**Notice is hereby given that the**
**WILLARD CITY PLANNING COMMISSION**
**Will meet in a regular session on**
**Thursday, September 17, 2026 – 6:30 p.m.**
**Willard City Hall, 80 West 50 South**
**Willard, Utah 84340**

## AGENDA

*(Agenda items may or may not be discussed in the order they are listed and may be tabled or continued as appropriate.) Public comment may or may not be allowed.*

1. Prayer
2. Pledge of Allegiance
3. General Public Comments (Input for items not on the agenda. Individuals have three minutes for open comments)
4. Report from City Council
5. Discussion/Action Items
   a. Review and consideration of the First Amendment to the Broke Ass Ranch Subdivision and recommendation regarding the applicability of the existing Deferral Agreement to the proposed three-lot subdivision.
   b. Review and discuss proposed amendments to 24.16 of the Willard City Zoning Code regarding off-street parking requirements (continued from September 3, 2026)
   c. Review conditional use permit issued to Blair Dean on September 23, 2005, for a single-family dwelling on sensitive land located at approximately 135 South 100 East (Parcel No. 02-050-0077), (previously reviewed on December 7, 2023)
   d. Discussion regarding regulations for lot widths and setbacks for cul-de-sac lots found in 24.44.050(3) and 24.80.130(B)[2] of the Willard City Code
6. Consideration and approval of regular Planning Commission minutes for September 3, 2026
7. Discussion regarding agenda items for the October 1, 2026, Planning Commission meeting
8. Adjourn

I, the undersigned duly appointed and acting Deputy City Recorder for Willard City Corporation, hereby certify that a copy of the foregoing notice and agenda was posted at the Willard City Hall, on the State of Utah Public Meeting Notice website https://www.utah.gov/pmn/index.html, on the Willard City website www.willardcityut.gov, and sent to the Box Elder News Journal this 11th day of September, 2026.

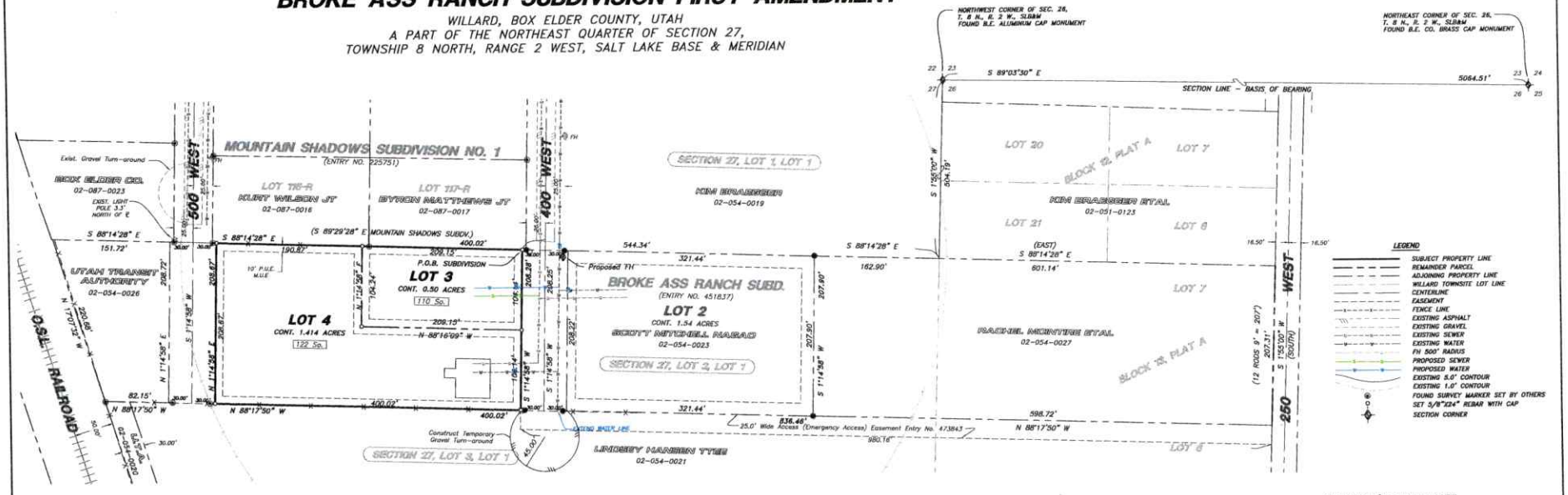
/s/ **Michelle Drago**
Deputy City Recorder

NOTICE OF SPECIAL ACCOMMODDTION DURING PUBLIC MEETINGS - In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Office at 80 West 50 South, Willard, Utah 84340, phone number (435) 734-9881, at least three working days prior to the meeting.

# ITEM 5A

# BROKE ASS RANCH SUBDIVISION FIRST AMENDMENT

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




NOTES:

1. BUILD TO AVOID FLOODING.
2. THE SUBJECT PROPERTY DOES NOT FALL IN A F.E.M.A. FLOOD PLAIN.
3. ALL PUBLIC UTILITY EASEMENTS (P.U.E.) ARE 10.00 FEET WIDE UNLESS NOTED OTHERWISE.
4. LOT 2 IS NOT AFFECTED BY THIS AMENDMENT.
5. ALL PORTIONS OF THE ORIGINAL PLAT NOT SPECIFICALLY AMENDED HEREON SHALL REMAIN IN FULL FORCE AND EFFECT.

SCALE: 1" = 60'
0 60 120
Scale in Feet
(Data in Parenthesis is Record)




DEVELOPER:
ROD BRAEGGER
110 S 400 W
(801) 734-0408

## NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO AMEND LOT 1, BROKE ASS RANCH SUBDIVISION, FILED AS ENTRY NO. 451837 IN THE FILES OF THE BOX ELDER COUNTY RECORDERS OFFICE BY CREATING A TWO LOT SUBDIVISION AS SHOWN AND DESCRIBED HEREON AND TO ESTABLISH AND SET THE PROPERTY CORNERS AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY ROD BRAEGGER. THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS MOUNTAIN SHADOWS SUBDIVISION NO. 1, ENTRY NO. 225751, THE OFFICIAL WILLARD CITY PLAT AND ROS#'S 031509-FF79 & 041684-FF79 ALONG WITH THE EXISTING BOX ELDER COUNTY SURVEY MONUMENTATION SURROUNDING SECTION 26 AND 27, T8N, R2W, SLB&M.

THE BASIS OF BEARING IS THE NORTH LINE OF SAID SECTION 26 WHICH BEARS SOUTH 89°03'30" EAST, UTAH NORTH, STATE PLANE, CALCULATED N.A.D.83 BEARING.

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE AMENDED AND SUBDIVIDED INTO TWO (2) LOTS AS SHOWN ON THIS PLAT AND NAME SAID TRACT BROKE ASS RANCH SUBDIVISION FIRST AMENDMENT AND HEREBY DEDICATE, GRANT AND CONVEY TO WILLARD CITY, BOX ELDER COUNTY, UTAH, ALL THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY EASEMENTS (PUE) AND MUNICIPAL EASEMENTS (MSE) AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY WILLARD CITY.

THIS _____ DAY OF _____, 2026.

_____
RODNEY A. BRAEGGER

_____
DEBBIE L. BRAEGGER

## ACKNOWLEDGMENT

STATE OF UTAH )
: ss
COUNTY OF BOX ELDER )

ON THIS ____DAY OF _____ 2026, RODNEY A. BRAEGGER AND DEBBIE L. BRAEGGER, AS JOINT TENANTS, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF BOX ELDER, IN THE STATE OF UTAH, THE SIGNER OF THE ATTACHED OWNERS DEDICATION, TWO IN NUMBER, WHO DULY ACKNOWLEDGED TO ME SHE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

_____
NOTARY PUBLIC

## SURVEYOR'S CERTIFICATE

I, K. GREG HANSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT: AND BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-73-504 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE HEREBY AMENDED AND SUBDIVIDED SAID TRACT INTO TWO (2) LOTS, KNOWN HEREAFTER AS BROKE ASS RANCH SUBDIVISION FIRST AMENDMENT AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS 16TH DAY OF JULY, 2026.

