



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, September 10, 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 proposed resolution to amend the Willard City Prevailing Fee Schedule.

5. New Business

- a. **Action item: Discussion/Approval of Resolution 2026-06 Ratifying prior zoning map amendments and adopting a corrected official Zoning Map.**
- b. **Discussion/Approval of Ordinance 2026-13 Adopting an amendment to the future land use map of the Willard City General Plan.**
- c. **Discussion/Approval of Resolution 2026-14 Subdivision Water Improvement Agreement for Third Party Improvements for Mountain Bay Subdivision.**
- d. **Discussion concerning The Open and Public Meetings Act – Amy**

6. Next Meeting Agenda –September 24, 2026

7. Upcoming events:

8. Approval of August 13, 2026, Meeting Minutes

9. Staff Reports

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

/s/ Diana Mund
City Recorder

WILLARD CITY RESOLUTION 2026-06

**A RESOLUTION RATIFYING PRIOR ZONING MAP AMENDMENTS AND
ADOPTING A CORRECTED OFFICIAL ZONING MAP**

WHEREAS, the Willard City Council is authorized to adopt and amend the Official Zoning Map; and

WHEREAS, the Willard City Council has, from time to time, adopted ordinances amending the zoning classification of various properties within the City; and

WHEREAS, certain zoning map amendments approved by ordinance were not accurately incorporated into the City's official zoning map; and

WHEREAS, the City has conducted a review of prior zoning ordinances adopted between 2016 and 2026 and determined that the official zoning map should be corrected to accurately reflect zoning classifications previously approved by the City Council; and

WHEREAS, the corrected Official Zoning Map is intended to serve as the City's official zoning map going forward and to accurately depict all zoning classifications previously adopted by ordinance and currently in effect within the City; and

WHEREAS, the Willard City Planning Commission reviewed the proposed corrected Official Zoning Map, conducted a public hearing on July 16, 2026 as required by law, and forwarded a positive recommendation to the City Council; and

WHEREAS, the City Council finds that adoption of a corrected zoning map will promote clarity, consistency, and the accurate administration of the City's land use regulations; and

WHEREAS, the City Council intends by this Resolution to ratify and memorialize prior legislative actions and not to approve any new zoning map amendments or changes in zoning classification.

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

SECTION 1. Findings

The foregoing recitals are adopted and incorporated herein as findings of the City Council.

SECTION 2. Adoption

The City Council hereby approves and adopts the corrected Official Zoning Map attached hereto as Exhibit A and incorporated herein by reference. The corrected Official Zoning Map is intended solely to reflect zoning classifications previously approved by ordinance and does not constitute approval of any new zoning designation, zoning map amendment, or rezone.

SECTION 3. Severability

If any provision of this resolution is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 4. Effective Date

This Resolution shall take effect immediately upon adoption.

SECTION 5. Direction

Staff are authorized and directed to make non-substantive changes and take other actions necessary to finalize, maintain, post, and publish this resolution and the Official Zoning Map.

PASSED AND ADOPTED by the Willard City Council on this _____ day of September.

Hulsey Yes _____ Nay _____ Absent _____

Christensen Yes _____ Nay _____ Absent _____

Braegger Yes _____ Nay _____ Absent _____

Mund Yes _____ Nay _____ Absent _____

Bodily Yes _____ Nay _____ Absent _____

ATTEST:

WILLARD CITY:

BY: _____

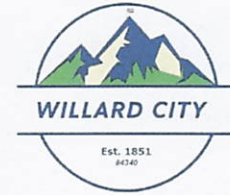
City Recorder

Mayor Travis Mote

Planning Commission Staff Report Map Corrections

June 2, 2026

Madison Brown, Planner



Applicant: City-Initiated Amendment

Agenda Item: Review and discuss proposed corrections to the Willard City Zoning Map referenced in 24.40.020 of the Willard Zoning Code.

Background

Staff identified discrepancies between the Zoning Map, Future Land Use Map, and prior legislative actions. During a review of historical rezones and map amendments, it was discovered that certain parcels were unintentionally left out of map updates, while others were included by mistake. Consequently, portions of the city's maps no longer accurately reflect approved ordinances and land use decisions. Resolution 2026-06 proposes amendments to ensure the Zoning Map and the Future Land Use Map accurately reflect previously adopted ordinances and land use decisions.

Staff reviewed the last ten years of rezone applications and ordinances to carefully inspect all parcel numbers and ensure the correct parcels were included in the map adjustments. Certain parcels were incorrectly changed, so they are being corrected to the previous zone designation.

Staff also reviewed the Future Land Use map within the General Plan to ensure the City's desired growth and development plans were being followed.

Findings

- Staff reviewed rezone ordinances and map amendments adopted between 2016 and 2026.
- Multiple parcels were found to be inconsistent with previously adopted zoning and land use decisions.
- Corrections are necessary to ensure the official Zoning Map accurately reflects adopted ordinances.
- Amendments to the Future Land Use Map are necessary to improve consistency between the General Plan and the City's Zoning regulations.
- Amendments to the General Plan require a public hearing and City Council approval.

Staff Proposed Amendments

The following updates were made by staff:

Zoning Map

Parcel	Current Designation	Proposed Designation	Ordinance
02-052-0055	A5	PUD	2010-B
02-052-0056	A5	PUD	2010-B
02-052-0057	A5	PUD	2010-B
02-052-0058	A5	PUD	2010-B
02-052-0059	A5	PUD	2010-B
02-052-0059	A5	PUD	2010-B
02-052-0060	A5	PUD	2010-B
02-052-0061	A5	PUD	2010-B
02-052-0062	A5	PUD	2010-B
02-052-0085	A5	PUD	2010-B
02-052-0086	A5	PUD	2010-B
02-052-0103	A5	PUD	2010-B
02-052-0102	A5	PUD	2010-B
02-052-0101	A5	PUD	2010-B
02-052-0100	A5	PUD	2010-B
02-052-0099	A5	PUD	2010-B
02-052-0098	A5	PUD	2010-B
02-052-0097	A5	PUD	2010-B
02-047-0101	OWT	C-N	2018-A
02-038-0073	PUD	R 1/2	2026-09
02-038-0072	PUD	R 1/2	2026-09
02-040-0210	PUD	R 1/2	2026-09
02-043-0048	PUD	R 1/2	2026-09
02-052-0048	A5	R1/2	2017-C
02-052-0049	A5	R1/2	2017-C
02-043-0050	PUD	A5	Incorrectly changed.
02-043-0060	PUD	A5	Incorrectly changed.
02-043-0059	PUD	A5	Incorrectly changed.
02-043-0061	PUD	A5	Incorrectly changed.
02-035-0046	PUD	A5	Incorrectly changed.
02-035-0070	PUD	A5	Incorrectly changed.
02-040-0208	PUD	R1/2	Incorrectly changed.
02-040-0209	PUD	R1/2	Incorrectly changed.
02-046-0068	A5	R1/2	Incorrectly changed.
02-046-0111	A5	CG	2023-03

02-046-0114	A5	R1/2	2023-03
02-052-0033	PUD	A5	Incorrectly changed.
02-052-0034	PUD	A5	Incorrectly changed.
02-052-0046	PUD	A5	Incorrectly changed.
02-052-0036	PUD	A5	Incorrectly changed.
02-052-0044	PUD	A5	Incorrectly changed.
02-055-0152	R1/2	R1/2	2024-02
01-045-0145		R1/2	2025-8
02-054-0014	PUD	No Zoning	

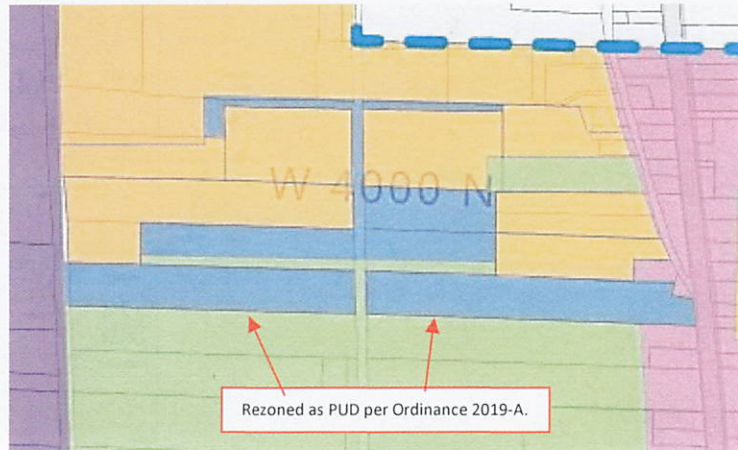
Future Land Use Map

Parcel	Current Designation	Proposed Designation
02-035-0046	PUD	R1/2
02-04-00038	A5	PUD
02-043-0031	A5	PUD
02-035-0045	PUD	R1/2
02-040-0001	PUD	R1/2
02-043-0013	PUD	R1/2
02-038-0009	PUD	R1/2
02-038-0056	PUD	R1/2
02-040-0009	PUD	R1/2
02-040-0010	PUD	R1/2
02-040-0011	PUD	R1/2
02-041-0016	A5	CG
02-041-0015	A5	CG
02-052-0033	PUD	R1/2
02-052-0034	PUD	R1/2
02-052-0046	PUD	R1/2
02-052-0036	PUD	R1/2
02-052-0044	PUD	R1/2

General Plan Considerations

Because the Zoning map is adopted and amended through the City's zoning ordinances, this section focuses on the Future Land Use plan and its relationship to the General Plan.

Staff identified several areas of the Future Land Use Map that warrant further review by the Planning Commission. In particular, the northern portion of the map contains areas designated as PUD, despite the City no longer maintaining a PUD zoning district within the zoning code. Additionally, several parcels within this area have since been rezoned. Planning Commission direction is requested regarding the appropriate future land use designation for these properties.



The proposed amendments to the Future Land Use Map were developed based on prior discussions and policy direction from the Planning Commission and City Council. If City leadership believes additional changes are necessary, this review process provides an opportunity to refine the Future Land Use Map before adoption.

Staff request direction regarding any additional revisions to ensure the Future Land Use accurately reflects the City's vision, goals, and policies as established in the General Plan.

The General Plan and the Future Land Use Map are intended to guide the City's future growth and development. Willard City's goal is responsible and sustainable growth that supports innovative, low-density developments (see General Plan, page 51). The Planning Commission and City Council should keep this in mind when considering adjustments to the Future Land Use map.

Analysis

These Zoning map corrections will bring Willard City's maps into alignment with legislative actions made in the past. Periodic review of the City's zoning and land use maps is necessary to ensure consistency with adopted ordinances, resolutions, and legislative actions. Staff's review of rezones approved between 2016 and 2026 identified several discrepancies requiring correction.

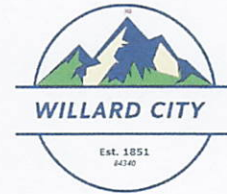
The Future Land Use corrections will align the City's guiding principles for growth and development with the General Plan more accurately. The General Plan was adopted in March 2024. Since that time, several rezonings and development proposals have been considered by the City. Staff believe this review presents an appropriate opportunity for the Planning

Commission to evaluate whether the Future Land Use Map still reflects the City's vision for future growth and development.

Staff Recommendation

Staff recommend scheduling a public hearing to receive public input on Resolution 2026-06. Any changes to the Future Land Use Map should be discussed among the Planning Commission and referred to staff. Staff will make amendments and post notices in preparation for the public hearing.

City Council Staff Report Map Corrections



September 4, 2026

Proposed Amendments by Planning Commission

The Planning Commission made several adjustments to the Future Land Use Map:

1. All PUD areas not currently being built out were removed and designated at R ½.
2. The West side of Highway 89 from approximately 4000 N to 1000 N was changed from A 3-5 to R ½.
3. The East side of Highway 89 from the North city boundary to 300 N was changed from R1/2 to A 3-5.
 - a. The reason behind these changes was to try to preserve orchards on the east bench rather than fields on the west side of the highway.
4. Gaps on the highway were filled in as Commercial Neighborhood.

Staff Recommendation

Staff recommends that the City Council adopt Resolution 2026-06 to ratify previous legislative actions taken by the Willard City Council.

Staff recommends that the City Council review the changes recommended by the Planning Commission and determine whether the proposed changes are consistent with the General Plan. If the City Council finds the proposed changes to be consistent with the General Plan, staff recommends adoption of Ordinance 2026-13.

