



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

The Willard City Council of Willard City Corporation will hold a Council meeting on Thursday, March 26, 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. 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.

3. Planning Commission Report

4. Public Hearing

- a. **A public hearing to receive public comments regarding a proposal to repeal Ordinance 2024-03, reinstate Ordinance 2007-B(Rev), and adopt an Interlocal Cooperation Agreement between Utah Transit Authority and Willard City.**

5. New Business

- a. **Action item: Discussion/Approval Proposal to repeal Ordinance 2024-03, reinstate Ordinance 2007-B(Rev), and adopt an Interlocal Cooperation Agreement between Utah Transit Authority and Willard City.**
- b. **Action Item: Discussion/Approval Resolution No. 2026-03,**

Resolution of Willard City Authorizing Amending the Willard City Personnel Policies and Procedures Manual: Authorizing the Mayor to sign this Resolution.

- c. **Action Item: Discussion/Consideration** Request for Additional Federal Funding-750 North Crossing/Historic Orchard Pathway Shared Use path (PIN 13932)
- d. **Action Item: Discussion/Consideration** Committees for the 4th of July
- e. **Presentation:** Chad Hayman 2026 Candidate for Box Elder County Sherrif

6. Next Meeting Agenda –April 9, 2026

7. Upcoming events:

8. Minutes

- a. Approval of March 12, 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

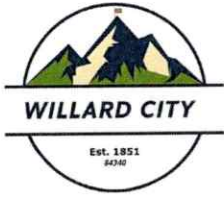
11. Mayor's General Correspondence and Information

12. Consideration of Motion to Enter a Closed Session

13. Adjourn

/s/ Diana Mund
Interim City Recorder

ITEM 4A



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Mayor

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NOTICE OF PUBLIC HEARING WILLARD CITY COUNCIL

Notice is hereby given that the Willard City Council will hold a public hearing to receive public comment regarding a proposal to repeal Ordinance 2024-03, reinstate Ordinance 2007-B(Rev), and adopt an Interlocal Cooperation Agreement between Utah Transit Authority and Willard City.

The public hearing will be held on Thursday, March 26, 2026, at 6:30 p.m. in the Willard City Council Chambers, 80 West 50 South, Willard, Utah, during a regular City Council meeting.

Information regarding this matter is available during business hours by contacting the Willard City Recorder at 435-723-9881. 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.

/s/Diana Mund

Interim City Recorder

ITEM 5A

EXHIBIT "A"

Exhibit Attached to Ordinance 2026-____

Willard City Ordinance 2007-B(rev)

WILLARD CITY ORDINANCE 2026 - ____

AN ORDINANCE OF WILLARD CITY, UTAH, REPEALING ORDINANCE 2024-03, REINSTATING ORDINANCE 2007-B(REV), AND ADOPTING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH TRANSIT AUTHORITY AND WILLARD CITY.

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 Council previously adopted Ordinance 2007-B(rev) to impose a sales and use tax upon retail sales of 0.30% to finance public transportation for the City; and

WHEREAS, the City Council entered into an Interlocal Cooperation Agreement between Utah Transit Authority and Willard City in 2008 regarding the use of the sales and use tax; and

WHEREAS, on April 11, 2024, the City Council adopted Ordinance 2024-04 which repealed a certain sales and use tax that had been placed on the ballot in the 2023 General Election and that the public had voted on repealing; and

WHEREAS, on April 11, 2024, the City Council also adopted Ordinance 2024-03 which repealed Ordinance 2007-B(Rev), which sales and use tax had not been placed on the ballot for the public to vote on repealing; and

WHEREAS, the adoption of Ordinance 2024-03 also repealed that Interlocal Cooperation Agreement between the Utah Transit Authority and Willard what was adopted in 2008; and

WHEREAS, Utah Transit Authority (UTA) has notified the City Council that the City Council did not follow proper procedure to adopt Ordinance 2024-03 that repealed that certain sales and use tax, that the terms of the Interlocal Agreement did not allow the City to repeal that specific sales and use tax, and that the City would owe UTA that sales and use tax money that had not been collected and sent to UTA since April 2024 to present; and

WHEREAS, UTA and Willard City wish to resolve the issues with the repealed sales and use tax and the repealed Interlocal Cooperation Agreement; 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, as follows:

SECTION 2:

- a. **The City Council of Willard City repeals Ordinance 2024-03 and reinstates Ordinance 2007-B(Rev), along with any other ordinance that was repealed by Ordinance 2024-03. Ordinance 2007-B(Rev) is hereby attached as Exhibit "A" and is reinstated.**
- b. **The City Council of Willard City adopts and agrees to enter into the Interlocal Cooperation Agreement between Utah Transit Authority and Willard City, hereby attached as Exhibit "B".**
- c. **That the City Council of Willard City authorizes the Mayor to sign the Interlocal Cooperation Agreement between Utah Transit Authority and Willard City and any other documents necessary to effectuate the Agreement.**

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.

