intent. Amy Hugie said the state code said  
131 cities had to allow ADU's. An ADU might take up more than 25% of the overall lot. However, *no more than*  
132 *25% of the available yard was a standard in a lot of cities.*

133  
134 Commissioner Dubovik felt the size would be controlled by the table in 24.96.60(B.3.a). The size of an ADU  
135 was based on the parcel size. Should language be added, such as, "All primary dwellings and ADU's may  
136 not occupy more than a certain percentage of the total lot?"

137  
138 Commissioner Bingham stated that somewhere in the ordinance there was a maximum coverage.

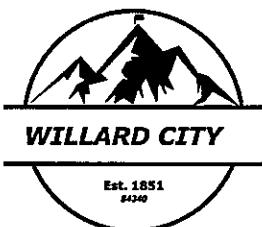
139  
140 Michelle Drago, Deputy Recorder, felt the maximum coverage was addressed by 24.96.060(B.3.c).  
141 Commissioner Dubovik asked what that maximum coverage was. Jeremy Kimpton said that according to  
142 24.44.050(8), the maximum coverage for any lot shall be 25%.

143  
144 Commissioner Ormond noticed that the Old Town Willard Zone had been added to the table in 24.44.050.  
145 Were changes also made to the Old Town Willard language found in 24.44.010(D)? Mr. Kimpton said the  
146 language was changed. It could be found on Page 8 of Ordinance No. 2026-02.



**WILLARD CITY**  
**Planning Commission Meeting** – Regular Meeting  
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148 Commissioner Baker asked about the recommendation to change the boundary description of the Old Town  
149 Willard Zone found in 24.44.010(D.2). Amy Hugie said the verbiage needed to be worded carefully to  
150 prevent having to rezone a lot of properties.  
151  
152 Amy Hugie felt Ordinance No. 2026-02 was ready to forward to the City Council.  
153  
154 **Commissioner Dubovik moved to recommend that the City Council approve Ordinance No. 2026-02**  
155 **amending Section 24.44.050 of the Zoning Code and related amendments subject to the correction**  
156 **of typographical errors. Commissioner Bingham seconded the motion. All voted "aye." The motion**  
157 **passed unanimously.**  
158  
159 5C. REVIEW OF A CONDITIONAL USE PERMIT ISSUED TO TERRY ROSS ON DECEMBER 29,  
160 2016, ON PROPERTY LOCATED AT 595 SOUTH MAIN (PARCEL NO. 02-053-0005)  
161  
162 Time Stamp: 38:12 – 01/15/2026  
163  
164 Chairman Bodily stated that the temporary conditional use permit was issued with conditions and time  
165 constraints. He asked Mr. Ross if the required conditions had been completed.  
166  
167 Terry Ross, 595 South Main, said he had not completed the conditions. He had not built a permanent shop.  
168 He was still using his camp trailer. He had not installed the water or sewer lines. He agreed that he was  
169 overdue. He moved his business to his camp trailer in 2016 because he sold his business location on Main  
170 Street. He renewed his temporary permit in 2019. Then he and his wife purchased Willard Bay Gardens,  
171 and that is where his focus had been. He had not done anything about complying with the conditional use  
172 permit. However, he did have the blueprints to build a permanent shop.  
173  
174 Commissioner Baker asked if Mr. Terry still wanted the conditional use permit. Mr. Terry said he wanted to  
175 keep his business going.  
176  
177 Chairman Bodily said there was a two-year time limit to have the permanent shop built, and six months to  
178 run the water and sewer lines. The other conditions related to parking and number of patrons.  
179  
180 Terry Ross stated that he did all his business by appointment. His patrons were usually in and out in 20  
181 minutes. He admitted that he had not complied with the conditions of the temporary permit.  
182  
183 Amy Hugie stated that Mr. Ross was in violation of several of his conditions. Legally that placed the city in  
184 a difficult position if it allowed him to continue operating. The city had to consider everyone else who had  
185 conditional use permits, not just Mr. Ross.  
186  
187 Commissioner Dubovik asked if Mr. Ross had any immediate plans to build the permanent shop. Mr. Ross  
188 said he didn't. It would probably be a few more years before he could get the shop built.  
189  
190 Commissioner Baker asked if Mr. Ross could apply for a new conditional use permit if his current one was  
191 closed. Ms. Hugie felt that would be better than letting Mr. Ross continue to operate with a conditional use  
192 permit that was in violation. A new conditional use permit would allow the Planning Commission to consider  
193 whether Mr. Ross's business would qualify under the existing ordinance.  
194  
195 Commissioner Dubovik felt the best option was to suspend Mr. Ross's temporary conditional use permit.  
196 Ms. Hugie agreed.



