

WORK SESSION

80 West 50 South
PO Box 593
Willard, Utah 84340

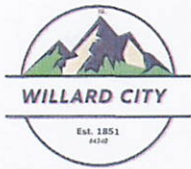


435-734-9881
www.willardcityut.gov

The Willard City Council of Willard City Corporation will hold **Work Session at 5:00 pm. On Thursday, July 23, 2026.**

1. 5:00 pm. Discussion regarding Willard Fire Station addition
2. Adjourn

s/Diana Mund
City Recorder, Willard City
Posted July 13, 2026



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

Willard City Council of Willard City Corporation will hold a Council meeting on Thursday, July 9, 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. New Business

- a. **Action item: LRB Presentation of the Economic Development Strategic Plan**
- b. **Action item: Discussion/Adoption of Resolution 2026-13 Economic Strategic Plan**
- c. **Action item: Discussion/Decision on Deferment Agreement on the Rodney Braegger and Debbie Braegger Subdivision.**
- d. **Action item: Discussion/Approval of Website Improvements and City-Wide Communication.**
- e. **Action item: Discussion/Approval of Letter to Connex regarding Renegotiation of Franchise Agreement**
- f. **Action item: Discussion with Forged Fiber**

5. Next Meeting Agenda –August 13, 2026

6. Upcoming events:

7. Approval of June 25, 2026, Meeting Minutes

8. Staff Reports

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

9. Council Member Reports

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

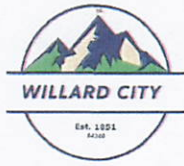
10. Mayor's General Correspondence and Information

11. Consideration of Motion to Enter a Closed Session To discuss pending or reasonably imminent litigation as permitted under Utah Code § 52-4-205(1)(c).

12. Adjourn

/s/ Diana Mund
City Recorder

ITEM 4a



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

Date: April 2, 2026

Rural Communities Opportunity Grant – FY2024

Project: Willard City Economic Development Strategic Plan

Grantee: Willard City

Consultant: LRB Public Finance Advisors

Project Completion Date: December 2025

Project Overview

Willard City used Rural Communities Opportunity Grant funding to complete a comprehensive Economic Development Strategic Plan to guide future commercial development, strengthen the tax base, and support long-term land-use decisions. The Plan evaluates current economic conditions in Willard and South Willard and provides actionable strategies aligned with the City's 2023 General Plan.

Assurance of Proper Use of Funds

Willard City certifies that all grant funds were used exclusively for the project described in Attachment C: Project Plan. Funds were spent solely on consultant services necessary to complete the Strategic Plan, including data analysis, stakeholder engagement, market evaluation, and preparation of the final written document. No funds were used for City staff time or unrelated activities.

Key Activities Completed

The consultant completed all tasks outlined in the approved scope of work, including:

- Socioeconomic & Demographic Analysis:

Population trends, income, education, employment, and housing conditions were evaluated to understand local market characteristics.

- Sales Tax Leakage & Capture Analysis:

CY 2021–2023 taxable sales were analyzed to identify sectors where resident spending leaves the community and opportunities for retail recapture.

- Market Conditions & Land Use Assessment:

Zoning, land availability, competitive commercial areas, traffic patterns, and tourism drivers (including Willard Bay State Park) were reviewed.

- Stakeholder Outreach & SWOT:

Two stakeholder meetings were conducted with City staff, business owners, residents, and development partners to identify priorities and challenges.

- Site Location Analysis:

The 750 North / I-15 interchange was identified as a viable commercial node for future development.

- Strategic Plan Development:

A full implementation framework was created, including strategies to:

- Grow a four-season recreation and agri-tourism economy
- Diversify the tax base with light industrial and mixed-use nodes
- Modernize water and growth infrastructure
- Protect agricultural lands and rural character
- Support neighborhood-scale retail and employment centers

Deliverables Produced

- Complete Economic Development Strategic Plan (Dec 2025)
- Demographic and socioeconomic datasets
- Sales tax leakage tables and analysis
- Market and zoning assessment
- Stakeholder meeting summaries and SWOT
- Commercial node recommendations
- Implementation strategies and performance measures

Project Outcome

The project is fully complete. Willard City now has a data-driven, professionally prepared Strategic Plan that will guide economic development efforts, support infrastructure planning, and strengthen the City's long-term economic resilience.

ITEM 4b

RESOLUTION NO. 2026-13

A RESOLUTION OF THE WILLARD CITY CORPORATION ADOPTING THE WILLARD CITY ECONOMIC DEVELOPMENT STRATEGIC PLAN COMPLETED UNDER THE FY2024 RURAL COMMUNITIES OPPORTUNITY GRANT.

WHEREAS, the Willard City Corporation has prioritized long-term economic resilience, the strengthening of the local tax base, and the guidance of future commercial development aligned with the City's 2023 General Plan; and

WHEREAS, Willard City applied for and was awarded funding through the State of Utah's Rural Communities Opportunity Grant for Fiscal Year 2024 to complete a comprehensive Economic Development Strategic Plan; and

WHEREAS, the City retained the professional services of LRB Public Finance Advisors as the project consultant, who successfully completed the scope of work in December 2025; and

WHEREAS, the completed Economic Development Strategic Plan provides a data-driven framework, including socioeconomic analyses, sales tax leakage assessments, land-use evaluations of the 750 North/I-15 interchange, and actionable strategies to balance commercial growth with the protection of Willard's agricultural heritage and rural character; and

WHEREAS, the Willard City Council finds that adopting this Strategic Plan will serve the best interests of the health, safety, and general welfare of the residents and business community of Willard City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE WILLARD CITY CORPORATION, UTAH, AS FOLLOWS:

SECTION 1: Adoption. The Willard City Council hereby formally adopts the *Willard City Economic Development Strategic Plan* dated December 2025, to serve as an official guiding document for future infrastructure planning, land-use decisions, and economic development initiatives.

SECTION 2: Certification of Funds. The City Council acknowledges and certifies that all FY2024 Rural Communities Opportunity Grant funds were used exclusively for the professional consultant services required to complete this Plan, in strict compliance with the grant agreement.

SECTION 3: Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WILLARD CITY, STATE OF UTAH, on this 23rd day of July 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

ITEM 4c

Return to:
Willard City Recorder
80 W. 50 S.
Willard, UT 84302

DEFERRING PUBLIC IMPROVEMENTS AGREEMENT

RODNEY BRAEGGER AND DEBBIE BRAEGGER

We, Rodney Braegger and Debbie Braegger, Owners of the hereinafter-described real property in Willard City, Utah, on behalf of ourselves, our heirs, assigns, and successors do hereby grant unto Willard City Corporation, a body politic of the State of Utah, hereinafter referred to as Willard City, a covenant to run and attach to the following described real property:

LEGAL DESCRIPTION (See Exhibit "A")

In consideration for Willard City, a body politic of the State of Utah, allowing the above owner(s) to defer constructing certain required public improvements at this time, the property owner(s) agree to:

1. Construct the deferred improvements within sixty (60) days of the request from the Willard City Public Works Director, as authorized by the Willard City Council, at the property owner's own expense. Such deferred improvements shall include, but not be limited to:

Curb, gutter, and sidewalk.

All as required by Willard City as outlined in Willard City Public Works Standards.

2. In the event action is taken to create a special assessment area to install any of the deferred improvements abutting said property, the Owner(s) agree not to protest said district, and agree to give his/her full participation in such improvement district.
3. In the event that installation of the required improvements has not been completed to Willard City's satisfaction within the required time period after notice to the owners to make such installations, the owners, their successors, heirs, and assigns, of the above described real property do hereby give and grant to Willard City a lien on said land to secure performance of the covenant and agreement herein before specified and to secure the installation of said improvements, together with the payment of all costs which Willard City may incur in enforcing the provisions of this Agreement. Owners also do hereby understand and agree that until such required improvements are installed that Willard City shall not approve any building permit for the development of the property described in Exhibit A.
4. Upon satisfactory completion of improvements as outlined herein, Willard City shall release said lien placed against the property.