June 4, 2026

Planning Commission Meeting Minutes

6B. REVIEW AND DISCUSS PROPOSED CORRECTIONS TO THE WILLARD CITY ZONING MAP
REFERENCED IN 24.40.020 OF THE WILLARD CITY ZONING CODE

Time Stamp: 13:53 – 06/04/2026

Madison Brown stated that while reviewing zoning applications, she noticed that zoning for several parcels was incorrectly labeled on the Zoning Map. So, she had reviewed all the rezone applications that had been filed and approved during the past ten years to make sure the Zoning Map was as up to date as possible. The staff report in the Planning Commission packet included a list of the corrections that had been made. Corrections were based on the legislative action that was taken. She presented the corrected Zoning Map to the Planning Commission. (see copy in the Planning Commission packet).

Ms. Brown stated that changes to the Zoning Map meant changes were also needed on the Future Land Use Map. The proposed amendments to the Future Land Use Map were based on prior discussion and policy direction from the Planning Commission and City Council. She was particularly concerned about areas in the northern part of Willard that had been designated as PUD. Willard no longer had a PUD Zone, and there were some unusual PUD boundaries. She felt that area needed to be addressed.

Ms. Brown stated that the southern blue parcels on the Future Land Use Map were rezoned PUD (see proposed Future Land Use Map in the Planning Commission packet). She felt the future land use for the northern three parcels and accompanying road should be changed.

Commissioner Dubovik asked if all the PUD areas bordered R ½. Ms. Brown said they did. Commissioner Dubovik felt the areas of concern should reflect a future R ½ use. Commissioner Bodily agreed.

Chairman Bingham asked if the current property owner had development plans. Ms. Brown had not heard of any. Chairman Bingham asked if the zoning had been changed to PUD. Ms. Brown said it had not been changed.

Amy Hugie asked what the properties were currently zoned. Ms. Brown said they were zone A-5.

Commissioner Thackeray said the properties in question were part of the original development proposal from Nilson Homes. Nilson Homes was going to purchase all the land that was zoned PUD on the old Zoning Map. The sale fell through, and Nilson Homes no longer planned to buy all those parcels. That is why Nilson Homes was now only requesting an R ½ Zone. He agreed that the future land use of those parcels that were part of the Nilson development proposal should be R ½, including the old Ormond property.

Commissioner Dubovik agreed that the existing PUD zoning could not be changed, but everything else should be designated as future R ½. Commissioner Bodily agreed.

Madison Brown said another change to the Future Land Use Map was designation of the slopes on the eastern part of Willard as environmentally sensitive land due to their grade. She had changed some parcels in the middle of Deer Run that were not rezoned PUD, back to a future land use designation of R ½. Did the Planning Commission want to leave them as R ½ or change them back to PUD?

The Planning Commission felt the parcels in the middle of Deer Run should have an R ½ designation. Nothing should have a PUD designation unless it was actually zoned PUD.

Chairman Bingham said there were a few parcels along Highway 89 that did not have a future Commercial General land use designation. He felt the Planning Commission and City Council intended to have a Commercial General designation the entire length of Highway 89. Those parcels should be corrected.

There was a discussion about whether the Planning Commission and City Council intended the commercial along Highway 89 to be Commercial General or Commercial Neighborhood. The Planning Commission felt the future commercial areas along Highway 89 should be Commercial Neighborhood/Residential.

Chairman Bingham felt the Commercial Neighborhood should run on both sides of Highway 89 the entire length of Willard and South Willard. He also felt the entire Flying J parcel in South Willard should be Neighborhood Commercial.

Madison Brown stated that a public hearing was required before the amended Future Land Use Map could be approved because it was part of the General Plan. She would make the changes to the Future Land Use Map recommended by the Planning Commission for them to review before a public hearing was scheduled.

Amy Hugie stated that a public hearing was not required to amend the Zoning Map.

Chairman Bingham really wanted to see the area east of Highway 89 changed to an A-3/A-5 designation and the A-3 designation in the middle of Willard changed to R ½, but he felt the City Council would push back on those changes. He felt those two changes were in keeping with the mission statement of the General Plan. The vision of Willard was orchards, not alfalfa farms. There were a lot of alfalfa farms, but there weren't many orchards. The orchards were up against the mountains where the land was steeper. He felt an A-5 designation would preserve orchards and help prevent development above the Canal Road. If land wasn't developed in Willard, it would be harder for land above and east of Willard to develop, even though those areas were in the unincorporated county. The area currently designated as A-3 was a good area for half-acre lots. If the area east of Highway 89 was designated for three to five acre lots, it would prevent property values and taxes from increasing so much that people could not afford to live in the old part of town. Hopefully, changing the A-3 designation would prevent mini farms that would limit development and loss of future income to Willard.

Chairman Bingham understood there was a group of people who wanted to keep Willard rural. He wasn't opposed to that thinking. However, he felt the way to keep Willard rural was to preserve the orchards and the mountain. The mountains were what everyone loved about Willard. It would be harder to run infrastructure up the mountain. He felt there should be less houses on the mountain, not more.

He asked the Planning Commission to think about it. He also asked that the Future Land Use Map be amended to reflect that proposal. Madison Brown asked how far south Chairman Bingham wanted the A-3/A-5 designation to extend. Chairman Bingham suggested that it run from the northern boundary to the Nature Park.

June 18, 2026

Planning Commission Meeting Minutes

5B. REVIEW AND DISCUSS PROPOSED CORRECTIONS TO THE WILLARD CITY ZONING MAP REFERENCED IN 24.40.020 OF THE WILLARD CITY ZONING CODE AND RELATED CHANGES TO THE FUTURE LAND USE MAP FOUND IN WILLARD'S 2023 GENERAL PLAN ADOPTED MARCH 14, 2024 (CONTINUED FROM JUNE 4, 2026)

Time Stamp: 06:10 – 06/18/2026

Jeremy Kimpton stated that the recommendations made by the Planning Commission on June 4th had been incorporated into the Zoning and Future Land Use Maps. If the Planning Commission didn't have any concerns, a public hearing could be scheduled to receive public comments regarding the revised Future Land Use Map.

Mr. Kimpton stated Amy Hugie had asked if the Planning Commission wanted to show the PUD areas as R ½ on the Future Land Use Map.

Amy Hugie stated that by showing the undeveloped PUD areas as half-acre on the Future Land Use Map, a request could be made for an R ½ Zone without having to change the Future Land Use Map.

Commissioner Bodily felt undeveloped areas should be shown as R ½ unless they had already been developed as a PUD.

Michelle Drago asked if a public hearing was required for both the Zoning Map corrections and changes to the Future Land Use Map. Amy Hugie said a public hearing was not required for the Zoning Map corrections because the corrections reflected legislative action that had already happened. The Planning Commission just needed to recommend that the current Zoning Map be approved by the City Council.

Commissioner Bodily moved to recommend that the City Council reaffirm the corrections to the Zoning Map. Commissioner Ormond seconded the motion. All voted "aye." The motion passed unanimously.

Commissioner Bodily moved to schedule a public hearing on July 16, 2026, at 6:30 p.m. to receive public comments regarding proposed changes to the Future Land Use Map. Commissioner Baker seconded the motion. All voted "aye." The motion passed unanimously.

July 16, 2026

Planning Commission Meeting Minutes

5C. **PUBLIC HEARING** TO RECEIVE PUBLIC COMMENTS REGARDING CORRECTIONS TO THE FUTURE LAND USE MAP FOUND IN WILLARD CITY'S 2023 GENERAL PLAN ADOPTED MARCH 14, 2024

Time Stamp – 34:23 - 07/16/2026

Commissioner Bodily moved to open the public hearing at 7:04 p.m. Commissioner Ormond seconded the motion. All voted "aye." The motion passed unanimously.

Chairman Bingham explained that the administration found corrections were needed to the current zoning map. Those corrections necessitated changes to the Future Land Use Map. The Planning Commission also suggested that the R ½ Zone on the east side of Highway 89 north of the dike be switched with the A-3/A-5 area in the north central part of Willard. It felt that change made more sense with Willard's overall goal to preserve orchards.

Chairman Bingham opened the floor for public comments.

Juston Dickson, 265 East 1000 North, was concerned about requiring a minimum lot size of three to five acres. That occurred in Liberty, where he grew up. The lot size requirement led to cluster subdivisions, where a few homes were jammed together to leave open space on the mountain where no one could do anything anyway. Now, 20 or 30 years later, the open spaces on the mountain had been taken over. Did any of the Planning Commission members live on the east side of Highway 89, or did they have three to five acres? He felt those types of property owners should have a say or be made more aware of the proposed changes. He didn't want to see open spaces in Willard end up like those in Liberty.

Chairman Bingham stated that the three-to-five-acre requirement had been located in the central, more level and developable part of Willard. The General Plan stated that one goal of the General Plan was to preserve the rural character of Willard. He felt part of Willard's rural character was fruit trees and fruit farms. The legislative bodies wanted to have three-to-five-acre areas in Willard. On Future Land Use Map, those areas were located where it was easier and more economical to develop. While the area east of Highway 89 had a minimum half-acre lot size. The Planning Commission suggested that those areas be switched because larger lots would be necessary on the mountain where it would be harder to develop. Utilities on

the mountain were harder to put in and more expensive for the city to maintain. He felt that requiring larger lots east of Highway 89 would help slow down growth east of Willard City limits.

Juston Dickson stated that homes on three to five acre lots meant increased taxes. Chairman Bingham agreed. Lots in the central area would be R ½ and more affordable. Smaller lots were needed to keep property taxes down.

Stephanie Dickson, 265 East 1000 North, asked if the Future Land Use Map could be changed in the future when there were no longer farmers who wanted to farm their orchards. Chairman Bingham said the Future Land Use Map could be changed. It was a working document.

Commissioner Thackeray asked why the three-to-five-acre area didn't continue further south. Chairman Bingham said it stopped at the dike. Areas south of the dike and east of Highway 89 were zoned Old Town Willard.

Commissioner Thackeray felt there would be houses east of Highway 89 in 30 years when mining in the gravel pit was finished. Chairman Bingham agreed. He felt MPC Zones would be proposed there. At that time, zoning could be changed.

Commissioner Ormond asked if the proposed Future Land Use Amendments would affect the area zoned for business on 750 North just east of Flying J. Commissioner Bodily said it would not. That area was zoned TOD (Transit Oriented Development). Chairman Bingham said nothing there had been changed.

There was discussion regarding the TOD Zone. Chairman Bingham asked if anything had been approved in the TOD Zone. Madison Brown said the property had been rezoned, but no development plans had been approved.

Commissioner Bodily moved to close the public hearing at 7:22 p.m. Commissioner Baker seconded the motion. All voted "aye." The motion passed unanimously.