WILLARD CITY

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197 There was a discussion regarding possible solutions for Mr. Ross. One suggestion was to make his  
198 business mobile. Another was to move his barber shop into his home.  
199

200 Commissioner Dubovik asked about the process for suspending a conditional use permit. Ms. Hugie said  
201 the Planning Commission just needed to make and approve a motion to do so based on non-compliance  
202 with approved conditions.  
203

204 Mayor Mote asked if Willard's code required a notice or appeal period before revoking a conditional use  
205 permit.  
206

207 Terry Ross asked about another two-year grace period. Ms. Hugie felt that issuing an extension at this point  
208 could put Willard in a difficult legal position. While Mr. Ross's temporary conditional use might not be a  
209 problem, but the city might find another use that was. Then the offender could argue that Willard was being  
210 arbitrary.  
211

212 Commissioner Dubovik said the Planning Commission frequently heard that argument. The Planning  
213 Commission responded that it could not control what happened in the past, but it could control what  
214 happened in the present.  
215

216 Terry Ross asked how to proceed after his conditional use permit was revoked. Could he reapply for a new  
217 conditional use permit?  
218

219 Mayor Mote stated that Terry Ross was in violation of his current conditional use permit. He felt Mr. Ross  
220 would have to restart with a new conditional use permit.  
221

222 Terry Ross stated that running Willard Bay Gardens was taking so much time, he didn't have time to build  
223 a permanent shop unless he put in a Tough Shed. Ms. Hugie felt a Tough Shed would be an easier sell  
224 because it would be a more permanent structure, but it would still have to have sewer and water.  
225

226 Commissioner Dubovik asked why the city required that a permanent shop have sewer and water.  
227 Commissioner Bingham said water and sewer were needed to provide restrooms for customers.  
228

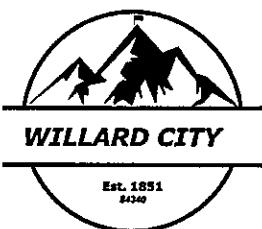
229 Commissioner Dubovik stated that if Terry Ross was going to file for a new conditional use permit, the  
230 Commission should determine if there was a basis for the original conditions. If there were legitimate  
231 reasons for the original conditions, he didn't feel they could be changed. If there weren't legitimate reasons,  
232 there might be some flexibility to change them.  
233

234 Commissioner Bingham pointed out that Terry Ross had been operating a barber shop from his trailer for  
235 ten years without any complaints from neighboring property owners.  
236

237 Amy Hugie stated that Willard allowed home occupations in accessory buildings. A trailer wasn't an  
238 accessory building. She felt that continued use of the trailer would be an issue if Mr. Ross reapplied.  
239

240 Commissioner Dubovik stated that if Terry Ross reapplied, Willard would have to look at and apply the  
241 current code requirements. He felt the issues would work themselves out.  
242

243 Terry Ross stated that he tried to keep a low profile. He didn't even have a sign on the trailer. He realized  
244 it didn't look good for the city to allow a business to be run from a trailer. If the Planning Commission revoked  
245 the conditional use permit, he would have to figure out how to move forward.



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246 Chairman Bodily felt running the sewer might be a challenge. Mr. Ross said the pipe was in, he just hadn't  
247 hooked it up because he didn't want to worry about freezing problems.