K. GREG HANSEN, P.L.S.
UTAH LAND SURVEYOR LICENSE NO. 167819

## SUBDIVISION BOUNDARY DESCRIPTION

ALL OF LOT 1, BROKE ASS RANCH SUBDIVISION FILED AS ENTRY NO. 451837 IN THE FILES OF THE BOX ELDER COUNTY RECORDER BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF 400 WEST STREET LOCATED 504.19 FEET SOUTH 01°55'00" WEST AND 544.34 FEET NORTH 88°14'28" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 27 (BASIS OF BEARING IS THE NORTH LINE OF SECTION 26 WHICH BEARS SOUTH 89°03'30" EAST);

RUNNING THENCE SOUTH 01°14'58" WEST 208.27 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 88°17'50" WEST 400.02 FEET TO THE THE SOUTHWEST CORNER OF SAID LOT 1 BEING ON THE EAST RIGHT-OF-WAY LINE OF 500 WEST STREET; THENCE NORTH 01°14'58" EAST 208.67 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88°14'28" EAST 400.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.914 ACRES.

## COUNTY RECORDER'S NO. _____

STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ FEE _____
ABSTRACTED _____
_____
INDEX _____
FILED IN: ____ FILE OF PLATS
_____ COUNTY RECORDER

## ENGINEER'S CERTIFICATE

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

_____ DATE
_____ ENGINEER

## APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, A.D., 2026.

_____ ATTORNEY

## APPROVAL AND ACCEPTANCE

PRESENTED TO THE WILLARD CITY COUNCIL THIS _____DAY OF _____ A.D., 2026, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: _____ CLERK
_____ MAYOR

## PLANNING COMMISSION APPROVAL

APPROVED THIS _____DAY OF _____A.D., 2026, BY THE WILLARD CITY PLANNING COMMISSION.

_____ CHAIRMAN
_____ DATE


HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hales.net
Brigham City (435) 723-3491 Ogden (801) 399-4905 Logan (435) 752-8272
Celebrating 60 Years of Business


26-3-145 26-3-145x23 broegger 082026.dwg

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# Planning Commission
# Staff Report
# Broke Ass Ranch Subdivision Amendment

## Planning Commission's Authority as ALUA
## Planning Commission's Recommendation

### I. REQUESTED ACTION

The applicant, Rod and Debbie Braegger, has submitted a proposed First Amendment to the recorded Broke Ass Ranch Subdivision. The proposed amendment would add a third lot to the existing two-lot subdivision.

The Planning Commission is being asked to:

1. **Review and take action on the proposed First Amendment to the Broke Ass Ranch Subdivision;**
2. **Determine whether the proposed third lot may be created without an additional access connection;**
3. **Consider whether the proposed amendment complies with applicable subdivision, access, roadway, utility, fire protection, and other City requirements;**
4. **Make a recommendation to the City Council regarding the applicability and potential modification of the existing Deferring Public Improvements Agreement; and**
5. **Make a recommendation to the City Council regarding the Temporary Easement and Access Agreement, including the future access connection contemplated by that agreement.**

**The Planning Commission has authority to approve or deny the subdivision amendment. However, any decision to amend, extend, clarify, or otherwise modify the existing Deferral Agreement or Temporary Easement and Access Agreement should be referred to the City Council for final action.**

## II. BACKGROUND

### A. Original Broke Ass Ranch Subdivision

The Broke Ass Ranch Subdivision was originally recorded as a two-lot subdivision. The subdivision was approved with associated subdivision improvement plans and infrastructure requirements.

The City's construction drawings for the subdivision were reviewed and accepted by the City Engineer on April 25, 2022. The City Engineer's acceptance stated that the approved drawings were to be used for construction of the required subdivision improvements.

### B. Proposed First Amendment

The applicant has submitted a proposed First Amendment to the Broke Ass Ranch Subdivision that would add a third lot to the existing subdivision.

The amendment is being reviewed under Willard City Code §24.80.090 and applicable Utah Code provisions governing amendments to recorded subdivision plats. The Commission's action on the subdivision amendment is separate from its recommendation to the City Council regarding the existing agreements.

### C. Deferring Public Improvements Agreement

On May 4, 2023, the property owners entered into a Deferring Public Improvements Agreement with Willard City. The agreement applies to Lots 01 and 02 of the Broke Ass Ranch Subdivision and defers the installation of curb, gutter, and sidewalk. The Agreement does not explicitly defer required improvements on 500 W, including paving the road.

The agreement includes a provision requiring the deferred improvements to be constructed within 60 days after written request from the Public Works Director, as directed by the City Council. It also includes language restricting further development or issuance of additional building permits until the deferred improvements have been installed. It appears to contradict itself. The Commission should consider how to clarify the timing of the installation of required improvements.

Because the proposed amendment would add a third lot, the Commission should consider whether the existing agreement should continue to apply to the amended subdivision or whether the agreement should be amended or supplemented.

### D. Temporary Easement and Access Agreement

On February 3, 2025, the property owners entered into a Temporary Easement and Access Agreement. The agreement contemplates future development and a future public road connection to 400 West or 500 West. It also provides that Broke Ass Ranch would be

responsible for constructing and connecting the public road to 400 West when future development extends 400 West to the edge of the subdivision.

The agreement is relevant to the proposed third lot because it addresses future access and roadway connections. The Commission should determine whether the proposed third lot can be approved under the current access configuration or whether an additional access connection or other access-related condition is necessary.

**E. City Council Direction**

At its July 23, 2026 meeting, the City Council reviewed the history of the Broke Ass Ranch Subdivision and the existing Deferral Agreement. The Council recognized the May 4, 2023 Deferral Agreement as valid and approved by the City for the original two lots.

The Council also discussed the agreement's provisions concerning the timing of deferred improvements, additional development and building permits, and the fact that the agreement was drafted before the proposed third lot existed. The Council deferred further action regarding the timing of curb, gutter, and sidewalk improvements, required improvements along 500 West, and the issuance of additional building permits until after the Planning Commission reviewed the proposed subdivision amendment and provided a recommendation.

## III. ISSUES FOR PLANNING COMMISSION CONSIDERATION

### Issue 1: Approval of the Subdivision Amendment: Should the Subdivision Amendment be Approved?

The Planning Commission, acting as the ALUA, may approve or deny the proposed First Amendment to the Broke Ass Ranch Subdivision.

In reviewing the amendment, the Commission should consider whether the proposed third lot complies with applicable City requirements, including:

- Lot configuration and dimensions;
- Legal and physical access;
- Fire access and emergency access;
- Roadway and frontage requirements;
- Culinary water and sanitary sewer service;
- Storm drainage;
- Required easements;
- Existing development agreements; and
- Any other applicable subdivision standards.

The Commission should determine whether the proposed third lot can be approved as presented, approved subject to conditions, or denied.

**Issue 2: Access and Temporary Easement and Access Agreement: The Temporary Emergency Access Should Help Determine the Commission's Decision on the Amendment.**

The proposed amendment raises the question of whether the third lot can be created without another access connection. This will bring the number of lots on one access and one emergency access up to 37.

The Temporary Easement and Access Agreement contemplates a future public road connection to 400 West. The agreement also contemplates that Broke Ass Ranch would be responsible for constructing and connecting a public road to 400 West when that road is extended to the subdivision.

For purposes of the subdivision amendment, the Commission should consider:

- Whether the proposed third lot has adequate legal and physical access;
- Whether the existing accesses can safely serve an additional lot;
- Whether another access connection is required;
- Whether the existing temporary access arrangement is sufficient;
- Whether the future 400 West connection is necessary for the third lot; and
- Whether conditions should be placed on the subdivision amendment.

**Issue 3: Deferral Agreement And The Proposed Third Lot: Should The Deferral Agreement Still Apply With An Additional Third Lot And When Should The Improvements Be Required To Be Installed?**

The existing Deferral Agreement applies to the original two lots and defers curb, gutter, and sidewalk improvements.

The proposed third lot was not included in the original agreement. Therefore, the Commission should consider whether the agreement should apply to the amended three-lot subdivision.

The Commission should make a recommendation to the City Council regarding:

- Whether the Deferral Agreement should continue to apply to the subdivision with an additional third lot;
- Whether the agreement should be amended or supplemented;
- Whether curb, gutter, and sidewalk improvements should remain deferred;
- When the improvements should be required to be installed; and
- When further building permits can be issued in the subdivision.

The Commission is not being asked to amend the Deferral Agreement itself. Its role is to provide a recommendation to the City Council.

### Issue 4: Improvements Along 500 West: Should The Paving Of 500 W Also Be Deferred Or Required Now?

The City Council specifically deferred the question of required improvements along 500 West. 500 W is not paved in front of the West side of Braegger property.