EXHIBIT A
LEGAL DESCRIPTION

All of the following described real property located in Box Elder County, State of Utah, to-wit:

(02-054-0022)

LOT 01, BROKE ASS RANCH SUBDIVISION. PART OF NE/4 OF SEC 27, T 08N, R 02W, SLB&M.

(02-054-0023)

LOT 02M BROKE ASS RANCH SUBDIVISION, PART OF NE/4 OF SEC 27, T 08N, R 02W, SLB&M.

Rodney Braegger
Rodney Braegger
Property Owner

Debbie Braegger
Debbie Braegger
Property Owner

STATE OF UTAH)
 :SS
COUNTY OF BOX ELDER)

On May 4, 2023, Rodney Braegger personal appeared before me,

____ Who is personally known to me
☒ Whose identity I proved on the basis of UTDL # 001358901
____ Whose identity I provide on the oath/affirmation of _____.

to be the signer of the above document, and he acknowledged that he signed it.



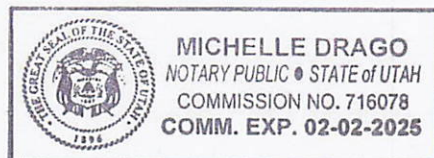
Michelle Drago
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF BOX ELDER)

On May 4, 2023, Debbie Braegger personal appeared before me,

____ Who is personally known to me
☒ Whose identity I proved on the basis of UTDL # 004545549
____ Whose identity I provide on the oath/affirmation of _____.

to be the signer of the above document, and he acknowledged that he signed it.



Michelle Drago
Notary Public

AFTER RECORDING, PLEASE RETURN TO:

Willard City Recorder
80 West 50 South
Willard, UT 84340

TEMPORARY EASEMENT AND ACCESS AGREEMENT

THIS TEMPORARY AND PERPETUAL EASEMENT AGREEMENT ("Agreement") is made and entered into this 3rd day of February, 2025, by Lindsey B Hansen, Trustee of the LBH Trust Agreement, dated April 27, 1994 ("Grantor"), Rodney A Braegger, an individual ("Braegger"), and Willard City Corporation ("City") Grantor and Grantees are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. Grantor owns certain real property located in Willard City, County of Box Elder, State of Utah, commonly identified as Parcel Number 02-054-0021 and consisting of approximately 6.90 acres of property.

B. Braegger owns certain real property situated directly west of the Grantor's property and of which Braegger is desiring to develop for residential dwelling(s). Braegger's property is identified as Parcel Number 02-054-0022 and consists of approximately 1.91 acres of property ("Braegger Property").

C. Consistent with City's Zoning and Land Use Code, the approval of Braegger's subdivision application and building permit are contingent on Braegger's compliance with City's land use and zoning ordinances and regulations.

D. Chapter 24.64.050(B) of City's Zoning and Land Use Code requires that any residential subdivision must provide two (2) distinct points of access to a public street.

E. Braegger's residential subdivision, identified as "Broke Ass Subdivision," currently does not have two (2) distinct points of access to a public street.

F. To provide a second point of access to a public street and to allow City to provide emergency services to Braegger's subdivision and to the public in the event of emergency, Braegger and City have obtained from Grantor, for good and valuable consideration, a temporary and perpetual easement ("Easement Area") referenced in Exhibit "A" and incorporated by reference herein, under the conditions described below.

AGREEMENT

1. Grant of Easement. Grantor grants and conveys to Braegger and City non-exclusive temporary easement and right-of-way over, across, and through the Easement Area on Grantor's property for ingress and egress of City's emergency vehicles and for vehicular traffic by the public

in the event of an emergency and necessity. Upon execution of this Agreement, Grantor shall execute and deliver to City a Grant of Easement in a form substantially the same as shown in Exhibit "A" hereto which Braegger shall record with the Box Elder County Recorder's Office.

2. Easement to Run with the Land. The Temporary Easement and the rights and obligations granted or created by this Agreement shall constitute covenants running with the land binding all those holding a fee, leasehold, or other interest in the properties and shall bind Grantor's and Braegger's successors and assigns.

3. Temporary Easement. This Agreement shall continue in perpetuity until such time as a distinct, second point of access to a public street exists, as determined by the City Planner in consultation with the City Engineer. It is anticipated that future development of "Broke Ass Subdivision" will facilitate and install a public road connecting "Broke Ass Subdivision" to 400 West or 500 West in Willard. Broke Ass Subdivision shall be the responsible party to construct and connect the public road to 400 West when future development extends 400 West to the edge of the subdivision's property. This road shall be a 20-foot-wide fire access road, built to fire code requirements using road base or equivalent materials suitable for emergency vehicle use, as determined by applicable regulations. Until such time, this Agreement shall be binding on the Parties hereto and their respective successors and assigns.

4. Use and Purposes. Braegger, for himself, for his successors and assigns, and for all present and future occupants of the Braegger Property, does hereby acknowledge, confirm, and agree, without limitation, that he will not make any use of the Easement Area which will unreasonably interfere with the Grantor's use of their property and the City's use of the Easement Area.

5. Maintenance. Grantor grants to Braegger, his successors and assigns, the right to enter the Easement Area for the purpose of improving, repairing, and maintaining the Easement Area. Braegger, his successors and assigns, shall personally be responsible for the maintenance of the easement area identified in Exhibit "A." Such maintenance shall include and not be limited to snow removal, repairs, improvements, and general upkeep such that emergency vehicles may have access twenty-four (24) hours a day, seven (7) days a week to the easement area. Braegger shall be responsible for applying a road base or other material on the Easement Area to allow for the use of City's emergency vehicles. Grantor and Braegger shall cooperate with the City in ensuring the Easement Area is fit for emergency vehicular use. Braegger shall be solely responsible for the costs associated with the upkeep and maintenance of the easement area. Braegger shall exercise his best efforts to protect any irrigation ditches and/or irrigation culverts in the easement area. The City's Fire Chief or other designee may inspect the Easement Area from time to time to determine the ongoing suitability of the Easement Area for the use of emergency vehicles. In the event the Fire Chief determines the Easement Area is not suitable as an access for emergency vehicles, the City will provide Braegger written notice of the defects to the Easement Area and Braegger shall have thirty (30) days to cure such defects to the satisfaction of the City and to ensure the Easement Area is suitable for emergency access use. In the event Braegger does not cure such defects the City may make such repairs and/or improvements as necessary, and Braegger shall be solely responsible and required to reimburse City for the costs incurred by the City.

6. Easement Clear of Obstructions. Grantor and Braegger will not fence the Easement Area and not erect any type of building, obstruction, barrier, or other improvement of any nature along the Easement Area which may hinder, or delay use of the Easement Area by the City. In the event Grantor or Braegger need to perform any repairs or maintenance which may impact City's use of the Easement Area, they will provide City with reasonable notice prior to the installation of such repairs and/or improvements.

7. Non-Dedication. The provisions of this Agreement shall not be deemed to constitute a dedication for public use or to create any rights in the public.

8. Indemnification. Braegger agrees to indemnify, hold harmless and agrees to defend Grantor and City for, from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring arising from this Agreement, caused by the active or passive negligence of Braegger, or the breach by Grantee of any of its obligations; provided, however, this indemnification does not apply to the extent any loss of life, injury to any person, or damage to any property is caused by the active or passive negligence of Grantor or City, or its respective agents, servants or employees.

9. Liens. Under no circumstances will Braegger permit any mechanic's lien, or other lien of any kind on the Grantor's property by anyone claiming by reason of any act or omission of Braegger, or any of its employees, agents, representatives, contractors, subcontractors, successors, or assigns, and Braegger agrees to indemnify, defend, and hold Grantor and City harmless for, from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments because of any such liens.

