



Notice is hereby given that the
WILLARD CITY PLANNING COMMISSION
Will meet in a regular session on
Thursday, February 19, 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. Public hearing to receive public comments regarding a proposal to amend 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 relating to guarantees for subdivision improvements
 - b. Consideration and recommendation regarding a proposal to amend 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 relating to guarantees for subdivision improvements (continued from February 5, 2026)
 - c. Public hearing to receive public comments regarding a proposal to amend Section 24.80.130 of the Willard City Zoning Code to include additional language relating to deferments of design and construction standards
 - d. Consideration and recommendation regarding a proposal to amend Section 24.80.130 of the Willard City Zoning Code to include additional language relating to deferments of design and construction standards (continued from September 18, October 2, November 6, November 20, and December 4, 2025, and February 5, 2026)
 - e. Consideration of a request to amend the conditional use permit issued to Dan Gammon on November 7, 2024, for a short-term rental located at 537 West 200 North (Parcel No. 02-057-0005)
6. Consideration and approval of regular Planning Commission minutes for February 5, 2026
7. Discussion regarding agenda items for the March 5, 2026, Planning Commission meeting
8. Commissioner/Staff Comments
9. Adjourn

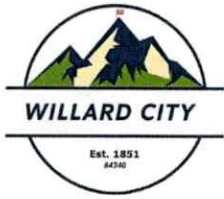
I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website <https://www.utah.gov/pmn/index.html>, on the Willard City website www.willardcity.com, and sent to the Box Elder News Journal this 13th 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



Willard City Corporation

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

Mayor

Travis Mote

City Council Members

J. Hulsey
R. Christensen
M. Braegger
R. Mund
J. Bodily

NOTICE OF PUBLIC HEARING WILLARD CITY PLANNING COMMISSION

Notice is hereby given that the Willard City Planning Commission will hold a public hearing to receive public comments regarding a proposal to amend 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 relating to guarantees for subdivision improvements.

The public hearing will be held on Thursday, February 19, 2026, at 6:30 p.m. in the Willard City Council Chambers, 80 West 50 South, Willard, Utah, during a regular Planning Commission meeting.

Information regarding this matter is available during business hours by contacting the Willard City Planner at 435-734-9881. Business hours are 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Friday.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communications, aids, and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah, phone number 435 734-9881, at least three working days prior to the meeting.

I, the undersigned duly appointed Deputy City Recorder for Willard City Corporation hereby certify that a copy of the foregoing notice and agenda was posted at Willard City Hall; two other places in the community; on the State of Utah Public Meeting Notice website <http://www.utah.gov/pmn/index.html>; on the Willard City website www.willardcity.com; and sent to the Box Elder News Journal this 6th day of February, 2026.

/s/Michelle Drago
Deputy City Recorder

ITEM 5B

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:

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)**

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.~~

~~3.2. 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 Ccity 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 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 Subdivisions

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 Bonds~~ Guarantees For Subdivision Improvements, Facilities, And Amenities

Prior to the commencement of "Development Activities" as defined in Utah Code Ann. § ~~10-20-101~~ ~~10-20-9A-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.**

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 Improvements shall also include an amount to warranty the installation of the Improvements, which amount will be 10% of the total cost of the installation of the on-site and off-site subdivision improvements. This will be reflected on **Exhibit B**. 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. 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 final approval of 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"). Extensions may only be granted by the City Council in writing, upon a showing of good cause, and shall not exceed 12 months per extension.

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 unconditional 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. City inspections are for the City's benefit only and do not create any duty or liability to the Developer or third parties

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 and warranty amount 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 and amount for warranty (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: PROOF OF GENERAL LIABILITY AND WORKERS' COMPENSATION
INSURANCE**

**EXHIBIT E: 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
PROOF OF GENERAL LIABILITY AND WORKERS'
COMPENSATION INSURANCE

EXHIBIT E
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:

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), including the Developer, without the express written consent and direction from said City of Willard Utah. If said Improvements, set forth in Exhibit 1, 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: _____

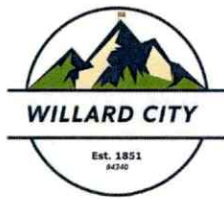
APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT 1
COST ESTIMATE OF REQUIRED ON & OFF-SITE SUBDIVISION
IMPROVEMENTS

ITEM 5C



Willard City Corporation

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

Mayor

Travis Mote

City Council Members

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

NOTICE OF PUBLIC HEARING WILLARD CITY PLANNING COMMISSION

Notice is hereby given that the Willard City Planning Commission will hold a public hearing to receive public comments regarding a proposal to amend Section 24.80.130 of the Willard City Zoning Code to include additional language relating to deferments of design and construction standards.

The public hearing will be held on Thursday, February 19, 2026, at 6:30 p.m. in the Willard City Council Chambers, 80 West 50 South, Willard, Utah, during a regular Planning Commission meeting.

Information regarding this matter is available during business hours by contacting the Willard City Planner at 435-734-9881. Business hours are 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Friday.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communications, aids, and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah, phone number 435 734-9881, at least three working days prior to the meeting.

I, the undersigned duly appointed Deputy City Recorder for Willard City Corporation hereby certify that a copy of the foregoing notice and agenda was posted at Willard City Hall; two other places in the community; on the State of Utah Public Meeting Notice website <http://www.utah.gov/pmn/index.html>; on the Willard City website www.willardcity.com; and sent to the Box Elder News Journal this 6th day of February, 2026.

/s/Michelle Drago
Deputy City Recorder

ITEM 5D

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 5E



Willard City Corporation

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

Mayor

Travis Mote

City Council Members

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

STAFF REPORT

DAN GAMMON CONDITIONAL USE PERMIT 537 WEST 200 NORTH

On November 7, 2024, the Planning Commission approved a conditional use permit for Dan Gammon for a short-term rental at 537 North 200 West subject to six conditions. Mr. Gammon has completed the first three conditions. Their completion has been verified by Fire Chief Van Mund.

Dan Gammon spoke with Ben at the Bear River Health Department regarding annual testing for the water well. He was told the state currently does not have any testing requirements. Mr. Gammon has asked that Condition 5 be removed from his conditional use permit.

Michelle Drago also spoke with Ben at the Bear River Health Department who confirmed that neither the Bear River Health Department nor the state has requirements for private water wells to be tested annually regardless of the use of the home. She also contacted Cameron Draney with the Division of Drinking Water. He said the state does not require annual testing for private wells not serving a public water system. He said private wells are outside of the Utah Division of Drinking Water's jurisdiction. Testing requirements are up to the property owner or local health department.

Mr. Gammon has paid for and would like to receive his business license so he can begin advertising his rental for the coming spring and summer.

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

November 7, 2024

CONDITIONAL USE PERMIT

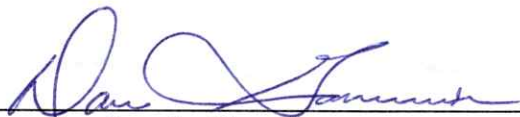
DAN GAMMON SHORT-TERM RENTAL

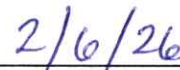
This Conditional Use Permit is issued to Dan Gammon located at 537 West 200 North (Parcel 02-057-0005) Willard, Utah 84340, to operate a short-term rental:

The conditions for operating are:

1. Removal of stumps from the parking area.
2. Addition of road base for a 96-foot diameter turn around area for emergency vehicles.
3. No parking signs in the turn-around area.
4. The house and bunkhouse may not be rented separately.
5. ~~Submission of annual documentation from the state regarding the water; and~~
6. Annual compliance with required inspections.