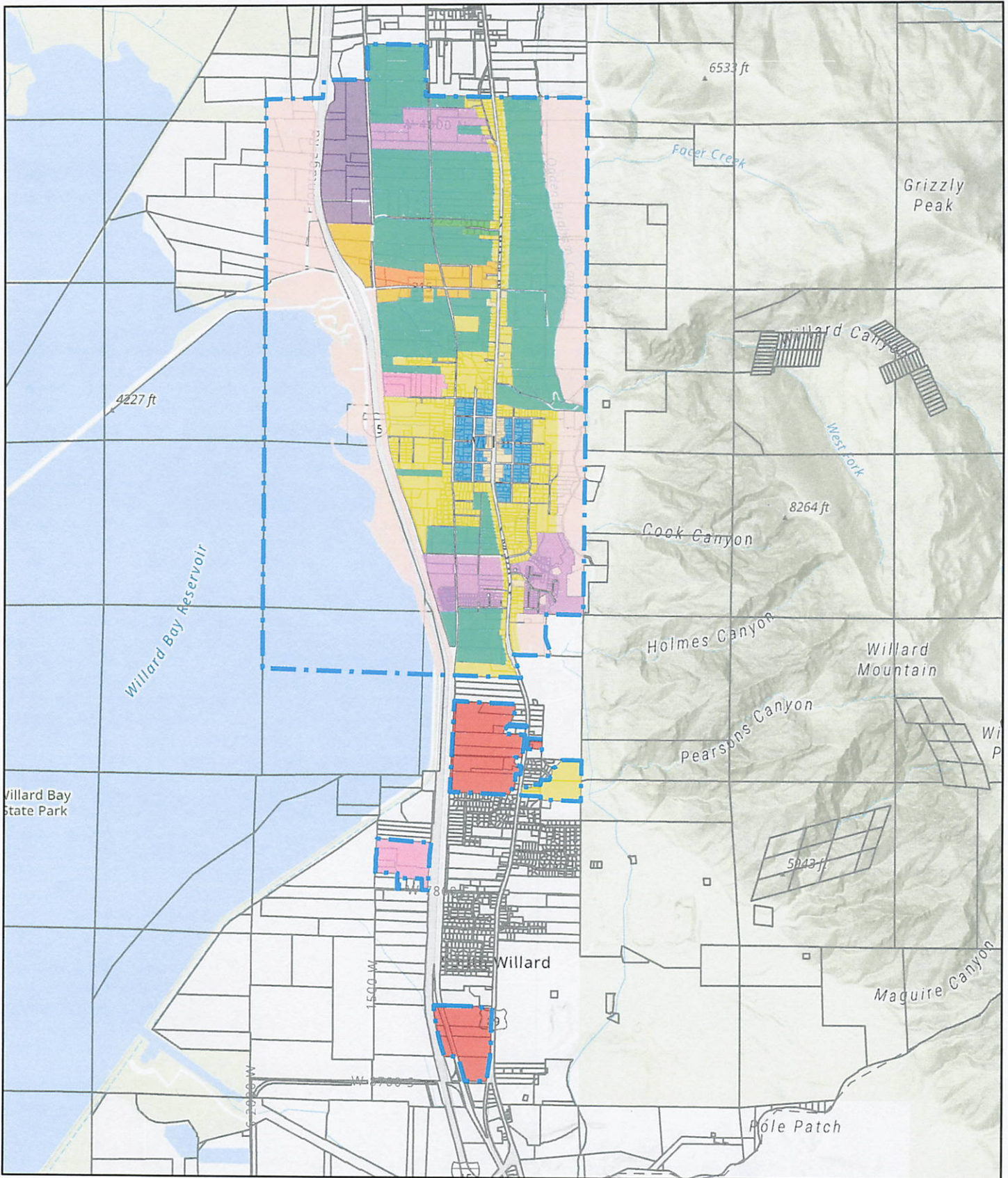
5D. CONSIDERATION AND RECOMMENDATION REGARDING CORRECTIONS TO THE FUTURE LAND USE MAP FOUND IN WILLARD CITY'S 2023 GENERAL PLAN ADOPTED MARCH 14, 2024 (CONTINUED FROM JUNE 4 AND JUNE 18, 2026)

Time Stamp: 53:20 – 07/16/2026

None of the commissioners made any comments regarding the proposed corrections to the Future Land Use Map.

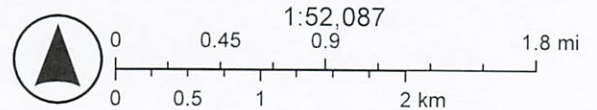
Commissioner Bodily moved to recommend that the City Council approve the proposed corrections to the Future Land Use Map found in Willard City's 2023 General Plan adopted March 14, 2024. Commissioner Baker seconded the motion. All voted "aye." The motion passed unanimously.

Willard Zoning Map -BEFORE



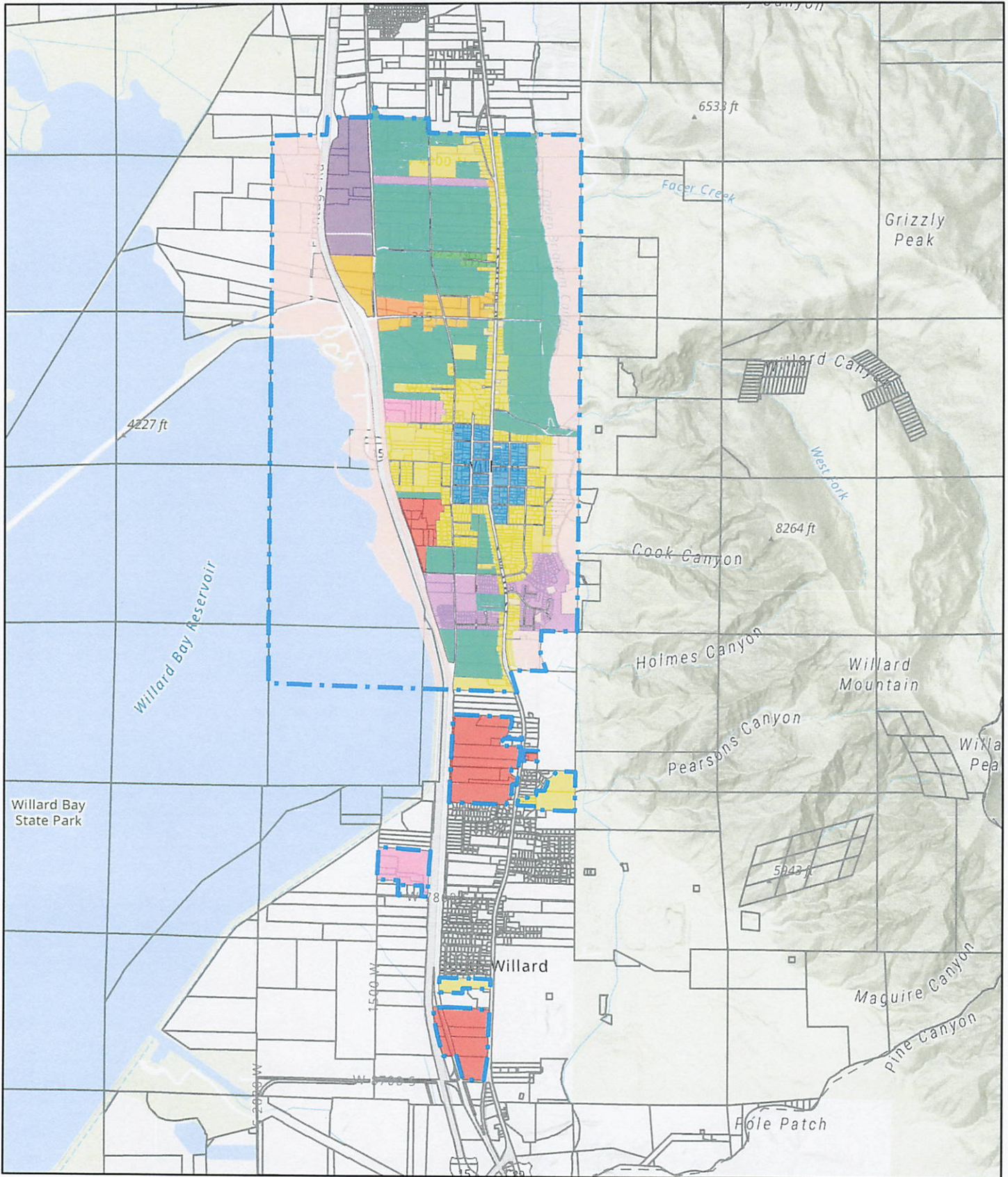
9/3/2025, 3:35:57 PM

- | | | |
|---------------|-------|--------------------------|
| City Boundary | C-N | Old Willard Township |
| Zoning PUD | C-G | TOD |
| MU-40 | I | MPC |
| | R-1/2 | Box Elder County Parcels |



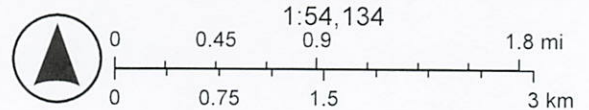
Esri, NASA, NGA, USGS, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community

Willard Zoning Map - AFTER



6/2/2026, 12:29:30 PM

- | | | |
|---------------|-------|--------------------------|
| City Boundary | C-N | Old Willard Township |
| Zoning | C-G | TOD |
| PUD | I | MPC |
| MU-40 | R-1/2 | Box Elder County Parcels |



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community Esri, NASA, NOAA, USGS

WILLARD CITY ORDINANCE 2026-13

AN ORDINANCE ADOPTING AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE WILLARD CITY GENERAL PLAN

WHEREAS, Utah Code § 10-9a-401 et seq. requires municipalities to prepare and adopt a General Plan to guide land use, transportation, housing, infrastructure, and community development; and

WHEREAS, Willard City has reviewed and amended the Future Land Use Map of the General Plan to better reflect existing development patterns, prior land use decisions, and the City's long-range planning objectives, as shown on the amended Future Land Use Map attached hereto and incorporated herein by reference; and

WHEREAS, the Planning Commission held a duly noticed public hearing on July 16, 2026, reviewed the proposed amendment to the Future Land Use Map of the Willard City General Plan, and forwarded a recommendation of approval to the City Council; and

WHEREAS, the City Council finds that the proposed amendment to the Future Land Use Map of the Willard City General Plan is in the best interest of the City, promotes orderly growth, and complies with applicable state law;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WILLARD CITY, UTAH:

SECTION 1. Findings

The foregoing recitals are adopted and incorporated herein as findings of the City Council.

SECTION 2. Adoption

The Willard City Council hereby adopts the amended Future Land Use Map, attached hereto as Exhibit A, as part of the official Willard City General Plan.

SECTION 3. Availability

A copy of the amended Future Land Use Map, together with the Willard City General Plan, shall be maintained in the office of the City Recorder and made available for public inspection during regular business hours.

SECTION 4. Severability

If any provision of this ordinance is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 5. Effective Date

This ordinance shall take effect upon posting as required by law.

SECTION 6. Direction

Staff are authorized and directed to make non-substantive changes and take other actions to finalize, post, publish, and maintain the amended Future Land Use Map and this ordinance.

PASSED AND ADOPTED by the Willard City Council on this ____ day of August, 2026.

Hulsey Yes____Nay____ Absent____

Christensen Yes____Nay____ Absent____

Braegger Yes____Nay____ Absent____

Mund Yes____Nay____ Absent____

Bodily Yes____Nay____ Absent____

ATTEST:

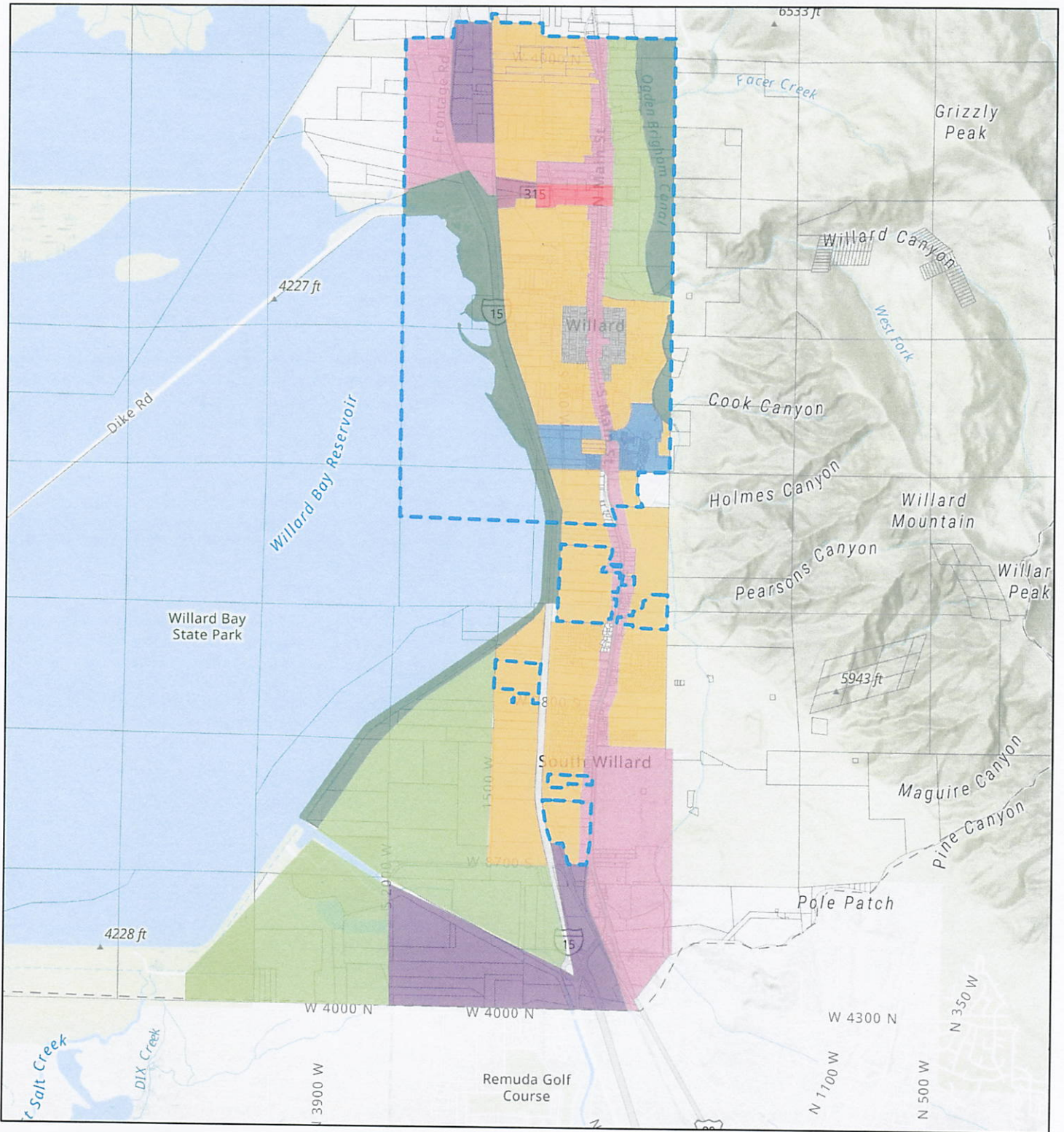
WILLARD CITY:

BY: _____

City Recorder

Mayor Travis Mote

Willard City Future Land Use



9/4/2026, 11:36:45 AM

City Boundary
Future Land Use

Residential (1/2 Acre Lot)

Agriculture (3-5 Acre Lot)

Commercial Neighborhood

Commercial Retail

Old Downtown District

Transit Oriented Development

Planned Unit Development

Environmentally Sensitive Area

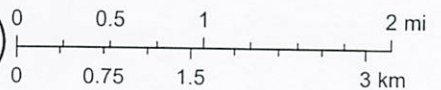
Industrial

Box Elder County Parcels

World_Hillshade



1:65,000



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Esri, NASA, NGA, USGS

This map is for general reference only, and makes no guarantee regarding the accuracy or completeness of the information provided.

RESOLUTION NO. 2026-14

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR THIRD-PARTY WATER SYSTEM IMPROVEMENTS FOR THE MOUNTAIN BAY SUBDIVISION

WHEREAS, the developer of the Mountain Bay Subdivision ("Developer") is developing real property requiring the construction and installation of certain third-party water system infrastructure and related facilities ("Third-Party Improvements"); and

WHEREAS, a Subdivision Improvement Agreement titled *MountainBay-Water-SubdivisionImprovementAgreement-ThirdParty Improvements-2Sept2026.docx* ("Agreement") has been prepared to establish the required terms, performance guarantees, construction standards, and warranty conditions for said improvements; and

WHEREAS, the governing body finds that execution of the Agreement is necessary to protect public safety, health, and general welfare, and to ensure proper development of the water system.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS
FOLLOWS:**

Section 1. Approval of Agreement.

The Subdivision Improvement Agreement for Third-Party Water Improvements for the Mountain Bay Subdivision, dated September 2, 2026, is hereby approved in substantially the form presented, subject to any minor technical or legal formatting modifications approved by legal counsel prior to execution.

Section 2. Authorization.

The Mayor (or authorized designee) and the City Recorder/Clerk are hereby authorized and directed to execute, attest, and deliver the Agreement on behalf of the entity.

Section 3. Effective Date.

This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Willard City Council on this 10th day of September, 2026.

Hulsey Yes____Nay____Absent____

Christensen Yes____Nay____Absent____

Braegger Yes____Nay____Absent____

Mund Yes____Nay____Absent____

Bodily Yes____Nay____Absent____

ATTEST:

WILLARD CITY:

BY: _____

City Recorder

Mayor Travis Mote

CITY OF WILLARD
SUBDIVISION WATER IMPROVEMENT AGREEMENT
FOR THIRD PARTY IMPROVEMENTS

PARTIES: The parties to this Subdivision Water Improvement Agreement for Third Party Improvements (the “**Agreement**”) are Hashtag Seven CVCW LLC, a Utah limited liability company (the “**Developer**”) and Willard City (the “**City**”).

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

RECITALS

WHEREAS, the Developer seeks permission to subdivide property within the City of Willard, to be known as Mountain Bay Subdivision, located at approximately 1050 West 8150 South Street, Willard, Utah (the “**Subdivision**”), which property is more particularly and legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, in connection with development of the Subdivision, the City has agreed to enter into that certain Water Supply Agreement between the City and Bear River Water Conservancy District (the “**District**”), a copy of which agreement is attached hereto as **Exhibit B** (the “**BRWCD Agreement**”); and

WHEREAS, the BRWCD Agreement requires payment of impact fees to the District totaling One Hundred Twenty-Two Thousand One Hundred Twenty-Two and 00/100 Dollars (\$122,122.00) (the “**BRWCD Impact Fees**”); and

WHEREAS, the City requires Developer to pay the BRWCD Impact Fees, and Developer has agreed to pay the BRWCD Impact Fees; and

WHEREAS, certain improvements need to be installed and dedicated to the District in order for the District to deliver water to the City (the “**BRWCD Improvements**”) and certain improvements need to be installed and dedicated to the City for the City, in turn, to deliver water to the Subdivision (the “**City Improvements**”); and

WHEREAS, the City requires Developer to construct and install the BRWCD Improvements, and Developer has agreed to construct and install the BRWCD Improvements and upon completion, thereof, to dedicate the BRWCD Improvements to the District; and

WHEREAS, the City requires Developer to construct and install the City Improvements, and Developer has agreed to construct and install the City Improvements and upon completion, thereof, to dedicate the City Improvements to the City; and

WHEREAS, this Agreement governs specifically and exclusively the BRWCD Improvements and City Water System Improvements necessary to supply culinary water to the Subdivision; and all other

standard municipal subdivision improvements—including but not limited to sanitary sewer collection systems, storm water drainage, curb and gutter, sidewalks, and roadway construction—shall be independently governed by the Willard City Subdivision Ordinances, City Public Works Standards, and standard City Development Agreements.

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

WHEREAS, the purpose of this Agreement is to protect the City from the cost of completing the BRWCD Improvements, City Improvements, and payment of the BRWCD Impact Fees for itself and is not executed for the benefit of materialmen, laborers, or others providing work, services, or material to the Subdivision or for the benefit of lot or homebuyers in the Subdivision; and

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

NOW THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S OBLIGATIONS

1. IMPROVEMENTS: The Developer will construct and install, at Developer's own expense, those BRWCD Improvements and City Improvements listed on **Exhibit C** attached hereto and incorporated herein by this reference in accordance with the development/civil plans attached hereto and incorporated herein by this reference as **Exhibit D**. The Developer's obligation to complete the BRWCD Improvements and City Improvements will arise upon final plat approval by the City, will be independent of any obligations of the City contained herein, and will not be conditioned on the commencement of construction in the Subdivision or sale of any lots or improvements within the Subdivision. This agreement pertains exclusively to water infrastructure. All other public infrastructure shall be constructed and secured in accordance with Willard City Ordinances.

2. SECURITY: To secure the performance of their obligations hereunder, the Developer shall, prior to the effective date, deposit in Escrow or have a Letter of Credit issued, in the amount of \$_____. The foregoing amount reflects the total estimated cost to construct and install the BRWCD Improvements and City Improvements, which amount is reflected on **Exhibit C**. The Escrow/Letter of Credit hereinafter referred to as ("**Escrow**") will be issued by _____ Bank (or other financial institution approved by the City) to be known as ("**Bank**"), will be payable at sight to the City. The Escrow will be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing Bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; or (ii) an affidavit executed by an authorized City official stating that the Developer is in default under this Agreement; and (iii) the original of the Escrow Certificate. The Escrow Certificate will conform to **Exhibit E** and upon completion and delivery to the City will be attached hereto as **Exhibit E** and incorporated herein by this reference.

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

4. WARRANTY: The Developer warrants for the benefit of the City and the District that the BRWCD Improvements and City Improvements, each and every one of them, shall not fail in any material respect as a result of poor workmanship or materials, for a period of one (1) year from the District's acceptance of the BRWCD Improvements and the City's acceptance of City Improvements.

5. COMPLETION PERIOD: The Developer will commence work on the BRWCD Improvements and City Improvements within one (1) year from the Effective Date of the Agreement and the BRWCD Improvements and City Improvements, each and every one of them, will be completed within two (2) years from the Effective Date of this Agreement (the "**Completion Period**"). Extensions may only be granted by the City Council in its sole discretion upon formal written request demonstrating good cause. For purposes of this Section, "good cause" shall be strictly limited to severe weather disasters, acts of God, or unexpected government order, and shall expressly exclude market fluctuations, economic hardship, developer insolvency, labor shortages, or contractor scheduling conflicts and shall not exceed 12 months per extension.

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

7. DEDICATION: Upon the District's inspection and acceptance of the BRWCD Improvements, Developer shall convey the BRWCD Improvements to the District pursuant to a Bill of Sale in the form attached hereto as **Exhibit F**.

8. REIMBURSEMENT OF DISTRICT IMPACT FEE: Upon the City's execution of this Agreement and the BRWCD Agreement and the City's payment of the BRWCD Impact Fees, Developer shall reimburse the City the full amount of the BRWCD Impact Fees, which amount shall be due and payable from Developer within three (3) business days after the City's delivery of written notice to Developer that the BRWCD Impact Fees have been paid in full.

CITY'S OBLIGATIONS

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

10. EXECUTION AND DELIVERY OF THE BRWCD AGREEMENT—SERVICE: Promptly following execution of this Agreement, the City shall execute and deliver to the District the BRWCD

Agreement and shall notify Developer of its obligation to pay BRWCD. Developer shall pay the impact fees directly to BRWCD and shall provide to the City proof of payment of the BRWCD Impact fees. Upon inspection, completion, and dedication of the BRWCD Improvements and completion and dedication of the City Improvements, the City shall deliver culinary water service to the residents of the Subdivision pursuant to separate service agreements with the owner of each applicable lot in the Subdivision consistent with the City's provision of culinary water service in other areas of the City. Provided, however, that the City's obligation to supply water is expressly conditioned upon supply availability from the District, and the City shall not be liable for delivery failures, capacity reductions, or water rationing resulting from District curtailments.

11. INSPECTION AND CERTIFICATION:

- a. BRWCD Improvements.** The Developer will cause the District to inspect the BRWCD Improvements as they are being constructed and, if acceptable to the District, cause the District to certify such BRWCD Improvements as being in compliance with the standards and specifications of the District. Before obtaining certification of any such BRWCD Improvements, the Developer will present to the City and the District valid unconditional lien waivers from all persons providing materials or performing work on the BRWCD Improvements for which certification is sought. Certification by the District does not constitute a waiver by the City of the right to draw funds under the Escrow on account of any warranted defects in or failure of any BRWCD Improvements that are detected or which occurs following such certification. Developer shall provide the BRWCD certifications of the BRWCD Improvements to the City. Inspections are for the benefit of the City and the District only and do not create any duty or liability to the Developer or third parties.
- b. City Improvements.** The City will cause to be inspected the City Improvements as they are being constructed and, if acceptable to the City, cause the City to certify such City Improvements as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur within 7 (seven) business days of notice by the Developer that they desire to have the City Improvements inspected. Before obtaining certification of any such City Improvements, the Developer will present to the City valid unconditional lien waivers from all persons providing materials or performing work on the City Improvements for which certification is sought. Certification by the City does not constitute a waiver by the City of the right to draw funds under the Escrow on account of any warranted defects in or failure of any City Improvements that are detected or which occurs following such certification. Inspections are for the benefit of the City only and do not create any duty or liability to the Developer or third parties

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

during the thirty (30) day cure period. The Developer will have no right to cure defects in or failure of any BRWCD Improvements found to exist or occurring after the District accepts dedication or other conveyance of the BRWCD Improvements.

