



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

---

**\*\*\*Amended Agenda\*\*\*\***

The Willard City Council of Willard City Corporation will hold a Council meeting on Thursday, March 12, 2026, at Willard City Offices, 80 West 50 South, which will begin promptly at **6:30 p.m.** The agenda will be as follows:

**1. Call to Order**

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

**2. Presentation of Citizenship Awards**

**3. Public Presentation:** Resident(s) attending this meeting will be allotted three (3) minutes to express concern or ask a question about any issue that IS NOT ON THE AGENDA. No action can or will be taken on any issue(s) presented during this meeting. If required, items may be referred to department heads for resolution. Items requiring action by the City Council will be placed on the agenda for a future meeting.

**4. Planning Commission Report**

**5. New Business**

- a. **Action Item:** Discussion/Consideration of a final plat for The Orchards Subdivision Phase 3 located at approximately 300 South 300 West
- b. **Action Item:** Presentation of audit for the FY 2024/2025 budget by Ulrich & Associates, PC
- c. **Action Item:** Discussion/Consideration of a dedicated park bench for and on behalf of Merlene Braegger Jones to be placed in the Willard Historic Cemetery
- d. **Action Item:** Consideration of Ordinance No. 2026-03 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 relating to guarantees for subdivision improvements

- e. **Action Item:** Consideration of Ordinance No. 2026-04 amending Section 24.80.130 of the Willard City Zoning Code to include additional language relating to deferments of design and construction standards
- f. **Action Item:** Discussion/Consideration of appointment of Craig M. Call with Anderson Call & Wilkinson, P.C. as land use hearing officer.

**6. Next Meeting Agenda –March 26, 2026**

**7. Upcoming events:**

**8. Minutes**

- a. Approval of February 26, 2026, minutes

**9. Staff Reports**

- a. Public Works
- b. Police Department
- c. Fire Department
- d. City Manager
- e. City Planner
- f. City Attorney
- g. City Interim Recorder

**10. Council Member Reports**

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

**11. Mayor's General Correspondence and Information**

**12. Consideration of Motion to Enter a Closed Session**

**13. Adjourn**

/s/ Diana Mund

Interim City Recorder



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### Mayor

Travis Mote

### City Council Members

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

11/17/2025

## Staff Report

### The Orchards Phase 3

Heritage Land Development LLC has submitted the Preliminary Plat for the newly rezoned MPC subdivision located at approximately 300 S 300 W in Willard.

#### Phase 3

- First of four phases
- 28 lots
- Construction of 270 W and 320 W streets
- 60' ROW

The development agreement describes the process as follows:

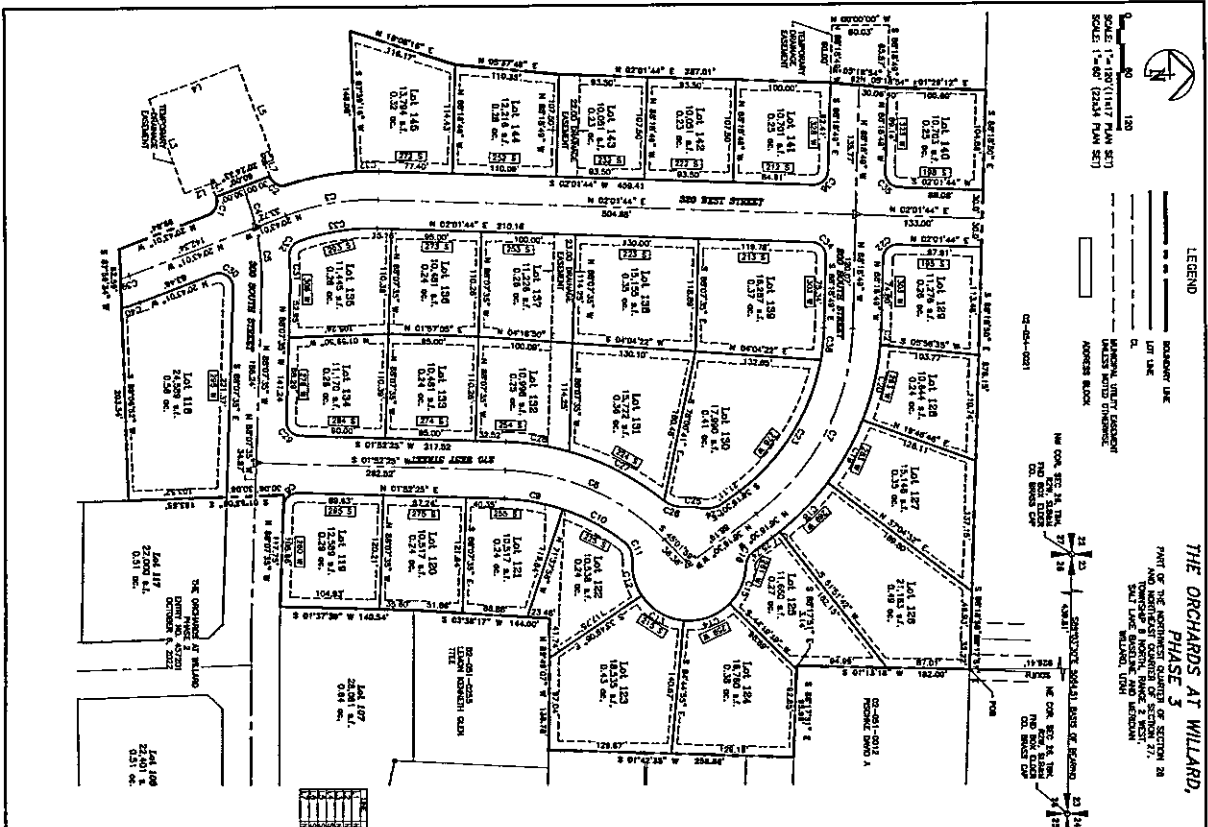
“The Developer shall submit for each phase of the development a preliminary subdivision application which includes an MPC site plan which shall be reviewed and considered for compliance with the Willard City Land Use and Zoning Ordinances by the Planning Commission. Upon approval of a preliminary subdivision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

Garth Day, on behalf of Heritage Land Development, has requested to submit the preliminary plat for Phases 3–6 and to obtain preliminary approval for all phases concurrently.

Final Approval will be given by the City Council on a per phase basis.

Pre-construction meetings will also be held with Willard City’s engineering staff before any work on infrastructure can begin.

Staff recommends that the Planning Commission forward a recommendation of approval for the complete preliminary plat (Phases 3–6) to the Willard City Council for final approval.



**LEGEND**

- BOUNDARY LINE
- LOT LINE
- PROPERTY WITH PROPOSED MASS WOOD TREES
- ADJACENT BLOCK

**THE ORCHARDS AT WILLARD, PHASE 3**

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MORGAN WILLARD, UTAH

**GENERAL NOTES**

1. THE PURPOSE OF THIS SURVEY IS TO CORRECT AN OLD SURVEY AND TO RECONSTRUCT THE BOUNDARIES OF THE SEVERAL LOTS TO BE SHOWN ON THIS PLAN.
2. THE PURPOSE OF THIS SURVEY IS TO CORRECT AN OLD SURVEY AND TO RECONSTRUCT THE BOUNDARIES OF THE SEVERAL LOTS TO BE SHOWN ON THIS PLAN.
3. THE PURPOSE OF THIS SURVEY IS TO CORRECT AN OLD SURVEY AND TO RECONSTRUCT THE BOUNDARIES OF THE SEVERAL LOTS TO BE SHOWN ON THIS PLAN.
4. THE PURPOSE OF THIS SURVEY IS TO CORRECT AN OLD SURVEY AND TO RECONSTRUCT THE BOUNDARIES OF THE SEVERAL LOTS TO BE SHOWN ON THIS PLAN.
5. THE PURPOSE OF THIS SURVEY IS TO CORRECT AN OLD SURVEY AND TO RECONSTRUCT THE BOUNDARIES OF THE SEVERAL LOTS TO BE SHOWN ON THIS PLAN.

**LEGAL DESCRIPTION**

Part of the Northwest Quarter of Section 28, Township 4 North, Range 2 West, Salt Lake Basin and Morgan Willard, Utah, containing 1.4283 ac, more or less, as shown on the attached plat, and as more fully described in the plat.

**ENGINEER'S CERTIFICATE**

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the attached plat, and that the same has been approved by me.

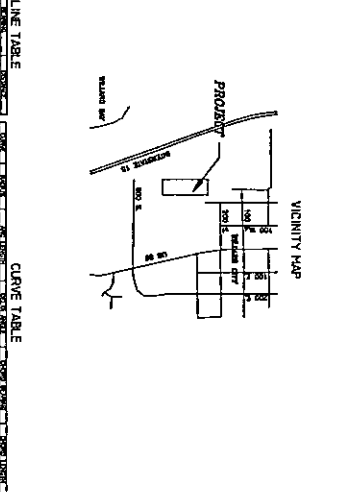
**CITY COUNCIL APPROVAL AND ACCEPTANCE**

Presented to the Mayor and City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Approved on the part of the Mayor and City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ENGINEER'S CERTIFICATE**

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the attached plat, and that the same has been approved by me.



**LINE TABLE**

LINE NO.	DESCRIPTION	BEARING	DISTANCE
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
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99	...	...	...
100	...	...	...

**CONVEYANCE**

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the attached plat, and that the same has been approved by me.

**THE ORCHARDS AT WILLARD, PHASE 3**

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MORGAN WILLARD, UTAH

**FINAL PLAT**

**ENGINEER'S CERTIFICATE**

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the attached plat, and that the same has been approved by me.

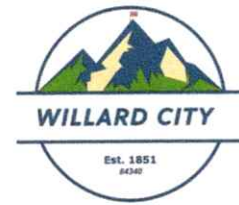
**ENGINEER'S CERTIFICATE**

I, the undersigned, being a duly licensed Professional Engineer in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the attached plat, and that the same has been approved by me.

**ALLIANCE CONSULTING ENGINEERS**

150 EAST 200 NORTH SUITE P  
LOGAN, UTAH 84321  
(435)755-9121

**City Council**  
**Staff Review Memo**  
**Orchards Phase 3 Final Approval**



March 10, 2026  
Madison Brown, Planner

**Staff Report Summary**

Heritage Homes requested preliminary approval from the Planning Commission for the remaining four phases (Phases 3–6) of The Orchards Subdivision, which are located in the MPC zone. The approval was discussed at the December 5, 2025, Planning Commission meeting, and Greg Day was in attendance.