This Conditional Use Permit is contingent upon the applicant's, and any successor's, ongoing compliance with all city, local, and state codes.


Applicant's Signature


Date

City Planner Signature

Date

WILLARD CITY CORPORATION

80 W 50 S

PO Box 593

Willard UT 84340

435-734-9881

Receipt No: 2.000004848

Feb 9, 2026

DAN GAMMON

Licenses and Permits - Business Licenses and Permits	50.00
<hr/>	
Total:	50.00
<hr/>	
Check	50.00
Check No: 1014	
Total Applied:	50.00
<hr/>	
Change Tendered:	.00
<hr/>	

Duplicate Copy

02/09/2026 10:56 AM

**WILLARD CITY PLANNING COMMISSION
APPLICATION FOR PLANNING COMMISSION HEARING**

Application Date:

DEC 18, 2023

Assessor's Parcel Number

02-057-0005

Applicant:

DAN GANNON

Parcel Legal Description

APPROXIMATELY 2.6 ACRES

Mailing Address

103 E 500 S

LEGAL DESCRIPTION AVAILABLE ON REQUEST

BURLEY ID 83318

537 W 200 N

Project Address

WILLARD UT 84340

I hereby request a hearing before the
Willard City Planning Commission in
behalf of my application for:



Conditional Use Permit \$25 Fee



Lot Line Adjustment \$25 Fee



Other Fee variable, \$25 Min.

208-670-4105

Phone Number

208-670-4105

Cell Phone

NOTE: Fees will be charged on each application and are non-refundable. Additional applications on the same project will be considered as new applications and be charged accordingly. All applications, with required data and fees, must be filed in the Willard City Office at least two weeks prior to the scheduled hearing date.

Project description: (Attach additional sheets, as required.)

Complete Applicant Affidavit on back of this page.

SHORT-TERM RENTAL OF HOME AND BUNKHOUSE AND OUTSIDE
FACILITIES. ANTICIPATED USE OF AIRBNB AND/OR VRBO RENTAL
WEBSITES TO WIDEN EXPOSURE FOR MARKETING PURPOSES.

28-10858 152 WILLARD CITY CORPORATION
80 W 50 S
PO Box 593
Willard UT 84340
Receipt No: 1.018933
Dec 26, 2023

DAN GANNON CUP PERMIT APPLICATION

Charges for Services
Charges - PC & B of Adj

25.00

Total:

25.00

Check

Check No: 231

Total Applied:

25.00

25.00

Change Tendered:

.00

12/26/2023 12:29 PM

Form PC-1 Rev. 8/3-02

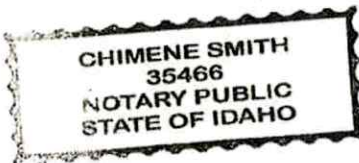
APPLICANT'S AFFIDAVIT

STATE OF UTAH IDAHO)
) SS
COUNTY OF CASSIA BOX ELDER)

I, (we) DAN GAMMON, being duly sworn, depose and say that I, (we) am (are) the owner(s)*, or authorized agent(s) of the owner, of property located at 537 W 200 N WILLARD UT 84340 in Willard City, which property is involved in the attached application and that the statements and answers therein contained and the information provided in the attached plans and other exhibits present thoroughly, to the best of my (our) ability, the argument in behalf of the application herewith requested and that the statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

SIGNED [Signature]
Property Owner(s)
AGENT N/A

Subscribed and sworn before me this 16 day of December 2008



[Signature]
Notary Public

Residing in menidoka
My commission expires: 1/30/10

* May be owner of record, contract owner, part to valid earnest money agreement, option holder or have other legal control of property.

AGENT AUTHORIZATION

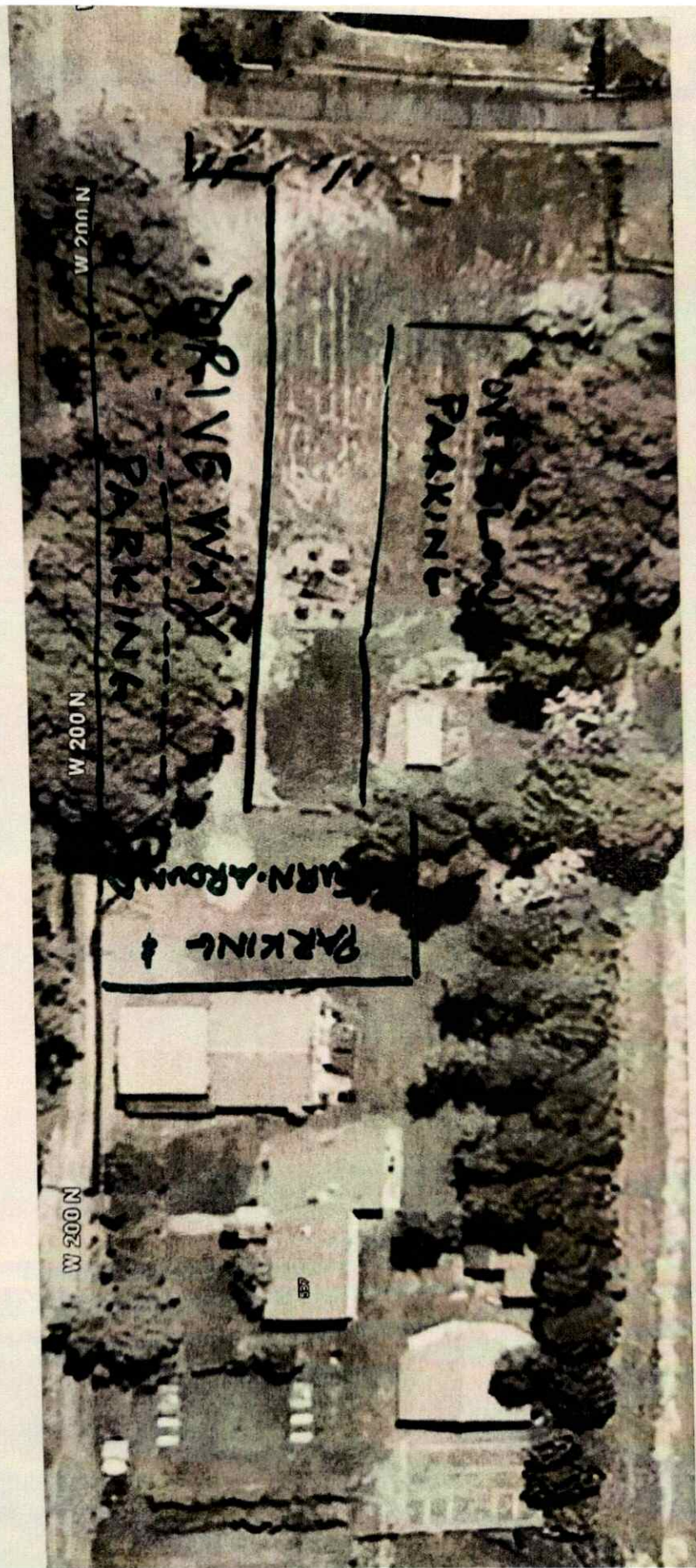
I, (we) _____, the owner(s) of real property described above, hereby appoint _____ as my (our) agent(s) to represent me (us) with regard to this application affecting the above described real property, and do authorize them to appear on my (our) behalf before any Willard City Boards considering this application.