The Deferral Agreement addresses curb, gutter, and sidewalk improvements but does not expressly identify 500 West in the agreement language reviewed by staff. However, the construction drawings that were approved by the City did not include 500 West street improvements. Although those improvements may have been required under applicable City standards, their omission from the approved drawings may represent a City oversight or create ambiguity regarding the improvements required for the subdivision.

The Commission should make a recommendation to the City Council regarding whether:

- The 2022 approved construction drawings did not include 500 W improvements;
- Was the Deferral Agreement intended to defer those improvements?
- Should the 500 West improvements should be addressed through an amendment, supplemental agreement, separate construction requirement, or other City action?

## IV. STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following actions:

### A. Subdivision Amendment

**Review and take action on the proposed First Amendment to the Broke Ass Ranch Subdivision. The Commission may approve the amendment, approve it with conditions, continue the matter for additional information, or deny the amendment based on the applicable City requirements.**

### B. Recommendation Regarding the Deferral Agreement

**Make a recommendation to the City Council whether the Deferral Agreement should be amended or supplemented regarding:**

1. **Whether the agreement still apply with an additional lot;**
2. **When the improvements should be required to be installed;**
3. **Whether the 500 W improvements should be included in the agreement.**

Discussion also touched on the potential for a hotel and complementary restaurant development near Willard Bay, with Mr. Burningham expressing confidence that lodging is viable given the park's traffic volumes. Council Member Christensen asked about the geographic focus of South Willard annexation as it relates to freeway interchange proximity. Mr. Burningham confirmed that the strategic focus is on areas with traffic and freeway access advantages, not the core of town. The Council indicated that the next step would be to identify specific geographic nodes and potentially develop concept-level site plans to share with developers and economic development organizations such as ICSC and EDC Utah.

## b. Action item: Discussion/Adoption of Resolution 2026-13 Economic Strategic Plan

Following the LRB presentation, it was noted that at least one Council member had not previously reviewed the full plan document. The Council determined that no vote would be taken at this meeting and that the item should be carried to the next regular meeting to allow all members adequate time for review. City Manager Kimpton confirmed there is no urgency, as the grant requirements have been met with the plan's delivery.

> Motion to table the adoption of Resolution 2026-13 and place it on the agenda for August 13, 2026, meeting was made by Council Member Mund and seconded by Council Member Christensen. The motion carried unanimously.

## c. Action item: Discussion/Decision on Deferment Agreement on the Rodney Braegger and Debbie Braegger Subdivision

City Planner Madison Brown provided background on the Broke Ass Ranch subdivision owned by Rod and Debbie Braegger. Building activity in the subdivision prompted staff to review the existing deferral agreement covering deferred curb, gutter, and sidewalk improvements. Staff identified two issues: first, the deferral agreement contains two provisions that are internally inconsistent — one requiring improvement within 60 days of notice from the public works director, and another prohibiting further development or building permits until improvements are installed. Second, staff could find no record that the agreement was ever formally approved by the City Council or signed by an authorized city representative. The agreement had been signed by the Braeggers in May 2023 but bore no city signature.

Additionally, staff noted that frontage improvements along 500 West had not yet been completed and that the city had recently received a subdivision amendment application to add a third lot to the subdivision, though that application had not yet been reviewed by the Planning Commission.

City Attorney Amy Hugie clarified that the deferral agreement as drafted referenced only the original two lots. The pending subdivision amendment to create a third lot would necessitate revisiting the agreement in any case. She advised the Council that it could choose to formally recognize the existing deferral agreement as valid for the two existing lots and then address the remaining questions — timing of improvements, 500 West frontages, and further permitting — once the Planning Commission acts on the subdivision amendment.

Rod Braegger addressed the Council, explaining that the original intent of the deferral was to install curb, gutter, and sidewalk when the adjacent 4th West Road connection is extended through from the Orchard subdivision to the south. He confirmed that plan remains his intention. He also noted that two building permits had already been issued — one for his own home and one for a neighboring property owner (Dr. Nagao).

Council members discussed the practical aspects of requiring curb and gutter improvements in an area where no contiguous improvements exist to the north or south and noted that water drainage in the area has been managed adequately without a curb and gutter system to date. The Council acknowledged that the city's failure to formally sign the agreement was an administrative oversight and agreed that the Braeggers should not be penalized for that lapse.

The Council voted on two separate matters:

> Motion to recognize the May 4, 2023, Deferment Agreement as valid and as approved by the city was made by Council Member Christensen and seconded by Council Member Mund. Council Member Hulsey abstained due to her declared conflict of interest. The motion carried.

Motion to defer action on the remaining staff questions — specifically, the timing of curb, gutter, and sidewalk installation; the required improvements along 500 West; and the issuance of additional building permits — until the Planning Commission returns a recommendation on the subdivision amendment application for the third lot, was made by Council Member Mund and seconded by Council Member Christensen. Council Member Hulsey abstained. The motion carried.

## d. Action item: Discussion/Approval of Website Improvements and City-Wide Communication

City Manager Kimpton and City Planner Brown presented a recommendation to contract with Munibit for a new city website and communications platform. The need arose from the city's obligation to bring its website into compliance with federal ADA accessibility requirements, which existing systems and third-party workarounds had proven unable to satisfy. Staff evaluated multiple vendors, with Munibit and Civic Plus identified as the top candidates. Civic Plus was described as a more comprehensive but significantly more expensive solution, while Munibit was found to offer a strong feature set at a more appropriate cost for a city of Willard's size.

City Planner Brown highlighted several features of the Munibit platform, including an organized meeting minutes and agenda management system, a public events calendar, a facility reservation tool for parks and city buildings, and 24/7 technical support. Staff noted an integration and setup period of approximately six to eight weeks, followed by a three-to-four-week staff training period.

Regarding text notifications, staff indicated that Munibit offers two tiers: approximately 2,500 texts per year at roughly $250 annually, or 27,000 texts per year at approximately $1,500 annually. The larger tier was estimated based on approximately three texts per month to 2,400 residents. City Manager Kimpton noted that the city's existing payment processor arrangement with Caselle was also being revisited, and that a Caselle-integrated citizen portal may reduce or eliminate the need for Munibit's texting feature, potentially allowing the city to contract for the website-only option at approximately $2,100 per year.

Motion to proceed with staff's recommendation to contract with Munibit for website and city-wide communication improvements was made by Council Member Mund and seconded by Council Member Braegger. The motion carried unanimously.

## e. Action item: Discussion/Approval of Letter to Connext regarding Renegotiation of Franchise Agreement

City Attorney Hugie advised the Council that the existing franchise agreement with Connext, the city's fiber internet provider, is approaching the end of its initial five-year term. She noted that the agreement as originally structured provides for minimal franchise fee revenue — approximately $50 upon acceptance — and that the city should take steps to renegotiate before the expiration deadline. She indicated that notice to renegotiate must be provided approximately 90 days prior to the end of the term, around December 8, 2026, and that a letter requesting renegotiation had been drafted and included in the Council packet.

Mayor Mote provided context, noting that when Connext was originally selected, the city had specifically sought a provider willing to install fiber without requiring the city to guarantee a minimum number of subscribers — a condition that other providers such as Utopia had required, with financial penalties for shortfalls. Connext's willingness to take on that risk at no initial franchise cost was acknowledged as having been a favorable arrangement for the city. However, with the system now fully installed and subscriber adoption widespread, the Council agreed it was appropriate to renegotiate terms consistent with standard franchise fee practices, which could include a percentage of gross revenues. City Attorney Hugie also noted that Connext holds a non-exclusive franchise, meaning other fiber providers could install in the city and would be subject to the standard franchise fee.

Motion to authorize sending the letter to Connext requesting renegotiation of the franchise agreement was made by Council Member Mund and seconded by Council Member Christensen. The motion carried unanimously.

## f. Action item: Discussion with Forged Fiber

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

**DEFERRING PUBLIC IMPROVEMENTS AGREEMENT**

**RODNEY BRAEGGER AND DEBBIE BRAEGGER**

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

**LEGAL DESCRIPTION**
(See Exhibit "A")

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

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

   **Curb, gutter, and sidewalk.**

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

2. In the event action is taken to create a special assessment area to install any of the deferred improvements abutting said property, the Owner(s) agree not to protest said district, and agree to give his/her full participation in such improvement district.

3. In the event that installation of the required improvements has not been completed to Willard City's satisfaction within the required time period after notice to the owners to make such installations, the owners, their successors, heirs, and assigns, of the above described real property do hereby give and grant to Willard City a lien on said land to secure performance of the covenant and agreement herein before specified and to secure the installation of said improvements, together with the payment of all costs which Willard City may incur in enforcing the provisions of this Agreement. Owners also do hereby understand and agree that until such required improvements are installed that Willard City shall not approve any building permit for the development of the property described in Exhibit A.