	A YE	N AY	A BSENT	A BSTAIN
Jacob Bodily	_____	_____	_____	_____
Rod Mund	_____	_____	_____	_____
Mike Braegger	_____	_____	_____	_____
Rex Christensen	_____	_____	_____	_____
Jordon Husley	_____	_____	_____	_____
Travis Mote	_____	_____	_____	_____

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 OF WILLARD CITY, UTAH, REPEALING ORDINANCE 2024-03, REINSTATING ORDINANCE 2007-B(REV), AND ADOPTING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH TRANSIT AUTHORITY AND WILLARD CITY..”** adopted and passed by the City Council of Willard City, Utah, at a regular meeting thereof on _____, 2026 which appears of record in my office, with the date of posting or publication being _____, 2026.

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

Diana Mund
City Recorder

EXHIBIT "B"

Exhibit Attached to Ordinance 2026-_____

**Interlocal Cooperation Agreement between Utah Transit Authority
and Willard City**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH TRANSIT
AUTHORITY AND WILLARD CITY**

[Sales Tax Revenues Transfer for Transit Projects]

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2026, (“Effective Date”) by and between the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to Title 17B, Chapter 2a, Part 8 of the Utah Code (“UTA”), and WILLARD CITY, a body corporate and politic of the State of Utah (“City”). UTA and City are sometimes referred to collectively as the “Parties” and individually as “Party.”

WITNESSETH:

WHEREAS, pursuant to Utah Code Ann. § 59-12-2213 and its statutory predecessors, the City established a local sales and option use tax of 0.25% and later increased the rate of such tax to 0.30% through adoption of Willard City Ordinance 2007-B(Rev) on December 6, 2007 (the “1st Quarter Tax”);

WHEREAS, the City and UTA entered into an Interlocal Cooperation Agreement on January 10, 2008 (the “2008 Interlocal”), wherein the City transferred to UTA certain revenue, defined therein as “Transit Tax” (the “2nd Quarter Tax”);

WHEREAS, the City attempted to repeal the 1st Quarter Tax through adoption of Ordinance 2024-03 adopted by the City on April 11, 2024;

WHEREAS, after the City lawfully placed the issue on the ballot in the 2023 General Election, the City repealed the 2nd Quarter Tax on April 11, 2024, by adoption of Willard City Ordinance 2024-04;

WHEREAS, Box Elder County has imposed the sales and use tax authorized by Utah Code § 59-12-2219 (the “4th Quarter Tax”);

WHEREAS, the Parties later determined that the City’s repeal of the 1st Quarter Tax was invalid and the City repealed Ordinance 2024-03 through adoption of Ordinance 2026-__ on March __, 2026;

WHEREAS, the City desires to transfer the 1st Quarter Tax and the City portion of the 4th Quarter Tax to UTA to support UTA for certain public transit projects (the “Funded Projects”);

WHEREAS, UTA and the City are public agencies as defined by the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), and are authorized to enter into this Agreement to act jointly and cooperatively towards the Funded Projects;

NOW, THEREFORE, UTA and City, in consideration of the promises and covenants contained in this Agreement, the receipt of which is hereby acknowledged, covenant and agree as follows:

1. Direct Transfer; Use of Sales and Use Tax. The City agrees to take whatever action reasonably necessary to facilitate the transfer of the revenues generated by the 1st Quarter Tax and the City portion of the 4th Quarter Tax (together, the “**Sales and Use Tax**”) from the Utah State Tax Commission directly to UTA (less any administrative fees retained by the Utah State Tax Commission pursuant to law) to be utilized by UTA to support the Funded Projects and funding UTA’s public transportation system as provided herein and as authorized by Utah law. The Parties agree that the Sales and Use Tax may be used by UTA for the construction, operation, and maintenance of the Funded Projects and existing transit functions in the City, as well as for the pledge or payment related to the issuance of bonds and other obligations to fund the construction, operation, and maintenance of the Funded Projects.
2. Construction Collaboration. UTA and the City acknowledge and agree that UTA may need to contract for construction of certain portions of the Funded Projects under one or more construction contracts. The Parties agree that UTA will advise and consult with the City concerning construction contracts, but that the manner in which UTA contracts for the construction, manages, operates and completes the construction of these projects is the sole decision of UTA.
3. Duration and Pledge of 1st Quarter Tax. The City and UTA intend that the 1st Quarter Tax shall provide a long-term funding source for the Funded Projects and UTA’s public transportation system. In furtherance thereof, the Parties agree that while any bonds or other obligations (including obligations to continue to operate and maintain UTA’s public transportation system) for the Funded Projects remain outstanding and unpaid, the ordinance, resolution, or other enactment of the City imposing the 1st Quarter Tax and pursuant to which the 1st Quarter Tax is being collected and transferred to UTA, shall be irrevocable until such bonds and obligations have been paid in full as to both principal and interest, and said ordinance, resolution, or other enactment and this Agreement are not subject to amendment in any manner which would impair the rights of the holders of such bonds or other obligations which would in any way jeopardize the timely payment of principal or interest when due.
4. Liability and Indemnification. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. § § 63G-7-101, et. seq. Consistent with the terms of this Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents,

officials, or employees. Neither Party waives any defenses otherwise available under the Governmental Immunity Act.

5. Repeal of 2nd Quarter Tax. The Parties acknowledge and agree that the repeal of the 2nd Quarter Tax by Willard City, through adoption of Ordinance 2024-04 on April 11, 2024, was proper and neither party shall have any right to appeal or object to Ordinance 2024-04 or the repeal of the 2nd Quarter Tax for any reason.
6. Termination of 2008 Interlocal. The 2008 Interlocal is hereby terminated in its entirety and shall have no further force or effect.
7. Full Mutual Release and Waiver. Except for claims arising out of obligations under this Agreement, the City and UTA hereby mutually release, acquit, and forever discharge one another and one another's respective officers, directors, members, managers, partners, employees, consultants, agents, successors, assigns, insurers, parent companies, and subsidiaries from any and all claims, damages, losses, liabilities, or expenses arising out of or based upon (i) the enactment, repeal, and reinstatement of the 1st Quarter Tax, (ii) the enactment and repeal of the 2nd Quarter Tax, (iii) the payment or nonpayment of funds to UTA by the City, whether directly or through the Utah State Tax Commission, relating to the 1st Quarter Tax, the 2nd Quarter Tax, the 4th Quarter Tax, any other sales and use tax imposed by the City, or for any other reason, (iv) the approval, execution, and termination of the 2008 Interlocal and the performance of any obligations under the 2008 Interlocal, and (v) any other claims by either Party against the other accrued or unaccrued with respect to any and all matters between the Parties as of the Effective Date of this Agreement. The Parties fully intend and understand that this mutual release shall be full and complete releases and waivers by both Parties of any and all claims, damages, losses, liabilities, or expenses of any kind or character, whether known or unknown, whether brought or could have been brought or any other action between the Parties as of the Effective Date of this Agreement. This Agreement is entered into by the Parties to avoid the uncertainty, inconvenience and expense of litigation or other binding dispute resolution and shall not be construed to be an admission of the truth or correctness of any of the allegations of any Party of responsibility or liability of any other Party, nor be used in any proceeding as an admission of liability on the part of or concerning any Party. This mutual release and the other provisions of this paragraph shall survive the termination or amendment of this Agreement.
8. Interlocal Cooperation Act Requirements. In satisfaction of the requirements of the Interlocal Act, in connection with this Agreement, the Parties agree as follows:
 - (a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
 - (c) A copy of this executed Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;
 - (d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
 - (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the designees of each Party, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.
9. Further Assurances. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the purposes and intent of this Settlement Agreement.
10. Amendments. Subject to Section 3 of this Agreement, this Agreement may be amended, changed, modified, or altered only by an instrument in writing which shall be: (a) approved by Resolution of the legislative body of each of the Parties; (b) executed by a duly authorized official of each of the Parties; (c) submitted to an attorney of each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to § 11-13-202.5 of the Interlocal Act; and (d) filed in the official records of each Party.
11. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (including PDF, facsimile, or other electronic signature platforms) shall be deemed to be original signatures for all purposes, and scanned or electronically transmitted copies of this Agreement shall be treated as originals for all purposes.
12. Construction. Both Parties participated in the negotiation and drafting of this Agreement and, accordingly, this Agreement shall not be construed more strongly in favor of or against either Party regardless of who was more responsible for its preparation and shall be construed simply according to its fair meaning.