The City Attorney explained that while the Planning Commission could recommend preliminary approval for multiple phases at once, the City Council must consider final plat approval one phase at a time.

Planning Commission members expressed concern about Phase 4 due to unresolved issues with stormwater detention design and coordination with the neighboring Canyon Bay and Harding properties. Several commissioners felt uncomfortable recommending approval for Phase 4 until drainage, sewer, and road alignment details between the developments were resolved.

Ultimately, the Planning Commission voted to recommend preliminary approval of Phase 3 only, while postponing consideration of the remaining phases.

The Orchards Development Agreement states that the preliminary approval will be granted by the Planning Commission and the final approval will be granted by the City Council.

A pre-construction meeting was held with Zac Burk, Garth Day, Maddie Brown, and representatives from Next Construction on February 19, 2026. Items discussed included the water rights transfer, paving work, and Geotech report requirements. The subdivision will not be recorded until the water rights are transferred and a Geotech report is submitted to the City Planner.

Water rights have been confirmed to be owned by Heritage Land Holdings. Declarations of Beneficial Use have been filed with the Division of Water Rights. Their next step is to file a change application to convert the water rights from irrigation to municipal use.

**Staff recommendation:** Final approval by the City Council is recommended by staff at this point. The subdivision mylar will not be signed and recorded until the final inspection has been completed by the Engineers and the Public Works Director, the improvement agreement is signed, and the improvement guarantee is deposited with the city.



October 7, 2024

Garth Day  
Via Email @ garthd@heritagedevelopment.land

Re: Willard Water Rights Owned by Heritage Development

Dear Mr. Day,

Heritage Land Holdings, LLC ("Heritage") currently owns all or portions of Water Rights 29-71, 29-202, 29-574, 29-575, 29-902, 29-1250 ("subject water rights"). These subject water rights are supplemental with each other, Willard Water Company (29-3195) and the USA Bureau of Reclamation (35-7397) for a total of 52.23 acres of irrigation.

**Supplemental Groups and Sole Supply**

Before delving deeper, it's crucial to grasp the concepts of supplemental groups and sole supply. Typically, individual water rights in Utah are allocated specific quantities for specific purposes. For example, an irrigator may have a right to divert 4 acre-feet from a stream to irrigate 1 acre of ground. However, there are instances where multiple water rights are pooled together to fulfill a single purpose. For instance, an irrigator may have a right to divert 4 acre-feet from a stream to irrigate the one acre of ground and a right to divert 4 acre-feet from a well (ground water) to be used on the same acre of ground. In this case, the stream diversion right and the ground water right are supplemental. Either one may be used to irrigate the 1 acre, but they cannot be used separately to irrigate 2 acres.

721 N Main Street / Suite 209 / Layton, UT 84041  
c: 801.698.9920 / c: 801.589.4766

By this same principle, three water rights may be jointly used to irrigate ten acres of land or ten water rights might collectively serve to provide water to 100 head of livestock. In such cases, the water rights are listed together on the Utah Division of Water Rights' database in a "supplemental group".

Typically, each individual water right within a supplemental group doesn't have its own distinct allocation limits. This isn't usually an issue if one person owns all the water rights in the group and continues to utilize them for the authorized uses. However, when some water rights within the group are sold to different individuals or if an owner wishes to file a change application for some of the supplemental water rights (which is what Heritage plans on doing), a determination must be made regarding how much of the total group allocation should be assigned to each individual water right. This is known as "sole supply."

For instance, if there are ten water rights in a supplemental group designated to provide water for 100 head of livestock, each of the ten water rights could be allocated a sole supply of 10 head of livestock. Alternatively, five of the water rights could be allocated 20 head of livestock each, while the remaining five could be allocated 0 livestock. The Division permits water right owners to allocate the sole supply in any manner they choose, as long as the sum of the allocations does not exceed the group total and remains consistent with the underlying water right documents.

To distribute and allocate the sole supply within a supplemental group, water right owners must collaboratively reach consensus on the sole supply allocation for each individual water right, followed by jointly submitting a Declaration of Beneficial Use Form ("DOBU") to the Division. However, if an agreement cannot be reached among all water right owners regarding the allocation, Utah Administrative Rule R655-16 allows for one or more owners to petition the Division to initiate an informal administrative proceeding for the allocation of the sole supply. This alternative process requires significantly more time and effort from all water right owners involved.

#### **Heritage Land Holdings LLC Supplemental Group**

Heritage has updated title to 98.3% of Water Rights 29-71, 29-202, 29-574, 29-575, 29-902 and 29-1250. The remaining 1.7% is split evenly and owned by the Sandra L Huthman Family Living Trust and the Bart and Jodi Wade Revocable Living Trust. There are two water use groups that need

DOBU's filed on them, and they are Water Use Group 29119 for 1.4 acres and Water Use Group 29120 for 50.83 acres. Both groups have Willard Water Company water and the Bureau of Reclamation water rights on them as supplemental.

The 52.23 acres of irrigation totals 208.92 acre-feet of water (the irrigation duty value in the Willard Area is 4 acre-feet/acre). It's assumed that all 52.23 acres comes from Water Rights 29-71, 29-202, 29-574, 29-575, 29-902 and 29-1250. With Heritage owning 98.3% of those water rights, they have the right to 205.37 acre-feet of water. Once the DOBU's have been filed and processed by the Division of Water Rights, a change application can be filed to convert the water rights from irrigation to municipal use from the Willard City wells. There should not be any big "haircut" or limitations to the water rights when converting them to municipal use.

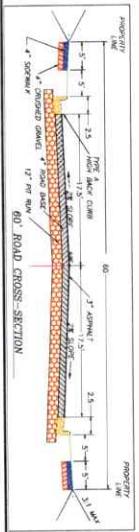
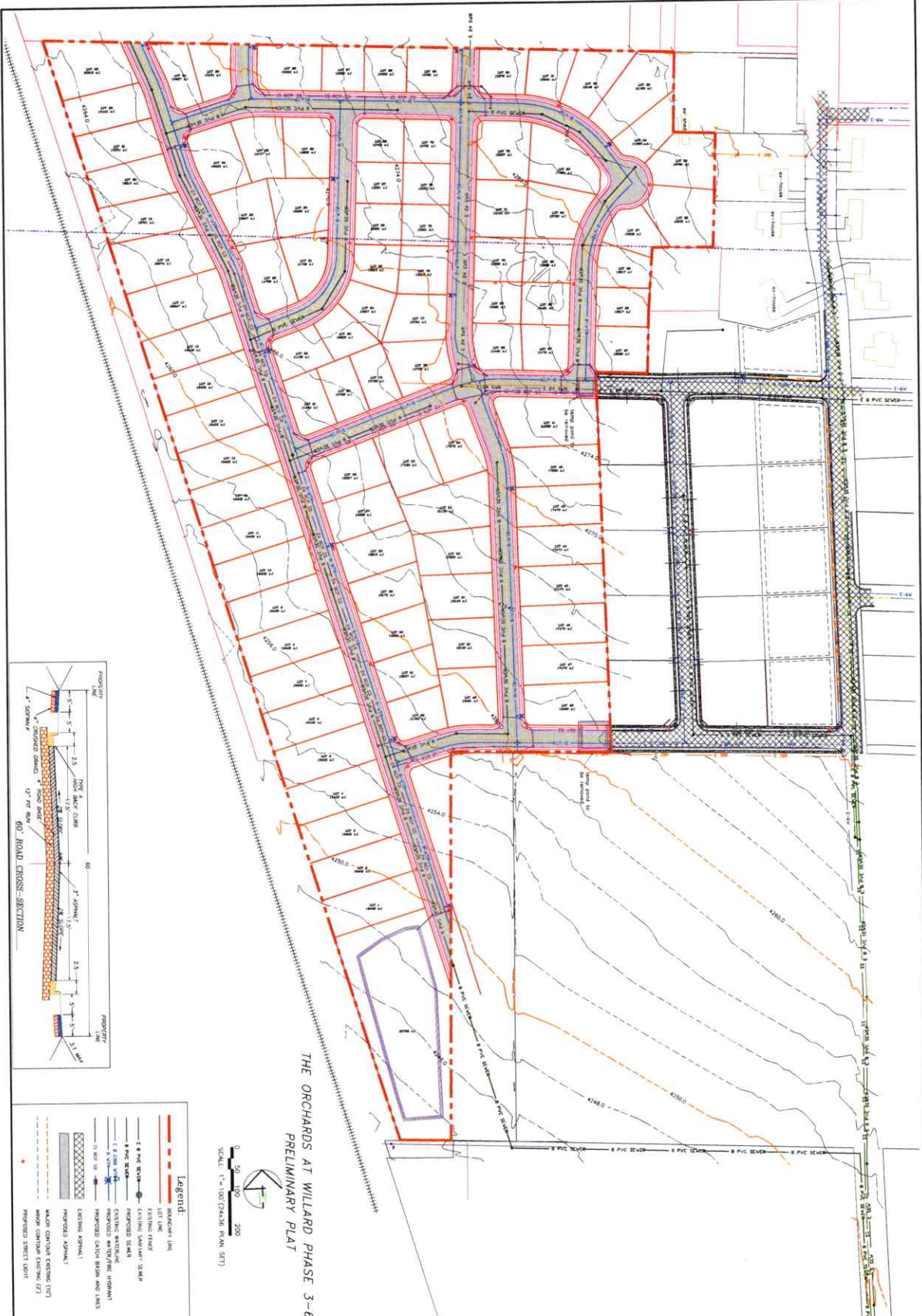
Please let me know if you have any questions

Sincerely,

Logan Riley







**Legend**

- BOUNDARY LINE
- LOT LINE
- EXISTING UTILITY
- PROPOSED UTILITY
- EXISTING WATERLINE
- PROPOSED WATERLINE
- EXISTING SANITARY
- PROPOSED SANITARY
- EXISTING SEWER
- PROPOSED SEWER
- EXISTING WATER/SEWER TREATMENT
- PROPOSED WATER/SEWER TREATMENT
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING DRIVEWAY
- PROPOSED DRIVEWAY
- EXISTING ASPHALT
- PROPOSED ASPHALT
- EXISTING CONCRETED SIDEWALK
- PROPOSED CONCRETED SIDEWALK
- EXISTING DRIVEWAY
- PROPOSED DRIVEWAY