4. Upon satisfactory completion of improvements as outlined herein, Willard City shall release said lien placed against the property.

**EXHIBIT A**
**LEGAL DESCRIPTION**

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

**(02-054-0022)**

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

**(02-054-0023)**

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

Rodney Braegger
Property Owner

Debbie Braegger
Property Owner

STATE OF UTAH )
:ss
COUNTY OF BOX ELDER )

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

_____ Who is personally known to me
__✓__ Whose identity I proved on the basis of UT DL # 001358901
_____ Whose identity I provide on the oath/affirmation of_____.

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

MICHELLE DRAGO
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 716078
COMM. EXP. 02-02-2025

Michelle Drago
Notary Public

STATE OF UTAH )
:ss
COUNTY OF BOX ELDER )

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

_____ Who is personally known to me
__✓__ Whose identity I proved on the basis of UT DL # 004545549.
_____ Whose identity I provide on the oath/affirmation of_____.

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

MICHELLE DRAGO
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 716078
COMM. EXP. 02-02-2025

Michelle Drago
Notary Public

**AFTER RECORDING, PELASE RETURN TO:**
Willard City Recorder
80 West 50 South
Willard, UT 84340

## TEMPORARY EASEMENT AND ACCESS AGREEMENT

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

## RECITALS

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

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

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

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

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

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

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

To Grantor: PO Box 488, Willard, UT 84340

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

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

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

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

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

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

THIS AGREEMENT IS EXECUTED as of the date written.

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

**GRANTOR:**

DATED this 3rd day of February, 2025.

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

Print: LINDSEY B. HANSEN

Signature: Lindsey B Hansen

STATE OF UTAH )
:ss
COUNTY BOX ELDER )

On this 3rd day of February, 2025, personally appeared before me Lindsey B Hansen, Trustee of the LBH Trust, dated 04/27/94 and executed the foregoing instrument.

Michelle Drago
Notary Public

MICHELLE DRAGO
NOTARY PUBLIC • STATE of UTAH
COMMISSION NO. 741158
COMM. EXP. 01-21-2029

**GRANTEE:**

DATED this 29 day of January, 2025 RB ~~2024~~.

Rodney A Braegger, Grantee

Print: Rodney A Braegger
Signature: Rodney A Braegger

MATTHEW QUINNEY
Notary Public - State of Utah
Comm. No. 733772
My Commission Expires on
Oct 18, 2027

STATE OF UTAH )
SALT LAKE :ss
COUNTY ~~BOX ELDER~~ )

On this 29 day of JANUARY, 2025, personally appeared before me Rodney A Braegger, and executed the foregoing instrument.

Notary Public

DATED this 29 day of JANUARY, ~~2024~~ 2025.

WILLARD CITY ~~CORPORATION~~

By: _____

Its: Mayor

STATE OF UTAH )
:ss
COUNTY OF BOX ELDER )

On this 13th day of February, 202~~4~~5, personally appeared before Travis Mote, Mayor of Willard City Corporation and executed the foregoing instrument.

Michelle Drago
Notary Public

MICHELLE DRAGO
NOTARY PUBLIC ● STATE of UTAH
COMMISSION NO. 741158
COMM. EXP. 01-21-2029

**EXHIBIT A**

Tax ID # 02-054-0021

This temporary and perpetual easement shall be:

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

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

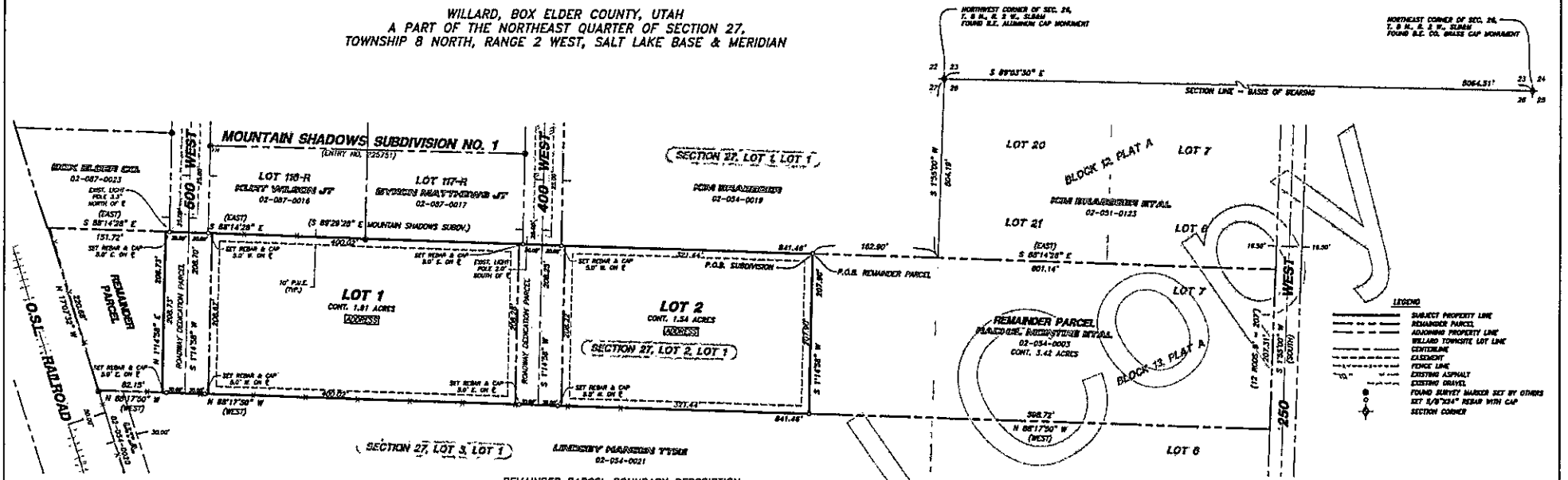
RUNNING THENCE NORTH 88 17'50" WEST 980.16 FEET ALONG THE NORTH LINE OF SAID LINDSEY HANSENS TTEE PROPERTY TO THE WEST RIGHT-OF- WAY LINE OF 400 WEST STREET AND THE TERMINUS OF THIS EASEMENT.

Original Plat

# BROKE ASS RANCH SUBDIVISION

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

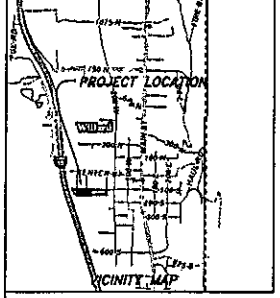
02-054-0063 > 02-054-0022 THRU 0025




## NARRATIVE

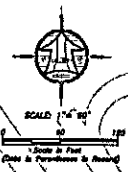
THE PURPOSE OF THIS SURVEY WAS TO CREATE A TWO LOT SUBDIVISION FROM PROPERTY TAX ID NO. 03-054-0003 AND TO ESTABLISH AND SET THE PROPERTY CORNERS AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY ROD BRAEGGER. THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS MOUNTAIN SHADOWS SUBDIVISION NO. 1, ENTRY NO. 225751, THE OFFICIAL WILLARD CITY PLAT AND ROS#'S 031909-F779 & 041884-F778 ALONG WITH THE EXISTING BOX ELDER COUNTY SURVEY MONUMENTATION SURROUNDING SECTION 26 AND 27, T8N, R2W, SLB&M.

THE BASIS OF BEARING IS THE NORTH LINE OF SAID SECTION 26 WHICH BEARS SOUTH 89°03'30" EAST, UTAH NORTH, STATE PLANE, CALCULATED N.A.D.83 BEARING.




NOTES:

1. BUILD TO AVOID FLOODING.
2. THE SUBJECT PROPERTY DOES NOT FALL IN A F.E.M.A. FLOOD PLAIN.
3. ALL PUBLIC UTILITY EASEMENTS (P.U.E.) ARE 10.00 FEET WIDE UNLESS NOTED OTHERWISE.