13. REDUCTION OF SECURITY: After the acceptance of any BRWCD Improvements and City Improvements, the amount which the City is entitled to draw on the Escrow shall be reduced by an amount equal to the estimated cost of the accepted BRWCD Improvements and/or City Improvements as shown on **Exhibit C**. At the request of the Developer and after written release by the District and the City Engineer, the City or District will execute a certificate of release verifying the acceptance of the BRWCD Improvements by the District or execute a certificate of release verifying the City Improvements and waiving its right to draw on the Escrow to the extent of such amounts. A Developer in default under this Agreement will have no right to such a certificate. A Developer may not request the warranty amount, as shown on **Exhibit C**, be released until after the expiration of the Warranty Period.

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

OTHER PROVISIONS

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

- a. Developer's failure to commence construction of the BRWCD Improvements and City Improvements within one (1) year of final subdivision plat approval;
- b. Developer's failure to complete construction of the BRWCD Improvements and City Improvements within two (2) years of final subdivision plat approval;
- c. Developer's failure to cure the defective construction of any BRWCD Improvements or City Improvements within the applicable cure period;
- d. Developer's insolvency, the appointment of a receiver for the Developer, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; or
- e. Foreclosure of any lien against the Property or a portion of the Property, or assignment or conveyance of the Property in lieu of foreclosure.

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

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

development ever commenced.

17. CITY'S RIGHT UPON DEFAULT: When any event of default occurs, the City may draw on the Escrow in an amount up to one hundred percent (100%) of the estimated cost of all BRWCD Improvements and City Improvements that have not been completed and accepted by the City, as shown on Exhibit C. For purposes of determining the amount available to the City following an event of default, the ten percent (10%) warranty amount applicable to improvements previously completed and accepted by the City shall not reduce, offset, or otherwise limit the City's right to draw one hundred percent (100%) of the estimated cost of any unfinished or unaccepted BRWCD Improvements and City Improvements. The City shall have the right to complete the BRWCD Improvements and City Improvements itself or contract with a third party for completion, and the Developer hereby grants to the City, its successors, assigns, agents, contractors, and employees a nonexclusive right and easement to enter the Property for purposes of constructing, completing, maintaining, and repairing such BRWCD Improvements and City Improvements. Alternatively, the City may assign the proceeds of the Escrow to a subsequent Developer or lender that has acquired the Subdivision by purchase, foreclosure, or otherwise, provided that the subsequent Developer or lender agrees in writing to complete all unfinished BRWCD Improvements and City Improvements. These remedies are cumulative in nature; provided, however, that during the Warranty Period, with respect to improvements that have been completed and accepted by the City and are subject solely to the warranty obligation, the City's remedy shall be limited to drawing upon the applicable ten percent (10%) warranty amount held in Escrow.

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

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

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

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

entirety.

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

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

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

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

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

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

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

if to Developer:	Hashtag Seven CVCW LLC
	Attn: Val Poll
	3823 Evergreen Drive
	Pleasant View, Utah 84414
	email: hpol1171@msn.com

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

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

30. IMMUNITY: The Parties further acknowledge and agree that City is a governmental entity and is subject to the Utah Governmental Immunity Act, and that nothing in this Agreement shall be interpreted in such a way as to deprive City of any of the rights or protections of the Utah Governmental Immunity Act.

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

32. RECITALS: All foregoing recitals are fully incorporated herein.

Dated this _____ day of August, 2026.

Developer

Hashtag Seven CVCW LLC,
a Utah limited liability company

By _____

Title _____

ACKNOWLEDGEMENT

State of Utah)
 ss
County of _____)

On the _____ day of _____ A.D. 2026, personally appeared before me Val Poll who duly sworn, did say that he is an authorized signatory of Hashtag Seven CVCW LLC, the limited liability which executed the foregoing instrument, and that said instrument was signed on behalf of said

company by authority of its organizational documents and that said company did execute the same.

Notary Public

Residing at: _____

City:

City Manager, City of Willard

Date

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

City Engineer

ATTACHED:

EXHIBIT A: PROPERTY DESCRIPTION

EXHIBIT B: BRWC AGREEMENT

EXHIBIT C: IDENTIFICATION AND ESTIMATED COST OF BRWCD AND CITY IMPROVEMENTS

EXHIBIT D: COPY OF APPROVED DEVELOPMENT/CIVIL PLANS – BRWCD AND CITY IMPROVEMENTS

EXHIBIT E: FORM OF ESCROW CERTIFICATE/ESCROW CERTIFICATE

EXHIBIT F: FORM OF BILL OF SALE FOR BRWCD IMPROVEMENTS

EXHIBIT A PROPERTY DESCRIPTION

BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTHEAST CORNER OF RONALD S. CONGER ETUX PROPERTY, TAX ID. NO. 01-045-0008 POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 89 LOCATED 127.81 FEET NORTH 88°41'14" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND 1171.62 FEET SOUTH 01°18'46" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 11;

RUNNING THENCE SOUTH 01°32'44" WEST 330.01 FEET ALONG SAID WEST RIGHT-OR-WAY LINE TO THE NORTHEAST CORNER OF CRAIG W. BALL PROPERTY, TAX ID. NO. 01-045-0011; THENCE NORTH 88°08'10" WEST 934.59 FEET ALONG THE NORTH LINE OF SAID CRAIG W. BALL PROPERTY TO AN EXISTING FENCE LINE AND CONTINUING ALONG THE NORTH LINE OF THE 8300 SOUTH STREET CHURCH SUBDIVISION PROPERTY, ENTRY NO. 281929 AND CONTINUING ALONG THE NORTH LINE OF THE BOX ELDER SCHOOL DISTRICT, TAX ID. NO. 01-045-0114 TO AN EXISTING FENCE CORNER; THENCE CONTINUING ALONG THE WEST AND NORTH LINE OF SAID BOX ELDER SCHOOL DISTRICT FENCE LINE; AND TWO (2) COURSES; (1) SOUTH 01°51'50" WEST 165.00 FEET ALONG AN EXISTING FENCE LINE; AND (2) NORTH 88°08'10" WEST 771.10 FEET ALONG AN EXISTING FENCE TO THE EAST RIGHT-OF-WAY LINE OF THE OLD U.I.C.R.R.; THENCE NORTHERLY ALONG A CURVE ON SAID EAST RIGHT-OF-WAY LINE 496 FEET MORE OR LESS (CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 495.71', WITH A RADIUS OF 3523.80', WITH A CHORD BEARING OF NORTH 00°07'52" WEST) TO THE SOUTHWEST CORNER OF VISTA VIEW ESTATES SUBDIVISION, ENTRY NO. 229599; THENCE SOUTH 88°08'10" EAST 1721.11 FEET ALONG THE SOUTH LINE OF SAID VISTA VIEW ESTATES SUBDIVISION AND CONTINUING ALONG AN EXISTING FENCE LINE TO THE POINT OF BEGINNING.

CONTAINING 696,955 SQUARE FEET OR 16.000 ACRES MORE OR LESS.

EXHIBIT B
BRWC AGREEMENT

[See Attached.]

Water Supply Agreement between
Bear River Water Conservancy District
and Willard City Corporation

This Agreement is made and entered into among the Bear River Water Conservancy District, a Utah water conservancy District (District) and Willard City Corporation (Purchaser) (together the "Parties").

Recitals

- A. The District is organized pursuant to the Utah Water Conservancy Act, Utah Code §17B-2a-1001, et seq. and those provisions of §17B-1-101 applicable to all local districts (together the "Act") for the purpose of, among others, making water available within its boundaries and of entering into agreements with public and private water users for the sale and delivery of water.
- B. Purchaser is a water provider, duly organized as a municipality under the laws of the State of Utah, and provides water to customers within its boundaries for municipal uses.
- C. Purchaser desires to purchase 11 acre-feet (af) water from District to serve Purchaser's customers.
- D. District has constructed and operates the South Willard Water System, from which it has capacity to serve Purchaser's request. District will deliver Purchaser water from District's existing distribution system.

Agreement

In consideration of the payments and covenants set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Sale and Purchase of Water

- a. District agrees to sell and Purchaser agrees to annually purchase 11 af of water from District (Purchased Water).
- b. District will deliver the Purchased Water at a maximum average daily flow rate of 10 GPM; District shall have no obligation at any time to deliver the Purchased Water at a higher flowrate. This limitation applies even if Purchaser elects to take the Purchased Water later in the year and the designated flow rate will not deliver the full Purchased Water amount. Notwithstanding the foregoing, in the event of a fire or other emergency requiring fire suppression, BRWCD shall make available a fire flow capacity of up to 1500 GPM, as quickly as practicable, subject to system capacity, operational conditions and applicable laws and regulations.
- c. In exchange for the right to use the Purchased Water annually, Purchaser agrees to pay District's applicable wholesale rate currently \$493.32 per year (Wholesale Fee), billed

quarterly. The Wholesale Fee will change to reflect the current applicable wholesale water rate as adopted by the District's Board of Directors, which, presently will increase 3% annually without Board action through December 31, 2029.

- d. Purchaser shall also pay District's applicable impact fee. South Willards Current impact is \$11,102.00 per (af) for a total of \$122,122.00
 - e. In its discretion, District may utilize Purchaser's Wholesale Fee as it sees fit, including, but not limited to, paying (1) its obligations under bonds or other agreements or capital expenditures; (2) its general operation, maintenance, repair and replacement expenses, and other special expenses; and (3) costs incurred in operating the District's system and facilities.
 - f. Purchaser shall pay the Wholesale Fee each year, regardless of whether Purchaser calls for the Purchased Water in any given year.
 - g. The Wholesale Fee will be billed four times annually and is due thirty days (30) following the end of quarter for which Purchaser is being billed (Due Date). The fourth quarter Wholesale Fee will include any overage in Purchaser's use.
- 2. District Rules and Regulations. Purchaser shall be bound by the District's rules and regulations, as amended by District. District reserves the right to adopt different rules and regulations than on the Effective Date governing the delivery of the Purchased Water under this Agreement, including but not limited to amending its rates, fees, charges and its rules and regulations consistent with its statutory powers in the Act.
 - 3. Billing Structure. The District may change the charging structure of this Agreement, including the amounts charged under this Agreement as determined by the district's board of trustees. For example, the District may change the billing structure to a tiered structure based on the amount of water used by the Purchaser. Petitioner shall install metering and measuring devices, as necessary, to ensure compliance with this Agreement and state law. Purchaser agrees to measure all water use of water delivered by District. District may use the measurements in determining the appropriate charges.
 - 4. Penalty for Delinquent Payment. Any amount Purchaser is obligated to pay to District under this Agreement, which remains unpaid after its Due Date, shall bear interest from the Due Date at a rate of 10% APR until the delinquent payments and applicable interest have been paid in full.
 - 5. Water Quality. District will deliver drinking water quality water to the Delivery Point.
 - 6. Overage. Purchaser may not annually use more than the Purchased Water. In the event Purchaser uses water in excess of the Purchased Water in any given year, whether intentionally or unintentionally, District will bill Purchaser for the excess water at the District's current tiered rate. Payment is due within 30 days of Purchaser's receipt of their fourth quarter invoice, which will include the overage charge.
 - 7. State Engineer. Purchaser shall comply with all rules and regulations of the Utah State Engineer. Purchaser will not use the water in a way that subjects District's water rights to liability or forfeiture.

Purchaser will not use District's water in any way that requires a change application to be filed with the Division of Water Rights, without District's express written consent.