SIGNED _____
Property Owner(s)

Subscribed and sworn before me this _____ day of _____ 200__

Notary Public

Residing in _____
My commission expires: _____





WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, November 7, 2024 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Clint McCormick, 75 West 500 North, asked if the division of the Kapp property would make it possible to divide his property. He had a five-acre flag lot with access from the old highway. Would the Kapp Subdivision provide access to his property? Chairman Bodily said it would not. Neldon Kapp was only creating one lot with access from the existing private lane on 200 West.

There were no further comments.

Commissioner Bingham moved to close the public hearing at 6:47 p.m. Commissioner Gilbert seconded the motion. All voted “aye.” The motion passed unanimously.

6B. CONSIDERATION OF A PRELIMINARY SUBDIVISION PLAT AND A RECIPROCAL EASEMENT AGREEMENT FOR THE KAPP SUBDIVISION LOCATED AT APPROXIMATELY 620 NORTH 200 WEST (PARCEL NO. 02-046-0005)

Time Stamp: 17:50 – 11/07/2024

Madison Brown stated that this was the preliminary subdivision plat. The Kapp's still had to receive final approval, which would be handled by SLUA.

Commissioner Braegger felt the Kapp's had everything in order.

Commissioner Bingham moved to grant preliminary approval of the Kapp Subdivision subject to the recommendations of SLUA and send the subdivision back to SLUA for final approval. Commissioner Braegger seconded the motion. All voted “aye.” The motion passed unanimously.

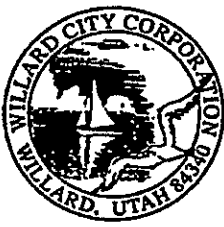
6C. CONSIDERATION OF A REQUEST FROM DAN GAMMON FOR A CONDITIONAL USE PERMIT TO OPERATE A SHORT-TERM RENTAL/AIRBNB LOCATED AT APPROXIMATELY 537 WEST 200 NORTH (02-057-0005)

Time Stamp: 19:36 – 11/07/2024

Madison Brown stated that Dan Gammon owned property at 537 West 200 North. Last January, he applied to the city for a short-term rental license (Airbnb). At that time, the city didn't have any provisions for short-term rentals in its code. On August 8th, the city council adopted a short-term rental ordinance. Mr. Gammon reapplied. His request for a conditional use permit was reviewed by the CUP Review Committee on October 17th. The CUP Review Committee recommended that the conditional use permit be approved subject to:

1. Removal of stumps from the parking area.
2. Addition of road base for a 96-foot diameter turnaround area for emergency vehicles.
3. No parking signs in the turnaround area.
4. The house and bunkhouse may not be rented separately.
5. Compliance with state requirements for a transient water system.
6. Submission of annual documentation from the state regarding the water; and
7. Annual compliance with required inspections.

Ms. Brown said Dan Gammon had agreed to the conditions.



WILLARD CITY

Planning Commission Meeting – Regular Meeting

Thursday, November 7, 2024 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

Chairman Bodily asked if the fire chief had inspected the site as directed by the CUP Committee. Jeremy Kimpton stated that the fire chief would have to inspect the site before the conditional use permit could be issued. Annual inspections would be required to make sure the turnaround was maintained.

Dan Gammon stated that he met with the fire chief a few weeks ago. The turnaround area was not located near the willows that had been removed. The turnaround would be near the garage. Any emergency vehicle would be able to get to the residences. Mr. Gammon said he had checked with the state regarding requirements for his well. The state referred him to the Bear River Water District who referred him to Brigham City. There weren't any state requirements for water testing. The property was on a well that was over one hundred years old. The well was improved when they purchased the property about twelve years ago.

Jeremy Kimpton stated that the state's testing requirements had been verified by the city's public works director. He felt the condition requiring annual documentation from the state could be removed.

Commissioner Braegger asked if the property had a septic system. Mr. Gammon said it did.

Commissioner Gilbert asked about lighting. Jeremy Kimpton said lighting was discussed by the CUP Review Committee. Commissioner Braegger stated that Dan Gammon had motion lighting. Ms. Brown said lighting was required by the Short-Term Rental Ordinance. When she and the fire chief completed their annual inspections, they would check the lighting.

Commissioner Gilbert asked if Dan Gammon had read the Short-Term Rental Ordinance. Mr. Gammon said he had.

Dan Gammon stated that access to his property had always been a concern due to the fence installed by the property owner to the north. He had verified that the city did have legal access to his property because of the sewer. He would be happy to cooperate with the city in having the fence removed.

Commissioner Braegger asked if the city attorney had any information regarding the fence dispute. There was a chain link fence running down the middle of 200 North that was installed by Russ Child, which made it difficult for the Gammon's to get in and out. Was there a reason the fence was still up? Colt Mund, city attorney, said he didn't have any information. Jeremy Kimpton said the city did have a sewer easement, and it did have access to that easement. The fence was a civil issue. The staff would have to research the matter to see if there was anything that could be done. The fence issue would not stop Mr. Gammon from using his property as a short-term rental.

Dan Gammon stated that he had talked with the former mayor about the fence. The former mayor had talked about providing emergency access from Center Street via the sewer easement. He told the former mayor he would not seek financial compensation if the city wanted to put in a road along the west side against the tracks in exchange for potential services and connections. His only concern was the location of the garage built by his wife's grandfather.

Chairman Bodily asked how a fence could be placed in the middle of a street. Commissioner Bingham said Russ Child claimed that he owned property to the middle of the road. Colt Mund said there was a court case that was resolved in 2014. The court granted summary judgment to Russell Child. There was further discussion about the history of the fence issue.



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Commissioner Dubovik asked if all the conditions had been met. Jeremy Kimpton said they had been agreed to. Commissioner Dubovik clarified that the staff would ensure conditions were met before a business license was issued. Mr. Kimpton said it would.

Commissioner Bingham moved to approve a conditional use permit for Dan Gammon to operate a short-term rental located at approximately 537 West 200 North (Parcel No. 02-046-0005) subject to the conditions recommended by the CUP Review Committee. Commissioner Braegger seconded the motion. All voted “aye.” The motion passed unanimously.

6D. CONSIDERATION AND RECOMMENDATION TO THE CITY COUNCIL REGARDING A PROPOSAL TO AMEND THE GENERAL PLAN FOUND IN CHAPTER 12-000 OF THE WILLARD CITY ZONING ORDINANCE TO INCLUDE A FUTURE LAND USE MAP FOR THE SOUTH WILLARD AREA INCLUDED IN WILLARD'S ANNEXATION POLICY DECLARATION (CONTINUED FROM APRIL 4, APRIL 18, MAY 2, MAY 16, JUNE 20, SEPTEMBER 5, AND OCTOBER 3, 2024)

Time Stamp: 31:56 – 11/07/2024

Madison Brown stated that the changes the Planning Commission had recommended on October 3rd had been included in a revised future land use map. She also completed a proposed road plan that incorporated the road plan proposed by Commissioner Gilbert in June.