DEVELOPER:
ROD BRAEGGER
698 WEST 2180 NORTH
LEHI, UTAH 84043
(801) 754-0406

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hcies.net
Brigham City Ogden Logan
(435) 723-3481 (801) 394-4515 (435) 752-8272
Celebrating 60 Years of Business

21-3-11 31-3-11s19 027721-eng 08/31/2021 RS

## REMAINDER PARCEL BOUNDARY DESCRIPTION

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

BEGINNING AT A POINT ON THE SOUTH LINE OF KIM BRAEGGER PROPERTY, TAX ID NO. 02-054-0019 LOCATED 504.18 FEET SOUTH 01°55'00" WEST AND 162.90 FEET NORTH 88°14'28" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 27 (BASIS OF BEARING IS THE NORTH LINE OF SECTION 26 WHICH BEARS SOUTH 89°03'30" EAST);

RUNNING THENCE SOUTH 88°14'28" EAST (EAST BY RECORD) 801.14 FEET ALONG SAID SOUTH LINE AND THEN ALONG THE SOUTH LINE OF KIM BRAEGGER ETAL PROPERTY, TAX ID NO. 02-051-0123 TO THE NORTHEAST CORNER OF LOT 7, BLOCK 13, PLAT A, WILLARD TOWNSITE SURVEY BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF 250 WEST STREET; THENCE SOUTH 01°35'00" WEST 207.31' FEET (SOUTH 12 RODS 9' FEET BY RECORD) ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHEAST CORNER OF SAID LOT 7 BEING THE NORTHEAST CORNER OF LINDSEY HANSEN TTEE PROPERTY, TAX ID NO. 02-054-0021; THENCE NORTH 88°17'50" WEST (WEST BY RECORD) 398.72 FEET ALONG SAID NORTH LINE; THENCE NORTH 88°17'50" WEST (WEST BY RECORD) 841.48 FEET ALONG SAID NORTH LINE; THENCE NORTH 88°17'50" WEST (WEST BY RECORD) 82.15 FEET ALONG SAID NORTH LINE TO THE EASTERLY RIGHT-OF-WAY LINE OF THE O.S.L. RAILROAD; THENCE NORTH 17°07'32" WEST 220.68 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE SOUTH LINE OF MOUNTAIN SHADOWS SUBDIVISION NO. 1, RECORDED AS ENTRY NO. 225751 IN THE BOX ELDER COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°14'28" EAST (EAST BY RECORD) 151.72 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 01°14'58" WEST 208.73 FEET TO THE NORTH LINE OF SAID LINDSEY, HANSEN TTEE PROPERTY; THENCE SOUTH 88°17'50" EAST (EAST BY RECORD) 841.46 FEET ALONG SAID NORTH LINE; THENCE NORTH 01°14'58" EAST 207.90 FEET TO THE POINT OF BEGINNING. CONTAINING 3.42 ACRES.

## ACKNOWLEDGMENT

STATE OF UTAH )
COUNTY OF BOX ELDER )

ON THIS 3 DAY OF May 2022, TRISHA A. HEATH, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF BOX ELDER, IN THE STATE OF UTAH, THE SIGNER OF THE ATTACHED OWNERS DEDICATION, ONE IN NUMBER, WHO DULY ACKNOWLEDGED TO ME SHE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

Susan K. Obray
NOTARY PUBLIC

## ENGINEER'S CERTIFICATE

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

5/5/22
DATE

ENGINEER

## APPROVAL AS TO FORM

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

ATTORNEY

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO TWO (2) LOTS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT BROKE ASS RANCH SUBDIVISION AND HEREBY DEDICATE, GRANT AND CONVEY TO WILLARD CITY, BOX ELDER COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO WILLARD CITY, BOX ELDER COUNTY, THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY WILLARD CITY. FINALLY, ANY OTHER LOT, PARCEL AND/OR OTHER TRACT OF LAND DESIGNATED AS BEING DEDICATED AND/OR DEEDED TO WILLARD CITY, BOX ELDER COUNTY FOR ROADS, OPEN SPACE, OR OTHER MUNICIPAL USE(S) IS HEREBY DEDICATED AND DEED TO WILLARD CITY, BOX ELDER COUNTY. IN WITNESS WE HAVE HEREUNTO SET OUR SIGNATURE

THIS 3 DAY OF May 2022.

Rachel M Montre
RACHEL M. MONTRE

Trisha A Heath
TRISHA A. HEATH

## ACKNOWLEDGMENT

STATE OF UTAH )
COUNTY OF BOX ELDER )

ON THIS 3 DAY OF May 2022, RACHEL M. MONTRE, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF BOX ELDER, IN THE STATE OF UTAH, THE SIGNER OF THE ATTACHED OWNERS DEDICATION, ONE IN NUMBER, WHO DULY ACKNOWLEDGED TO ME SHE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

Susan K. Obray
NOTARY PUBLIC

## APPROVAL AND ACCEPTANCE

PRESENTED TO THE WILLARD CITY COUNCIL THIS 5TH DAY OF MAY A.D., 2022, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTEST: Susan K. Obray
CLERK

MAYOR

## PLANNING COMMISSION APPROVAL

APPROVED THIS 5 DAY OF May A.D., 2022, BY THE WILLARD CITY PLANNING COMMISSION.

CHAIRMAN

5 May 2022
DATE

## SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND IN THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE HEREBY SUBDIVIDED SAID TRACT INTO A TWO (2) LOTS, KNOWN HEREAFTER AS BROKE ASS RANCH SUBDIVISION AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS 22ND DAY OF MARCH, 2022.

ROGER C. SLADE, P.L.S.
UTAH LAND SURVEYOR LICENCE NO. 11366802

## SUBDIVISION BOUNDARY DESCRIPTION

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

BEGINNING AT A POINT ON THE SOUTH LINE OF KIM BRAEGGER PROPERTY, TAX ID NO. 02-054-0019 LOCATED 504.18 FEET SOUTH 01°55'00" WEST AND 162.90 FEET NORTH 88°14'28" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 27 (BASIS OF BEARING IS THE NORTH LINE OF SECTION 26 WHICH BEARS SOUTH 89°03'30" EAST);

RUNNING THENCE SOUTH 01°14'58" WEST 207.90 FEET TO THE NORTH LINE OF LINDSEY HANSEN TTEE PROPERTY, TAX ID NO. 02-054-0021; THENCE NORTH 88°17'50" WEST (WEST BY RECORD) 841.48 FEET ALONG SAID NORTH LINE; THENCE NORTH 01°14'58" EAST 208.73 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 500 WEST STREET AND THE SOUTH LINE OF MOUNTAIN SHADOWS SUBDIVISION NO. 1, RECORDED AS ENTRY NO. 225751 IN THE BOX ELDER COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°14'28" EAST (EAST BY RECORD) 841.46 FEET ALONG SAID SOUTH LINE AND THEN ALONG THE SOUTH LINE OF SAID KIM BRAEGGER PROPERTY TO THE POINT OF BEGINNING. CONTAINING 4.02 ACRES.

## COUNTY RECORDER'S NO. 461857

STATE OF UTAH, COUNTY OF BOX ELDER, RECORDED AND FILED AT THE REQUEST OF Debbie Bresnahan
DATE 5/6/2022 TIME 10:05 AM FEE $64.00
ABSTRACTED Book 1249 Page 1171
INDEX
FILED IN: FILE OF PLATS

COUNTY RECORDER

UNOFFICIAL DOCUMENT

July 23, 2026

To whom it may concern,

I have no objection to the proposed amendment of subdividing Broke Ass Ranch subdivision.