8. Water Rights. Purchaser does not obtain any interest or entitlement to District's water rights, sources, or facilities.
9. Beneficial Use. Purchaser will use the Purchased Water only for beneficial uses and will not use it in any way that jeopardizes the District's water rights.
10. Water Delivery. The District shall not be liable for the failure to deliver the Purchased Water under this Agreement in the event of a water shortage of District's delivery capacity or the District's inability to deliver water caused by reduced snowpack, hostile diversion, drought, negligence of other parties, or other causes outside of the District's control and not because of District's negligence. In such events, the Wholesale Fee shall not be reduced or eliminated. During periods of such water shortage, District's obligations for municipal and domestic use shall have first priority, as District determines. These protections apply to District, its officers, agents, and employees. If the District's Board of Trustees determines it necessary, because of water supply conditions or District's water delivery capabilities beyond its control, District may reduce all wholesale water delivery to customers pro-rata to address the circumstances, as District determines.
11. Delivery Point and Purchaser Facilities. District shall deliver the Purchased Water under this Agreement to the point designated in Exhibit A (Delivery Point). Purchaser shall install the necessary metering devices in its facilities to comply with this Agreement and meter all water it receives from District. District will own, operate, maintain, and control the facilities, to deliver water to the Delivery Point, including any facility to transition water to Purchaser's system, to the meter on the line delivering water to Purchaser. The Purchaser shall construct, without any cost to the District, any facilities necessary to receive and deliver the Purchased Water from the Delivery Point to its desired place of use. Purchaser will own and operate the facilities on the Purchaser side of the meter.
12. Purchaser Water Use. The Purchaser may only use the Purchased Water to supply water to its customers within its service area. It may not lease or sublet the water.
13. Change Application. Purchaser may not file a change application on the Purchased Water without District's consent. District may require Purchaser to enter into a change application agreement.
14. Accumulation. The Purchased Water is an annual allocation. The Purchaser may not hold over or accumulate water from year to year.
15. Water Conservation. District reserves the right to require Purchaser, at Purchaser's sole expense, to prepare a water conservation plan as a condition of this Agreement, if such a plan is required and applicable to the Purchased Water by state law or regulation, as determined by District.
16. Default.
 - a. If Purchaser fails to make any payment due under this Agreement within 60 days of the Due Date, or if the Purchaser is in breach of this Agreement, the District may refuse to deliver the Purchased Water,

or after written notice to Purchaser may cancel this Agreement in its entirety. These remedies are not exclusive. The District may exercise any other remedy allowed by law.

- b. If the Purchaser is in default of any provision of this Agreement and the default remains uncured for more than ninety (90) days after the date of written notice of default by the District, District may terminate this Agreement, at its sole discretion. Upon such termination, the Purchased Water will revert to the district and may be sold to other purchasers, in the District's discretion. Termination will not relieve the purchaser of its obligations to pay any past fees and accrued interest.
17. Compliance with Law. Purchaser agrees to comply with all applicable federal and state laws as well as administrative regulations in its use of the Purchased Water.
18. Third party beneficiaries. There are no third-party beneficiaries to this Agreement.
19. Reuse. Purchaser may not reuse the Purchased Water under this Agreement without the written consent of District.
20. Authority. Each party signing below represents and warrants that they are authorized to execute this Agreement for and on behalf of the party they are signing and that such party shall be bound in all respects by this Agreement.
21. Term. This Agreement shall be perpetual, so long as Purchaser is current on its required payments.
22. Notice. Notices required in this Agreement shall be sent to:

Willard City Corporation
80 South Street
Willard City, Utah, 84340

Bear River Water Conservancy District
102 W Forest St
Brigham City, UT 84302

Each Party shall update this notice information if it changes.
23. Assignment. This Agreement shall not be assigned or transferred by Purchaser without the prior written consent of the Company.
24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except through a written instrument signed by each of the Parties.
25. Governing Law. This Agreement shall be enforced and governed under the laws of the State of Utah, and jurisdiction for any action based on this Agreement shall be with the District Court of Box Elder County, State of Utah.
26. Attorneys' Fees/Costs. In the event of a suit between the Parties regarding this Agreement, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees, engineering fees,

or other professional and expert fees.

27. Recitals and Exhibits. The Recitals are incorporated into this Agreement as if fully set forth herein.
28. Knowledge. The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.
29. Drafting Party. This Agreement has been and shall be deemed to be a product of joint drafting by the parties and there shall be no presumption otherwise.
30. Modification or amendment. This Agreement may not be modified or amended except by the express written agreement of the parties.
31. No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision or any other provision, nor shall any such waiver constitute a continuing waiver. The provisions of this Agreement may be waived only in writing by the party intended to benefit by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.
32. Severability. If any portion of the Agreement is held to be unenforceable, the remaining provisions hereof shall continue in full force and effect.
33. Cooperation and further acts. The parties shall cooperate together, and each party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as any party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.
34. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture, business relationship, or fiduciary relationship between the Parties.
35. Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, legatees, devisees, administrators, personal representatives, executors, successors, and permitted assigns.
36. Injunctive Relief. The parties acknowledge that if a party should default in any of its obligations under this Agreement, it may be impracticable to measure the resulting damages to the aggrieved party and it may not be possible to adequately compensate the aggrieved party by means of monetary damages. Accordingly, without prejudice to the right to seek and recover monetary damages, the aggrieved party shall be entitled to seek and obtain specific performance of this Agreement or other injunctive relief, and the parties each waive any defense that a remedy in damages would be adequate and any requirement that the aggrieved party post any bond or other security to obtain such relief.

The Parties have executed this Agreement to be effective the _____ day of _____, 2026 (Effective Date).

Bear River Water Conservancy District

Attest

BY: _____
Board Chairman

BY: _____
BRWCD General Manager

WILLARD CITY CORPORATION

BY: _____

Printed NAME: _____

Title: _____

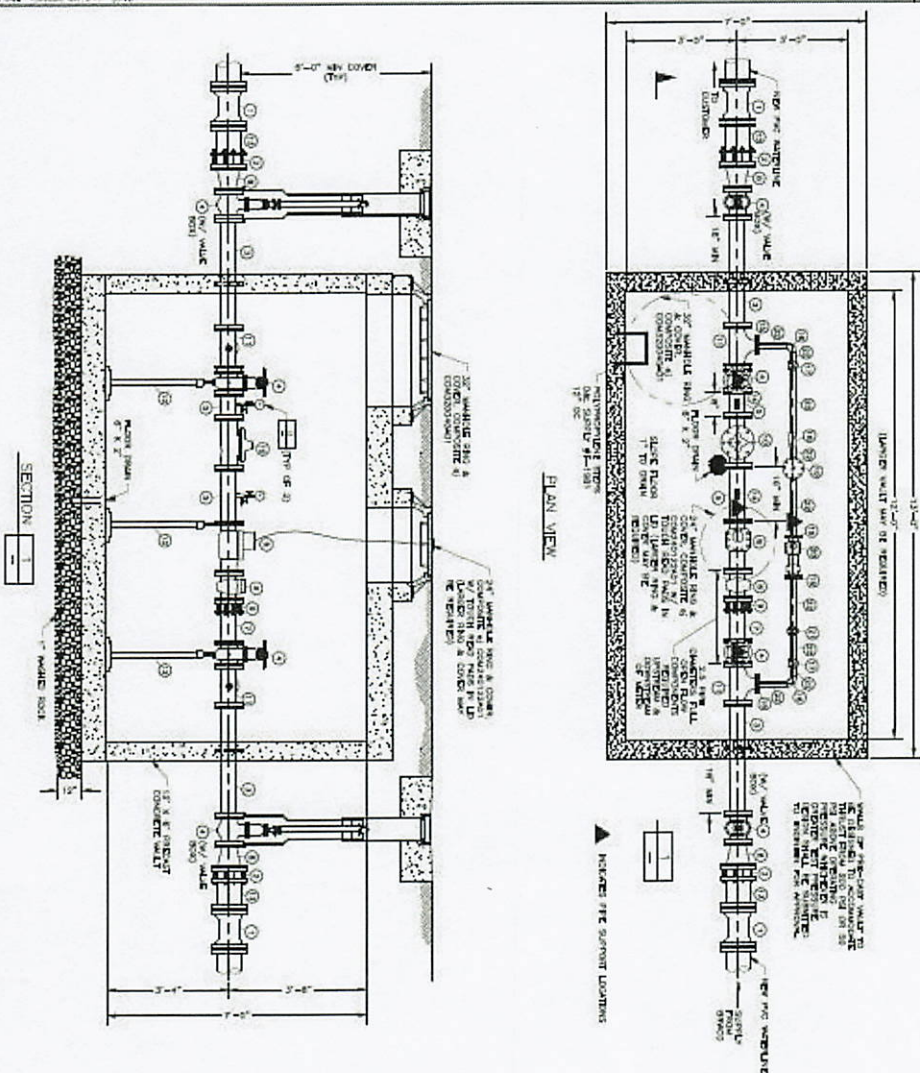
EXHIBIT C **IDENTIFICATION AND ESTIMATED COST OF BRWCD** **IMPROVEMENTS AND CITY IMPROVEMENTS**

CULINARY

Hook to existing main on 1050 W	1	\$	1,950.00	\$	1,950.00
Hook to existing main on HWY 89	1	\$	7,800.00	\$	7,800.00
UDOT Permit	1	\$	3,500.00	\$	3,500.00
8" C-900 Main	2,940	\$	45.00	\$	132,300.00
Fire Hydrant(s)	7	\$	9,700.00	\$	67,900.00
8" Valve(s)	11	\$	4,400.00	\$	48,400.00
Tee(s), Fittings	12	\$	700.00	\$	8,400.00
Plug & Block	2	\$	1,400.00	\$	2,800.00
Culinary Services	24	\$	2,025.00	\$	48,600.00
Snake Pits at hydrants	7	\$	250.00	\$	1,750.00
6" C-900 from mains to hydrants	140	\$	38.00	\$	5,320.00
Concrete collars	18	\$	750.00	\$	13,500.00
Pressure test & chlorinate	1	\$	1,950.00	\$	1,950.00
Flushing Hydrant	1	\$	3,200.00	\$	3,200.00

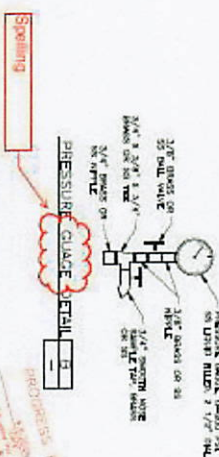
EXHIBIT D
DEVELOPMENT/CIVIL PLANS – BRWCD AND CITY

[See attached.]



MAINLINE METER STATION			
NO.	DESCRIPTION	QTY	UNIT
1	1.000 1/2" DIA. 10' LONG	1	YD
2	1.000 1/2" DIA. 10' LONG	1	YD
3	1.000 1/2" DIA. 10' LONG	1	YD
4	1.000 1/2" DIA. 10' LONG	1	YD
5	1.000 1/2" DIA. 10' LONG	1	YD
6	1.000 1/2" DIA. 10' LONG	1	YD
7	1.000 1/2" DIA. 10' LONG	1	YD
8	1.000 1/2" DIA. 10' LONG	1	YD
9	1.000 1/2" DIA. 10' LONG	1	YD
10	1.000 1/2" DIA. 10' LONG	1	YD
11	1.000 1/2" DIA. 10' LONG	1	YD
12	1.000 1/2" DIA. 10' LONG	1	YD
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16	1.000 1/2" DIA. 10' LONG	1	YD
17	1.000 1/2" DIA. 10' LONG	1	YD
18	1.000 1/2" DIA. 10' LONG	1	YD
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36	1.000 1/2" DIA. 10' LONG	1	YD
37	1.000 1/2" DIA. 10' LONG	1	YD
38	1.000 1/2" DIA. 10' LONG	1	YD
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41	1.000 1/2" DIA. 10' LONG	1	YD
42	1.000 1/2" DIA. 10' LONG	1	YD
43	1.000 1/2" DIA. 10' LONG	1	YD
44	1.000 1/2" DIA. 10' LONG	1	YD
45	1.000 1/2" DIA. 10' LONG	1	YD
46	1.000 1/2" DIA. 10' LONG	1	YD
47	1.000 1/2" DIA. 10' LONG	1	YD
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51	1.000 1/2" DIA. 10' LONG	1	YD
52	1.000 1/2" DIA. 10' LONG	1	YD
53	1.000 1/2" DIA. 10' LONG	1	YD
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55	1.000 1/2" DIA. 10' LONG	1	YD
56	1.000 1/2" DIA. 10' LONG	1	YD
57	1.000 1/2" DIA. 10' LONG	1	YD
58	1.000 1/2" DIA. 10' LONG	1	YD
59	1.000 1/2" DIA. 10' LONG	1	YD
60	1.000 1/2" DIA. 10' LONG	1	YD
61	1.000 1/2" DIA. 10' LONG	1	YD
62	1.000 1/2" DIA. 10' LONG	1	YD
63	1.000 1/2" DIA. 10' LONG	1	YD
64	1.000 1/2" DIA. 10' LONG	1	YD
65	1.000 1/2" DIA. 10' LONG	1	YD
66	1.000 1/2" DIA. 10' LONG	1	YD
67	1.000 1/2" DIA. 10' LONG	1	YD
68	1.000 1/2" DIA. 10' LONG	1	YD
69	1.000 1/2" DIA. 10' LONG	1	YD
70	1.000 1/2" DIA. 10' LONG	1	YD
71	1.000 1/2" DIA. 10' LONG	1	YD
72	1.000 1/2" DIA. 10' LONG	1	YD
73	1.000 1/2" DIA. 10' LONG	1	YD
74	1.000 1/2" DIA. 10' LONG	1	YD
75	1.000 1/2" DIA. 10' LONG	1	YD
76	1.000 1/2" DIA. 10' LONG	1	YD
77	1.000 1/2" DIA. 10' LONG	1	YD
78	1.000 1/2" DIA. 10' LONG	1	YD
79	1.000 1/2" DIA. 10' LONG	1	YD
80	1.000 1/2" DIA. 10' LONG	1	YD
81	1.000 1/2" DIA. 10' LONG	1	YD
82	1.000 1/2" DIA. 10' LONG	1	YD
83	1.000 1/2" DIA. 10' LONG	1	YD
84	1.000 1/2" DIA. 10' LONG	1	YD
85	1.000 1/2" DIA. 10' LONG	1	YD
86	1.000 1/2" DIA. 10' LONG	1	YD
87	1.000 1/2" DIA. 10' LONG	1	YD
88	1.000 1/2" DIA. 10' LONG	1	YD
89	1.000 1/2" DIA. 10' LONG	1	YD
90	1.000 1/2" DIA. 10' LONG	1	YD
91	1.000 1/2" DIA. 10' LONG	1	YD
92	1.000 1/2" DIA. 10' LONG	1	YD
93	1.000 1/2" DIA. 10' LONG	1	YD
94	1.000 1/2" DIA. 10' LONG	1	YD
95	1.000 1/2" DIA. 10' LONG	1	YD
96	1.000 1/2" DIA. 10' LONG	1	YD
97	1.000 1/2" DIA. 10' LONG	1	YD
98	1.000 1/2" DIA. 10' LONG	1	YD
99	1.000 1/2" DIA. 10' LONG	1	YD
100	1.000 1/2" DIA. 10' LONG	1	YD