Commissioner Dubovik asked if the proposed plan reflected the sentiments of the South Willard residents. Ms. Brown said it did.

Commissioner Gilbert liked the additional commercial area around the elk farm.

Chairman Bodily asked if the planning commission was ready to forward the map to the City Council. The planning commission said it was.

Michelle Drago, Deputy Recorder, stated that a public hearing had to be held before a recommendation could be forwarded to the city council. There was a discussion about the notice requirements for the public hearing. Colt Mund verified that the city was required to provide a ten-day notice. The planning commission decided to hold the public hearing on December 5th.

Commissioner Dubovik moved to schedule a public hearing on December 5th at 6:30 p.m. to receive public comments regarding a proposal to amend the General Plan found in Chapter 12-000 of the Willard City Zoning Ordinance to include a future land use map for the South Willard area included in Willard's Annexation Policy Declaration. Commissioner Gilbert seconded the motion. All voted “aye.” The motion passed unanimously.

6E. DISCUSSION REGARDING A PROPOSAL TO AMEND REQUIREMENTS FOR DETACHED ACCESSORY DWELLING UNITS FOUND IN 12-102-23-6(5A) TO ALLOW UNITS LARGER THAN 1,000 SQUARE FEET IN R-1, A-3, AND A-5 ZONES

Time Stamp: 41:10 – 11/07/2024

ITEM 6



WILLARD CITY

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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 Chandler Bingham
9 Chad Braegger
10 Alex Dubovik
11 Brian Gilbert
12 Ken Ormond
13 Diana Baker, Alternate
14

Jeremy Kimpton, City Manager
Amy Hugie, City Attorney
Michelle Drago, Deputy City Recorder

15 Excused: Madison Brown
16

17 Others in attendance were Mayor Travis Mote; Ruth Ormond; Doug Younger; Rebecca Dilg; Carl Dilg;
18 Stephanie Dickson; Wayne Harding; Brek Andeson; Sam Balow; Kent Harding; Kyle White; and Austin
19 Schindler.
20

21 Chairman Bodily called the meeting to order at 6:31 p.m.
22

- 23 1. PRAYER: Sid Bodily
24
25 2. PLEDGE OF ALLEGIANCE: Chad Braegger
26
27 3. GENERAL PUBLIC COMMENTS
28

29 Time Stamp: 02:21 Part 1 – 02/05/2026
30

31 Doug Younger, 116 South Main, asked for a definition of an 'ag' (agricultural) protected open space. Amy
32 Hugie, City Attorney, felt Mr. Younger's question related to Item 5A. That was the appropriate place to
33 address his question. Mr. Younger expressed frustration regarding his ability to make open comments. Ms.
34 Hugie explained that Willard had to abide by state law regarding open comments and inadvertent public
35 hearings.
36

37 Mr. Younger also felt Mayor Mote should not make comments during the Planning Commission's discussion
38 of Item 5A because things he might say could influence the Planning Commission
39

- 40 4. CITY COUNCIL REPORT
41

42 Time Stamp: 07:50 Part 1 – 02/05/2026
43

44 Mayor Mote reported that during the January 22nd meeting, the City Council once again discussed and
45 tabled the boundary adjustment with Perry City pending additional information. There was extensive
46 discussion about the city's garbage services with representatives from Republic Services. Two Council
47 members were reappointed to the Sewer Board, and the Council received its annual Open and Public
48 Meetings Act training.
49



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- 50 5A. CONSIDERATION AND RECOMMENDATION REGARDING A PETITION FROM WESTERN
51 LAND DEVELOPMENT TO REZONE APPROXIMATELY 24.83 ACRES LOCATED AT
52 APPROXIMATELY 500 SOUTH 200 WEST FROM A-5 TO MASTER PLANNED COMMUNITY
53 (MPC), A DEVELOPMENT AGREEMENT, AND A PRELIMINARY PLAN (02-052-0001, 02-052-
54 0002, AND 02-052-0005) (CONTINUED FROM NOVEMBER 6, 2025)

55
56 Time Stamp 09:09 Part 1 – 02/05/2026

57
58 Amy Hugie addressed Doug Younger's question. The application from Western Land Development was
59 governed by Willard's old MPC Ordinance. However, the best description for an agricultural open space
60 easement was found in 24.24.030(C) of the new MPC Ordinance, "*An agricultural conservation easement
61 may be established on lots above one (1) acre. Easement deeds shall provide Willard City full rights to
62 enforce the deed terms at the cost of the landowner. The plat map shall designate the building envelope
63 for each lot. An easement of the agricultural area will be deeded to Willard City. The agricultural easement
64 deed will restrict the construction of structures, roads, or other above-ground infrastructure. Crop and
65 livestock production facilities below 10 feet in height, such as fences and irrigation systems, will be allowed.
66 Only the area of the agricultural easement shall count toward the open space requirement.*" She explained
67 that agricultural open space would be owned by a private landowner and would be used for farming. The
68 land would have an easement granted to Willard City. Any structures over 10 feet in height were prohibited.
69 The old MPC Ordinance referred to an agricultural easement in a manner approved by the City Council,
70 which opened the door for negotiation regarding the height of structures.

71
72 Ms. Hugie stated that her staff report broke down the key issues the Planning Commission needed to look
73 at. The Planning Commission needed to make some decisions regarding the open space. Did it want a fee
74 in lieu of, or did it want an agricultural open space? How did it want the open space to be owned? What did
75 the Planning Commission want the open space to look like? How should maintenance be addressed?
76 Should maintenance be handled by a homeowners' association (HOA)? She could foresee a problem with
77 agricultural open space when and if no one wanted to farm it. During discussions with the applicant, the
78 administration tried to determine what would happen if the open space wasn't taken care of. The
79 development agreement needed to outline the enforcement process – notification and a property lien if
80 Willard had to take care of the problem. The development agreement said that if a buyer could not be found
81 to farm the property, it would be dedicated to Willard so the open space would not be lost.

82
83 Ms. Hugie said a second issue was density and whether the proposed density was consistent with the
84 policies of the General Plan. She did not feel the applicant had clearly delineated how the density complied
85 with the General Plan other than stating that the density was close to the densities of The Orchards and
86 Deer Run. Deer Run was approved under the PUD Ordinance, which had since been repealed and which
87 was very different from the MPC Ordinance. The Orchards Subdivision was approved under the old MPC
88 Ordinance. Another key issue was frontage. A majority of the proposed lots were less than 100 feet wide.

89
90 Ms. Hugie stated that the development agreement was long. Most of it dealt with technical issues, such as
91 what would happen if the developer defaulted. However, she tried to make sure that the descriptions in the
92 development agreement matched the attached master plan so that plats submitted in the future matched
93 what was in the agreement.