Sincerely,

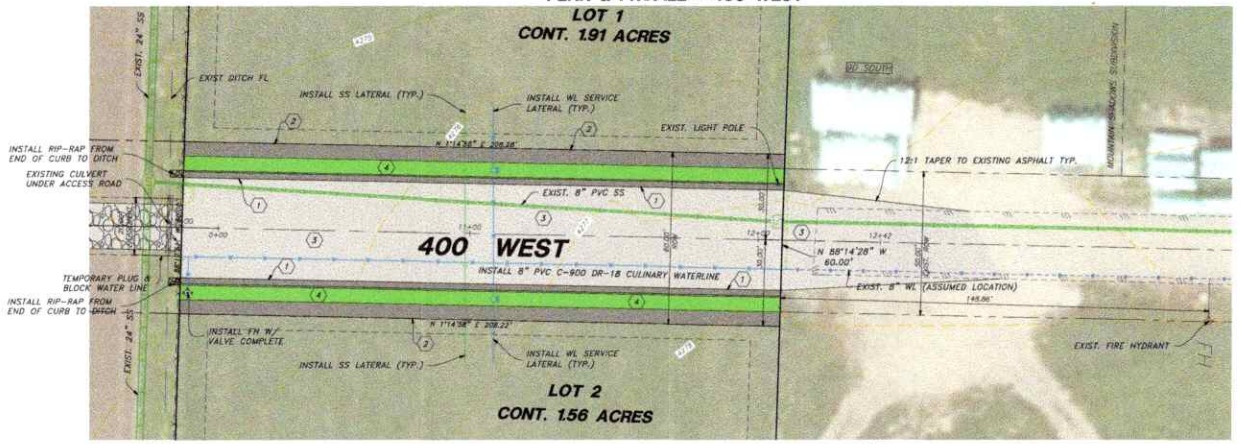
Scott Nagao

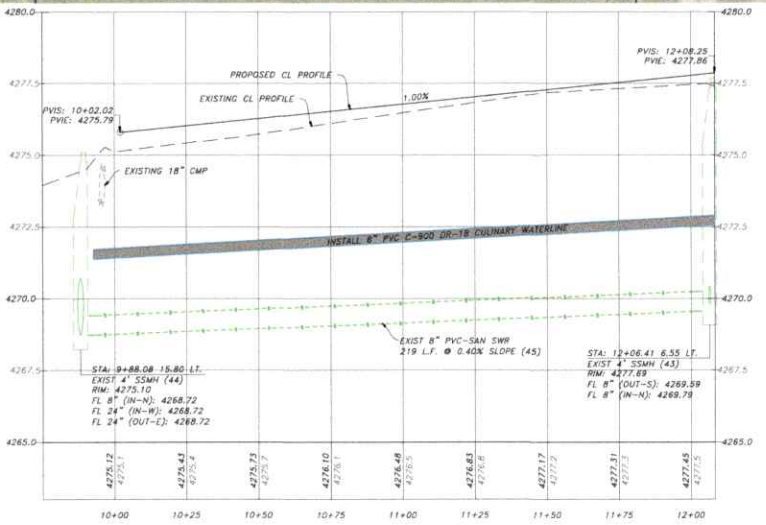
Subscribed & sworn before me this 23 July 2026 Scott Nagao

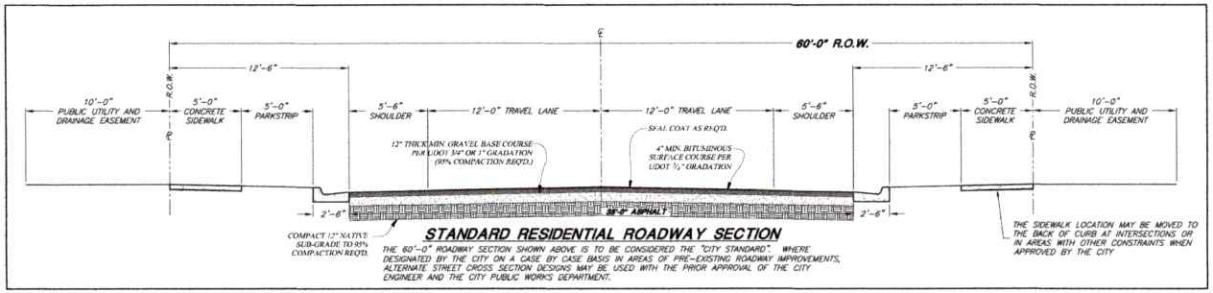
Notary

ASHLEY ALLEN
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 729058
COMM. EXP. 01/27/2027

# PLAN & PROFILE - 400 WEST




## STANDARD RESIDENTIAL ROADWAY SECTION

THE 60'-0" ROADWAY SECTION SHOWN ABOVE IS TO BE CONSIDERED THE "CITY STANDARD". WHERE DESIGNATED BY THE CITY ON A CASE BY CASE BASIS IN AREAS OF PRE-EXISTING ROADWAY IMPROVEMENTS, ALTERNATE STREET CROSS SECTION DESIGNS MAY BE USED WITH THE PRIOR APPROVAL OF THE CITY ENGINEER AND THE CITY PUBLIC WORKS DEPARTMENT.




## LEGEND:

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SECONDARY WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW-CUT REQ'D.
- EXISTING FENCE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN INLET
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- PROPOSED SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED WATER METER
- PROPOSED FIRE HYDRANT
- EXISTING CURB & GUTTER
- EXISTING SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED SIDEWALK
- PROPOSED ASPHALT PAVEMENT

## Key Note Site Improvements

| Item | Description |
|---|---|
| 1. | 30" CURB & GUTTER |
| 2. | 5' WIDE SIDEWALK |
| 3. | ASPHALT PAVEMENT: 8" COMPACTED ROADBASE / 3" ASPHALT |
| 4. | LANDSCAPING |

### CITY ENGINEER ACCEPTANCE OF SITE IMPROVEMENT PLAN

The site improvement plans for this development have been reviewed by the City Engineer for general conformance with the requirements of the City's development ordinances. This set of City approved drawings shall be used for construction of the required subdivision improvements. The developer's engineer, whose stamp is on these drawings, is responsible for the engineering design, drafting and related field information. The construction contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his or her work with that of all other trades; and the satisfactory performance of his or her work.

JONES AND ASSOCIATES
Consulting Engineers

By: _____ Date: 4/25/2022
City Engineer

NOTICE!
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THEIR LOCATION AND PROTECTION. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.
HAVE BLUE STAKE (UNDERGROUND UTILITIES, 1TY, CODY) Call BEFORE YOU Dig 1-800-662-4111 UNDERGROUND SERVICE

### Engineer's Notice To Contractors

The existence and location of any underground utility pipes or structures shown on these plans were obtained from available information provided by others. The locations shown are approximate and shall be confirmed in the field by the contractor, so that any necessary adjustment can be made in alignment and/or grade of the proposed improvement. The contractor is required to contact the utility companies and take due precautionary measure to protect any utility lines shown, and any other lines obtained by the contractors research, and others not of record or not shown on these plans.


HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham City, Utah 84302
Visit us at: www.hansen.net
Brigham City (435) 723-3491 Logan (435) 752-2372
Celebrating over 60 Years of Business


| No. | Date | By | Revision |
|---|---|---|---|

Drawn By: JM Date: 11/30/2021
Designed By:
Checked By: JF
Approved By:
Scale: 1" = 20'
Drawing File: 21-3-11x17.DP
JOB NUMBER: 21-3-11

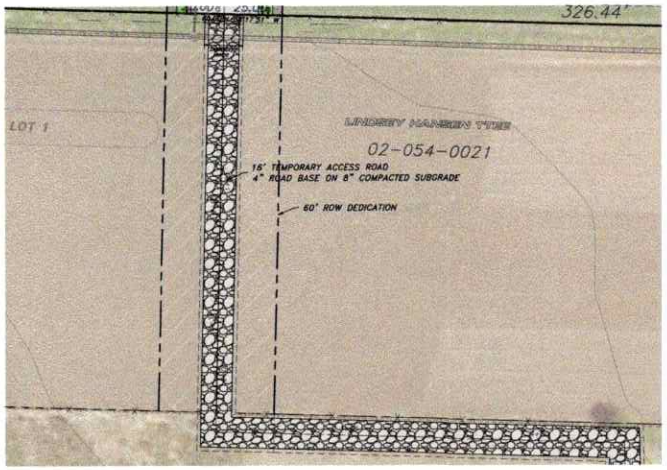
PLAN AND PROFILE - 400 WEST

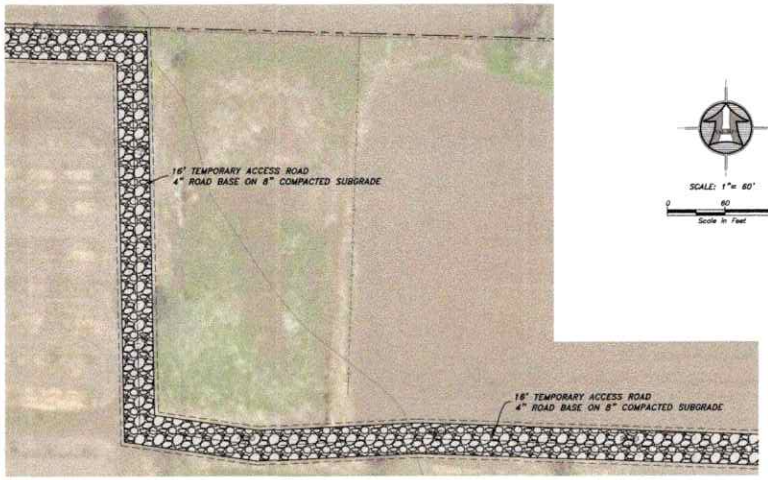
# ROD BRAEGGER

APPROX. 100 SOUTH & 400 WEST
WILLARD CITY, BOX ELDER COUNTY, UTAH
A PART OF THE SOUTHEAST QUARTER OF SECTION 2
TOWNSHIP 10 NORTH, RANGE 2 WEST, S.L.B.&M.