0' 50' 100' 200'  
SCALE: 1"=100' (CHECK PLAN SET)

**THE ORCHARDS AT WILLARD PHASE 3-6  
PRELIMINARY PLAT**

PROJECT FILE	NO. REVISED SUBMISSIONS	DATE
THE ORCHARDS AT WILLARD PHASE 3-6 PART OF SECTION 26 & 27, TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN WILLARD, UTAH		
DRAWING FILE	REVISION	DATE
PRELIMINARY PLAT		

OWNER/DEVELOPER	HERITAGE LAND DEVELOPMENT LLC
ATTN:	GARTH DAY
ADDRESS	470 N 2450 W TREMONTON, UTAH 84337
PHONE	435-730-8208

**AE** A ENGINEERING CONSULTING ENGINEERS

175 EAST 225 NORTH - 10110  
LOGAN, UTAH 84301  
(435) 725-5122

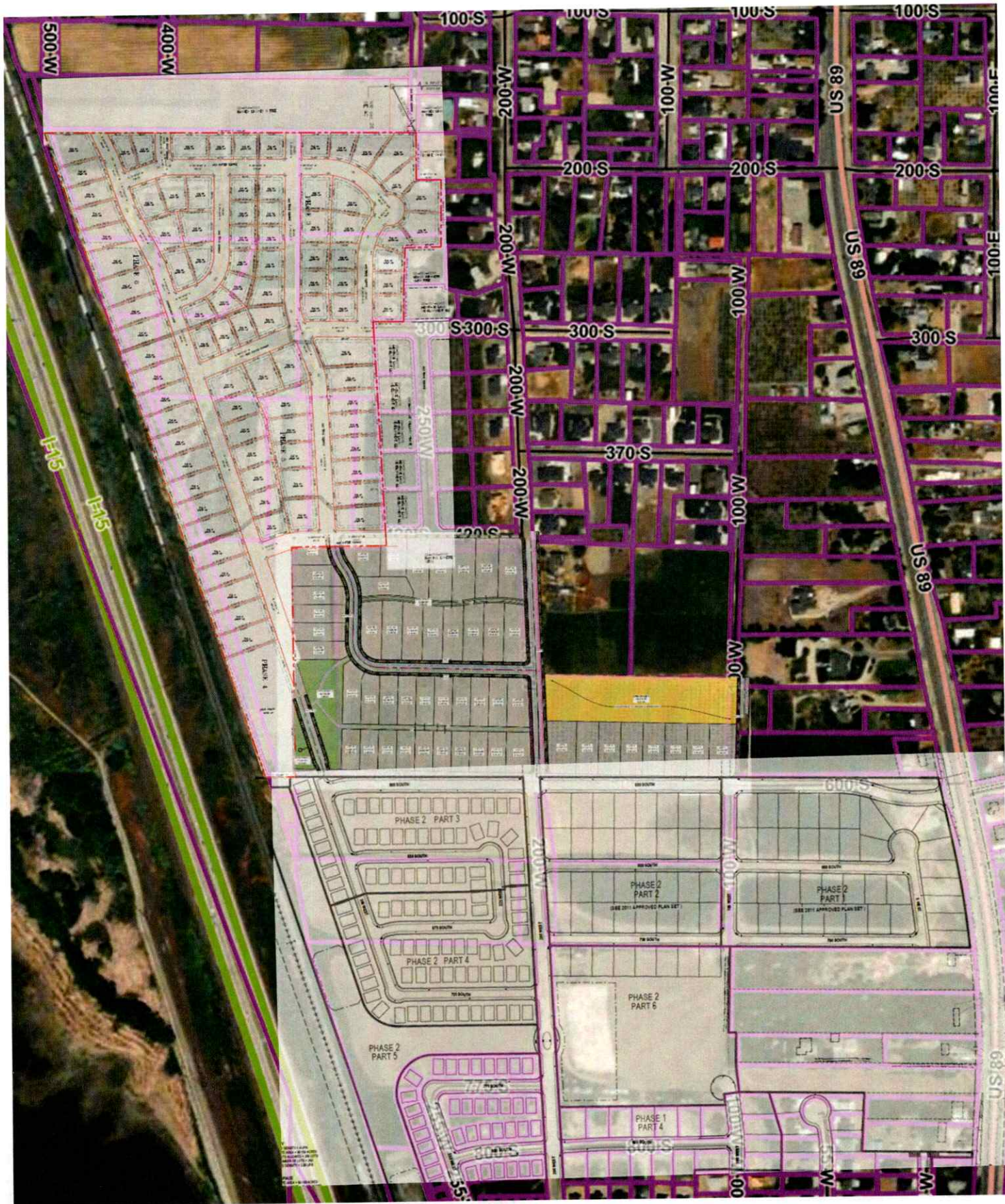
REGISTERED PROFESSIONAL ENGINEER

STATE OF UTAH

NO. 10000

DATE: 01/15/2025





Willard City Planning & Zoning  
The Orchards at Willard  
Phase 3  
10/31/2025 - 10/30/2026  
Preliminary Subdivision  
General

4819066

8ba7d1e0-b450-11f0-8992-a3471c228043

Active

Under Review

### Application Review Status

Pre-Review	Complete Application	10/28/2025
City Planner	Not Reviewed	
City Manager	Reviewing	
Fire Department	Not Reviewed	
Legal Department	Not Reviewed	
City Engineers	Not Reviewed	
Public Works	Not Reviewed	
Flood Control	Not Reviewed	
Final-Review	Not Reviewed	

### Fees

Subdivision Application Fee	\$1,000.00
Application Lot Fee	\$2,700.00
Retainer	\$3,000.00
<b>Subtotal</b>	<b>\$6,700.00</b>
<b>Amount Paid</b>	<b>\$6,700.00</b>
<b>Total Due</b>	<b>\$0.00</b>

### Payments

10/31/2025	Check #887715	\$6,700.00
<b>Total Paid</b>		<b>\$6,700.00</b>

### Application Form Data

(Empty fields are not included)

Applicant First Name  
Garth

Applicant Last Name

Day

Applicant Email

garthd@heritage.dev

Applicant Phone Number

(435) 730-8208

Applicant Address

9 West Forest St 208 208

City

Brigham City

State

UT

Zip Code

84302

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

Agent

Owner's Affidavit

 Owner Affidavit.pdf

Subdivision Name

The Orchards at Willard Phase 3

Project Street Address

approx 300 west 300 South

Parcel Number	Legal Description	Legal Description
02-051-0262	see attached	<input type="checkbox"/> OW Legal.pdf

Number of Proposed Lots

30

is this a Residential or Commercial development?

Residential

Owner First Name

Heritage Land

Owner Last Name

Jay Stocking

Email Address

garthd@heritage.dev

Phone Number  
(435) 730-8208

Mailing Address  
9 West Forest St 208 208

City  
Brigham City

State  
UT

Zip Code  
84302

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

Submittals showing preliminary compliance with all applicable provisions of the Willard Zoning Code and Public Works Standards, Preliminary Plat, Layout of lots including sizes and dimensions, Layout of proposed and adjacent roads, including a proposed street section(s), Preliminary storm water plan, Preliminary utility plan, Existing structures and natural features, Data indicating the number of lots/units, percentage of landscaping, density of units per acre, buildable area for each lot, Preliminary compliance with design standards as applicable

Will this development include two-family homes or townhomes?  
No

Will this development include any commercial or industrial development?  
No

Is this proposed development adjacent to Highway 89?  
No

Is the area to be developed greater than 10 acres?  
Yes

Preliminary Subdivision Plat Drawings

Orchard3-6Prelim (3).pdf

Please include any additional information - Click 'Add to List' after uploading each file

No Answer

OrchardPhase3Prelim11-2025.pdf

Due to legislative changes in the state of Utah, the cost for Willard City to process, review, and inspect developments has dramatically increased. Willard City will track all time and resources expended by the city

for processing, reviewing, and inspecting subdivision application. The related city expenditures will be billed to the applicant/developer.



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



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



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



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



The applicant also agrees to provide retainer in the amount of \$1,000 for 8 lots and fewer and \$3,000 for greater than 8 lots. The retainer will be used, as required, for the public noticing costs and professional review costs incurred by the city. Any amounts exceeding the retainer after the application has been approved are due before signatures and recording of documents. Any amounts not exceeding the retainer will promptly be returned to the applicant.



Engineer/Surveyor Name or Company

Alliance Engineering

Engineer/Surveyor Email

Allianceloganam@yahoo.com

Engineer/Surveyor Phone Number

4357555121

Do you have water for your current property?

Yes

Upload proof of water ownership

DOBU Form for Group 29121\_Willard.pdf

DOBU Form for Group 29119\_Willard.pdf

DOBU Form for Group 29120\_Willard.pdf

**Signature**

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

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

Garth Day - 10/28/2025 4:50 pm

**PROPERTY OWNER**

\* IMPORTANT - ALL property owners of record MUST sign this form – use additional forms as necessary

I, (we) JAY STOCKING, declare that I, (we) am (are) the owner(s)\* of the property identified in the attached application.

\*May be owner of record, contract owner, party to valid real estate purchase contract, party to valid earnest money agreement, option holder or have other legal control of property.

[Signature]  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

State of Utah  
County of Box Elder  
On 17 April, 2025, Jay Stocking personally appeared before me,

who is personally known to me  
\_\_\_\_ whose identity I proved on the basis of \_\_\_\_\_  
\_\_\_\_ whose identity I proved on the oath/affirmation of \_\_\_\_\_,  
a credible witness

the signer of the above document, and he/she acknowledged that he/she signed it.



[Signature]  
Notary Public

**PROPERTY OWNER PERMISSION**

\*IMPORTANT - ALL property owners of record MUST sign this form – use additional forms as necessary

I, (we) JAY STOCKING, the owner(s) of the property described in the attached application, give GARTH DAY permission to use the property listed in the attached application for the purpose named in the attached application.

[Signature]  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

State of Utah  
County of Box Elder  
On 17 April, 2025, Jay Stocking personally appeared before me,

who is personally known to me  
\_\_\_\_ whose identity I proved on the basis of \_\_\_\_\_  
\_\_\_\_ whose identity I proved on the oath/affirmation of \_\_\_\_\_,  
a credible witness

the signer of the above document, and he/she acknowledged that he/she signed it.