10. Remedies. Upon any violation or threatened violation by any Party of any of the terms, restrictions, covenants and conditions of this Agreement, the other Party will have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation or ask to have the Easement terminated in any court of competent jurisdiction. Except as otherwise provided, it is agreed that no breach of this Agreement will entitle any Party to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, any other rights or remedies which any Party may have by any breach of this Agreement. Besides all other remedies available at law or in equity, upon the failure of a defaulting Party to cure a breach within twenty (20) days following written notice thereof from the non-defaulting Party, the non-defaulting Party may perform such obligation in this Agreement on behalf of such defaulting Party and be reimbursed by such defaulting Party upon demand for the reasonable costs thereof. Notwithstanding the foregoing to the contrary, if the nature of the breach of this Agreement presents an immediate risk of damage to property, injury to persons, interruption of utility service or loss, obstruction or blockage of access, the prior notice requirement of this paragraph will not apply, and the non-defaulting Party will be authorized to try to minimize or eliminate such risk, and be reimbursed for the reasonable costs thereof as. Notice of such action will be given to the defaulting Party when reasonably practicable under the circumstances.

11. Notices. All notices, requests, demands and consents to be made to the Parties will be

in writing and will be delivered by (a) hand or (b) registered mail or certified mail, postage prepaid, return receipt requested, through the United States Postal Service to the addresses shown below or such other address which the Parties may provide to one another in accordance.

To Grantor: PO Box 488, Willard, UT 84340

To Braegger: 488 South Main, Willard City, UT 84340

To City: 80 West 50 South, Willard, UT 84340

Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

12. Severability. If any condition, covenant or other provision contained is held to be invalid or void by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other condition, covenant or other provision contained. If such condition, covenant or other provision will be deemed invalid due to its scope or breadth, such condition, covenant or other provision will be deemed invalid for the scope and breadth permitted by law.

13. Further Action. The Parties will execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

14. Counterparts. This Agreement may be executed in many counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise the same instrument.

THIS AGREEMENT IS EXECUTED as of the date written.

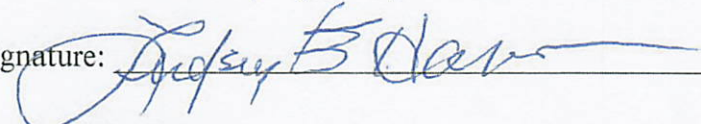
[Remainder of page left intentionally blank; signature page to follow]

GRANTOR:

DATED this 3rd day of February, ²⁰²⁵2024.

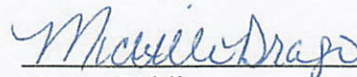
Lindsey B Hansen, Trustee of the LBH Trust, dated 04/27/94

Print: LINDSEY B. HANSEN

Signature: 

STATE OF UTAH)
 :SS
COUNTY BOX ELDER)

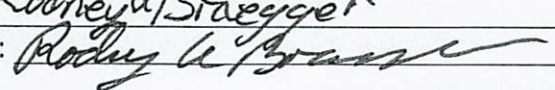
On this 3rd day of February, ²⁰²⁵2024, personally appeared before me Lindsey B Hansen, Trustee of the LBH Trust, dated 04/27/94 and executed the foregoing instrument.


Notary Public

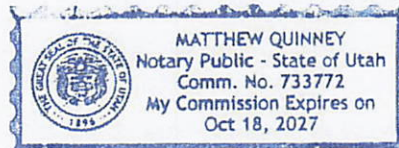
GRANTEE:

DATED this 29 day of January, ^{2025 RB}2024.

Rodney A Braegger, Grantee

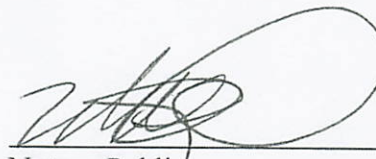
Print: Rodney A Braegger
Signature: 

STATE OF UTAH)
 :SS
COUNTY BOX ELDER)



On this 29 day of JANUARY, ²⁰²⁵2024, personally appeared before me Rodney A Braegger, and executed the foregoing instrument.




Notary Public

DATED this 29 day of JANUARY, ²⁰²⁵2024.

~~WILLARD CITY CORPORATION~~

By: 

Its: Mayor

STATE OF UTAH)
 :SS
COUNTY OF BOX ELDER)

On this 13th day of February, 2024⁵, personally
appeared before Travis Mote, Mayor of Willard City Corporation and executed the
foregoing instrument.

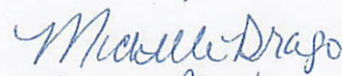

Notary Public



EXHIBIT A

Tax ID # 02-054-0021

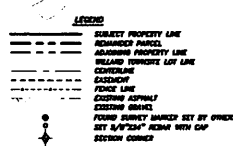
This temporary and perpetual easement shall be:

A 25.00-FOOT-WIDE EASEMENT BEING 25.00 FEET LEFT OF THE FOLLOWING DESCRIBED ALIGNMENT ACROSS A PORTION OF LINDSEY B. HANSEN TTEE PROPERTY, TAX ID NO. 02-054-0021 SITUATED IN THE NORTHEAST QUARTER OF SECTION 27, AND THE NORTHWEST QUARTER OF SECTION 26 TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LINSEY HANSEN TTEE PROPERTY LOCATED 711.93 FEET SOUTH 01 55'00" WEST AND 438.24 FEET SOUTH 88 17'50" EAST FROM THE NORTHEAST CORNER OF SAID SECTION 27 (BASIS OF BEARING IS THE NORTH LINE OF SECTION 26 WHICH BEARS SOUTH 89 03'30" EAST);

RUNNING THENCE NORTH 88 17'50" WEST 980.16 FEET ALONG THE
NORTH LINE OF SAID LINDSEY HANSENS TTEE PROPERTY TO THE WEST
RIGHT-OF- WAY LINE OF 400 WEST STREET AND THE TERMINUS OF THIS
EASEMENT.

WILLARD, BOX ELDER COUNTY, UTAH
A PART OF THE NORTHEAST QUARTER OF SECTION 27,
TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN



THE PURPOSE OF THIS SURVEY WAS TO CREATE A TWO LOT SUBDIVISION FROM PROPERTY TAX ID NO. 02-036-0003 AND TO ESTABLISH AND SET THE PROPERTY CORNERS AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY BOB BRADGORE, THE CONTROLLER USED TO ESTABLISH THE PROPERTY CORNERS WAS MOUNTAIN SHADOWS SUBDIVISION NO. 1, ENTRY NO. 1253791, THE OFFICIAL RECORD CITY PLAT AND G&SF'S 031060-7779 IS RECORDED IN THE CLERK OF THE COUNTY OF LOS ANGELES SURVEY DOCUMENTATION SURROUNDING SECTION 26 AND 27, T84, E12, S18AB.

THE BASIS OF BEARING IS THE NORTH LINE OF SAID SECTION 26 WHICH BEARS SOUTH 89°00'00" EAST, 124.00 FT. TO THE POINT OF BEGINNING, 100.00 FT. ALONG SAID N.E. QUARTER,

2. A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTH LINE OF KIM BRADGORD PROPERTY, TAX ID NO. 02-054-0190 LOCATED 504.19 FEET SOUTH 01°33'00" WEST AND 162.90 FEET NORTH 89°41'28" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 27 (BASIS OF BEARING IS THE NORTH LINE OF SECTION 26 WHICH BEARS SOUTH 89°03'30" EAST);

[illegible]

4. ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA, IN ACCORDANCE WITH TITLE 22, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT) AND BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE HEREBY SUBMITTED SAID TRACT INTO A TWO (2) LOTS, SHOWN HEREAFTER AS BROOKS ASS RANCH SUBDIVISION AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED AND SWORN TO before me on the 16th day of MARCH, 1973.