94
95 Kyle White, Western Land Development, Salt Lake City, asked the Planning Commission to listen to
96 comments from one of the property owners.
97



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Wayne Harding, 145 South 200 East, stated that part of the 24.83 acres was owned by his family. The land had been in the Harding family for 150 to 175 years. His ancestors came to Willard in 1852. He and his siblings felt the current proposal from Western Land Development was reasonable. In some of the earlier proposals, it felt like there were too many lots. The current proposal had a good mix of small and large lots considering what was to the south and north. The Harding family supported the current proposal and open space and would like to see it come to fruition.

Kyle White stated that based on feedback they received from the public and Planning Commission on November 6, 2025, regarding walking trails in backyards and the number of lots fronting 600 South, the proposed preliminary plan had been revised. The walking trails had been removed, which had increased lot sizes. The smallest lots adjacent to the Deer Run Subdivision used to be a quarter acre. Now the smallest lots were .30 acres, or 13,160 square feet. The size of the open space had been increased to 3.64 acres. Lots that were located on the north side of 600 South had been pivoted to front onto 200 West and 100 West. That allowed the open space to have frontage along 600 South making it a more integral part of the community. There had been extensive discussion about the number of building lots. They started with 84 lots; then dropped to 62. The current plan had 50 lots.

Mr. White felt there was considerable support in the General Plan for their proposal, which was evidenced by the recently approved Orchards Subdivision proposed by Heritage Homes. The General Plan said the Master Planned Zone allowed for development flexibility in exchange for beneficial amenities for the development itself, the neighborhood, and the city. The most impactful statement in the General Plan was that density should be determined in conjunction with the project, neighborhood, city, and benefits voluntarily being provided. The General Plan didn't specify a specific density. If a development proposed something different than what was allowed in the current ordinances, the General Plan asked what was in it for Willard?

Mr. White said this was the fifth time they had met with the Planning Commission, including work sessions. There had been a lot of discussion about what was in it for Willard. They felt the agricultural easement was the most obvious reason their proposal was in accordance with the General Plan. He felt the 3.64-acre peach orchard preserved rural character, particularly in this location, better than a lot of alternatives. In addition, infrastructure was being created around the project, including the completion of 200 West, and additional open space would be built in the southwest corner of the project. The project design provided a good opportunity to utilize the land in an efficient way. He felt they had worked with Ms. Hugie to incorporate the mechanics of the agricultural easement into the development agreement.

Mr. White believed leaving the management of the orchard in private hands was a win-win. One of the big challenges in preserving open space, which neighboring developments hadn't done thoroughly, was providing it in a way that didn't create an immediate and significant burden to the city. He felt the agricultural easement was a great way of providing a permanent open space that benefited the residents of the community and the city with maintenance the responsibility of a private owner. There might be the possibility a future owner would want to give the land to the city. He agreed there needed to be a backup plan in case that happened. However, the orchard was a well performing, well-producing, existing orchard. He didn't feel there was a lot of incentive for that to happen. He felt the development agreement provided solutions for that possibility, which gave the city control. The best-case scenario was Willard was getting 3.64 acres of open space managed by someone else for the benefit of everyone. The big question for the Planning Commission was whether the peach orchard was worth preserving.

Commissioner Dubovik didn't feel there was any question about whether preserving the peach orchard was worthwhile. Preserving the rural feel had been Willard's motto for quite a while, but the devil was in the



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147 details. Who would own the land? How would it be controlled? Mr. White had talked about the benefit to the
148 city. Was the benefit to the city the ability to walk and drive past the orchard to look at the trees? Was there
149 public access to the orchard? Would the ground be owned by a business that would use it for commercial
150 purposes? What were the details of the private ownership?

151
152 Amy Hugie said part of the problem was that Western Land had not provided a copy of the agricultural land
153 easement. The development agreement said the easement was supposed to be attached as an exhibit, but
154 Western Land had not submitted it. Western Land had not addressed redlines she sent on ??? (Amy what
155 date were these sent on?).
156

157 Kyle White said he had responded to Ms. Hugie. He had accepted all the changes. Ms. Hugie said his
158 response came in an email. The language of the development agreement itself had not been updated. Mr.
159 White disagreed. He felt the changes had been made and resubmitted.
160

161 Commissioner Ormond asked if Western Land had a buyer for the peach orchard. Kyle White said the
162 existing landowner wanted to retain ownership.
163

164 Chairman Bodily stated that at some point in time the ownership would change. How would that be handled?
165 Mr. White said a change in ownership would be handled through the agricultural easement. Willard would
166 hold the easement. Commissioner Bingham said whoever purchased the property could only use it for
167 agricultural purposes. Chairman Bodily said Willard could end up with the land if no one wanted it.
168

169 Commissioner Gilbert asked if the peach orchard came with water rights. Kyle White said it did. The
170 development agreement required the peach orchard to have water rights.
171

172 Commissioner Gilbert asked if the open space could be used for cattle if no one wanted the peach orchard.
173 Amy Hugie said that in theory it could, but she hadn't seen the actual agricultural easement. Commissioner
174 Gilbert stated that the Planning Commission liked the idea of an agricultural easement, but it needed to see
175 the actual document so it could be reviewed.
176

177 Kyle White said they had been working on this project for about a year and a half. The agricultural easement
178 document was a pretty extensive document, and it was specific. They would be happy to put it together,
179 but they only wanted to do so when Willard was able to approve the project. They hoped this meeting would
180 end with a recommendation for approval subject to conditions like an acceptable agricultural easement.
181 While they were still trying to finalize the general framework, it was hard to provide that level of detail. Mr.
182 White felt they had provided a pretty detailed framework in the development agreement. The development
183 agreement had big guardrails, but it did not answer very specific questions, such as whether the open space
184 could be used for cows. A traditional agricultural easement could be used for cattle. They were not
185 proposing that the open space had to remain a peach orchard.
186

187 Commissioner Dubovik asked if Western Land Development was asking the Planning Commission to
188 accept the layout and the location and size of the open space. Mr. White said it was. They needed to know
189 if the Planning Commission liked the concept. They didn't want to put together an agricultural easement
190 document if the Planning Commission didn't want the agricultural easement.
191

192 Commissioner Braegger asked what would happen if the current owner of the peach orchard didn't want to
193 run the orchard any longer. Mr. White said several fruit stands, including the one that was actively managing
194 the property, had offered to purchase the orchard.
195



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Commissioner Bingham felt the agricultural easement needed to outline what could happen in the future if a buyer could not be found. There needed to be a provision that the land would retain an agricultural use of some nature, or it would revert to the ownership of Willard City. The City would then have to figure out what to do with the land. As an agricultural easement, the land would not be worth what developable land was so he felt someone would be interested in it.

Commissioner Gilbert asked if the project was short of the required open space. Kyle White said the open space was just over 20%. Ms. Hugie said the development agreement said the project was short on open space and proposed a fee in lieu of. Mr. White said he had left the language of the development agreement vague so if there was an option for a fee in lieu of in case the Planning Commission made changes that dropped the open space less below 20%.

Commissioner Bingham liked the agricultural easement. However, his biggest concern was the narrow frontages of 70 feet. The Zoning Code required lots to have 100 feet of frontage. He wasn't as concerned about the lot sizes because of the proposed open space. He was concerned about the proposed frontages. Willard residents wanted half-acre lots so houses would not be so close together. If the frontages in Canyon Bay were wider, the lots would appear to be larger than they were. The density perception would change.