Sheet 1 of 3 Sheets

# BROKE ASS RANCH SUBDIVISION




SCALE: 1"= 60'

0 60 120

Scale In Feet

LEGEND:

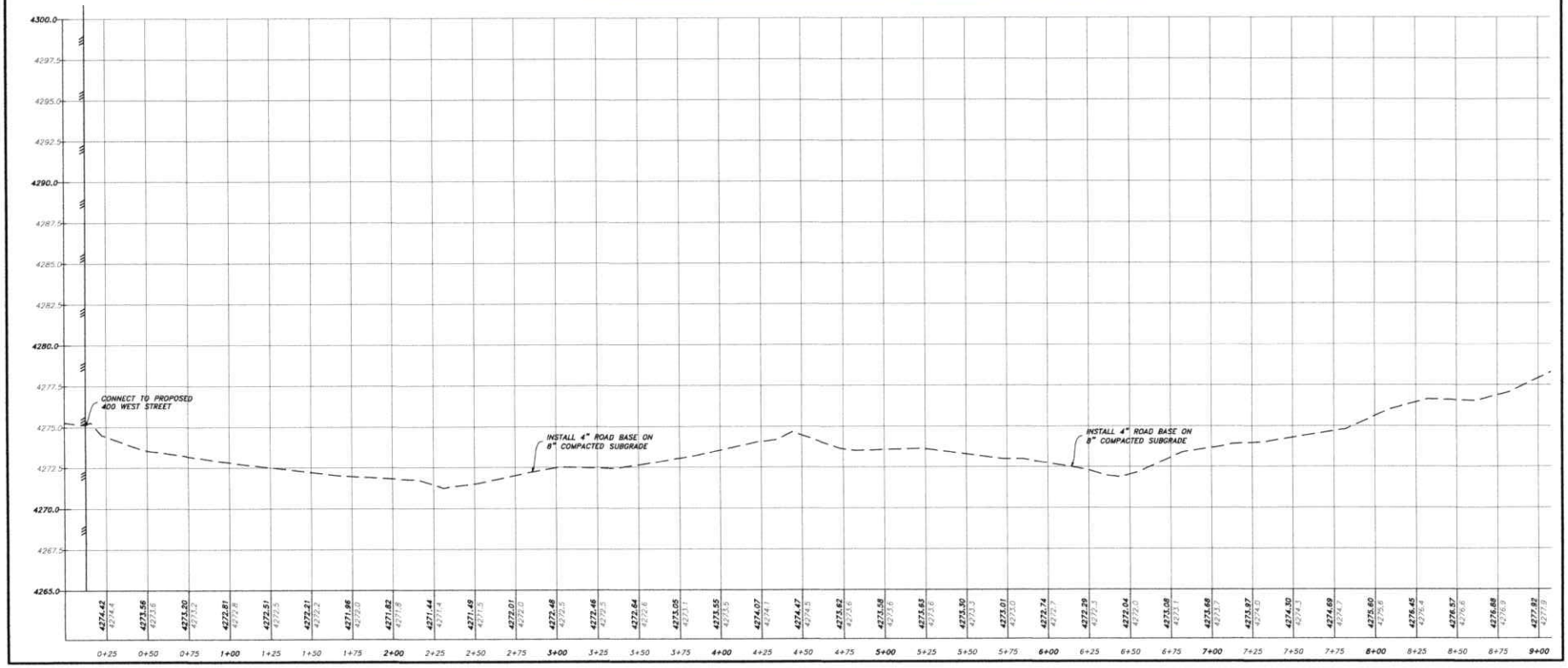
- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW-CUT REQ'D.
- EXISTING FENCE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- PROPOSED WATER METER
- PROPOSED FIRE HYDRANT
- PROPOSED ROLLED CURB & GUTTER
- PROPOSED ASPHALT PAVEMENT

**CITY ENGINEER ACCEPTANCE OF SITE IMPROVEMENT PLAN**

The site improvement plans for this development have been reviewed by the City Engineer for general conformance with the requirements of the City's development ordinances. This set of City approved drawings shall be used for construction of the required subdivision improvements. The developer's engineer, whose stamp is on these drawings, is responsible for the engineering design, drafting and related field information. The construction contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his or her work with that of all other trades; and the satisfactory performance of his or her work.

JONES AND ASSOCIATES
Consulting Engineers

By: _____ Date: 4/25/2022
City Engineer




| No. | Date | By | Revision |
|---|---|---|---|
| | | | |


HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
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Brigham City (435) 723-3490 Logan (435) 752-4202
(801) 392-4455 (435) 752-4272


Drawn By: BTC Date: 03/24/22
Designed By:
Checked By:
Approved By:
Scale: 1" = 30'
Drawing File: 21-3-11x9 CP.DWG
JOB NUMBER: 21-3-11

TEMPORARY ACCESS EXHIBIT FOR
**BROKE ASS SUBDIVISION**
110 SOUTH 250 WEST
WILLARD, BOX ELDER COUNTY, UTAH
A PART OF THE NORTHEAST QUARTER OF SECTION 27,
TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN

Sheet 2 of 3 Sheets

# BROKE ASS RANCH SUBDIVISION

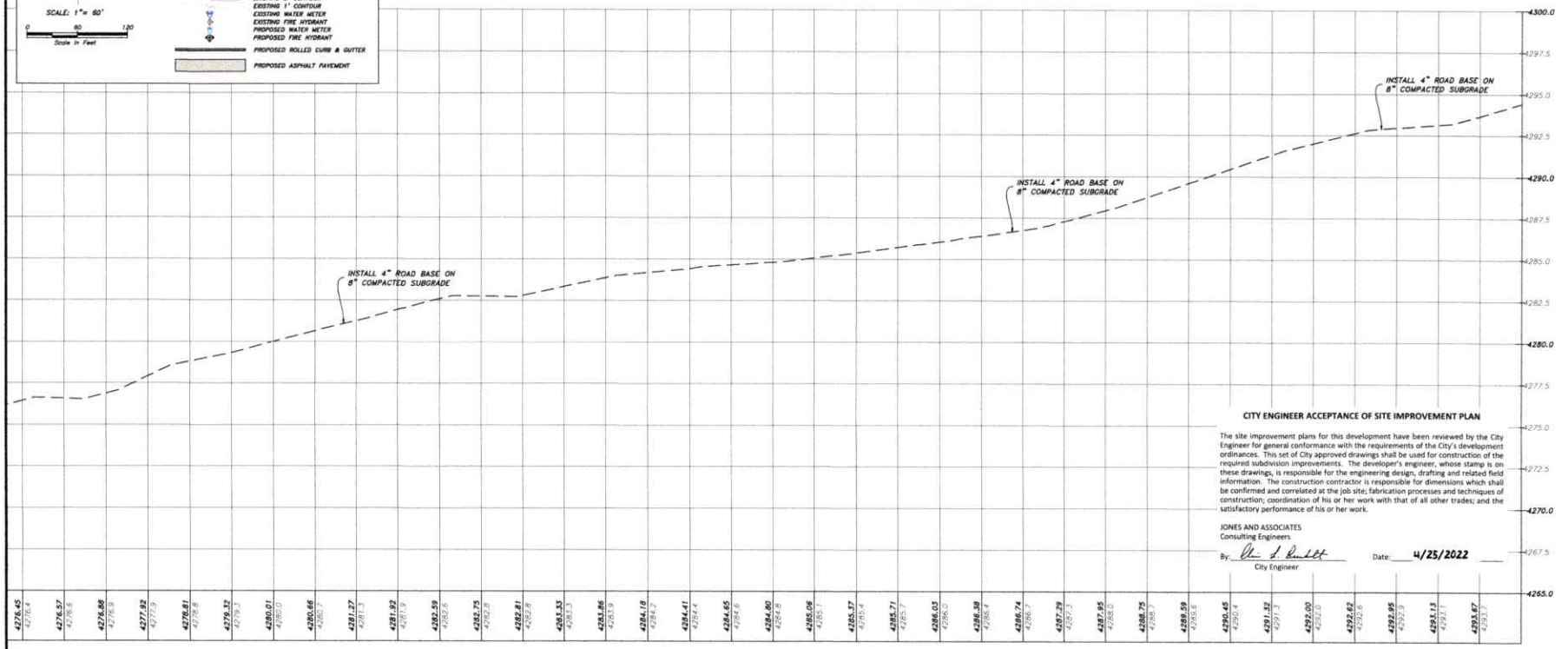



LEGEND:

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED WATER LINE
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- SAW-CUT REQ'D.
- EXISTING FENCE
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- PROPOSED WATER METER
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SCALE: 1"= 60'

0 60 120
Scale In Feet




**CITY ENGINEER ACCEPTANCE OF SITE IMPROVEMENT PLAN**

The site improvement plans for this development have been reviewed by the City Engineer for general conformance with the requirements of the City's development ordinances. This set of City approved drawings shall be used for construction of the required subdivision improvements. The developer's engineer, whose stamp is on these drawings, is responsible for the engineering design, drafting and related field information. The construction contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his or her work with that of all other trades; and the satisfactory performance of his or her work.