A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 3 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTH LINE OF KIM BRADGORD PROPERTY, TAX ID NO. 02-034-0019 LOCATED 104.19 FEET SOUTH 01°33'50" WEST AND 182.80 FEET SOUTH 80°14'28" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 27 (BASIS OF BEARING) IS THE NORTH LINE OF SECTION 26 WHICH BEARS SOUTH 80°57'30" EAST.

STATE OF UTAH)
COUNTY OF BOZ ELDER)

ON THIS 3 DAY OF May 1922, RACHEL M. MONTGOM, personally appeared before me, the undersigned Notary Public in and for said County of Boz Elder, in the State of Utah, the Signer of the aforesaid Declaration and Waiver, who duly acknowledged to me she signed it freely and voluntarily and for the purposes herein mentioned.

STATE OF UTAH
COUNTY OF BOX ELDER

ON THIS 3 DAY OF May 2022, THERESA A. HEATH, PERSONALLY
APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY
OF BOX ELDER, IN THE STATE OF UTAH, THE SIGNER OF THE ATTACHED CURRERS
COURTESY OF THE STATE OF UTAH, WHO DULY ACKNOWLEDGED TO ME SHE SIGNED IT
FREELY AND VOLUNTARILY AND FOR THE PURPOSES HEREIN SET FORTH.

THAT I HAVE HAD THIS PLAT EXAMINED AND FIND THAT IT IS CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THE WILLARD CITY OFFICE.

5/22 L. G. B. H.

DATE SIGNATURE

APPROVED AS TO FORM THIS 5TH DAY OF
MAY, A.D., 2022.

PRESENTED TO THE WILLARD CITY COUNCIL THIS 5th DAY
OF MAY A.D., 2022, AT WHICH TIME THIS

APPROVED THIS 5 DAY OF MAY 2022, BY THE WILLARD CITY PLANNING COMMISSION

STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND
FILED AT THE REQUEST OF Darlene Branger
DATE 5/9/2013 TIME 10:09 AM SS FEK 654.00
ABSTRACTED Rob Kead Am 1171

NOTES:

1. BUILD TO AVOID FLOODING.
2. THE SUBJECT PROPERTY DOES NOT FALL A F.E.M.A. FLOOD PLAIN.
3. ALL PUBLIC UTILITY EASEMENTS (P.U.E.) AT 15.00 FEET WIDE UNLESS NOTED OTHERWISE.



SCALE 1" = 80'

DEVELOPER:
BOB BRADGREN
688 WEST 2180 NORTH
LEHI, UTAH 84043
(801) 734-0008

HAI

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
530 North Main Street, Brigham, Utah 84302
Visit us at www.haiinc.net
Brigham City Office Las Vegas
(801) 733-0001 (702) 755-2275
Celebrating 50 Years of Business

100-727, No. 221377 © 1958 C. 1173
Printed in U.S.A. Page 1 of 11

ITEM 4d

A Website Platform for Small Municipalities - Easy-To-Use | Affordable | Supports ADA Compliance

YOUR PRICE

Price calculated by population: 2,500

Website Platform Subscription (\$159/mo)	\$1,908/yr
Text Message Service (27,500 texts)	\$1,500/yr
Total	\$3,408/yr

WEBSITE PLATFORM

Full municipal website — includes setup, design, basic data migration, hosting, and ongoing support.

Domain assistance included. Purchase your domain through a third-party provider (like GoDaddy) or apply for a free .gov domain. We'll help you connect it when your plan begins.

Includes unlimited website pages, and logo design (if needed).

BUILT-IN TOOLS

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> • Reservation Management • Custom Forms with Workflows • Map/Business Directory • AI Search • Searchable PDF Forms • Page Alerts • Property Listings • Videos | <ul style="list-style-type: none"> • Resource Folders • PDF Viewer • AI Chatbot • Resident Assistant • Payment Processing • Image Carousels • Quick Links • Private Pages | <ul style="list-style-type: none"> • Event & Meeting Calendars • People Directory • AI Text Editor • Notifications • News/Event/Job Posts • External Embeds • Ads • Public & Legal Notices |
|--|---|--|

CUSTOMER SUPPORT

Customer support available Monday – Friday, 8am–4pm CT.

Online training sessions, training guides, and video walkthroughs included.

Everything is designed, built, and managed in St. Charles, MO, USA.

PRICING NOTES

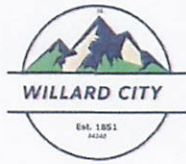
Price includes: Setup, design, hosting, ongoing support, and basic data migration.

Monthly pricing is available upon request. You save 20% when billed annually (discount reflected above).

Separate charge for Text Notification Services.

This quote is valid for 90 days from the date above.

ITEM 4e



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

July 7, 2026

Connex
1877 West 2800 South
Ogden, UT 84401

To Whom It May Concern,

This letter serves as formal written notice on behalf of Willard City regarding the Franchise Agreement executed on December 8, 2021. Pursuant to Section 3 of the Agreement, the initial five-year term is scheduled to expire on December 8, 2026.

In accordance with the requirements set forth in Section 3, this correspondence provides more than the mandated ninety (90) calendar days' written notice of the City's intent to terminate the current Franchise Agreement at the conclusion of its initial term. Accordingly, the current agreement will officially terminate effective December 8, 2026.

While Willard City is exercising its right to prevent the automatic eight-year renewal period from taking effect, the City highly values its partnership with Connex Company and the fiber optic internet infrastructure you provide to our community. Our objective is not to disrupt service, but rather to update and modernize the contractual terms to better align with current municipal frameworks and standards.

To that end, Willard City formally requests to enter into negotiations for a successor franchise agreement. We would like to schedule an initial meeting in the coming weeks to review proposed updates and establish a framework for a new agreement. Please let our office know your availability for a preliminary discussion.

Thank you for your continued service to Willard City and your cooperation in this transition.

Sincerely,

Travis Mote
Mayor, Willard City

FRANCHISE AGREEMENT

Connex Company, a Utah corporation, (Connex) desires to construct, maintain and operate a fiber optic internet service within the City of Willard (City); and

The City Council has determined that it is in the best interest of the citizens of the City to grant a franchise to Connex to use the roads and streets within the City for such purpose;

NOW, THEREFORE, the City Council ordains as follows:

1. **Grant of Franchise.** The City grants to Connex a nonexclusive franchise (Franchise) to construct, maintain and operate in the present and future roads, streets, alleys, highways and other public rights-of-way within City limits, including any property annexed or otherwise acquired by the City after the effective date of this Franchise, (collectively, Streets) a internet service through a fiber optic network to the City and its inhabitants for internet and other purposes. Connex shall have the right to erect, construct, equip and maintain along, over and under the Streets a system of mains, pipes, laterals and related equipment (Facilities) as are reasonably necessary for supplying internet service in accordance with this Franchise. The Franchise agreement is attached hereto and incorporated as Exhibit A.

2. **Consideration.** In consideration of this Franchise, Connex shall pay to City the sum of \$50.00 upon acceptance of this Franchise and shall provide internet service in accordance with the terms of this Franchise.

3. **Term.** This Franchise is granted for an initial term of five (5) years. At the expiration of the initial term, the Franchise shall continue in effect upon the same terms and conditions for up to two (2) additional terms (each of which is a renewal period) of eight (8) years each. The City may terminate the Franchise at the end of the initial term, or any renewal period by giving Connex written notice of the City's intent to so terminate not less than ninety (90) calendar days before the expiration of the initial term or any renewal period.

4. **Acceptance.** Within sixty (60) days after the passage of this ordinance, Connex shall file with the City an unconditional written acceptance of the Franchise declaring its acceptance of the Franchise and its intention to be bound by the terms and conditions of the Franchise.