13. Waiver. No term or provision hereof shall be deemed waived and no performance shall be excused hereunder unless prior waiver or consent shall be given in writing signed by the Party against whom it is sought to be enforced. Any waiver of any default by either Party shall not constitute a waiver of the same or different default on a separate occasion.
14. Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained.
15. Governing Law. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
16. Term. This Agreement shall terminate on the earlier of: (a) the retirement of all bonds or obligations for the Funded Projects; or (b) on December 15, 2044. The rights and obligations of the Parties pursuant to Section 7, above, shall survive termination.
17. Entire Agreement. This Agreement embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

[signature page follows]

[Signature page to Interlocal Agreement Between Utah Transit Authority and Willard City]

WILLARD CITY

APPROVAL AS TO FORM
WILLARD CITY ATTORNEY

By: _____
MAYOR

By: _____

ATTEST

By: _____
CITY RECORDER

UTAH TRANSIT AUTHORITY

By: _____
EXECUTIVE DIRECTOR

By: _____
CHIEF FINANCIAL OFFICER

APPROVAL AS TO FORM:
UTA LEGAL COUNSEL

By: _____
Assistant Attorney General

ITEM 5B

Resolution No. 2026-03

RESOLUTION OF WILLARD CITY AUTHORIZING AMENDING THE WILLARD CITY PERSONNEL POLICIES AND PROCEDURES MANUAL; AUTHORIZING THE MAYOR TO SIGN THIS RESOLUTION.

SECTION I – RECITALS:

WHEREAS, the City Council of Willard City (herein "City") is a municipal corporation duly organized and existing under the laws of the State of Utah; and,

WHEREAS, in conformance with the provisions of UCA § 10-3-717, the governing body of the City may exercise all administrative powers by resolution including, but not limited to adoption of policies and procedures for certain boards and organizations of the City; and,

WHEREAS, the City Council has adopted the Willard City Personnel Policies and Procedures Manual ("Personnel Manual") for the employees; and

WHEREAS, since the original adoption of the Personnel Manual, the staff has found certain sections of the Personnel Manual that need to be amended and updated;

WHEREAS, the City Council wishes to have an updated Personnel Manual to best help ensure compliance with the outlined rules and procedures by management and help meet the needs of the employees; and

WHEREAS, after reviewing the proposed amendments by staff, the City Council believes that in order to be able to work towards the goal of having an updated Personnel Manual, the Council needs to adopt the proposed new language for the Personnel Manual; and

WHEREAS, the City Council finds that adopting these amendments to the Personnel Manual will help ensure compliance with these rules and procedures through a process consistent with the best interests of the City and its employees; and

WHEREAS, at this time, the City Council wishes to adopt the proposed amendments to the Personnel Manual, which are attached as Attachment "A", to achieve this goal; and

WHEREAS, the City finds that the public convenience and necessity require the actions herein contemplated,

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

1. The Willard City Personnel Policies and Procedures Manual language shall be amended as shown in red and attached as Attachment "A"; is fully incorporated by this reference; and is approved and adopted by the City Council.
2. The Mayor is authorized to sign this Resolution.

3. The foregoing recitals are fully incorporated herein.

SECTION III. PRIOR ORDINANCES AND RESOLUTIONS:

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION IV. REPEALER OF CONFLICTING ENACTMENTS:

All orders, and Resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the City, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order, or resolution, or part thereof, heretofore repealed.

SECTION V - SAVINGS CLAUSE:

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the City Council of Willard City.

SECTION VI. DATE OF EFFECT

This Resolution shall be effective immediately upon its passage on the ___ day of April 2026.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WILLARD CITY, STATE OF UTAH, on this ___ day of April 2026.

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

WILLARD CITY

Mayor Travis Mote

ATTEST:

Diana Mund, City Recorder

ATTACHMENT "A"