[Signature]  
Notary Public



# Willard City Planning & Zoning

Home / Transactions

## Transaction for The Orchards at Willard Phase 3

### Transaction Info

Date

Oct 31, 2025 11:41am

Order #

MCBW-92005621-BEA2

Method

CHECK

Check #

887715

Status

✓ SUCCESS

Total Charge

\$6,700.00

Subtotal

\$6,700.00

Receipt #

2000003998

### Fees

Code	Name	Amount	
211	Subdivision Application Fee	\$1,000.00	<input type="checkbox"/>
211	Application Lot Fee	\$2,700.00	<input type="checkbox"/>
211	Retainer	\$3,000.00	<input type="checkbox"/>

Total: \$6,700.00 / \$6,700.00

You can temporarily edit these items during the transition to tracked transaction items. This feature will be removed after June 1, 2022.

**+ Add Item**

**Permit/License Details:**

Name:

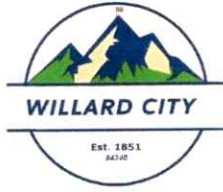
**The Orchards at Willard Phase 3**

Permit Type

**Preliminary Subdivision**

Permit Term Starting

**Oct 31, 2025**



Willard City Corporation

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

**Mayor**

Travis Mote

**City Council Members**

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

February 23, 2026

Ulrich & Associates, PC

4991 S. Harrison Blvd.

Ogden, UT 84403

This representation letter is provided in connection with your audit(s) of the financial statements of Willard City, which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of February 23, 2026, the following representations made to you during your audit.

**Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated September 11, 2025, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.

- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with U.S. GAAP.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements or in the schedule of findings and questioned costs.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

#### **Information Provided**

- 11) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements and the schedule of expenditures of federal awards.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the City and involves—
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.

- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the names of the City's related parties and all the related party relationships and transactions, including any side agreements.

### **Government-specific**

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
- 21) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 22) The City has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 23) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 24) We have appropriately identified, recorded, and disclosed all leases in accordance with [GASBS No. 87](#) .
- 25) We have appropriately disclosed or recognized conduit debt obligations and/or certain arrangements associated with conduit debt obligations in accordance with [GASBS No. 91](#) .
- 26) We have appropriately identified, recorded, and disclosed subscription-based information technology arrangements in accordance with [GASBS No. 96](#) .
- 27) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 28) We have appropriately measured, recorded, and disclosed compensated absences and other salary-related payments in accordance with [GASBS No. 101](#) .
- 29) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 30) As part of your audit, you assisted with preparation of the financial statements and disclosures and schedule of expenditures of federal awards. We acknowledge our responsibility as it relates to those non-audit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill,

knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures and schedule of expenditures of federal awards.

- 31) The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 32) The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 33) The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations. Including Public Infrastructure Districts.
- 34) The financial statements include all fiduciary activities required by [GASBS No. 84](#) , as amended.
- 35) The financial statements properly classify all funds and activities in accordance with [GASBS No. 34](#) , as amended.
- 36) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 37) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (non-spendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 38) Investments, derivative instrument transactions, and land and other real estate held by endowments are properly valued.
- 39) Provisions for uncollectible receivables have been properly identified and recorded.
- 40) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 41) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 42) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 43) Deposits and investment securities and derivative instrument transactions are properly classified as to risk and are properly disclosed.
- 44) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.
- 45) We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 46) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.

47) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

48) With respect to the supplementary information:

- a) We acknowledge our responsibility for presenting the supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
- b) If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

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

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

# Ulrich & Associates, PC

Certified Public Accountants

February 23, 2025

To Management and the  
Council Members of Willard City  
80 West 50 South  
Willard, Utah 84340

We have appreciated the opportunity of auditing the financial statements of Willard City for the year ended June 30, 2025. We express a special thanks to the staff for their assistance. In connection with our audit, we noted items we believe can assist management in continuing to improve the overall operational efficiency and financial reporting accuracy of the City.

## Internal Controls

*Payroll* - As part of our testing, we select a sample of transactions to review current controls in place. One area that we review is payroll processing. During our review we found that the employee files did not contain official documentation on current or prior payrates. We recommend that the City establish policies and procedures to document approved payrates and any increases going forward. *Management response:* We have implemented the above policy starting in January 2026. We will review current employee files and update for approved payrates.

*Payroll* – Another element of control over payroll transactions is a review after the payroll is calculated. Staff indicated that payroll summaries are provided to the City Manager, but there is no formal policy requiring management to approve the final results and maintain documentation of the approval. We recommend that the City implement procedures that document the approval of every payroll processed through City Manager signature.

*Disbursements* – We randomly selected 40 accounts payable transactions to trace through the system and verify controls currently in place. We found that invoices and approvals appear appropriate. Further we found that account coding appeared consistent with the type of expenditure. We did find instances where the check stub number for the transaction did not match the check that cleared the bank. We recommend that the City put processes in place to ensure that the transactions are documented and consistent throughout the transaction process.

*Credit Cards* – We randomly selected one month of credit card transactions to review as part of our testing. Provided: the monthly statement, an approved summary of transactions with account coding, and the check stub for payment. The staff was unable to locate any supporting receipts for the charges for this time period. We recommend that the City implement policies to require receipts for each transaction as well as the City purpose for each card holder. If the documentation is not provided, policy should clearly state the alternate process to justify why the receipt was not kept. The City should further consider pulling the card from any employee that does not follow the established policy.

Members of Utah Association of CPAs | American Institute of CPAs

Michael E. Ulrich, CPA  
Heather Christopherson, CPA  
Ryan C. Ulrich, JD, L. Ryan Allred, CPA

4991 South Harrison | Ogden, Utah 84403  
Tel] 801.627.2100 | Fax] 801.475.6548  
website] [www.ulrichcpa.com](http://www.ulrichcpa.com)

This report is intended solely for the information and use of the board, management, and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

If you have any additional questions regarding any of these matters, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather C.", with a long horizontal flourish extending to the right.

Heather Christopherson, CPA

Ulrich & Associates, PC

**draft**

Client: Willard City  
 Engagement: 2025 - Willard City  
 Period Ending: 6/30/2025  
 Trial Balance: N0002 - GASB Fund Trial Balance  
 Workpaper: N0003 - Journal Entries Report - City  
 Fund Level: All  
 Index: All

Account	Description	W/P Ref	Debit	Credit
<b>Adjusting Journal Entries</b>				
<b>Adjusting Journal Entries JE # 1</b>				
To correct restricted fund balances				
51-29800	Beginning of Year		29,140.00	
52-28800	Restricted Sinking Fund		11,000.00	
52-29800	Beginning of Year		17,904.00	
51-28400	Reserve for Impact fees			29,140.00
52-28800	Restricted Emergency Account			17,904.00
52-29800	Beginning of Year			11,000.00
<b>Total</b>			<b>58,044.00</b>	<b>58,044.00</b>
<b>Adjusting Journal Entries JE # 2</b>				
To update fund balance reserves per impact fee schedule				
51-29800	Beginning of Year		42,062.00	
52-29800	Beginning of Year		24,505.00	
51-28400	Reserve for Impact fees			42,062.00
52-28400	Restricted Impact Fee Reserve			24,505.00
<b>Total</b>			<b>66,567.00</b>	<b>66,567.00</b>
<b>Total Adjusting Journal Entries</b>			<b>124,611.00</b>	<b>124,611.00</b>
<b>Total All Journal Entries</b>			<b>124,611.00</b>	<b>124,611.00</b>

**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.



## 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 City Engineer and made available for the full protection of the health, welfare, and safety of all residents of the subdivision, and the City.

~~2.~~ C. Inspection of Subdivision Improvements. The City or its agents shall inspect, or cause to be inspected, all required subdivision improvements in the course of construction, installation, or repair. The City may require the applicant or their 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. §~~10-20-10110-9A-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.



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:**

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

Said Escrow Agent hereby covenants and agrees that it will not release said funds to any person, firm, or corporation (other than as is hereinafter provided), 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: \_\_\_\_\_

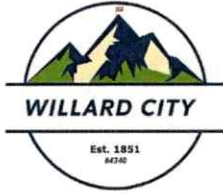
Residing at: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

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



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](http://www.willardcity.com); and sent to the Box Elder News Journal this 6th day of February, 2026.

/s/Michelle Drago  
Deputy City Recorder



WILLARD CITY

**Planning Commission Meeting** – Regular Meeting

Thursday, February 19, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

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

The following members were in attendance:

Chandler Bingham, Chairman  
Sid Bodily  
Alex Dubovik  
Brian Gilbert  
Ken Ormond

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

Excused: Chad Braegger and Diana Baker.

Others in attendance were Mayor Travis Mote; Ruth Ormond; Doug Younger, Stephanie Dickson; and Jen Thorsted.

Chairman Bingham called the meeting to order at 6:31 p.m.

1. PRAYER: Sid Bodily
2. PLEDGE OF ALLEGIANCE: Brian Gilbert
3. GENERAL PUBLIC COMMENTS

No public comments were made.

4. CITY COUNCIL REPORT

Time Stamp: 02:28 – 02/19/2026

Mayor Mote reported that during the February 12th meeting, the City Council approved an ordinance clarifying the City's garbage service; held a public hearing regarding amendments to the powers of the City Manager found in the Municipal Code; approved an ordinance amending the Zoning Code regarding setback and height regulations as recommended by the Planning Commission, except for the limitation on the height of an accessory building; reviewed and approved bids for Willard irrigation water; passed a resolution supporting and endorsing Willard's use of the Box Elder County Dispatch Center; and discussed and approved a new Planning Commission Chair.

- 5A. 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

Time Stamp 07:19 – 02/19/2026

Chairman Bingham read the Willard City Planning Commission's Rules of Order statement.



WILLARD CITY  
**Planning Commission Meeting** – Regular Meeting  
Thursday, February 19, 2026 – 6:30 p.m.  
Willard City Hall – 80 West 50 South  
Willard, Utah 84340

**Commissioner Dubovik moved to open the public hearing at 6:38 p.m. Commissioner Gilbert seconded the motion. All voted “aye.” The motion passed unanimously.**

Amy Hugie, City Attorney, stated that the administration was proposing to amend several sections of the Zoning Code to remove the option of a bond for an improvement guarantee for subdivision improvements. Willard would still accept a letter of credit or an escrow from a financial institution. The Planning Commission also provided a copy of a standard subdivision improvement agreement.