Chairman Bodily felt the lots in Deer Run were 70 feet wide. He felt 70 feet was too narrow. Kyle White said the patio homes in Deer Run were only about 55 feet wide.

Kyle White showed the Planning Commission several home designs that would fit on a 70-foot lot with the same setbacks as the R 1/2 Zone – 10 and 15 feet. On the smallest lots in Canyon Bay, homes would still have a three-car garage.

Commissioner Bingham stated that most homes in the R 1/2 Zone had setbacks that were larger than 10 feet. He felt trying to get a vehicle into a backyard would be difficult with only 10 feet. He felt larger frontages would be a benefit or an amenity to Willard City.

Kyle White said the current design created a lot of open space, which had shrunk the available space for lots. He felt the smaller frontages and deeper lots were an efficient use of the land. The Orchards Subdivision to the north, which was recently approved, had 22 lots below a quarter-acre. Canyon Bay had none. Forty-four percent (44%) of the lots in Canyon Bay were greater than .40 acres. The Orchards only had 33%. Canyon Bay's average lot size was bigger than The Orchards, and The Orchards had zero open space, except for their detention. The Orchards did not have 100-foot frontages, nor did they have any frontage requirements in their plan. The frontages in The Orchards were larger than Canyon Bay's. However, Canyon Bay had been able to achieve their lot sizes while still providing Willard with 3.64 acres of open space to preserve rural character, which was the exact spirit of the General Plan. The reason they could do that was smaller frontages. He felt they had struck a balance.

Commissioner Bingham liked the proposed concept. However, Willard residents were very adamant about lot sizes. They just didn't want one house on top of another.

Commissioner Dubovik was very happy Western Land wasn't proposing a 500-unit apartment building. He was happy the lots were larger than those in Deer Run and The Orchards. It wasn't what Willard would generally like, but he felt it was striking a balance. It did lend to a variety of lot sizes, and there were 3.64 acres of a beautiful orchard left. Western Land had approached Willard City in good faith and had made a lot of changes. A 100-foot frontage was great; 80 feet was not as great but was still acceptable. He felt a discussion was needed regarding the frontages.



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Commissioner Braegger asked if there could be a compromise. It would be nice to have some of the lots wide enough for an RV pad.

Kyle White felt a 100-foot frontage was an arbitrary line in the sand.

Commissioner Bingham said Willard had allowed lots with less than 100 feet of frontage in the Old Town Willard Zone. However, 70 feet was a long way from 100 feet. Eighty feet was preferable to 70 feet. He didn't necessarily want Western Land to lose any lots but asked if there was a different configuration that would allow wider lots.

Kyle White said Western Land knew frontages would be a topic of conversation. They had looked at 85-foot frontages, but they only ended up with 43 lots. If they zoned the property R ½, they could get 41 lots without any open space. He understood that the Planning Commission would like wider lots. Unfortunately, if they increased the lot widths to even 78 feet, it was more advantageous to do an R ½ Zone. If the Planning Commission didn't want the 3.64 acres of open space, Western Land could do an R ½ Zone. An R ½ subdivision would have less infrastructure for them to build and no open space to manage. Was the MPC Zone and the proposed open space with an agricultural easement valuable?

Commissioner Dubovik stated that if one lot was removed, all the other lots would become 77 feet wide. Mr. White said an MPC Zone with a 77-foot frontage was their max.

Commissioner Gilbert didn't want to lose the agricultural easement; neither did Commissioner Bingham.

Commissioner Gilbert asked if the open space in the southwest corner could be shrunk down to get more frontage. Kyle White said the size of the detention area on the southwest corner was based on the stormwater calculations.

Commissioner Gilbert asked if the detention area would have grass and amenities. Mr. White said it would have sod, a playground, and a gazebo. Commissioner Gilbert asked who would own the detention area. Mr. White said that was up to the city. The detention basin could be dedicated to the city, or it could be owned and managed by a homeowners' association (HOA). They were comfortable with either option.

Commissioner Bingham asked what Willard would prefer. Jeremy Kimpton, City Manager, said there were pros and cons to both. Dedicated land meant additional expense and liability for Willard, but HOA's had not always been successful. Amy Hugie said HOA's were a lot more regulated. Mr. White said that in this case, the HOA would have a very limited scope. Ms. Hugie said ownership of the detention basin was a policy decision.

Commissioner Bingham asked if the Planning Commission had discussed all the issues in Ms. Hugie's staff report.

Amy Hugie said 24.24.140 of the Zoning Code required the city to make very specific findings before the MPC Zone could be approved. The Planning Commission needed to decide if the language provided in the development agreement met those requirements. Her redlines said the development agreement needed to outline specific findings.

Kyle White said he had addressed Ms. Hugie's comments in the latest version he sent. Ms. Hugie said he put his comments in a note but not the document itself. The findings needed to be outlined in Section 2.2



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of the development agreement so there was a record of why Western Land believed they complied with 24.24.140.

Kyle White read what he sent to Ms. Hugie, *"The City Council specifically makes these findings as required in 24.24.140 of the MPC Ordinance that: A. 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 the surrounding land uses. The City Council makes these findings 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.'"* The agreement went on to say, *"Canyon Bay has lower proposed density and larger average lot sizes than the two large previously approved projects to the north and south, Deer Run (3.3 units per acre) and Orchards at Willard (2.1 units per acre)."* He argued that Canyon Bay preserved rural character by creating open space better than the recently approved project to the north that didn't provide any open space. Mr. White felt he had made a case about why they complied with the requirements for an MPC Zone. If a member of the Planning Commission disagreed, he was open to why.

Amy Hugie did not feel there were enough details. Mr. White had restated what was in the code but did not state how their proposal met the code's requirements.

Kyle White proposed that the Planning Commission make a motion to recommend approval of the rezone subject to language in the development agreement being revised regarding burden of proof to the satisfaction of the city attorney.

Commissioner Braegger asked when the public hearing regarding the rezone was held. Michelle Drago, Deputy Recorder, said it was held on November 6, 2025. Commissioner Braegger really wanted to know how the public felt about giving up the open space in exchange for lots with larger frontages. He agreed with Commissioner Bingham. It was difficult to get a large piece of equipment into a backyard via a 10-foot side yard. An additional seven feet would make it easier to get into a backyard and would also allow for an RV pad.

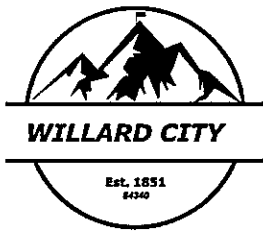
Kyle White agreed to lots with 77 feet of frontage as long as that was the last sticking point and he left with a recommendation.

Commissioner Braegger stated that Western Land had addressed the Commission's concerns. He appreciated that they had moved houses from 600 South to 100 West and 200 West. He felt 600 South would become a main thoroughfare, and he was concerned about cars backing onto it. The only thing he was concerned about was making the lots a little wider.

Commissioner Ormond said the side yard setbacks were more than just 10 feet. It was a total of 25 feet between the two side yards and 25 feet between houses.

The Planning Commission discussed lots with a minimum frontage of 77 feet and side yard setbacks of 10 and 15 feet. Kyle White said they could agree to that.