Attached to Resolution 2026 - 03

**AMENDMENT TO WILLARD CITY PERSONNEL POLICIES AND
PROCEDURES MANUAL**

ARTICLE 14 - On-Call/Call Out

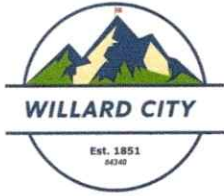
- A. Certain positions within Willard City require employees to be on-call as a normal and inherent part of their job duties. Employees assigned to on-call status must remain reachable and able to respond within the timeframes established by their department.
- B. On-call time may or may not constitute compensable time under the Fair Labor Standards Act depending on the degree to which the employee is restricted in personal activities. The City will evaluate on-call arrangements consistent with FLSA standards to determine whether such time is compensable.
- C. The City Manager, in consultation with the Department Head, will determine which positions require on-call status and the schedule for such assignments.
- D. Employees assigned to on-call status will receive a flat on-call stipend or hourly on-call rate as approved by the City Council in the annual budget. On-call compensation is paid regardless of whether the employee is called out during the on-call period.
- E. Employees assigned to on-call status will receive on-call compensation for each day they are scheduled to be on-call. On-call compensation is paid regardless of whether the employee is called out during the on-call period and does not count as hours worked.
- F. On-call compensation shall be paid as follows:
 - 1. Weekdays (Monday–Friday): a. Employees assigned to on-call status will receive two (2) hours of pay per day.
 - 2. Weekends (Saturday–Sunday):
 - a. Employees assigned to on-call status will receive three (3) hours of pay per day.
 - 3. Seasonal or Special Assignments:
 - a. When employees are assigned to specific seasonal duties that require daily evening checks or lock-up responsibilities (such as summer restroom closures), the City may authorize three (3) hours of on-call pay per day for the duration of the assignment, in recognition of the increased likelihood of call-outs and the daily nature of the responsibility.
 - 4. Budget Authority:
 - a. On-call compensation rates shall be approved by the City Council as part of the annual budget. The City Manager may adjust on-call assignments or schedules to remain within budgeted amounts.
- G. When an on-call employee is required to report to work outside their regular schedule, the following applies:
 - 1. Employees will receive a minimum of three (3) hours of pay for each call-out event.
 - 2. If the actual time worked exceeds three (3) hours, employees will be paid for all hours worked.
 - 3. **Overtime at time-and-one-half is paid only for actual hours worked.** If call-out hours cause the employee to exceed forty (40) hours in the workweek, those hours will be paid at time-and-one-half in accordance with overtime rules.
 - 4. Travel time to and from the worksite is included as part of the call-out period.
- H. If an employee is called out multiple times within the same on-call period, each call-

out event qualifies for the three-hour minimum unless the events occur within the same three-hour window.

I. **Police Department Exception:** Willard City Police Department assigned to on-call status will receive one (1) hour of pay per day they are scheduled to be on-call. This rate is paid regardless of whether the employee is called out during the on-call period and does not count as hours worked. Police Department employees are generally subject to FLSA Section 7(k) partial overtime exemption for law enforcement personnel, using an extended work period (e.g., up to 171 hours in a 28-day period before overtime). All other provisions of this policy (including FLSA evaluation, call-out minimums, overtime rules, and multiple call-out handling) continue to apply to Police Department personnel unless otherwise specified.

1. Willard City Police Department will receive a minimum of one (1) hour of pay (at their regular rate) for each call-out/call-in event. If the actual time worked exceeds one (1) hour, employees will be paid for all hours actually worked. Travel time to and from the worksite is included as part of the call-out period.

ITEM 5C



Willard City Corporation

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80 W 50 S
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Willard, Utah 84340
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Mayor

Travis Mote

City Council Members

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

Request for Additional Federal Funding – 750 North Crossing / Historic Orchard Pathway Shared Use Path (PIN 13932)

Dear Wasatch Front Regional Council,

Willard City respectfully requests additional federal funding through WFRC for the 750 North crossing associated with the Historic Orchard Pathway Shared Use Path project.

The City originally applied for and was awarded \$85,000 for this crossing improvement. Updated cost estimates and final design requirements now project the total construction cost at approximately \$252,065. To deliver the project as designed and meet current safety standards, the City is requesting an additional \$150,000 in federal funds. Willard City will fund the remaining balance of the project costs.

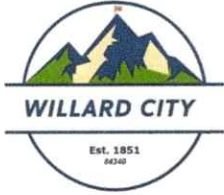
This project constructs a controlled pedestrian and bicycle crossing at 750 North and 200 West, safely connecting the shared use path across 750 North and significantly improving accessibility for residents utilizing the walking and biking corridor. Completion of this crossing is essential to provide safe, continuous pedestrian and bicycle access along the Historic Orchard Pathway and across a high-traffic roadway.

The project includes:

- ADA-compliant ramps and sidewalk connections
- Asphalt trail construction improvements
- UDOT-compliant crossing treatments, including RRFB/PHB infrastructure, signage, and striping
- Traffic control and associated safety measures
- Utility relocation and site restoration

The increase in project cost is primarily attributable to:

- Escalation in material and construction costs since initial programming
- Updated UDOT crossing and pedestrian safety requirements
- Refined quantities following final engineering



Willard City Corporation

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PO Box 593
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Mayor

Travis Mote

City Council Members

J. Hulsey

R. Christensen

M. Braegger

R. Mund

J. Bodily

- Utility relocation and coordination requirements

This project directly supports Utah's statewide active transportation goals to create a connected network of trails and develop a comprehensive statewide trail map. Completing this crossing strengthens regional connectivity, enhances multimodal safety, and maximizes the public investment already made in the shared use path.