Chairman Bingham asked if there were any public comments. No public comments were made.

Commissioner Gilbert felt the proposed amendment made sense. The Planning Commission agreed.

**Commissioner Bodily moved to close the public hearing at 6:41 p.m. Commissioner Ormond seconded the motion. All voted “aye.” The motion passed unanimously.**

5B. CONSIDERATION AND RECOMMENDATION 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 AMENITIES (CONTINUED FROM FEBRUARY 5, 2026)

Time Stamp: 12:08 – 02/19/2026

Chairman Bingham asked if the Planning Commission members had any comments.

Commissioners Bodily and Dubovik felt the ordinance was ready for recommendation to the City Council.

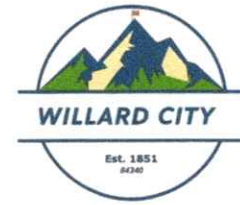
Commissioner Ormond felt Section 12 of the Subdivision Improvement Agreement titled **Reduction of Security** should include language to allow a developer to make draws during construction. Ms. Hugie said that process was covered by the sentence, *“At the request of the Developer, the City will execute a certificate of release verifying the acceptance of the Improvements and waiving its right to draw on the Escrow the extent of such amounts.”*

Commissioner Ormond asked about the 10% guarantee. Ms. Hugie said Section 12 stipulated that the maximum amount that could be drawn was 90% of the estimated cost of improvements. When all improvements were accepted by Willard, the remaining warranty would be retained until the end of the warranty period.

Neither Commissioner Gilbert nor Chairman Bingham had any comments.

**Commissioner Bodily moved to recommend that the City Council approve 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 regarding guarantees for subdivision improvements, facilities, and amenities as written. Commissioner Dubovik seconded the motion. All voted “aye.” The motion passed unanimously.**

# Planning Commission Staff Review Memo Ordinance 2026-04



March 10, 2026

Madison Brown, Planner

## Staff Report Summary

This ordinance amends **Section 24.80.130 of the Willard City Zoning Code** to establish a process allowing the **Planning Commission to defer installation of certain subdivision improvements** for small subdivisions in developed areas of the City.

### *Purpose*

The purpose of the amendment is to help accommodate small landowners who wish to divide their property into two or three parcels for personal or financial reasons, but may not be able to afford the required infrastructure improvements upfront. By allowing limited deferral of improvements such as sidewalks, curbs, and gutters, the ordinance helps make small lot splits more feasible while still ensuring that the improvements are installed or paid for in the future when required by the City.

## Key Changes

- Creates a new process allowing deferral of certain subdivision improvements.
- Occurs at the preliminary subdivision application stage
- Requirements for deferment:
  - No more than 3 lots, including original lot
  - No other subdivisions or lot splits in previous 10 years
  - Must be located in residential zone
  - Does not interfere with the Transportation Master Plan (roads or trails)
  - Does not require dedication of land for streets or other public facilities
  - Must be adjacent to existing city road
  - Must comply with all applicable land use ordinances
  - No open space
  - Must be approved by Public Works Director
  - The Planning Commission can **only** defer the installation of **sidewalks, curbs, and gutters**
- If approved, applicant must record a restriction on the final subdivision plat that:
  - Identifies the deferred improvements.

- States that property owners are responsible for installation costs when the requirements become required.
- Allows the City to bill the property owner if the City installs the improvements.
- Allows the City to place a lien on the property if the bill is not paid.

## FAQ

- **What happens if the property is sold?**  
If the lot is sold, a title report will identify the recorded plat deed restriction indicating that certain improvements have been deferred and remain the responsibility of the property owner.
- **When must a deferment be requested?**  
A deferment must be requested during the preliminary subdivision review stage. Once preliminary approval has been granted, a deferment cannot be requested or approved.
- **Does the deferment eliminate the improvement requirement?**  
No. It only delays installation until the City determines the improvements are necessary or until surrounding development triggers their construction.
- **Does the deferment expire after a certain number of years?**  
No. There is no “sunset” provision for this deferment. Even if the improvements are not required for many years, the property owner remains responsible for installation whenever the City determines they are needed.
- **What could trigger the construction of the deferred improvements?**  
Deferred improvements may be required when the City determines they are necessary to meet current infrastructure standards. This could occur if surrounding properties are developed, if additional subdivision or building activity occurs on the lot, or if the City completes roadway or infrastructure improvements in the area that require the installation of sidewalks, curbs, or gutters along the property frontage.
- **Will this create gaps in sidewalks or curb and gutter?**  
Possibly. Deferred improvements may result in temporary gaps in sidewalks or curb and gutter infrastructure until future development or City projects require the improvements to be installed.

## **Possible Motions**

### **Motion to Approve the Ordinance**

"I move that the City Council adopt **Ordinance 2026-04**, amending Section 24.80.130 of the Willard City Zoning Code to allow for the deferral of certain subdivision improvements under specific conditions."

### **Motion to Deny the Ordinance**

"I move that the City Council deny **Ordinance 2026-04**, which proposes to amend Section 24.80.130 of the Willard City Zoning Code to allow for the deferral of certain subdivision improvements."

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

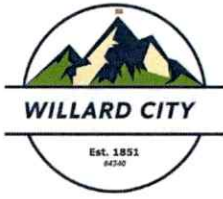
**RECORDER'S CERTIFICATION**

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



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](http://www.willardcity.com); and sent to the Box Elder News Journal this 6th day of February, 2026.

/s/Michelle Drago  
Deputy City Recorder



WILLARD CITY

**Planning Commission Meeting** – Regular Meeting

Thursday, February 19, 2026 – 6:30 p.m.

Willard City Hall – 80 West 50 South

Willard, Utah 84340

5C. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS 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**

Time Stamp: 15:58 – 02/19/2026

**Commissioner Gilbert moved to open the public hearing at 6:45 p.m. Commissioner Bodily seconded the motion. All voted “aye.” The motion passed unanimously.**

Amy Hugie stated that the Planning Commission had asked the staff to prepare an amendment to the Subdivision Ordinance in the Zoning Code to allow for the possibility of deferment of certain subdivision improvements in subdivisions with three or less lots. The proposed amendment included a list of required conditions for the deferment. The only improvements that could be deferred were sidewalks, curbs, and gutters. The proposed amendment outlined the deferment approval process. If a deferment was approved, a deed restriction would be recorded on all lots in the subdivision. If or when Willard decided the improvements were necessary, the property owners would be responsible for their payment.

Chairman Bingham opened the floor for public comments.

Stephanie Dickson, 265 East 1000 North, asked if the deferment applied to a simple lot split? Could storm drain improvements be deferred? Amy Hugie said the proposed amendment only deferred sidewalks, curbs, and gutters. Stormwater improvements would have to be installed if the City Engineer felt they were needed.

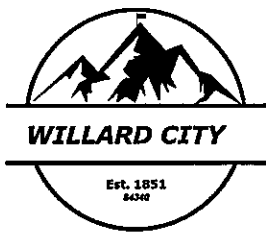
Stephanie Dickson stated that they were not developing their property. They just wanted to split it. In September they asked the Planning Commission to consider requirements for minor subdivisions that would allow improvement requirements to be deferred until land developed. Did the proposed amendment accomplish that? Ms. Hugie said the proposed amendment only deferred sidewalks, curbs, and gutters. If the Subdivision Ordinance required other improvements because of the lot split, they would have to be installed.

Stephanie Dickson asked what storm drain requirements would be required for 1547 Hargis Hill. Jeremy Kimpton, City Manager, said the staff could not provide an answer without a subdivision application that had been reviewed by the City Engineer. Ms. Dickson said she and her husband submitted a subdivision application in May 2025. Mr. Kimpton said the application had not been reviewed because of the requested subdivision amendment.

Stephanie Dickson asked if storm drain requirements could be added to the list of deferred improvements. Ms. Hugie felt drainage issues needed to be dealt with upfront. She did not recommend that storm drain requirements be deferred.

Madison Brown, City Planner, stated that that the proposed amendment had been prepared based on direction from the Planning Commission

Stephanie Dickson asked if the Planning Commission could go back to what they requested initially in September. They were not trying to develop their property. They just wanted to split it. The lot already had a house and a barn. The whole process had taken a really long time. She felt the proposed amendment was a step backward rather than forward.



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Chairman Bingham asked why the Dickson's wanted to split the property. Ms. Dickson stated that they wanted to have the loan only on the house, and they wanted to have the remainder of the property designated as green belt to save on property taxes. They didn't plan to build anything.

Commissioners Gilbert and Bodily didn't feel the Planning Commission could make rules for every individual property. The ordinances had to apply to everyone.

Stephanie Dickson felt their request had started the whole amendment process. Their request was similar circumstances faced by other Willard property owners.

Commissioner Dubovik asked if there was a small subdivision in Willard that had to put in drainage to solve a long-term drainage problem. Jeremy Kimpton was not aware of one.

Commissioner Dubovik asked if there was a property with a drainage problem, would Willard tell the property owner to fix the problem even if it wasn't be subdivided, live with the problem, or would the city fix the problem. Ms. Hugie felt it would depend on the regional storm water plan. Jeremy Kimpton felt Willard had typically done the best it could to take care of the problem. Ms. Hugie felt a homeowner could be asked to fix a storm water problem if they caused it, such as filling in a swale.

Amy Hugie said that if the City Engineer said there was a drainage problem, Willard wanted to be able address it. The City Engineer might review the Dickson's property and determine that drainage measures were not needed.

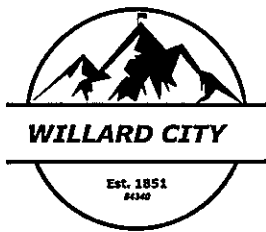
Commissioner Ormond stated that the Dickson's may not always own the property. In the future it might develop, in which case all the utilities should be looked at. Ms. Dickson agreed that the utilities should be addressed during the building permit application process. Commissioner Ormond felt improvements should be installed when property was subdivided.

Stephanie Dickson stated that they were not subdividing their property. They were creating a line on a piece of paper. There would not be any physical changes to the property.

Commissioner Ormond felt Mrs. Dickson needed to discuss required improvements with the City Engineer. The Planning Commission could not exempt the Dickson's.