5. **Construction and Maintenance of Facilities.** All Facilities shall be constructed and installed so as to interfere as little as possible with traffic over and public use of the Streets and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Streets. All Facilities shall be constructed in accordance with established internet system construction practices and in a manner which protects the Facilities from all traffic loads. All Facilities that are installed during the term of the Franchise shall be sited without unreasonable additional cost to Connex to be visually unobtrusive and to preserve the natural beauty and neighborhood aesthetics within the City limits.

6. **Compliance with Ordinances--Conflict.** Connex shall comply with all City ordinances, regulations and requirements and shall pay all applicable excavation fees and charges that are or may be prescribed by the City with respect to the construction, maintenance and operation of all Facilities. However, these obligations shall apply only as long as such ordinances, regulations, requirements or fees are not preempted by or otherwise in conflict with any applicable statutory or constitutional law, rule or regulation, or the tariffs approved by regulatory bodies having jurisdiction over Connex, including this Franchise and any lawful revisions made and accepted by Connex during the term of the Franchise.

The City shall have the right to inspect the construction, operation and maintenance of the Facilities to ensure the proper compliance with applicable City ordinances, regulations and requirements. In the event Connex should fail to comply with the terms of any City ordinance, regulation or requirement, the City shall give Connex written notice of such non-compliance and

the time for correction provided by ordinance or a reasonable time for correction if there is no applicable ordinance. After written notice and failure of Connexx to make correction, the City may either: (1) make such correction itself and Connexx shall be solely responsible for any cost incurred by the City to make such correction; or (2) revoke the Franchise. Nothing in this Franchise limits Connexx's right to oppose any ordinance, either existing, proposed, or adopted from and after the effective date of this Franchise.

7. **Information Exchange.** Upon request by either the City or Connexx, as reasonably necessary, Connexx and the City shall meet for the purpose of exchanging information and documents regarding construction and other similar work within the City limits, with a view towards coordinating their respective activities in those areas where such coordination may prove mutually beneficial. Any information regarding future capital improvements that may involve land acquisition shall be treated with confidentiality upon request to the extent that the City may lawfully do so.

8. **Relocation.** Upon written notice to Connexx, the City may require the relocation and removal or reinstallation (collectively, Relocation) of any Facilities located in, on, along, over, across, through, or under any of the Streets. After receipt of such written notice, Connexx shall diligently begin such Relocation of its Facilities as may be reasonably necessary to meet the City's requirements. The Relocation of Facilities by Connexx shall be at no cost to the City if (i) such request is for the protection of the public health, safety and welfare pursuant to lawful authority delegated to the City; (ii) the Facilities have been installed pursuant to this or any other Connexx franchise and not pursuant to a property or other similar right, including, but not limited to, a right-of-way, grant, permit, or license from a state, federal, municipal or private entity; and (iii) the City provides a new location for the Facilities. Otherwise, a Relocation required by the City pursuant

to such written notice shall be at the City's expense. Following Relocation of any Facilities, Connexx may maintain and operate such Facilities in a new location within City limits without additional payment. If a City project is funded by federal or state monies that include an amount allocated to defray the expenses of Relocation of Facilities, then the City shall compensate Connexx up to the extent of such amount for any Relocation costs mandated by the project to the extent that the City actually receives or is otherwise authorized to direct or approve payment of such federal or state funds.

Notwithstanding the preceding paragraph, Connexx shall not be responsible for any costs associated with an authorized City project that are not attributable to Connexx's Facilities in the Streets. Further, all such costs shall be allocated among all utilities or other persons whose facilities or property are subject to Relocation due to an authorized City project.

9. **Terms of Service.** Connexx shall furnish internet service without preference or discrimination among customers of the same service class at reasonable rates, in accordance with all applicable tariffs approved by and on file with regulatory bodies having jurisdiction over Connexx, including revisions to such tariffs made during the term of the Franchise, and in conformity with all applicable constitutional and statutory requirements. Connexx may make and enforce reasonable rules and regulations in the conduct of its business, may require its customers to execute a internet service agreement as a condition to receiving service, and shall have the right to contract with its customers regarding the installation and operation of its Facilities. To secure safe and reliable service to the customers, and in the public interest, Connexx shall have the right to prescribe the sizes and kinds of pipes and related Facilities to be used and shall have the right to refuse service to any customer who refuses to comply with Connexx's rules and regulations.

10. **Indemnification.** Connex shall indemnify, defend and hold the City, its officers and employees, harmless from and against any and all claims, demands, liens, liabilities, damages, actions and proceedings arising from the exercise by Connex of its rights under this Franchise, including its operations within City limits, and Connex shall pay the reasonable cost of defense plus the City's reasonable attorneys' fees. Notwithstanding any provision to the contrary, Connex shall not be obligated to indemnify, defend or hold the City harmless to the extent that any underlying claim, demand, lien, liability, damage, action and proceeding arises out of or in connection with any negligent act or omission of the City or any of its agents, officers or employees.

11. **Assignment.** Connex may assign or transfer its rights and obligations under the Franchise to any parent, affiliate, or subsidiary of Connex, to any entity having fifty percent (50%) or more direct or indirect common ownership with Connex, or to any successor-in-interest or transferee of Connex having all necessary approvals, including those from the Utah Public Service Commission or its successor, to provide utility service within the City limits. Otherwise, Connex shall not transfer, assign or delegate any of its rights or obligations under the Franchise to another entity without the City's prior written approval, which approval shall not be unreasonably withheld or delayed. Inclusion of the Franchise as an asset of Connex subject to the liens and mortgages of Connex shall not constitute a transfer or assignment requiring the City's prior written consent.

12. **Effect of Invalidity.** If any portion of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of any remaining portions of this Franchise.

13. **Amendment.** This ordinance shall not be altered or amended without the prior written consent of Connex.

14. **Effective Date.** This ordinance shall become effective upon the date of acceptance by Connex as established above.

DATED this 8th day of December 2021.

ATTEST:

WILLARD CITY

Suzanne K. Bray
City Recorder

By: *Kenneth Brægger*
Mayor Kenneth Brægger

CONNEX COMPANY

By: David Brown
Its: *David Brown*

ITEM 4f

NON-EXCLUSIVE PUBLIC ROW FRANCHISE AGREEMENT

This Non-Exclusive Public ROW Franchise Agreement ("Agreement") is by and between **The City of Willard**, a city organized and existing under the laws of the State of Utah ("City"), and **Forged Fiber 37, LLC** ("Franchisee").

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way in City ("Public ROW").
- B. Franchisee desires, and City desires to permit Franchisee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("Network") for the purpose of offering communications services ("Services"), including wholesale broadband transmission service to Internet Service Providers ("Broadband Internet Services"), but excluding multichannel video programming services that would be subject to a video services franchise, to residents and businesses in City ("Customers").
- C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("Network Facilities").

AGREEMENT

In consideration of the mutual promises made below, City and Franchisee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. Pursuant to the terms of this Agreement and the exhibits thereto (which are incorporated into and made part of this Agreement), City grants Franchisee permission to use and occupy the Public ROW (the "Franchise") for the purpose of constructing, installing, repairing, maintaining, operating, and, if necessary, removing the Network and the related Network Facilities (the "Work"). This Agreement and the Franchise do not authorize Franchisee to use any property other than the Public ROW as agreed herein. Franchisee's use of any City owned property, including poles and conduits, will be governed under a separate Agreement regarding that use. In accordance with the City's standard policy for communications providers in the City, additional terms and conditions with respect to Franchisee's use and occupancy of the Public ROW to perform the Work are set forth on Exhibit A hereto.