Commissioner Dubovik was procedurally uncomfortable when there was a difference of opinion between the developer and the staff. He felt two needed to work it out and be able to tell the Planning Commission that the application, development agreement, and the plan were ready for approval.



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Commissioner Braegger agreed. If the staff wasn't comfortable with language in the development agreement, that needed to be resolved before the Planning Commission took any action. He felt taking the time to work things out would give Western Land time to revise the preliminary plat.

Kyle White stated that he was hearing that the Planning Commission was willing to make a positive recommendation to the City Council subject to the lots not being narrower than 77 feet, side yard setbacks of 10 feet and 15 feet, and submission of an agricultural easement document.

Commissioner Ormond felt there needed to be a resolution regarding ownership of the stormwater detention basin. Kyle White said that was up to the Planning Commission and City Council.

Commissioner Gilbert preferred that the detention basin be owned by Willard City. He was concerned about an HOA. Commissioner Braegger agreed. He didn't feel maintenance of the detention pond would be too much for the City to handle.

Commissioner Gilbert stated if the city was going to own the detention pond, he would like to see what Western Land proposed to do with landscaping and submittals for the gazebo and playground equipment.

Commissioner Bingham asked about the height of the proposed building on the agricultural easement. Kyle White said they had proposed a 28 foot by 15 foot building with a height no greater than 10 feet, but the language in the development agreement was more generic. The development agreement said a structure of 350 square feet, but he could agree to 300. There was an issue with the roof height. It was hard to do a pitched roof under 10 feet. So, they were asking for a maximum height of 11 feet.

The Planning Commission agreed with a building height of 11 feet.

Commissioner Ormond asked where the structure would be located. Mr. White said there wasn't a specific location. Commissioner Braegger felt the Planning Commission would like to know where the structure would be located.

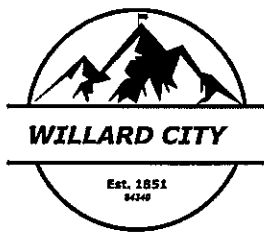
Commissioner Dubovik felt that if this item was tabled, a lot of the issues could be resolved. If they could be resolved, he felt the next meeting would be much shorter.

Kyle White stated that they had been waiting to get to this point. Did the Planning Commission have any other big concerns?

Commissioner Ormond stated that the Planning Commission had talked to Heritage Homes about working with Western Land regarding the stormwater detention. Mr. White said he would reach out to them again. It made sense for Heritage Homes to have Western Land's small piece next to their detention area, and there was a small triangle of land that made more sense for Western Land to have. He would continue to collaborate with Heritage Homes. It benefited everyone, but he didn't want it to hold up his approval.

Commissioner Braegger said the Planning Commission had not allowed all the phases of The Orchards to move forward due to concerns about the two projects aligning. Kyle White said the roads did align. Jeremy Kimpton said the City Engineer felt the roads lined up. They just felt those two little pieces could be better utilized.

Amy Hugie clarified what the Planning Commission was looking for in the development agreement. She understood there would be a minimum frontage of 77 feet; side yard setbacks of 10 feet and 15 feet;



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agricultural conservation easement language; the height of the building on the agricultural easement would be 11 feet and 300 feet in size; identification of the structure's location on the agricultural easement; submittals for the gazebo and playground; and more clarifying language regarding how their proposal complied with the General Plan.

The Planning Commission wanted the City Attorney to be satisfied.

Kyle White asked who had the burden of proof about what met the General Plan. Ms. Hugie said it was on Western Land. The development agreement was being created for the future when all the creators were not around. Someone could pick up the agreement and understand why the development was approved and how it met the General Plan at the time.

Time Stamp: 0:00 Part 2 – 02-05-2026

Commissioner Bingham moved to table consideration and recommendation of a rezone petition from Western Land Development, a development agreement, and a preliminary plan subject to modification of the development agreement to the City Attorney's satisfaction. Commissioner Gilbert seconded the motion.

5B. DISCUSSION REGARDING A PROPOSAL TO AMEND 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 REGARDING GUARANTEES FOR SUBDIVISION IMPROVEMENTS, FACILITIES, AND AMENTITIES

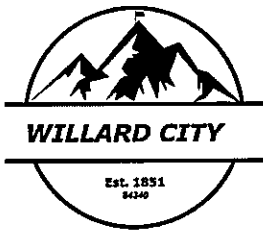
Time Stamp: 0:33 Part 2-- 02/05/2026

Amy Hugie stated that the administration wanted to make sure it was as easy as possible for Willard to be able to enforce guarantees for subdivision improvements. It was very difficult for cities to call a bond. The administration was asking that the Planning Commission recommend that sections of the Willard City Zoning Code be amended to remove a bond as a guarantee option. Developers would then have the options of an escrow or letter of credit. Ms. Hugie said bonding would be removed from Section 24.80.150, Section 24.080.050(D)(5), Section 24.24.190, Section 24.84.090, and Section 24.72.070(C). Language had been added to 24.80.150 to stipulate that the improvement guarantee would be in a subdivision improvement guarantee form provided by the city and met the terms required by the City Manager. Ms. Hugie said clarifying language was also needed in the section regulating excavation permits. It would be brought back to the Planning Commission later. The administration could bring a copy of the improvement guarantee form for the Planning Commission to review. The City Engineer was reviewing it as well.

The Planning Commission members felt the proposed amendment made sense. They asked that a copy of the proposed subdivision improvement guarantee agreement be included in the next packet.

Commissioner Braegger stated that on larger projects, most cities required an improvement guarantee that included a contingency amount. At the conclusion of the project the contingency funds were released. He felt that process worked well.

Commissioner Bingham moved to set a public hearing on February 19, 2026, at 6:30 p.m. to receive public comments regarding a proposal to amend 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



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regarding guarantees for subdivision improvements, facilities, and amenities. Commissioner Dubovik seconded the motion. All voted “aye.” The motion passed unanimously.

5C. 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)

Time Stamp: 7:09 Part 2– 02/05/2026

Amy Hugie stated that for several months the Planning Commission had been talking about methods to defer improvements for minor subdivisions. Based on the Planning Commission’s last discussion in December, it seemed easier to amend the Design and Construction Standards found in Section 24.80.130 of the Willard City Zoning Code. She had prepared a proposed amendment adding Subsection R to allow deferments of design and construction standards. Subsection R included a list of all circumstances that would have to be present to allow deferment. Ms. Hugie reviewed the list with the Planning Commission found in Subsection R.2. The administration suggested that if those conditions were present, only installation for curb, gutter, and sidewalk could be deferred. The process for deferment included a restriction on the final subdivision plat that would be applicable to every lot in the proposed subdivision. The restriction would outline what improvements were being deferred, that they would be installed in accordance with the Willard Public Works Standards, and that each lot owner would be financially responsible for installation of the deferred improvements whenever the City deemed it necessary. At that time, Willard City would bill each lot owner. If the bill was not paid, the City would place a lien on the property.

Commissioner Dubovik asked how lot owners would be notified about the restriction. Ms. Hugie said the restriction would be disclosed when property was sold. It would be a restriction on the deed.