Stephanie Dickson felt the whole minor subdivision process started with their request for a variance so they could split their property. They started working with a surveyor in February 2025, submitted a subdivision application, and paid the \$2,000.00 application fee. They met with the City Planner and City Manager at their property. The staff understood where their property was located. They had been attending Planning Commission meetings since September. She wasn't asking for special treatment. They requested a minor subdivision ordinance that would allow properties to be split. In December the minor subdivision ordinance was replaced with a Zoning Ordinance amendment that was totally different. She was trying to figure out if the proposed amendment would work for what they planned to do.

Chairman Bingham felt the Dickson's should talk to the City Engineer. Ms. Dickson said the City Engineer had looked at their property when they submitted their application. She asked if there were any engineering notes.



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Madison Brown stated that the City Engineer did review their property and noted that curb, gutter, and storm water run-off plans were needed. Ms. Dickson said their surveyor felt those requirements were ridiculous because they weren't building or changing anything.

Jeremy Kimpton stated that subdivisions always required improvements. Ms. Dickson agreed, but they were not subdividing or developing.

Stephanie Dickson asked if the proposed amendment would work for what she was trying to do.

Commissioner Dubovik asked about other methods to address storm water besides curb and gutter. Jeremy Kimpton said a swale could be required. The rural road option in Willard's Public Works Standards was not meant to circumvent putting in curb and gutter requirement. It was only applied when the City Engineer felt a swale fit with the neighboring area. He felt an argument could be made for a swale in the Dickson's case because there wasn't curb and gutter in this area. That was a decision that would be made by the City Engineer and the Public Works Director.

**Commissioner Bodily moved to close the public hearing at 7:02 p.m. Commissioner Gilbert seconded the motion. All voted "aye." The motion passed unanimously.**

5D. CONSIDERATION AND RECOMMENDATION 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: 32:41 – 02/19/2026

Commissioner Gilbert agreed with the City Attorney that only sidewalk, curb, and gutter should be deferred. Any storm water issues should be dealt with.

Commissioner Ormond asked what would happen if a minor subdivision included a road without water and sewer. Amy Hugie said that an applicant had to show that water and sewer had been stubbed and that the subdivision was located on a dedicated, city road in order for a deferment to be considered. She read the other deferment requirements proposed in 24.80.130.R.1. Curbs, gutters, and sidewalks were only deferred in areas where all other improvements were taken care of. They were only being deferred because neighboring properties did not have them.

Amy Hugie stated that a subdivision was a subdivision. If a property owner was splitting land, he was splitting land. Improvements had to be dealt with one way or another. She felt the proposed amendment would prevent the staff having to pick and choose when improvements were required.

Commissioner Ormond agreed with the proposed amendment.

Commissioner Dubovik stated that it was hard to anticipate every eventuality. The whole point of the proposed amendment was to allow a lot line movement or simple division without incurring the cost of curb, gutter, and sidewalk until property was developed. He felt the proposed amendment met that intent.

Commissioner Bodily wasn't sure the proposed amendment intended what the Planning Commission had started out to do. He wasn't sure it was needed.



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Chairman Bingham agreed that storm drainage needed to be addressed. It was an immediate need for any property. If a drainage solution was required up front, what would happen if Willard felt a different solution was needed in the future? Drainage plans and needs changed as an area was built out. Amy Hugie said it would depend on what the drainage was based on and why it might need to be changed later.

Commissioner Dubovik asked if there was a reason Willard could not provide Stephanie Dickson an answer before she had to decide whether to split her property. Amy Hugie stated that Stephanie Dickson applied under the Subdivision Ordinance that did not allow deferments. The City Engineer had considered what improvements would be needed based on the existing subdivision requirements. The Dickson's property was a triangular shape with a city road on the west side and a state-owned road on the east side. Willard could not control or defer UDOT requirements.

Commissioner Dubovik asked if there was a reason Willard could not tell a property owner, who had submitted a subdivision application, what would or would not be required before said property owner made a decision about whether to move forward.

Jeremy Kimpton stated that after the Dickson's original application, the City Engineer asked if there would be improvement drawings that showed how roadway frontage would be conducted and aligned with the US Highway 89 intersection. The only information the Dickson's provided to the city was a plat. The Dickson's engineer did not provide information that Willard's engineer could review. The review process did not progress because the Dickson's application was not complete.

Commissioner Dubovik thought the Planning Commission's intent was to prevent a property owner from incurring costs if he was simply dividing property without development. He didn't recall the Planning Commission limiting what improvements would be deferred. He asked if it would be better for the Planning Commission to not recommend that the proposed amendment be approved, or should the Planning Commission recommend that all improvements be waived?

Jeremy Kimpton stated that under the proposed amendment, curb, gutter, and sidewalk would typically be deferred. The only time they would be required was if the City Engineer felt they were needed for drainage.

Chairman Bingham stated that in a prior ordinance amendment, the Planning Commission replaced the words curb and gutter with drainage plan because curb and gutter didn't fit in all parts of Willard.

Commissioner Bodily felt it was up to the City Engineer to determine what was needed for drainage.

Chairman Bingham liked the proposed amendment.

Commissioner Bodily felt the Planning Commission should recommend that the proposed amendment be approved although he wasn't sure it accomplished everything the Planning Commission thought it would.

Chairman Bingham didn't feel an ordinance could address everything. Most of the time a lot was subdivided so something could be built. He felt there needed to be a plan in place to address small divisions.

Commissioner Dubovik clarified that if property was just being divided without any development, the proposed amendment would allow a note to be put on the deed to require improvements if development occurred. He asked why the deferment was being limited to curb, gutter, and sidewalk if the only change was in a legal description.



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Chairman Bingham felt the proposed amendment addressed a lot division without building as well as a division that would result in a building.

Commissioner Dubovik thought the whole point of the proposed amendment was to allow a property owner to divide property without development by providing a lien that said improvements would be required if the property ever developed. If property was being subdivided with development, then all improvements would be required. He thought the purpose of the amendment was to allow property not being developed to be divided without incurring improvement costs. Improvement costs would only be incurred if property was developed or sold.

Amy Hugie felt the proposed amendment addressed both types of divisions. She did not feel subdivisions should be treated differently.

Commissioner Dubovik asked why the Planning Commission was even talking about a deed restriction if a subdivision was a subdivision. Ms. Hugie said an amendment had been proposed because the Planning Commission was concerned about the upfront cost for property owners.

Commissioner Ormond wasn't sure a home or building could be built on the portion of land the Dickson's wanted to divide off. If building could not occur because of size, could the water and sewer be waived? Jeremy Kimpton stated that a subdivision could not create a non-conforming lot. He felt a home could be built on the property.

Mayor Mote felt that each subdivision would have to be considered case by case. If a subdivision changed nothing, he felt the likelihood of any infrastructure issues would be minimal unless there was a pre-existing problem the City Engineer knew about.

Chairman Bingham called for a motion.

**Commissioner Bodily moved to recommend that the City Council approve 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 as written. Commissioner Ormond seconded the motion. All voted "aye." The motion passed unanimously.**

5E. 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)

Time Stamp: 51:04 – 02/19/2026

Michelle Drago, Deputy Recorder, stated that Dan Gammon had requested that Condition 5 of the conditional use permit approved on November 7, 2024, be removed. Condition 5 required submission of annual water testing. Mr. Gammon had asked that Condition 5 be removed because there were no state or local testing requirements for private wells. Mr. Gammon spoke with Ben at the Bear River Health Department who said neither the state nor Box Elder County currently required annual testing for private wells.

Ms. Drago said she had also spoken to Ben at the Bear River Health Department who confirmed the same thing. She also spoke with 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. Private wells were outside the

THE LAW OFFICES OF  
ANDERSON CALL & WILKINSON, P.C.

*A Professional Corporation*

P.O. Box 13295  
Ogden, UT 84412  
801-859-9255

March 6, 2026

Proposal for Administrative Law Judge Services  
Willard City

Enclosed please find the information required to submit a proposal to provide services as a land use hearing officer for Willard City

*Relevant Experience:* I completed the maximum ten-year service allowed by the ordinance as Salt Lake City Land Use Hearing Officer several years ago. I also serve more than a dozen other cities and counties for land use appeals and variances. The Utah League of Cities and Towns engaged me to prepare the training materials for land use appeal authorities. I served for ten years as the first Utah Property Rights Ombudsman and initiated the advisory opinion process, authoring the first ten or so. See attached Background Information.

*Education:* Juris Doctorate, J. Reuben Clark Law School. Undergraduate Bachelor of Science in Business Education. Extensive continuing education attendance since graduation.

*Years of Practice and Area of the Law:* Admitted to Utah Bar in 1976. Current active bar membership. Practice has focused on local government, land use, administrative law, and eminent domain. Honored as Real Property Practitioner of the Year for 2018 by the Real Property Section of the Utah Bar. Multiple appearances before the District Courts, Utah Court of Appeals and Supreme Court, representing property owners and a municipality.

In my service for more than a dozen years as a hearing officer, I have considered complex issues of state and local law, ruled on evidentiary issues, standing, jurisdiction, timing of claims, conflicts of interest, and substantive law as a matter of course. I have presided over matters, particularly for Salt Lake City, which involved extended briefing and interim rulings. My service as a hearing officer has involved minimal assistance from the staff of the jurisdictions I serve.

*Availability:* While I serve more than a dozen jurisdictions, the total number of hearings averages only two or three hearings per month. The potential dates for hearings are flexible although I prefer to avoid Fridays. I am available to begin services immediately.

*Interest:* I have found it engaging and fulfilling in semi-retirement to continue to apply my expertise and experience in resolving issues and concerns with citizens and local government. I consider it essential that an appeal authority maintain a professional, but respectful and sympathetic manner when dealing with the parties that appear before her or him. An appeal authority must act efficiently but take the time when needed to explain the law and listen intently to the concerns expressed, particularly those offered by the citizens that the community has been created to serve. While the law must be respected and decisions made on the merits, an appeal authority should conduct proceedings and make decisions with diplomacy, tact and without excessive formality.

I would appreciate the opportunity to discuss this proposal further if it is of interest.