Willard City will provide project management, coordination with UDOT and utility providers, and in-kind staff time to ensure the timely delivery of the project.

We appreciate WFRC's partnership and respectfully request approval of the additional federal funding necessary to complete this important safety improvement.

Sincerely,

Jeremy Kimpton
City Manager
Willard City

ITEM 8A

City of City of Willard
City Council Meeting March 12, 2026
Meeting minutes

Call to Order

Invocation

Invocation was offered by Council member Rex Christensen.

Pledge of Allegiance

Council member Jordan Hulseley led the Pledge of Allegiance.

Conflict of interest declaration

No conflicts of interest were declared.

Presentation of Citizenship Awards

Mayor Travis Mote along with Principle Tawnie Bowcutt presented citizenship awards to elementary school students who were recognized for their kindness, helpfulness, and good citizenship at school. The mayor praised the students as future community leaders who help and care for their classmates. Awards were presented to Madison Sved, Everly Gibson, Bruce Anderson, Cooper Anderson, Kathrine McRae, Camille Fairfield, Taylee Marsh, Whitney Cook, Henrick Hansen, Solo Ellsmore, and Maylee Sylvester. Photos were taken with the recipients.

Public Presentation

Diana Baker addressed the council regarding a new garbage can she received from the city. She expressed disappointment that the replacement can appeared to be used, with resin on the wheel and visible nicks and bumps. City staff clarified that it was indeed a new can made from recycled plastic materials and that the appearance was normal for these products.

Kaden Conover inquired about residential water bill increases that appeared to nearly double effective January 1st. He asked if the city was concerned about reaching state thresholds for utility-to-income ratios that could trigger certain funding requirements. Council member Mund explained that the referenced state legislation had failed. Mayor Mote clarified that base rates for water and sewer had increased by approximately \$12, with the larger portion of bills being sewer costs. The increases were implemented in January after being approved the previous summer, timed for the lowest usage period to help residents prepare for the higher season.

Planning Commission Report

Planning Commission member Ken Ormond reported on the previous week's meeting, which discussed the city's new economic development plan. A significant topic was whether South Willard would unite with Willard City, as South Willard was included in the survey data. City Manager Jeremy Kimpton volunteered to research the unification process. Mayor Mote noted that the county attorney was supposed to provide information on the voting process for South Willard residents to decide on joining the city, but that information was never received. The commission also discussed a conditional use permit application for Matt Francom welding shop, which was continued pending cleanup of the property.

New Business

Action Item: Discussion/Consideration of a final plat for The Orchards Subdivision Phase 3 located at approximately 300 South 300 West

City Planner Madison Brown provided an overview of the project, noting that developer Garth Day originally requested preliminary approval for phases 3 through 6, but the planning commission approved only phase 3 pending resolution of issues in phase 4. She confirmed that all requirements appeared to be in order, with final approval contingent on completion of improvements, engineer sign-off, and establishment of an escrow agreement.

Garth Day explained that water rights transfer was the primary outstanding item. He detailed that 206 acre feet of water had been verified by the state, and the city would be owed approximately 50 acre feet for phases 1, 2, and 3. Day requested clarification on whether the city preferred the required 50 acre feet or if additional water rights could be transferred to count against future fee-in-lieu requirements for open space. Mayor Mote indicated that 50 acre feet would suffice for now, with future negotiations possible for additional transfers.

Discussion ensued about water rights conversion from irrigation to municipal use. There was concern about potential reductions when converting irrigation rights to culinary water use, though Day expressed confidence in having adequate water rights with a substantial buffer.

Mayor Mote raised concerns about a wet spot behind the old milking parlor within the development area. Day confirmed they had worked extensively with the city engineer Zach Burke on this issue and were conducting enhanced geotechnical studies to address groundwater concerns, particularly for basement construction.

The council discussed road connections and infrastructure. This phase would connect to the existing stubbed road from phase 1 and extend northward, but would not complete the connection to Mountain Shadows Drive at 400 West. Several more phases would be needed before that connection could be completed, dependent on the completion of Deer Run subdivision's final phase and related sewer infrastructure.

Day explained that phase 3 represents the limit of current sewer capacity, and future phases cannot proceed until the Deer Run subdivision completes its northern boundary sewer connection. The development timeline indicated paving would likely occur by July or August, with houses built over approximately the following year.