ITEM NO.	DESCRIPTION	QTY	UNIT
1	1.000 1/2" x		



1. PLACE 3 PIPES APPROXIMATELY 1/2\"/>

EXHIBIT E
ESCROW CERTIFICATE

FINANCIAL GUARANTEE

ESCROW CERTIFICATE

TO THE CITY OF WILLARD, UTAH:

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

Legal Description:

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

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

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

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

DATED this ____ day of _____, 20__

Escrow Agent

Signature

Please Print Name and Title

Escrow Company Name and Mailing Address:

State of Utah)

ss

County of _____)

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

Notary Public: _____

Residing at: _____

.....

APPROVED:

City Manager, City of Willard

Date

State of Utah)

ss

County of Box Elder)

On the _____ day of _____, 20____

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

Notary Public: _____

Residing at: _____

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT F
FORM OF BILL OF SALE FOR BRWCD IMPROVEMENTS

BILL OF SALE

WHEREAS, the undersigned Applicant (the “**Applicant**”) has constructed new facilities for the use of the Bear River Water Conservancy District (the “**District**”); and

WHEREAS, the Applicant has agreed to convey to the District all of Applicant’s right, title and interest in and to the described on attached Exhibit 1 (collectively, the “**New Facilities**”); and

WHEREAS, a bill of sale is to be given prior to the date water service is provided by the District to the Applicants Development;

1 NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Applicant does hereby transfer, assign, sell, convey, and deliver all right, title and interest in the New Facilities to the District, without condition or reservation. The Applicant warrants and represents to the District that: (a) the title conveyed is good, absolute and without defect; (b) all charges for labor, material, power, services, and other expenses related to the design, fabrication, construction, installation, operation, and maintenance of the New Facilities have been fully paid and discharged; (c) there are no liens or encumbrances against the New Facilities; and (d) the Applicant has authority to execute and deliver this Bill of Sale. The Applicant has agreed, and hereby reaffirms its obligation, to indemnify, defend and hold harmless the District for all liens, encumbrances, and adverse claims of title against the New Facilities.

Dated this ____ day of _____, 2026.

Applicant:

Hashtag Seven CVCW LLC,
a Utah limited liability company

By _____

Title _____

EXHIBIT 1

DESCRIPTION OF THE NEW FACILITIES

The New Facilities include the following:

A drawing illustrating the layout of the New Facilities is attached to this exhibit.

(See attached)

City Council Meeting

Meeting Minutes

August 13, 2026, 6:30 PM

1. Call to Order

Mayor Travis Mote called the Willard City Council meeting to order on Thursday, August 13, 2026, at 6:30 PM at Willard City Offices, 80 West 50 South, Willard, Utah.

a. Invocation

The invocation was offered by Council Member Rodney Mund.

b. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Jacob Bodily.

c. Conflict of interest declaration

No conflicts of interest were declared.

2. Public Presentation

Mayor Mote opened the public comment period, allowing residents three minutes each to address items not on the agenda. Two residents addressed the Council.

Diana Baker (276 West Center Street) raised three concerns. First, she expressed worry about wildfire risk near the railroad tracks at the bottom of Center Street, citing dry weeds adjacent to homes and an abandoned debris basin on 5th West filled with dried vegetation. She noted that with over 30 homes in that area, there is currently only one ingress/egress route and called for a second way out. Second, she pointed out that the city's municipal code defining street types (Section 24.64.020) does not include a definition for emergency egress routes, and suggested the ordinance be updated accordingly. Third, she commented on the need for stronger language than "eventually" when requiring developers to complete road improvements tied to subdivision phases, referring to a recent development where roads on 4th and 5th West are not scheduled until Phase 5.

Doug Younger (116 South Main) raised several maintenance concerns. He noted that handrails on the exterior of the city building had rusted holes and posed a safety hazard. He also raised concern about a fire hydrant at 450 West 200 North that had been bagged and out of service for an extended period. Maintenance Supervisor Payden Vine clarified that the hydrant's stem was bent, that parts had been difficult to obtain, and that the hydrant had been down approximately two months. City Manager Jeremy Kimpton redirected the public comment exchange, noting that specific questions should be addressed to the Council rather than as a back-and-forth with staff. Mr. Younger also raised concerns about the allocation of tasks to volunteer firefighters, including ordering supplies and cleaning facilities, expressing frustration that volunteers were being overburdened.

3. Planning Commission Report

Planning Commission Chair Chandler Bingham reported that the Commission held a public hearing regarding the Justin Dixon subdivision, which involves splitting a lot on Hargis Hill Road to separate a barn from a house. The Commission also discussed amending the code to establish a minimum driveway setback distance from corner intersections, as no specific provision currently exists in the code for this situation.

4. Public Hearing

a. A public hearing to receive public comments regarding a proposed resolution to amend the Willard City Prevailing Fee Schedule

Mayor Mote opened the public hearing. City Manager Kimpton summarized the proposed changes: a flat fee of \$150.00 would be established for conditional professional review (e.g., geotechnical reports) on building permits where technical review beyond staff capacity is required, particularly on the west side of town. The proposal also clarified language regarding the \$2,000 escrow bond, allowing the city to draw from it to recover professional review costs.

No public comments were received.

Motion to close the public hearing was made by Council Member Jacob Bodily and seconded by Council Member Rodney Mund. The motion carried unanimously.

5. New Business

a. Action item: Discussion/Approval of Resolution No. 2026-11 — A Resolution amending the Willard City Prevailing Fee Schedule to establish an infrastructure protection security escrow and conditional professional review fee for standalone and infill building permits

The Council found the resolution straightforward and consistent with the discussion held during the public hearing.

Motion to approve Resolution No. 2026-11 was made by Council Member Jacob Bodily and seconded by Council Member Rodney Mund. Upon roll call vote: Council Member Bodily — Yes; Council Member Mund — Yes; Council Member Mike Braegger — Yes. Motion carried.

b. Action item: Continued Discussion/Approval of Resolution No. 2026-13A — A Resolution of the Willard City Corporation adopting the Willard City Economic Development Strategic Plan completed under the FY2024 Rural Communities Opportunity Grant

The mayor noted that the plan had been reviewed and that the Planning Commission had made tweaks that were well-received. The Council expressed general satisfaction with the document and an interest in beginning to implement its action items.

Motion to adopt Resolution No. 2026-13A was made by Council Member Rodney Mund and seconded by Council Member Jacob Bodily. Upon roll call vote: Council Member Bodily — Yes; Council Member Mund — Yes; Council Member Braegger — Yes. Motion carried.

c. Action item: Discussion/Consideration of Ordinance No. 2026-12 amending Sections 24.01.060 and 24.44.050 (1) and (3) of the Willard City Zoning Code regarding frontage requirements for corner lots

City Manager Kimpton explained that the ordinance would require a minimum of 100 feet of frontage on each street frontage of a corner lot, rather than allowing one frontage to be reduced. He noted that Planning and Zoning had additionally requested a follow-up proposal to set a minimum 50-foot setback distance from stop signs for driveways on corner lots, which would be addressed separately. Council Member Braegger, who had served on the Planning Commission reviewing this item, indicated his support.

Motion to approve Ordinance No. 2026-12 was made by Council Member Mike Braegger and seconded by Council Member Rodney Mund. Upon roll call vote: Council Member Bodily — Yes; Council Member Mund — Yes; Council Member Braegger — Yes. Motion carried.

d. Action item: Discussion/Consideration of Resolution No. 2026-06 — A Resolution of the Willard City Council Approving Amendments to the Official Zoning Map and the Future Land Use Map contained within the Willard City General Plan

City Planner Madison Brown presented Resolution No. 2026-06, explaining that she had reviewed approximately 10–11 years of prior council-approved rezones and found that the official zoning map had not always been updated consistently. The resolution was intended to ratify those previously approved changes and correct the map accordingly. A companion ordinance amending the future land use map based on recent rezones was also referenced.

During discussion, Council Member Mund and the Mayor raised questions about which version of the map was being used and whether the "proposed" map accurately reflected current and future designations. City Attorney Amy Hugie and City Manager Kimpton indicated that the resolution and its accompanying ordinance needed additional alignment before adoption. The Council agreed to table the item so that both documents could be brought back together in a consistent and complete form.

Motion to table Resolution No. 2026-06 was made by Council Member Rodney Mund and seconded by Council Member Jacob Bodily. The motion carried unanimously.

e. Action item: Discussion on Willard City Parks & Facilities Operational Hours and Prohibited Camping on Public Property

City Manager Kimpton introduced Officer Jordan Harper of the Willard City Police Department to present on this topic. Officer Harper explained that the city currently lacks an ordinance establishing operational hours for city parks, which limits the Police Department's ability to address loitering and vandalism occurring in the late-night hours. He indicated that incidents have been observed between approximately 10:00 PM and 3:30 AM, and proposed park hours of 10:00 PM to 5:00 AM as a reasonable framework, noting that 10:00 PM is also when public works staff lock the park restrooms. The Council briefly discussed the 5:00 AM opening time as it relates to early morning walkers, and agreed the timeframe was appropriate. The draft ordinance also contemplates a process for one-time exemptions for events such as the Fourth of July.

Officer Harper also described a separate but related issue involving individuals living in their vehicles in residential areas. The city currently has no ordinance to address this, and residents have called in concerns. Council Member Bodily expressed support but noted the importance of distinguishing between someone simply stopping to rest while traveling through and someone establishing a prolonged encampment. Officer Harper indicated the intent was to address recurring stays, similar to the policy employed by nearby Flying J, which permits one-night stays but not extended occupation. City Attorney Hugie noted that defining "camping" requires careful legal language, citing case law where a judge had to consider whether the absence of marshmallows and s'mores affected the characterization of a camper. The Council directed staff to draft a formal ordinance on both topics for future review.

f. Discussion of Issues on Hargis Hill

Mayor Mote initiated discussion noting that a development on the Perry side of Hargis Hill Road is progressing and will add approximately 15–20 homes, with a realigned highway access point near the KOA road rather than the existing entrance. He reported receiving calls from multiple residents concerned about increased traffic on Hargis Hill Road and questioned whether the city should prioritize improvements to that corridor.