Thank you

/s/ Craig M Call

Craig M. Call

Proposal for Administrative Law Judge Services  
Willard City

**1. Contact Information.**

Craig M. Call PC, PO Box 13295, Ogden, UT 84412.  
Telephone - 801-859-2255.  
Email - [ccall@andersoncall.com](mailto:ccall@andersoncall.com).

2. **Resume.** Please see attached.

3. **Cover Letter.** Please see attached.

4. **Compensation Proposal.** Where I live in a community close to Willard, I would not charge for mileage to come to Willard for hearings. Other communities pay \$125 per hour for my time, including preparation for hearings, conducting the hearing, and preparing decisions. It is not unusual for a simple matter to take only a few hours to review and resolve. I charge 50% of that rate for travel time.

## **Craig M. Call, J.D.**

### **Contact Information:**

2424 N 4500 West  
Plain City, UT 84404  
Tel. 801 859 2255  
ccall@andersoncall.com

In his forty-nine-year legal career, Craig Call has been involved in a variety of business and professional ventures. He has held significant appointed and elected offices in state and local government as well as for the U.S. Congress. His legal work has focused on mediation and arbitration, real estate development issues, impact fees, eminent domain, legislation/administrative codes, and municipal law. He has also been extensively involved in raising the professional level of land use practitioners through publications, seminars, and workshops, as well as by training local leaders through the Utah League of Cities and Towns and teaching at the University of Utah.

### **Education**

- Juris Doctor, J. Reuben Clark Law School, BYU.
- Bachelor of Science: Business Education and Accounting, Brigham Young University.
- Completed 70 hours certification training as mediator and arbitrator.
- Completed more than 300 hours of legal workshops and institute training on private property rights, eminent domain and land use law at national forums sponsored by the American Bar Association/American Law Institute and Georgetown University Law School.

### **Professional Qualifications**

- Active Full Emeritus Membership, Utah Bar. Bar No. 00538.

### **Government Service**

- Land Use Appeals Hearing Officer, Riverdale City (since 2010); Salt Lake City (2012 to 2022); South Salt Lake (2012 to 2016); South Ogden City (since 2013); West Haven City (since 2015); Perry City (since 2018); Bear River City (since 2019); Pleasant Grove City (since 2020); Corrine City (since 2021); Harrisville (since 2022); Manti (Since 2023); Herriman City (Since 2023); Highland City (Since 2024); Vineyard City (Since 2024); Box Elder County (since 2015); Grand County (since 2016); Morgan County (since 2024); and Uintah County (since 2025). Acts "on call" as the land use Appeal Authority in lieu of a Board of Adjustment or other appeals body for these cities and counties. Hears and resolves cases involving land use appeals, variances, zoning enforcement and other administrative issues (depending on jurisdiction).
- Former City Attorney (2012-2017) for the City of Providence, Utah (2007-2012 for land use issues only). Associate City Attorney for North Ogden, Utah (2015-2017).
- Utah's founding Property Rights Ombudsman. Resolved many hundreds of disputes between property owners and local and state government entities. Mediator, arbitrator, and author of a number of advisory opinions resolving land use disputes. 1997-2007.

- Elected State Representative, Utah Legislature. Republican. Represented BYU Campus and nearby neighborhoods, Provo. Two terms, 1985-1988. Chair, Committee on Revenue and Taxation, 1987-1988.
- Elected At Large Member, Provo Municipal Council. Lead efforts to restore family zoning to the neighborhoods of downtown Provo and promote neighborhood conservation. 1982-1983.
- Field Office Director, Congressman James V. Hansen (R-UT). Covered Southeastern Utah Counties from Provo Field Office. 1981.

#### **Other Work Experience**

- Executive Director and Corporate Secretary, Utah Land Use Institute. Published several books about Utah law and procedure (see below). Extensive speaking and training functions. Conceived and manages a semi-annual conference of attorneys, planners, real estate professionals and elected officials on land use topics which is now in its 26<sup>st</sup> year. 1999-2005 (as part of state agency); since 2007 (as a separate non-profit entity). Perform all accounting and management functions for the ULUI.
- Attorney, Anderson Call & Wilkinson PC. Represented municipalities, property owners, institutions, and agencies on land use, eminent domain, impact fee and municipal law issues. Argued successfully before the Utah Supreme Court, Court of Appeals, and District Courts. Full time, 2007-2018. Presently not accepting new private clients.
- Former Adjunct Instructor, Dept. of Urban and Metropolitan Planning, Univ. of Utah teaching courses in Land Use Law. 2009-2012.
- Trainer, Utah League of Cities and Towns; Utah Local Governments Trust; Office of the Property Rights Ombudsman; various Utah Associations of Government; Utah Division of Housing and Community Development; Utah Counties Indemnity Pool; J. Reuben Clark Law School State and Local Government Conferences; International Right of Way Association; American Law Institute/American Bar Association; Utah State Bar – Real Property Section; and others. 2000 - present.
- Local Government Liaison, Flying J Corporation. Assisted in local land use reviews and approvals for interstate travel centers throughout United States and in Quebec, Canada. 1993-1997. Appeared before land use hearing officials in Oregon, Florida, Pennsylvania, Iowa, Connecticut, Wisconsin, Kentucky, Virginia, Minnesota, and New Jersey, seeking variances and land use approvals.
- Small businessman and entrepreneur – restaurants, service stations, and retail store. Board of Directors, Caribou Four Corners, Inc. (predecessor to Maverik Country Stores). Prior to 1997. Managed several subsidiaries of Flying J Corp. from 1988-1993.
- Licensed General Contractor, Utah Dept. of Commerce, 1976-1988. Restored or renovated more than twenty buildings listed on the National Register of Historic Places in a manner

approved by the Department of the Interior and the Utah Division of State History, most recently in 2008.

- Licensed Real Estate Professional and Broker, Utah Division of Real Estate, 1981-1988.
- Licensed Real Estate Instructor, Utah Division of Real Estate, 1999-present.

#### **Community Service**

- Member, Utah Legislative Land Use Task Force. Organized to review and discuss proposed land use legislation for the state legislature by the Utah League of Cities and Towns, the Realtors, Home Builders, Counties and others. Twenty-one years - 2004 to present.
- Corporate Secretary, Ogden Valley Land Trust. 2025 to present.
- Member, Governor's State Agencies Council on Alternative Dispute Resolution, 2003-2005. Chaired by Palmer DePaulis and initiated by Rich McKeown, chief of staff to Governor Michael Leavitt.
- Board Member, Utah Heritage Foundation (Now Preservation Utah) 1978-1981. President, 1979-1981.
- Board Member, Idaho Heritage Trust, 1989-1993. Chairman and Executive Director, 1992-1993.
- Board of Advisors, National Trust for Historic Preservation, 1987-1988.
- Founding Secretary and Board Member, The Chesterfield Foundation, 1979-1999. President, 1998-1999.
- Member, Utah Board of State History, 1997-1998.

#### **Honors and Awards**

- Distinguished Real Property Practitioner of the Year, Real Prop. Section, Utah State Bar. 2018.
- *Utah Business Magazine* Legal Elite, Real Property Law Category, repeated years between 2010 and 2021.
- Outstanding Achievement Award, Utah Board of State History. 2017.
- Lifetime Achievement Award, International Right-of-Way Association, Utah Chapter. 2016.
- Outstanding Volume of Local History, Mormon History Association. 1982. (For *Chesterfield, Mormon Outpost in Idaho*. Acted as publisher and author of introduction; Lavina Fielding Anderson, Editor).
- Outstanding Service to the Community, Faculty of the J. Reuben Clark Law School. 1976.
- J. Grant Iverson Service Award, Utah State Historical Society. 1975.
- Preservation Award, Utah Heritage Foundation. 1975.

#### **Publications**

- Ground Rules – Your Handbook to Utah Land Use Regulation, 270 pp., Utah Land Use Institute, 2021. Updated annually. Originally published as the Citizen's Guide to Utah Land Use Regulation, 2005, for the Utah Department of Natural Resources. Published by the Utah Land Use Institute.

- Utah Law of Eminent Domain – 280 pp., Utah Land Use Institute, 2008, 2012, update in process as of 2025. Published by the Utah Land Use Institute, funded by Utah State Department of Commerce grant funds.
- *Adventures in Land Use Dispute Resolution – Utah’s Innovative Program to Provide “Free” Legal Advice to Local Government, Neighbors, and Property Owners* - Journal of Comparative Urban Law and Policy – Vol 5, No. 1, 2022.
- Training Materials for Appeal Authorities. Utah League of Cities and Towns with a grant from the Department of Commerce, Office of the Property Rights Ombudsman. Land Use Academy of Utah, 2019.
- *Resolving Land Use and Impact Fee Disputes: Utah’s Innovative Ombudsman Program*, The Urban Lawyer – The National Journal on State and Local Government Law, Fall 2010/Winter 2011.
- Utah Land Use Deskbook – 140 pp., Utah League of Cities and Towns, 2009, 2011, 2016. Comprehensive topical review of Utah land use laws. Lead author of publication vetted and polished by civic and business leaders.
- Alternative Dispute Resolution for Right-of-Way Acquisition Agents. 16 hour course with student manual, instructor manual, exams, and power point. International Right-of-Way Assn., 2006. Taught principles of Fisher’s Getting to Yes to right-of-way agents in various US States and in Canada.
- Open Government. Summaries of Government Records and Open Meetings Laws, 2000-2006.

City of City of Willard  
**City Council Meeting February 26, 2026**  
Meeting minutes

### Call to Order

The meeting was called to order with an invocation led by Mayor Mote and the Pledge of Allegiance was given by Council member Jake Bodily

### Consideration of Motion to Enter a Closed Session

Entered a closed session.

### Public Presentation

Residents were given three minutes to express concerns or ask questions about any issue not on the agenda, with the understanding that no action would be taken during this portion of the meeting.

Doug Younger of 116 South Main addressed the council regarding the agricultural protection plan. Using a hypothetical example of three acres of prime peach orchard in the Harding area that borders Mayor Mote's property, Younger questioned the city's approach to agricultural easements versus open space requirements for developers. He pointed out that with an agricultural easement, the developer retains the ability to sell the property while the city only gets rights, whereas with open space, the developer must invest in improvements like grass, sprinklers, and bowery's. Younger suggested the city could capture some financial benefit from these arrangements, particularly noting that one developer would gain approximately \$60,000 in land value plus save \$100,000 in development costs while still providing a half-acre park. He questioned whether the city could obtain some of these funds to address infrastructure needs, such as the \$50,000 worth of sprinkler systems needed at Payden's Park.