- 1.2. Subject to Federal, State and Local Law. This Agreement and the Franchise are subject to City's valid authority under federal, state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. In the event of a material conflict between the terms of local law and the applicable provisions of this Agreement, the applicable provisions of this Agreement will prevail. Federal law is paramount.
 - 1.3. Subject to City's Right to Use Public ROW. This Agreement and the Franchise are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
 - 1.4. Subject to Pre-Existing Property Interests. City's grant of the Franchise is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, superior claims of title or other property interests that may affect the Public ROW, in addition to those uses permitted by the Willard Municipal Code. Franchisee will obtain at its own cost and expense any required permission or rights as may be necessary to accommodate such pre-existing property interests, so long as such pre-existing interests do not contravene state or federal law.
 - 1.5. No Grant of Property Interest. The Franchise does not grant or convey any property interest.
 - 1.6. Non-Exclusive. The Franchise is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("Person"), as well as the right in its own name as a City, to use Public ROW for similar or different purposes allowed Franchisee under this Agreement.
2. Franchisee's Obligations.
- 2.1. Fees. For and in consideration of the Franchise, Franchisee shall pay [to be determined].

- 2.2. Individual Permits Required. Franchisee will obtain City's approval of required individual encroachment, construction, excavation, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Franchisee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.
- 2.3. Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense, or with any local, State or Federal grants and other funding that may become available to Franchisee.
- 2.4. Compliance with Laws. Franchisee will comply with all applicable laws and regulations when performing the Work. Franchisee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City.
- 2.5. Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater.
- 2.6. No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition.
- 2.7. Repair. Franchisee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Franchisee's Work and no other Person is responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by applicable law). Franchisee will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Franchisee's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.
- 2.8. As-Built Drawings and Maps. Franchisee will maintain accurate as-built drawings and maps of its Network Facilities located in the Public ROW and will provide them to City upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.

2.9. Network Design. Nothing in this Agreement requires Franchisee to build to all areas of City, and Franchisee retains the discretion to determine the scope, location, and timing of the design and construction of the Network Facilities.

3. City's Obligations.

Notwithstanding City's obligation as outlined in Section 3 of this Agreement, Franchisee's use of Public ROW or City property shall be conducted in a manner consistent with lawful and applicable public easement rights.

3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City and/or other public utilities may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. City and any affected public utility will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, City and any other public utility benefitting from this provision will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse City and any affected public utility for its actual, reasonable, and documented costs or expenses incurred for any such emergency work, the direct cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Franchisee's obligation to reimburse City and any affected public utility under this section will be separate from Franchisee's obligation to reimburse City for any other reasonable expense City may incur.

3.2. Relocation to Accommodate Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with planned use of the Public ROW or City property of the City of Willard, the State of Utah, or any other political subdivision (as defined by the IRS) for any governmental purpose as reasonably determined by the City, Franchisee will, upon written notice from any of the foregoing entities, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the governmental purpose and Franchisee's interest in maintaining the integrity and stability of its Network. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City or any

such public entity may not require Franchisee to relocate or remove its Network Facilities with less than sixty (60) days' notice.

3.3. Relocation to Accommodate Non-Governmental Purposes. If Franchisee's then-existing Network Facilities would interfere with a third-party's use of the Public ROW, Franchisee will not be required to relocate its Network Facilities unless the City reasonably determines, and substantiates in writing to Franchisee, that a failure to relocate Network Facilities will result in a significant and material detriment or financial loss to the citizens of the City of Willard. In that event, Franchisee shall be entitled to reimbursement of its reasonable costs and expenses incurred in relation to the relocation of its Network Facilities. If there is a dispute between Franchisee and the affected third party, City will attempt to mediate the dispute between the parties so as to avoid or mitigate unreasonable delays.

3.4. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Franchisee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to the same or similar conditions existing prior to the Franchisee's construction.

4. Contractors and Subcontractors.

4.1. Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf.

4.2. Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law.

4.3. Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to City on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to City. City will accept permit applications under this Agreement submitted and signed by Authorized Individuals and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Defense and Indemnity.

- 5.1. Obligations. Franchisee will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Franchisee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the gross negligence or willful misconduct of Franchisee or its contractors arising from this Agreement ("Third Party Legal Proceeding").
- 5.2. Exclusions. Section 5 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.
- 5.3. Conditions. Section 5.1 (Obligations) is conditioned on the following: (a) City making its best efforts to promptly notify Franchisee in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Franchisee's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Franchisee, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
6. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.
7. Security Bond. Franchisee will provide City with a performance bond in the amount of [to be determined] as security.
8. Insurance.
- 8.1. In addition to the bond, the Franchisee shall at all times have in full force and effect a policy of liability insurance in the minimum amount of [to be determined] for the injury or death of any number of persons per occurrence and [to be determined] for property damage per occurrence. Such coverage shall name the City of Willard as

an additional insured, as its interests may appear, for all acts and omissions of Franchisee, its agents and contractors arising out of or in any way connected with the Franchise and its use and occupation of the public right of way. All such policies and certificates of insurance shall be issued by companies authorized to be business in the state of Utah and shall be approved by the City of Willard, prior to the commencement of such use and provide that any such policy shall not be cancelled until thirty (30) days written notice of such cancellation shall have been filed with the City Clerk. Any termination or lapse of such insurance will automatically revoke any permit issued pursuant to this Franchise.

9. Term. This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any required implementing ordinance becomes effective in accordance with its terms and state law ("Effective Date"). The Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date ("Original Term"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive ten (10) year terms (each a "Renewal Term") unless a party provides at least ninety (90) days' prior written notice to the other party of its intent not to renew.

10. Termination.

10.1. Termination by City. City may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that City must first provide Franchisee written notice of the breach and one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Franchisee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

10.2. Termination by Franchisee. Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

11. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

11.1. Notwithstanding the foregoing, Franchisee may at any time, on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

11.1.1 . to any Affiliate (as defined below) of Franchisee;

11.1.2. to any successor in interest of Franchisee's business operations in City in connection with any merger, acquisition, or similar transaction if Franchisee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

11.1.3. to any purchaser of all or substantially all of Franchisee's Network Facilities in City if Franchisee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

11.2. Following any assignment of this Agreement to an Affiliate, Franchisee will not remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

12. Notice. All notices related to this Agreement will be in writing and sent, if to Franchisee to [insert email address], and if to City, to the City [fill in]. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

13. General Provisions. This Agreement is governed by the laws of the state of Utah. Neither party will be liable for failure or delay in performance to the extent caused by

circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement constitutes the entire agreement between the parties related to this subject matter, and any change to its terms, including, but not limited to, amendments or modifications, must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Franchisee may use electronic signatures.

14. Approval. This Agreement shall not be effective until the execution of this Agreement by the City has been approved by resolution of its City Council.
15. Non-discrimination. Franchisee will comply (and similarly require compliance by contractors from time to time used or hired to plan, construct or maintain Network Facilities pursuant to this Agreement) with applicable federal, state, and local laws with respect to prohibitions against discrimination on the basis of race, color sex, age, disability, political or religious opinions, affiliations or national origin.
16. Reservation of Rights. The parties expressly reserve any rights either of them may have under state or federal law concerning the subject matter of this Agreement and further agree that by execution and performance of this Agreement, neither party shall be deemed to have waived any such rights.
17. Severability. If any part of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of this Agreement will remain in effect.

[Signature page follows]

Signed by authorized representatives of the parties on the dates written below.

Forged Fiber 37, LLC

Name: _____

Title: _____

Email: _____

Address:

311 S. Akard Street, 21st Floor

Dallas, TX 75202

Date:

EXECUTED this ____ day of _____, 2025.

ATTEST:

Date

CITY OF WILLARD, a Municipal Corporation

By _____
Mayor Date

APPROVED AS TO FORM:

Deputy City Attorney Date

ITEM 7

Willard City Council

Meeting Minutes

June 25, 2026, 6:30 PM

1. Call to Order

Mayor Travis Mote called the Willard City Council meeting of June 25, 2026, to order at 6:30 PM at the Willard City Offices.

a. Invocation

The invocation was offered by Mayor Travis Mote.

b. Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Jacob Bodily.

c. Conflict of interest declaration

No conflicts of interest were declared.