The discussion included details about a small road dedication that would later be vacated to provide access to adjacent property owners (the Wades and Pischkes), which Day indicated was a mutually agreeable solution developed after considerable planning.

Motion: Council member Rodney Mund moved to approve The Orchards Subdivision Phase 3 final plat located at 300 South 300 West. Council member Mike Braegger seconded the motion. Motion carried unanimously.

Action Item: Presentation of audit file for fiscal year 24/25 budget by Ulrich & Associates

Heather Christopherson from Ulrich & Associates presented the independent audit for the fiscal year ending June 30, 2025. She thanked Interim City Recorder Diana Mund and City Manager Jeremy Kimpton for their cooperation during the first year working with the city. The audit resulted in a clean opinion with no state findings, though there were minor recommendations for improving internal controls.

Key highlights included:

- The financial statements present fairly in all material respects
- The management discussion and analysis on pages 3-8 provides the most comprehensive overview for general readers

- The city's fund balance is approximately 22-23% of general revenues, well within the state maximum of 35%
- The utility fund showed a negative operating income of \$220,000, indicating that service charges weren't fully covering costs during the audit period, though rate increases have since been implemented
- The goal for utility funds is to charge enough to cover expenses, capital replacement, and debt service

Council members inquired about year-to-year comparisons and expressed satisfaction that recent rate increases were moving the city in the right direction financially. The presentation concluded with no formal action required, as state law only mandates that the audit be presented to the city council.

Action Item: Discussion/Consideration of a dedicated park bench for and on behalf of Marlene Braegger Jones to be placed in the Willard Historic Cemetery

Council member Mike Braegger requested approval for placing a memorial bench for his mother in the historic cemetery rather than in the park as previously discussed. After consulting with family and community members, he determined the cemetery was more appropriate given his mother's extensive time spent there. He confirmed that his family would fund the bench and concrete base through donations received, and would coordinate with public works on placement to avoid interference with grave markers. The Daughters of Utah Pioneers chapter is also planning to add commemorative elements to the cemetery.

Motion: Council member Mund moved to approve proceeding with the memorial bench project for Marlene Braegger Jones in the Willard Historic Cemetery. Council member Rex Christensen seconded the motion. Motion carried with Council member Braegger abstaining.

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

City Attorney Amy Hugie explained that the ordinance removes the ability for developers to use bonds for subdivision improvement guarantees due to their difficulty in administration. The city would require only two methods as allowed by state code: escrow accounts or lines of credit specifically dedicated to subdivision improvements. Additionally, the city would provide a standardized subdivision improvement guarantee form rather than allowing developers to bring their own, ensuring consistent language and better control over the process.

The standardized form would include comprehensive exhibits such as property descriptions, cost estimates for improvements, approved subdivision plans, and insurance documentation. City Manager Jeremy Kimpton noted that most developers already default to escrow or line of credit options rather than bonds, making this change administratively easier for staff while providing better tools for managing subdivision improvements.

The process includes a 10% warranty holdback for two years after completion, with funds released incrementally as improvements are completed and approved by the city engineer.

Motion: Council member Mike Braegger moved to approve Ordinance 2026-03 amending the specified sections of the Willard City Zoning Code relating to subdivision improvement guarantees with an effective date upon passage. Council member Rex Christensen seconded the motion. Motion carried unanimously.

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

City Attorney Amy Hugie explained that this ordinance creates a mechanism for deferring certain subdivision improvements (specifically sidewalks, curbs, and gutters) for smaller subdivisions under specific circumstances. The deferrals would only apply to subdivisions of three lots or fewer that meet strict criteria including being adjacent to paved roads built to city standards, not requiring new street dedications, and being reviewed by public works.

If a deferment is granted, deed restrictions would be placed on all lots requiring future installation of the deferred improvements when the city determines it necessary. Property owners would be responsible for costs and the city would have lien rights if payments aren't made within 30 days of invoicing.

Council members reviewed the comprehensive staff report with frequently asked questions. There was discussion about ensuring the planning commission has clear guidance and discretion in applying these standards, particularly regarding compatibility with surrounding infrastructure. The ordinance is designed to help smaller subdivisions in areas like old town where full infrastructure may not currently exist while preserving the city's ability to require improvements in the future.

The council discussed scenarios where existing properties might face similar requirements and confirmed that the ordinance includes provisions for interest on unpaid assessments as allowed by state law.