Chad Braegger of 3790 South 100 West addressed impact fees, clarifying for the public and council how they work when developers install infrastructure beyond their development requirements. He explained that when developers invest \$1-2 million in infrastructure above and beyond normal development costs, the city typically foregoes impact fees to help cover those infrastructure costs, with the city ultimately receiving ownership of that infrastructure after development completion. City Planner Madison Brown and Council member Mike Braegger provided additional clarification on the complex calculations involved when developers install infrastructure that serves areas beyond their immediate development.

### Planning Commission Report

Planning Commission member Ken Ormond reported on two public hearings held by the Planning Commission. The first addressed require contractors working in the city to post a cash bond, which passed and was forwarded to the council. The second concerned small subdivisions, allowing requirements for curb, gutter, and sidewalk to be deferred (not waived) and recorded on property titles for later enforcement, while maintaining all other subdivision requirements. This also passed and was sent to the council. Additionally, a conditional use permit for Dan Garman on Second North and Fifth West was modified, with one condition removed while the permit itself remains in place.

Mayor Mote commended the Planning Commission for their thorough work, noting that while the council receives finished products to review, the Planning Commission spends months working through complex issues and their industry experience significantly benefits the city.

## **Item Tabled from February 12, meeting**

**Discussion/Approval of Ordinance 2026-01, An ordinance of Willard City, Utah, approving a municipal boundary adjustment with Perry City pursuant to Utah Code Ann. §10-2-419, adopting the Boundary Adjustment Plat (Exhibit C), and authorizing the Mayor and City staff to execute all necessary documents to complete the boundary adjustment**

Council member Rod Mund made a successful motion to move this agenda item ahead of the New Business items.

City Manager Jeremy Kimpton reported that Perry City had been contacted regarding potential interlocal agreements for sewer and water services. Perry indicated they weren't saying no but didn't have a strong appetite for an interlocal agreement, preferring the boundary line adjustment as the cleaner path for both cities. Perry cited scrutiny they've experienced with other interlocal agreements on the other end of town as a factor in their preference.

Council member Mike Braegger sought verification that any agreement would include the center-of-road arrangement extending south, which was confirmed through review of the boundary maps. The discussion clarified the specific boundary lines and how they would affect future addressing and development.

Mayor Mote provided background context, explaining that this issue had been ongoing for months with various options considered. Engineering staff determined the area would be difficult to serve with sewer due to topography, with the closest viable connection point being Chad Braegger's south property line. Proper road placement in that location would allow everything to flow toward existing infrastructure without requiring a pump station. Perry currently has both water and sewer service to the area, while Willard has neither. The council had previously voted to investigate this path forward, with a public hearing held in December.

Mayor Mote analyzed the long-term financial implications, expressing concern that while houses initially generate revenue for about 15 years, they become costly afterward. He worried about the potential for recouping impact fees under an interlocal agreement scenario and expressed reluctance to add more pumping stations given maintenance issues with existing ones.

Motion: Council member Mike Braegger moved to amend the boundaries of Willard City according to ordinance 2026-01, excluding the Barker property and running the boundary down the center of the street from Chad Braegger's south line to the end of Perry Street. Council member Jordan Hulsey seconded. Roll call vote: Council member Bodily - No, Council member Mund - No, Council member Braegger - Yes, Council member Hulsey - Yes. With a tie vote, Mayor Mote cast the deciding vote in favor, citing concerns about long-term financial costs to the city and infrastructure challenges. Motion carried.

## **New Business**

**Action Item: Discuss/Approval of adopting of Resolution 2026-01 Authorizing Repealing the current Personnel Manual and Adopting the attached Willard City Personnel Policies and Procedures Manual; Authorizing the Mayor to sign this Resolution; and providing for an effective date**

The council reviewed the comprehensive personnel policies manual, discussing several specific issues. Mayor Mote raised concerns about ambiguous language regarding performance awards on page 36, questioning whether "one time" meant once ever, annually, or some other frequency. Staff recommended removing "one time" to provide flexibility while staying within budget constraints.

The mayor noted redundancy between Section 11 and Section 6 regarding telework policy and flex time capabilities. City Attorney Amy Hugie recommended removing detailed provisions from page 27 and simply referring to Section 11.

Discussion addressed vehicle policies on page 92, with Mayor Mote requesting reference to the existing vehicle policy (Resolution 25-11) rather than creating conflicting provisions. Staff agreed to incorporate the reference to maintain consistency.

Council member Mike Braegger questioned garnishment provisions on page 107, particularly item 2 under subsection B regarding 30 times the current minimum wage. City Attorney Amy Hugie explained federal and state garnishment limitations, recommending simplified language stating the city would limit wage garnishments according to federal and state law rather than specifying complex calculations that might change.

Braegger also questioned telephone use policies prohibiting long distance calls, noting this seemed outdated given modern phone systems and cell phone usage. Staff agreed to remove outdated language about long distance restrictions.

A highlighted paragraph 11 on page 110 was identified as an error that should be removed.

Motion: Council member Jacob Bodily moved to approve Resolution 2026-01 with the requested changes. Council member Rod Mund seconded. Roll call vote: Council member Bodily - Yes, Council member Mund - Yes, Council member Braegger - Yes, Council member Hulsey - Yes. Motion carried unanimously.

## Appointment of Mayor Pro Tempore

Mayor Mote announced that his agency is sending him to Maine intermittently through July, affecting his ability to attend approximately half the meetings as currently planned. He requested Council member Mike Braegger continue serving as Mayor Pro Tempore, which Braegger accepted.

Motion: Council member Jacob Bodily moved to appoint Mike Braegger as Mayor Pro Tempore. Council member Jordan Hulsey seconded. All in favor. Motion carried unanimously.

## Next Meeting Agenda –March 12, 2026

City Manager Kimpton indicated the next meeting would include the infrastructure deferral ordinance discussed by the Planning Commission and the pre-plat for Heritage Phase 3 (referred to as "Orchards" to distinguish it from other orchard-related developments).

## Minutes

### Approval of February 12, 2026, minutes

Motion: Council member Mike Braegger moved to approve the minutes from February 12. Council member Jacob Bodily seconded. All in favor. Motion carried unanimously.

## Staff Reports

## **Public Works**

City Manager Kimpton reported that public works would be installing four dog waste stations strategically around parks and trail areas in response to resident complaints, with plans to assess effectiveness and potentially relocate or add more as needed.

Kimpton discussed transitioning to Freedom Mailing for utility billing, which would save approximately \$6,000 annually on printing, postage, and envelope costs. He inquired about council appetite for incentivizing digital billing by charging a nominal fee for paper bills. Discussion revealed that while most payments come in electronically (around 80%), most residents still receive paper bills. The system allows residents to opt for paperless billing and can send notifications via text or email. Council expressed interest in learning more about current digital usage numbers and potential fee structures.

Kimpton announced that city email accounts and iPads would be provided to council members to comply with state code requirements for transparency and records management. This would address potential issues with GRAMA requests involving personal emails and provide access to meeting packets before meetings, potentially reducing paper consumption.

## **Police Department**

No report was provided.

## **Fire Department**

Mayor Mote inquired about follow-up on a letter that needed to be mailed. Staff committed to following up the next day.

## **City Manager**

No additional items beyond those already reported.

## **City Planner**

No report was provided.

## **City Attorney**

No report was provided.

## **Council Member Reports**

### **Jacob Bodily**

Council member Bodily had no items to report.

### **Rod Mund**

Council member Mund reported requesting that staff begin looking for a generator in the 175–225-kilowatt range to address power outage vulnerabilities. He explained that the city currently has no backup power for water wells or emergency operations, which creates significant risks during disasters or power outages. City Manager Kimpton confirmed that engineers would get Willard on the list for potential funding, noting optimism since Willard hasn't previously requested such funds.

Mund also raised concerns about 200 West (also called 1200 West), noting increased traffic usage and questioning whether the city was planning capital improvements for the road and trail. He suggested the road surface could benefit from grading and magnesium chloride treatment to reduce dust and deterioration. City Manager Kimpton confirmed that public works and engineering teams maintain 5–10-year project lists and are working on proactive maintenance programs, including shoulder grading programs.

## Mike Braegger

Council member Braegger noted that UDOT's construction project would install drainage infrastructure along the south side of 750 North crossing 200 West, creating an opportunity to address persistent water pooling and frost damage in that area. He suggested coordinating with UDOT to correct grading issues.

Braegger agreed with Mund's concerns about increased traffic on 200 West, particularly once UDOT completes construction and shuts down alternative routes, which will direct more traffic through that corridor.

He inquired about the status of Wells easement agreements, with City Attorney Amy Hugie confirming they needed to send back the purchase and sale agreement with all approved exhibits to Wells' legal team for final review.

Braegger asked about dog waste enforcement capabilities, noting water quality concerns particularly around the nature park. Staff researched city ordinances and found provisions addressing urination and defecation on others' property and causing unsanitary conditions, both classified as class B misdemeanors.

## Rex Christensen

Council member Christensen was not present.

## Jordan Hulsey

Council member Hulsey had no items to report.

## Mayor's General Correspondence and Information

Mayor Mote reminded council members about the county commission meeting on March 11 (time to be confirmed by staff) where the vacation and swap of trail property would have its public hearing. He encouraged attendance to support the city's position.

The mayor provided extensive information about concerning state legislation, particularly SB 501, which would require cities over 3,300 residents to charge at least 3% of gross median income in combined water and sewer fees (approximately \$2,700 per resident in Willard). Cities not complying would lose eligibility for state and federal water infrastructure funding. Mayor Mote had contacted Representatives Matt Glenn, Tom Peterson, and Scott Sandal but received no responses. The Utah League of Cities and Towns was also opposing the legislation. He noted that while the bill was intended to ensure adequate funding for water infrastructure, it was unclear whether cities could retain the funds or would have to send them to the state. A Senate committee hearing was scheduled for Tuesday at 2:00 PM at the state capital.

The mayor expressed concerns about various bills that would hamstring municipal operations and finances while imposing unfunded mandates, making it increasingly difficult to operate municipalities effectively.

## Adjourn

Motion: Council member Jordan Hulsey moved to adjourn. Council member Mike Braegger seconded.  
All in favor. Motion carried unanimously.