248  
249 Terry Ross agreed that his lack of a permanent shop was a violation. The number of patrons wasn't a  
250 problem. He had room for two parking stalls. Sometimes there were two cars there at a time. He rarely had  
251 three. He had not connected the water and sewer within the required six months. The water was there, but  
252 it wasn't permanently connected. The extension he received in 2019 had not been reviewed in the required  
253 18 months.

254  
255 **Commissioner Baker moved to revoke the temporary conditional use permit issued to Terry Ross**  
256 **on December 29, 2016. Commissioner Dubovik seconded the motion. All voted "aye." The motion**  
257 **passed unanimously.**

258  
259 **5D. ANNUAL OPEN AND PUBLIC MEETINGS ACT TRAINING**

260  
261 Time Stamp: 58:09 – 01/15/2026

262  
263 Amy Hugie conducted the required annual Open and Public Meeting Acts Training and responded to  
264 questions from the Planning Commission.

265  
266 **6. CONSIDERATION AND APPROVAL OF REGULAR PLANNING COMMISSION MINUTES FOR**  
267 **DECEMBER 4, 2025**

268  
269 **Commissioner Baker moved to approve the regular minutes for December 4, 2025, as written.**  
270 **Commissioner Ormond seconded the motion. All voted "aye." The motion passed unanimously.**

271  
272 **7. ITEMS FOR THE FEBRUARY 5, 2026, PLANNING COMMISSION AGENDA**

273  
274 Time Stamp: 11:30 – 01/15/2026

275  
276 The Planning Commission discussed agenda items for the February 5, 2026, meeting –possible discussion  
277 regarding Canyon Bay MPC, consideration of an amendment to remove bonds as an improvement  
278 guarantee, consideration of an amendment for minor subdivision, approval of the 2026 meeting schedule,  
279 a conditional use permit review, and possibly a conditional use permit for Terry Ross.

280  
281 Rebecca Dilg asked about being on the agenda. Chairman Bodily and Jeremy Kimpton stated that she  
282 would have to file an application for a conditional use permit before being placed on the agenda.

283  
284 **8. COMMISSIONER/STAFF COMMENTS**

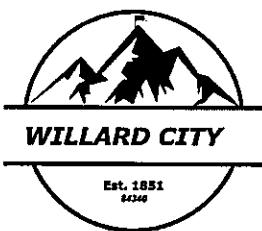
285  
286 Time Stamp: 14:17 – 01/15/2026

287  
288 Amy Hugie

289  
290 Did not have any comments.

291  
292 Jeremy Kimpton

293  
294 Did not have any comments.



WILLARD CITY  
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295 Mayor Mote

296

297 Did not have any comments.

298

299 Commissioner Bingham

300

301 Did not have any comments.

302

303 Commissioner Dubovik

304

305 Did not have any comments.

306

307 Commissioner Baker

308

309 Commissioner Baker asked if a permit was needed for a haybarn on two to three acres of land. Amy Hugie  
310 stated that a permit was required for any structure that was more than 200 square feet. Ms. Baker said a  
311 haybarn was being constructed on 400 West. Did it have a permit? She thought it was on property owned  
312 by Ken Braegger. Mr. Kimpton said he hadn't seen a recent application, but it could have been submitted  
313 before Maddie Brown went on maternity leave. He would check.

314

315 Commissioner Ormond

316

317 Did not have any comments.

318

319 Chairman Bodily

320

321 Did not have any comments.

322

323 10. ADJOURN

324

325 **Commissioner Bingham moved to adjourn at 7:47 p.m. Commissioner Dubovik seconded the  
326 motion. All voted in favor. The motion passed unanimously.**

327

328

329 Minutes were read individually and approved on: \_\_\_\_\_

330

331

332

333

334 Planning Commission, Chairman  
335 Sid Bodily

336

337 dc:PC 01-15-2026

Planning Commission Secretary  
Michelle Drago