Motion: Council member Rodney Mund moved to adopt Ordinance 2026-04 amending Section 24.80.130 of the Willard City Zoning Code to allow for deferral of certain subdivision improvements under specific conditions, with the amendment to include interest language as discussed. Council member Jacob Bodily seconded the motion. Motion carried unanimously.

Action Item: Discussion/Consideration of appointment of Craig M. Call with Anderson Call & Wilkinson, P.C. as land use hearing officer

Mayor Mote explained that the previous hearing officer, Dave Church, had retired due to medical issues, necessitating a replacement. Craig M. Call comes highly recommended and would charge \$125 per hour. State law requires the city to have a land use hearing officer available.

Motion: Council member Rex Christensen moved to approve the appointment of Craig M. Call as the city's land use hearing officer. Council member Jacob Bodily seconded the motion. Motion carried unanimously.

Next Meeting Agenda

City Attorney Hugie noted she would be absent for the next meeting due to travel to Mexico. The March 26th meeting will include a public hearing on an ordinance regarding UTA tax repeal and approval of a new interlocal agreement. She confirmed there would be no back fees associated with the UTA matter and that Perry's separate issues with UTA would not affect Willard's situation.

Upcoming events

No upcoming events were reported.

Minutes

Approval of February 26, 2026, minutes

Motion: Council member Mike Braegger moved to approve the February 26, 2026 meeting minutes. Council member Jacob Bodily seconded the motion. Motion carried unanimously.

Staff Reports

Public Works

Public Works reported having plenty of salt on hand

Police Department

Police Officer Jordan Harper reported that both patrol vehicles were operational, and that Officer Tyler Prange was completing training and would be independently patrolling within two weeks. A background check was in progress for a fifth officer position.

Fire Department

Chief Van Mund had nothing to report

City Manager

City Manager Jeremy Kimpton announced the implementation of new city email addresses for all council members to comply with state law requirements for government officials. He explained the system would use Microsoft Office suite and provided login credentials. The emails are required for all city business to maintain separation from personal communications and ensure proper record retention for public records requests.

Kimpton also discussed progress toward more paperless meetings, including potential use of iPads and shared document systems. He noted that facility planning discussions were ongoing with engineering consultants.

The manager confirmed that a meeting had been scheduled with Wasatch Civil to discuss impact fee updates and that additional sources had been identified to assist with that process.

City Planner

No additional report was provided.

City Attorney

No additional report was provided beyond items covered in new business.

City Interim Recorder

No report was provided.

Council Member Reports

Jacob Bodily

No report.

Rod Mund

Council member Mund inquired about the status of the facilities plan and suggested a spring project to improve the appearance of the dike area, potentially making it a landmark rather than an eyesore. He noted that materials and rough measurements had been discussed.

Mike Braegger

No additional report.

Rex Christensen

Council member Christensen reported changes in the sewer board leadership. Board Chair Josh Braegger's term as chair had ended and Board member Nathan Tueller was now the chair with Board member Rex Christensen serving as vice chair. Josh Braegger remains on the board as an at-large member.

Jordan Hulsey

Council member Hulseley reported that her children were doing well when asked.

Mayor's General Correspondence and Information

Mayor Mote addressed several topics including agricultural easements and their role in the city's master planned community (MPC) ordinances. He referenced the city's vision statement and general plan, which emphasize protecting agricultural lands and maintaining rural character. He explained that agricultural easements represent property rights that can be sold or transferred while maintaining agricultural use, and that deed restrictions can limit certain activities while preserving farming rights.

The mayor stressed the importance of consistency with the city's vision and existing ordinances when evaluating MPC applications, noting that any MPC must provide compatibility with surrounding land uses and conform to general plan guidelines.

Regarding Fourth of July planning, Mayor Mote highlighted the need for community support for organizers Terry and Marjorie Ross, who have managed the event for many years. He noted the need for assistance with obtaining bingo prizes and managing games and booths. The council discussed strategies for recruiting volunteers through social media and newsletters, focusing on specific task assignments rather than general committee requests.

The mayor also addressed noise complaints about motorcycles traveling through town at late hours, particularly around 1:00 AM. While acknowledging the challenges of enforcing noise ordinances without proper equipment, he suggested increased patrol presence during nighttime hours to address potential speeding violations that often accompany the noise issues. Police Officer Harper confirmed plans to increase enforcement on the north end of town where speeds up to 80 mph have been observed.

Consideration of Motion to Enter a Closed Session

No motion was made to enter closed session.

Adjourn

Motion: Council member Mike Braegger moved to adjourn the meeting. Council member Jacob Bodily seconded the motion. Motion carried unanimously.

The meeting was adjourned.