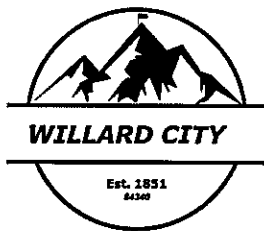
Ms. Hugie asked for the Planning Commission’s input regarding the proposed amendment. The Planning Commission felt the proposed amendment was what it had asked for.

Commissioner Dubovik asked if the proposed amendment satisfied the citizens’ request and protected the City. Ms. Hugie felt that the proposed amendment did protect the city. Including a restriction on the subdivision plat would provide notice to property owners about required improvements that had been deferred.

There was a discussion with Alternate Commissioner Diana Baker about infrastructure requirements. Commissioner Baker felt the goal post kept getting moved. She didn’t feel Willard was a farming community any longer. It was a subdivision community. What was the point of living in the country with a rural setting if everyone’s backyard had a vinyl fence?

The Planning Commission felt the proposed amendment addressed their concerns.

Commissioner Dubovik moved to set a public hearing on February 19, 2026, at 6:30 p.m. to receive public comments regarding a proposal to amend 24.80.130 of the Willard City Zoning Code. Commissioner Bingham seconded the motion. All voted “aye.” The motion passed unanimously.



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- 484 5D. REVIEW OF A CONDITIONAL USE PERMIT FOR A GRAVEL PIT ISSUED TO DARRELL
485 NIELSON ON APRIL 11, 1989, ON PROPERTY LOCATED AT 500 EAST 625 SOUTH (PARCEL
486 NO. 02-049-0001 AND 02-053-0044)
487

488 Time Stamp: 18:05 Part 2 – 02/05/2026
489

490 Michelle Drago stated that the conditional use permit issued to Darrell Nielson for a gravel pit at 500 East
491 625 South was still active. The gravel pit was now operated by Staker Parson.
492

493 Chairman Bodily was not aware of any issues regarding the gravel pit.
494

495 Jeremy Kimpton suggested that the conditional use permit be updated to reflect the new ownership.
496

497 Chairman Bodily asked about the status of Terry Ross's business that was discussed at the last meeting.
498

499 Jeremy Kimpton said he had met with Terry Ross. Mr. Ross didn't want to invest a lot of money in a
500 permanent shop that would only be used for a few more years. He asked if he could get a license for a
501 mobile business. The staff had talked about it and felt a mobile barber shop would be similar to other mobile
502 businesses, such as food trucks. A note would be added to his business license.
503

504 Amy Hugie stated that Willard's home occupation ordinance needed to be updated to clarify acceptable
505 uses and to provide approval guidelines to help the staff.
506

- 507 5E. APPROVAL OF 2026 MEETING SCHEDULE
508

509 Michelle Drago stated that the Planning Commission had received a 2026 meeting schedule on November
510 6, 2025, but it had not approved the schedule.
511

512 **Commissioner Bingham moved to approve the 2026 meeting schedule subject to no meetings on**
513 **July 2 and December 17, 2026. Commissioner Braegger seconded the motion. All voted "aye." The**
514 **motion passed unanimously. (See attached copy).**
515

- 516 6. CONSIDERATION AND APPROVAL OF REGULAR PLANNING COMMISSION MINUTES FOR
517 JANUARY 15, 2026
518

519 **Commissioner Bingham moved to approve the regular minutes for January 15, 2026, as written.**
520 **Commissioner Ormond seconded the motion. All voted "aye." The motion passed unanimously.**
521

- 522 7. ITEMS FOR THE FEBRUARY 19, 2026, PLANNING COMMISSION AGENDA
523

524 Time Stamp: 26:20 Part 2– 02/05/2026
525

526 The Planning Commission discussed agenda items for the February 19, 2026, meeting – two public
527 hearings and a conditional use review. Mr. Kimpton did not feel Kyle White would be ready for the next
528 meeting. The Mountain Bay developers had not met the 14-day deadline either.
529
530
531
532



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8. COMMISSIONER/STAFF COMMENTS

Time Stamp: 28:44 Part 2 – 02/05/2026

Amy Hugie

Amy Hugie stated that the Subdivision Ordinance did not define what an acre was. There was a definition in the Master Planned Community Ordinance, which was a true acre of 43,560 square feet. The code needed to be amended to include a definition. Did the Planning Commission want to define an acre as a *builder's acre*, or 40,000 square feet, or did it want a true acre? A builder's acre would make it easier to calculate frontages and setbacks.

The Planning Commission wanted an acre defined as a true acre or 43,560 square feet. Ms. Hugie said she would draft an amendment.

Commissioner Ormond felt the code also needed to define a developable acre. He had not been able to find a definition in the MPC Ordinance. Mayor Mote and Amy Hugie thought there was definition of a developable acre in the MPC code. Commissioner Bingham said a developable acre was defined in the old PUD Ordinance but wasn't sure if it was carried forward into the MPC Ordinance.

Mayor Mote didn't feel there was a need to discuss developable acres in a regular subdivision.

Amy Hugie reviewed the density and open space provisions in the MPC Ordinance. Mayor Mote said the MPC Ordinance talked about what did not count and developable acres but did not tie them together. Commissioner Ormond felt tying them together would cover the issue.

Amy Hugie said she would add this to her running list of items that needed to be amended.

Jeremy Kimpton

Did not have any comments.

Mayor Mote

Did not have any comments.

Commissioner Bingham

Did not have any comments.

Commissioner Dubovik

Commissioner Dubovik asked how late a gravel pit could operate a rock crusher Mayor Mote said the gravel pit was in the County and would be governed by the County's ordinances.

Commissioner Gilbert

Did not have any comments.



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Commissioner Ormond

Commissioner Ormond asked if the administration had compiled a definition of Old Town Willard that included both sides of the roads. Ms. Hugie said it was on her list.

Commissioner Ormond asked if the northern boundary of Old Town Willard on the east side of Highway 89 was 100 North or 200 North. Jeremy Kimpton stated the Old Town Willard Zone stopped at 100 North on the zoning map. Commissioner Ormond wasn't sure that followed what was in the code.

Commissioner Braegger

Commissioner Braegger asked that garbage cans be placed on the 200 West walking trail so people could dispose of their animal waste.

Chairman Bodily

Chairman Bodily stated property located at the very southern tip of South Willard had a sign about coming storage. Would the site and development plans have to be submitted to Willard City? Mayor Mote felt they would if the property needed to be rezoned. He felt the property was already zoned commercial but might have problems getting water.

Michelle Drago

Michelle Drago stated that in November 2024, the Planning Commission approved a conditional use permit for Dan Gammon for a short-term rental at 537 West 200 North. Mr. Gammon had completed the required improvements, which had been verified by the Fire Chief. One of the required conditions was annual documentation from the state regarding his well water. Mr. Gammon was asking that the condition be removed because the state did not have annual testing requirements.

Amy Hugie felt the Planning Commission would have to formally remove the condition. Ms. Drago said she would add it to the next agenda. Jeremy Kimpton asked that Mr. Gammon provide documentation from the state.

10. **ADJOURN**

Commissioner Bingham moved to adjourn at 8:35 p.m. Commissioner Braegger seconded the motion. All voted in favor. The motion passed unanimously.

Minutes were read individually and approved on: _____

Planning Commission, Chairman
Sid Bodily

Planning Commission Secretary
Michelle Drago

dc:PC 02-05-2026