Council Member Braegger, a former Hargis Hill resident, noted that any improvement project would be complex and costly. He described existing conditions including approximately two inches of asphalt over concrete that is causing road deterioration, landscaping that has encroached into the city right-of-way, overgrowing trees near the Willard–Perry border that had at times prevented school bus service, and recurring flooding issues. He noted that a drainage system was installed a few years ago that could interface with future curb and gutter work.

Council Member Mund noted that the only infrastructure improvement the city has made in that area in recent memory was an extension of the water line, and he underscored the need to proactively assess the road given anticipated development pressure. He suggested exploring grants, including transportation-related grants, and potentially coordinating the city's improvement project with Perry's construction timeline to achieve cost

efficiencies. City Manager Kimpton committed to obtaining preliminary cost estimates from the city engineer and presenting phased options to the Council.

A related issue was raised regarding the Dixon subdivision matter currently before the Planning Commission. Because the Dixons wish to split their lot on Hargis Hill Road, a deferral agreement would normally require them to install curb and gutter. The mayor noted that it would be helpful to have a clearer city position on the road's future before that deferral agreement is finalized.

g. Discussion of Pineview Trail Connection

Mayor Mote reported that he and City Manager Kimpton had recently met with representatives from Pine View Irrigation, who are exploring the possibility of piping their entire canal system and constructing a trail along the top. Pine View is seeking a letter of support from Willard City as part of their grant application process, noting that Willard is the one community they had not yet engaged. The mayor noted that the city already has trails planned in its future land use documents, that the canyon trail is already in use, and that community members currently use the adjacent road informally as a walking path.

Council Member Braegger observed that the project could effectively complement or partially replace the lower Bonneville Shoreline Trail. Council Member Mund noted the environmental benefit of piping the canal, as a significant percentage of water—estimated around 30%—is currently lost to evaporation, and that directing saved water toward the Great Salt Lake could support funding eligibility. City Manager Kimpton indicated he would follow up with Pine View to obtain suggested letter language and would return with a resolution for formal Council approval.

h. Action item: Discussion of Grant from Enbridge in the amount of \$15,500.00, with Approval to use part of said grant to purchase an Ambulance from Tremonton City Surplus in the amount of \$10,000.00

Fire Chief Van Mund reported that the city had received confirmation of a \$15,500 grant from Enbridge Gas, awarded in support of the city's upcoming ambulance service. Upon submission of the city's W-9, a check would be issued. He noted that a 2012 Chevrolet ambulance in good condition had become available from Tremonton City Surplus for \$10,000, and that Tremonton had approved the sale pending Council authorization. The department would conduct a physical inspection before committing fully.

City Manager Kimpton indicated that because the purchase falls within the approved budget and the grant revenue exceeds the expenditure, it may not require formal action, and he would verify with the city's finance contact. The Council expressed general concurrence with proceeding.

Fire Chief Mund also provided an informational update on the State of Utah's Rural Health Transformation Program, which has approximately \$12.5 million available this grant cycle opening September 13th. The department intends to apply for a power cot and power load system for one of the ambulances. He described how a power load system automates the loading of the cot into the ambulance, reducing the risk of injury to EMS personnel. He noted new systems run approximately \$80,000, while refurbished prior-year models with equivalent warranties can range from \$19,000 to \$35,000 for the cot and potentially less for the load system.

i. Action item: Discussion/Consideration of Ordinance No. 2026-13 Approving corrections to the Willard City Zoning Map referenced in 24.40.020 of the Willard Zoning Code

City Attorney Hugie indicated this item needed to be tabled, as it was identified as still requiring corrections.

Motion to table Ordinance No. 2026-13 was made by Council Member Rodney Mund and seconded by Council Member Jacob Bodily. The motion carried unanimously.

6. Next Meeting Agenda – August 27, 2026

Mayor Mote noted that August 27th coincides with the Box Elder County Fair and that he would be traveling for work on August 26th. Given the absence of pressing agenda items, he indicated he was canceling the August 27th meeting under his mayoral authority, which City Attorney Hugie confirmed he had the authority to do. Staff were directed to notify the public of the cancellation. The next regular meeting will be in September.

7. Upcoming Events

City Recorder Diana Mund asked about a pending "Day of Service" event. Mayor Mote indicated nothing had been confirmed yet, but suggested that if the request comes in, a potential project could involve maintenance work on the city trail.

City Planner Brown noted that the Box Elder County Summit is scheduled for September 24th, from 9:00 AM to 3:30 PM at the Brigham City Campus. She noted the event had been tailored this year toward smaller communities and that she had been involved in planning it.

8. Approval of July 23, 2026, Meeting Minutes

Council Member Braegger stated the minutes appeared accurate and moved for their approval.

Motion to approve the July 23, 2026, meeting minutes was made by Council Member Mike Braegger and seconded by Council Member Rodney Mund. The motion carried unanimously.

9. Staff Reports

a. Public Works

Maintenance Supervisor Payden Vine reported that the upper well had been down for approximately one month due to an unidentified failure. After camera inspection and several attempts to repair, the necessary components were replaced, and the well is back in service. He also reported that a sign that had blown down at the Children's Park had been restored and that dry landscaping had been installed around it. Mayor Mote directed that fire hydrant maintenance be elevated to a top priority and that Fire Chief Mund be notified the same day any hydrant is reported out of service. Council Member Mund raised concern about the pipe class below the hydrant at 450 West 200 North, cautioning that if excavation becomes necessary, the existing pipe may be substandard. Supervisor Vine indicated the plan is to replace the stem and that the hydrant on the north end of town that leaks at the packing would also need to be replaced due to difficulty obtaining parts for the older model.

Mayor Mote also directed Supervisor Vine to review the drainage situation at the intersection of 200 South and the highway, where new curbing appears to terminate without a corresponding drainage inlet on one side of the road, and to follow up with the state's project engineer. Supervisor Vine confirmed he was already coordinating with that team.

Regarding the Granite subdivision, Mayor Mote raised concern about a large unvegetated embankment exposed during road grading, asking whether a restoration or hydro-seeding requirement exists. City Planner Brown noted that the area consists of platted building lots and that no hydro-seeding requirement applies until construction activity begins on individual lots. The mayor expressed concern that the exposed soil could erode onto adjacent properties and roadways during heavy rain and directed staff to investigate what options the city may have to address this.

b. Police Department

Police Chief Theron Fielding reported that Officer Caleb Hathcock has completed training and is now working independently. Officer Norma Martinez remains on light duty. Chief Fielding noted that enforcement efforts in the construction zone on the highway have resulted in citations for speeds as high as 80 mph in a 45-mph zone. Council Member Braegger acknowledged ongoing concerns about commercial vehicles traveling through the construction zone from the south.

Chief Fielding also reported that the road closure on 200 West has been causing significant difficulty for agricultural operations, as farmers cannot move equipment to their fields. He indicated a local farmer had contacted him to report that rain may temporarily delay hay cutting, and he is hopeful 200 West can be reopened within approximately two weeks. Mayor Mote expressed frustration with the length of the closure and the absence of a workable contingency plan for access.

c. Fire Department

Fire Chief Van Mund reported that the department had received preliminary pricing on a steel building structure. The steel alone is estimated at approximately \$149,000 for a 5,500-square-foot structure, and the department is still awaiting an opportunity to speak with the manufacturer's CEO about a potential discount. Preliminary concrete estimates for footings and foundation (not including rebar) came in around \$55,000. The manufacturer indicated steel buildings are backordered until mid-December. Chief Mund stated he would also be soliciting pricing from other vendors. (This item is noted in relation to the fire station building project discussed in the staff report context.)

d. City Manager

City Manager Jeremy Kimpton had no formal report items beyond those addressed during the agenda.

e. City Planner

City Planner Madison Brown noted the Box Elder County Summit on September 24th (see Upcoming Events above).

f. City Attorney

City Attorney Amy Hugie indicated she would have matters to address in the closed session.

g. City Recorder

City Recorder Diana Mund had no additional items.

10. Council Member Reports

a. Jacob Bodily

Council Member Bodily issued a public health advisory regarding West Nile virus. He reported that Box Elder Mosquito Abatement had recorded a positive test rate of approximately 30% in the area, with confirmed positive pools in Willard and Brigham City. He noted that the mosquito species that carries West Nile virus does not bite during daylight hours and urged residents to avoid being outdoors between sundown and sunrise. He encouraged the public to follow Box Elder Mosquito Abatement on Facebook for updates.

b. Rod Mund

Council Member Mund raised concern about a gated access at 450 West and 200 North, where a city water line runs through an area that appears to have been fenced off by a private landowner. He questioned whether the city retains an easement for the water line and whether it has a key to the gate. City Attorney Hugie confirmed that if the city has an easement—which City Manager Kimpton indicated it does—access must be maintained. She committed to researching the nature and extent of the easement.

c. Mike Braegger

Council Member Braegger reported that a citizen had inquired about the city's sewer repayment schedule, unaware that the debt extends to approximately 2045. He asked where citizens could be directed for this information and was advised they could submit a GRAMA request, with staff noting the document is public record and could potentially be posted to the city website.

Council Member Braegger also reported that repairs to the spillway near the highway construction zone will be delayed until October, as the current road configuration does not provide adequate shoulder access. He confirmed this does not affect the city's project timeline.

Council Member Braegger provided a report from the Willard Flood Control District meeting, where a developer from the Deer Run, subdivision had appeared to request the ability to route dewatering discharge from homes with basements into the flood control drainage system. Flood control's engineer determined that the downstream drainage pipe is already at or near capacity and cannot accommodate a continuous dewatering flow. Flood control suggested alternatives including an on-site retention pond that could feed the subdivision's secondary water system. City Attorney Hugie provided additional context, explaining that the relevant plat note requires lot-specific groundwater evaluations within 60 days of applying for a building permit and confirmation that the basement floor will be at least three feet above the highest known groundwater elevation or installation of a permanent engineered dewatering system. She noted the city has been in a protracted dispute with Deer

Run's national builder over the definition of a "permanent dewatering system," and that the same plat language applies to the Orchards subdivision. She suggested the city consider retaining water rights attorney Mike Craig Smith to help resolve how the groundwater provisions should be interpreted and enforced. Council Member Mund and Mayor Mote both expressed concern about the environmental permitting implications of dewatering, noting that any diversion of groundwater may require a state permit. City Attorney Hugie also noted that a formal interlocal agreement between Willard City and Willard Flood Control District is needed to clarify each entity's maintenance responsibilities and operational relationship.

d. Rex Christensen

No report.

e. Jordan Hulsey

No report.

11. Mayor's General Correspondence and Information

Mayor Mote raised the topic of amending the city's subdivision ordinance to separate the preliminary plat process from the site improvement plan (construction drawings) requirement. Currently, Willard requires construction drawings to be submitted concurrently with the preliminary plat, which forces smaller developers to invest significant engineering expense before zoning compliance and lot layout have been confirmed. City Manager Kimpton and City Attorney Hugie both indicated that most cities require construction drawings at the final plat stage, and that the preliminary plat review should focus on lot sizes, frontages, and consistency with the general plan. The Council expressed support for this approach. City Manager Kimpton indicated he would work with the city engineer to draft an ordinance amendment, take it to the Planning Commission, and return it to the Council for formal action.

The mayor also revisited the fire department support concerns raised during public comments. He suggested that budget discussions in the coming year should evaluate whether the fire department's volunteer staff are being overburdened with administrative and maintenance tasks and whether additional compensation or staffing support is warranted. City Manager Kimpton clarified that the bathroom cleaning at the fire station is handled by a paid city staff member and is not the responsibility of volunteers. He acknowledged that staffing has been stretched thin due to a vacancy on the public works side and that the fire department's needs have been on his radar. He committed to working with the finance officer to explore additional compensation options and to continuing to meet regularly with Fire Chief Mund to better support the department's needs.

12. Consideration of Motion to Enter a Closed Session

Motion to enter a closed session to discuss pending or reasonably imminent litigation as permitted under Utah Code § 52-4-205(1)(c) was made by Council Member Rodney Mund and seconded by Council Member Jacob Bodily. Upon roll call vote: Council Member Bodily — Yes; Council Member Mund — Yes; Council Member Braegger — Yes. Motion carried.

The meeting entered closed session.

13. Adjourn

The meeting was adjourned following the conclusion of the closed session.

Minutes prepared by the Willard City Recorder. Thursday, August 13, 2026 — Willard City Offices, Willard, Utah.