2. Public Presentation

The public comment period was opened. No substantive public comments were received. The public comment period was closed.

3. Planning Commission Report

Planning Commission Member Ken Ormond reported on the most recent Planning Commission meeting. Items discussed included a proposed amendment to zoning codes 24-01-16 and 24-44-51 relating to lot frontage, requiring all lots to have 100-foot frontage on any road, including corner lots. The Commission reviewed and passed the amendment, with formal documentation expected to be forwarded to the Council within a week or two. Regarding conditional use permits (CUPs), the CUP for Brian Gilbert was deemed unnecessary as the ADU in question was already covered under existing provisions. Three additional CUPs were tabled as City Planner Madison Brown was still working on them. Member Ormond noted the meeting concluded in 38 minutes.

4. New Business

a. Public Hearing to receive public comments regarding Resolution No. 2026-08, a Resolution of the City Council of Willard City Adopting the Final Operation and Capital Budgets for Willard City for Fiscal Year 2026-2027

Motion to open the public hearing was made by Councilmember Bodily and seconded by Councilmember Braegger. The motion carried unanimously.

The public hearing was open. No substantive public comments were received.

Motion to close the public hearing was made by Councilmember Braegger and seconded by Councilmember Bodily. The motion carried unanimously.

b. Action Item: Discussion/Approval of Resolution No. 2026-08, a Resolution of the City Council of Willard City Adopting the Final Operation and Capital Budgets for Willard City for Fiscal Year 2026-2027

The Council discussed the proposed FY 2026-2027 budget. Mayor Mote raised a concern regarding the sustained growth of the police budget, noting year-over-year increases of approximately 19%, 16%, 13.9%, 25%, and a proposed 9% increase in the current year — all significantly above the city's population growth rate of 2–5% annually and general inflation. He acknowledged the importance of maintaining quality police services but expressed the need to contain that budget going forward.

Councilmember Braegger agreed, suggesting the city had been proactively staffing up in anticipation of future growth, but that the rate of increase may need to moderate. Police Chief Theron Fielding noted that the budget increases were driven primarily by salary adjustments to remain competitive, and that vehicles had not been budgeted this year, though an aging Explorer and a Chevrolet approaching 100,000 miles were anticipated in next year's budget. Chief Fielding also mentioned the potential for cost grants covering 75% of wages for new officers in their first two years as a tool for managing future budget impacts.

Councilmember Christensen noted that a small sewer-related budget amendment would be forthcoming, though that was not seen as a reason to delay approval of the budget as presented.

Motion to approve Resolution No. 2026-08, adopting the Final Operation and Capital Budgets for Willard City for Fiscal Year 2026-2027, was made by Councilmember Bodily and seconded by Councilmember Christensen. Roll call vote: Hulsey – Yes; Christensen – Yes; Braegger – Yes; Bodily – Yes. Motion carried 4-0.

c. Action Item: Discussion/Approval of Willard City current Fiscal Year 2025-2026 Proposed Budget Amendments dated June 30, 2026

City Finance Representative Corey Urie walked the Council through the proposed FY 2025-2026 budget amendments. He explained that most amendments reflected variances between budgeted and actual figures across several funds:

In the General Fund, revenues from property tax, sales in use tax, and road tax came in higher than anticipated, while fees in lieu came in lower. A line item of \$35,000 for street cuts (account 10-34-2-20) was added as it had not been originally budgeted, representing fees paid by residents and developers for excavation and street restoration. On the expenditure side, a \$25,000 increase in professional fees (account 10-43-3-10) represented a reclassification of costs previously budgeted under the Parks Department, moved to the Administrative Department.

In the Capital Projects Fund, a \$50,000 increase to the gain on sales of assets reflected more proceeds from asset sales than anticipated. In the Water Fund, increased hydrant meter rental activity drove additional miscellaneous revenue. In the Sewer Fund, more impact fees were collected than projected, and bank fees also exceeded expectations.

When asked about the overall fiscal year performance, Urie indicated that revenues were estimated to come in slightly under budget in aggregate, though several departments — including the court, administration, government buildings, police, fire, streets, and parks — were tracked under budget on expenses. Planning and zoning were the only departments estimated to run slightly over budget. The Capital Projects Fund was projected to have more revenue (primarily from interest) and lower costs. The Water Fund was projected with slightly higher total revenue due to impact fees, and the Sewer Fund revenues came in under due to a rate increase that only took effect partway through the year rather than for a full year.

Motion to approve the Willard City current Fiscal Year 2025-2026 Budget Amendments was made by Councilmember Bodily and seconded by Councilmember Christensen. The motion carried unanimously.

d. Action Item: Discussion/Approval of Resolution No. 2026-10, a Resolution of the City Council of Willard City, Utah Adopting and Certifying the Property Tax Rate for Fiscal Year 2026-2027

The Council was advised that there was no change to the property tax rate. Brief discussion took place regarding the mechanics of the certified tax rate process.

Motion to approve Resolution No. 2026-10, adopting and certifying the property tax rate for Fiscal Year 2026-2027, was made by Councilmember Bodily and seconded by Councilmember Braegger. Roll call vote: Hulsey – Yes; Christensen – Yes; Braegger – Yes; Bodily – Yes. Motion carried 4-0.

e. Action Item: Continued Discussion/Approval of Resolution No. 2026-09, a Resolution of the Willard City Council Approving the Employer Pickup of Member Contributions for the Tier 2 Public Safety and Firefighter Retirement System

The Council confirmed that this item had been tabled from the previous meeting pending confirmation that the related costs were adequately reflected in the FY 2026-2027 budget. Finance Representative Urie confirmed that retirement budget line items across all applicable departments had been increased with the pickup election in mind, and that the amounts were considered reasonable. The Council expressed satisfaction that the budget was now in place to support this resolution.

Motion to approve Resolution No. 2026-09, approving the employer pickup of member contributions for the Tier 2 Public Safety and Firefighter Retirement System, was made by Councilmember Braegger and seconded by Councilmember Bodily. Roll call vote: Hulsey – Yes; Christensen – Yes; Braegger – Yes; Bodily – Yes. Motion carried 4-0.

Finance Representative Urie also presented the annual Fraud Risk Assessment as required by the State of Utah. No action was required. He reported that the city scored 325 out of a possible 395 points, placing it comfortably in the "low risk" category. He noted that policies for conflict of interest, procurement, ethical behavior, travel, purchasing cards, and IT security are in place, and that licensed accounting professionals are part of city management. He identified two areas for potential improvement to reach a "very low" risk rating: designating a formal audit committee and ensuring that introductory ethics training certificates for governing body members are completed and kept on file. Councilmember Braegger noted that the training is available through the state auditor's website. City Attorney Amy Hugie confirmed that an annual ethics statement is also required. The Council was encouraged to complete the training and provide copies to the City Recorder for record-keeping purposes.

f. Action Item: Discussion/Approval of the Perry/Willard Wastewater Treatment Plant Budget

Councilmember Christensen presented the Perry/Willard Wastewater Treatment Plant budget on behalf of the joint sewer board. He noted some discrepancy between the figures he had discussed at the most recent sewer board meeting — which contemplated an amendment of approximately \$20,000 for equipment and oil supplies — and the budget document circulated, which appeared to reflect a larger variance and included both FY 2025-2026 amendments and FY 2026-2027 projections.

Specific items discussed for the FY 2026-2027 budget included \$17,331 for IFAS (Integrated Fixed-Film Activated Sludge) repair and parts, \$7,000 for gear oil supplies, and \$4,000 for IFAS gearbox oil — reflecting equipment and maintenance needs that had not been previously accounted for. Maintenance Supervisor Payden Vine emphasized the urgency of addressing gear oil changes, noting that the lack of regular oil changes was causing premature wear on gearboxes. Discussion also touched on the step screen bilow replacement, estimated at approximately \$15,000 but anticipated to last over 15 years, which would reduce recurring annual maintenance costs of roughly \$5,000 per year.

Councilmember Braegger noted the budget figures were higher than anticipated relative to Willard's contribution in the prior year (approximately \$266,000 amended), rising to an estimated \$299,000 in FY 2026-2027. The Council acknowledged that some follow-up clarification with the Perry City finance contact would be needed, and that a budget amendment may be necessary once final numbers are confirmed. The Council noted that state law requires these budgets to be approved by fiscal year-end.

Motion to approve the Perry/Willard Wastewater Treatment Plant Budget was made by Councilmember Braegger and seconded by Councilmember Bodily. Roll call vote: Hulsey – Yes; Christensen – Yes; Braegger – Yes; Bodily – Yes. Motion carried 4-0.

5. Next Meeting Agenda – July 9, 2026

Mayor Mote noted that the next regular meeting is scheduled for July 9, 2026, and that he would again be out of the area that week.

6. Upcoming Events: 4th of July Celebration

The Council discussed preparations for the Fourth of July celebration. Councilmember Christensen confirmed he would read a patriotic poem at the program. Regarding event booths, City Recorder Diana Mund reported that booth coordinator Marjorie Ross had the younger volunteers covered but still needed four adults (age 15 and older) to assist from approximately 10:00 AM to noon. Councilmember Braegger and Mayor Mote volunteered to assist with the booth. The mayor committed to recruiting additional help from within the community, including young men to assist with breakfast service.

Mayor Mote noted that several long-time volunteers who have supported the celebration for many years are beginning to step back and suggested that after the summer — around October — the Council should consider forming a community committee to help reinvigorate the Fourth of July event and ensure its continuity in future years. Councilmember Braegger acknowledged that much of the effort has historically come from South Willard residents as well, and that broader community involvement should be considered.

7. Approval of June 11, 2026, Meeting Minutes

Motion to approve June 11, 2026, meeting minutes were made by Councilmember Bodily and seconded by Councilmember Christensen. The motion carried unanimously.

8. Staff Reports

a. Public Works

No formal report. Public Works indicated readiness for the Fourth of July.

b. Police Department

Police Chief Theron Fielding and Fire Chief Van Mund provided a brief report on a small plane crash that occurred on the west side of the mountain near the skyline trail above McGuire's pit, at approximately 9,000 feet elevation. The incident was investigated with assistance from a UPS helicopter, which flew the area near midnight and confirmed a single fatality. The pilot was reportedly a student pilot on a solo flight from Salt Lake City to Idaho Falls. Recovery operations were conducted the following day by county and UPS personnel. Chief Fielding noted the crash was determined to be in the county's jurisdiction. Mayor Mote expressed appreciation for the emergency notification text system coordinated by Officer Jordan Harper.

c. Fire Department

Fire Chief Van Mund provided an extensive report on current fire conditions and the upcoming Fourth of July fireworks situation considering the Governor's executive order on fire restrictions.

Chief Mund clarified that the Governor's order does not grant authority to ban fireworks within municipalities so that the authority remains with the municipality. The city's existing ordinance (passed in 2023) restricts certain activities on the east side of Highway 89 annually from June 1 through October 1. Under the Governor's executive order, the city has the authority — jointly exercised by the Mayor and Fire Chief — to designate a specific area within the municipality where legally licensed fireworks will be permitted for the July 2nd through 5th period; all areas outside of that designated zone would be subject to the state forester's restrictions.

Discussion centered on defining the allowable fireworks area as a zone bounded roughly by 600 North to the north, 600 South to the south, and 400 West to the west, with the east side of Highway 89 remaining fully prohibited. Chief Mund and Chief Fielding noted the current zone boundaries may be adjusted slightly and would be refined.

City Attorney Amy Hugie reviewed the existing fireworks ordinance, confirming that cutting, welding, and grinding metal in areas of dry vegetation is already prohibited, and that violations are punishable as a Class B misdemeanor. She indicated that for the specific July 2nd–5th window, the Mayor and Fire Chief have the authority to designate the allowable area under the executive order framework without requiring a full council vote. However, for any broader or extended restrictions beyond that window — such as the 24th of July — a council action would be needed.

Chief Mund also noted that stage 2 fire restrictions on state and unincorporated lands were likely imminent, which would prohibit campfires even in designated fire rings and require permits for cutting and welding outside of enclosed structures. He expressed concern about open pit fires on the east side of town and indicated those should also be addressed in the city's communications.

The Council agreed on a plan: City Planner Madison Brown would attend a League of Cities/State Forestry Zoom webinar at 9:30 AM the following morning to obtain precise guidance on the process and required notification to the state forester. A special emergency council meeting was tentatively scheduled for Monday, June 29, 2026, at 6:00 PM to formally adopt the necessary restrictions. Once enacted, the information would be disseminated through Facebook, the city's water bill email list, and potentially through the CERT calling tree. Chief Mund also proposed distributing printed notices to all approximately 854 residences, potentially with scout or CERT assistance.

Regarding the fireworks display itself, Chief Mund indicated he would assess wind conditions to determine whether the existing launch site remains appropriate or whether an alternative location should be considered. The July 24th fireworks situation was noted as "to be determined" pending conditions closer to that date.

d. City Manager

No report. The City Manager was not in attendance.

e. City Planner

City Planner Madison Brown reported that the Bear River Association of Governments (BRAG) had contacted the city regarding its participation in the regional hazard mitigation plan, to which Willard City agreed by resolution in 2017. BRAG requested to review the city's flood ordinance; the city currently has a sensitive areas ordinance that addresses flood-related matters in limited scope but does not have a standalone flood ordinance. Brown indicated she would meet with the emergency coordinator, Larry Holmes, to respond to BRAG's questionnaire. The Council directed Brown to first determine what specifically BRAG requires the city to have and then return with a recommendation on whether to expand the existing sensitive areas ordinance or draft a separate flood hazard ordinance. Councilmember Braegger noted that the Box Elder County Flood Control District could provide relevant study data for problem areas, including the Willard Creek floodplain corridor.

f. City Attorney

City Attorney Hugie noted that the fireworks and fire restriction topic had been addressed under the Fire Department staff report.

g. City Recorder

City Recorder Diana Mund had no formal report.

9. Council Member Reports

a. Jacob Bodily

No report.

b. Rod Mund

No report, as he was absent

c. Mike Braegger

Councilmember Braegger noted he had recently observed the Beaver Fire near the Tusher Mountains while traveling, describing extensive fire burning across the ridge tops and expressing concern for the cabins and

homes in that area. He noted that similar conditions, if they occurred in Willard's foothills, could spread rapidly toward Mantua. Several citizens had also contacted him expressing fire-related concerns.

d. Rex Christensen

Councilmember Christensen reported that Subway has been closed inside of Flying J, and will be adding showers, bathrooms, and expanded food services. This will result in some additional flow into the sewer system, though the impact is expected to be metered and manageable. He also reported that the Perry-Willard joint sewer board has formally renamed the facility the Perry-Willard Regional Water Reclamation Facility, reflecting a shift in branding from "wastewater treatment plant" to "water reclamation facility." He confirmed the name change involves no significant financial cost beyond a state permit name update.

e. Jordan Hulsey

No report.

10. Mayor's General Correspondence and Information

Mayor Mote noted ongoing coordination around the Fourth of July, and the forthcoming emergency council meeting related to fire restrictions. He also noted that a flag installation on the local peak is being coordinated by Josh Braegger, anticipated for the coming Saturday.

11. Adjourn

Motion to adjourn was made by Councilmember Bodily and seconded by Councilmember Christensen.
The motion carried unanimously.

The meeting was adjourned.

Minutes prepared by the Office of the City Recorder, Willard City Corporation. Diana Mund, City Recorder