JONES AND ASSOCIATES
Consulting Engineers

By: _____ Date: 4/25/2022
City Engineer

TEMPORARY ACCESS EXHIBIT FOR

**BROKE ASS SUBDIVISION**

110 SOUTH 250 WEST
WILLARD, BOX ELDER COUNTY, UTAH
A PART OF THE NORTHEAST QUARTER OF SECTION 27,
TOWNSHIP 8 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN

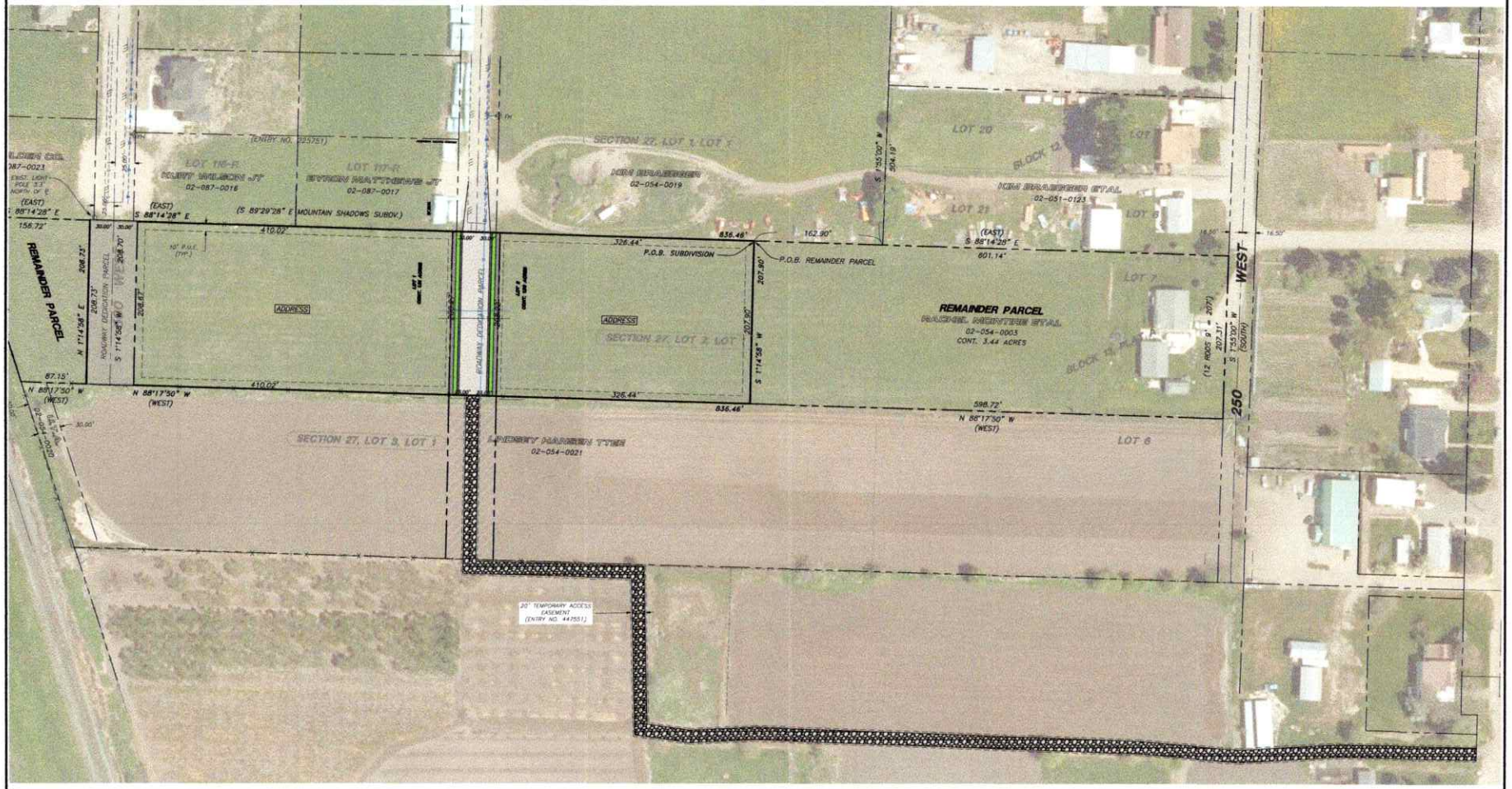
Sheet 3 of 3 Sheets


HANSEN & ASSOCIATES, INC.
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538 North Main Street, Brigham, Utah 84302
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Brigham City (435) 723-3491 Logan (435) 752-4612


| No. | Date | By | Revision |
|---|---|---|---|
| | | | |

Drawn By: BTC Date: 12/24/22
Designed By:
Checked By:
Approved By:
Scale: 1" = 30'
Drawing File: 21-3-11x18 DP.DWG
JOB NUMBER: 21-3-11

# OFF-SITE EASEMENT EXHIBIT




**CITY ENGINEER ACCEPTANCE OF SITE IMPROVEMENT PLAN**

The site improvement plans for this development have been reviewed by the City Engineer for general conformance with the requirements of the City's development ordinances. This set of City approved drawings shall be used for construction of the required subdivision improvements. The developer's engineer, whose stamp is on these drawings, is responsible for the engineering design, drafting and related field information. The construction contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his or her work with that of all other trades; and the satisfactory performance of his or her work.

JONES AND ASSOCIATES
Consulting Engineers

By: _____ Date: 4/25/2022
City Engineer

SCALE: 1" = 60'
0 60 120
Scale in Feet

LEGEND:
- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
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- PROPOSED FIRE HYDRANT
- PROPOSED ROLLED CURB & GUTTER
- PROPOSED ASPHALT PAVEMENT

OVERALL TEMPORARY ACCESS EXHIBIT FOR

**BROKE ASS SUBDIVISION**

110 SOUTH 250 WEST
WILLARD, BOX ELDER COUNTY, UTAH

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

Drawn By: BTC Date: 03/24/22
Designed By:
Checked By:
Approved By:
Scale: 1" = 30'
Drawing File: 21-3-11x18 OFSWC
JOB NUMBER: 21-3-11


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| No. | Date | By | Revision |
|---|---|---|---|

Sheet 4 of 4 Sheets

# ITEM 5B

## 24.16 OFF-STREET PARKING REQUIREMENTS

24.16.010 Off-Street Parking Required
24.16.020 Size
24.16.030 Access To Individual Parking Space
24.16.040 Number Of Parking Spaces
24.16.050 Access Requirements
24.16.060 Location Of Gasoline Pumps
24.16.070 Maintenance Of Parking Lots

### 24.16.010 Off-Street Parking Required

At the time any building or structure is erected or enlarged or increased in capacity or any use is established, there shall be provided off-street parking spaces for automobiles in accordance with the following requirement:

### 24.16.020 Size

The dimensions of each off-street parking space shall be at least nine (9) feet by twenty (20) feet for diagonal or ninety-degree spaces; or nine (9) by twenty-two (22) feet for parallel spaces, exclusive of access drives or aisles, provided that in parking lots of not less than twenty (20) parking spaces the building inspector may approve a design allowing not more than twenty percent (20%) of such spaces to be not less than seven and one-half (7 ½) feet by fifteen (15) feet to be marked and used for compact automobiles only. Access or drive aisles within parking lots shall be a minimum of twenty-four (24) feet in width where serving two-way traffic.

### 24.16.030 Access To Individual Parking Space

Except for single-family and two-family dwellings, access to each parking space shall be from a private driveway and not from a public street.

### 24.16.040 Number Of Parking Spaces

The number of off-street parking spaces required shall be as follows:

1. Business or professional offices. One (1) parking space for each one hundred (100) square feet of floor area.
2. Churches with fixed seating. One (1) parking space for each three and a half (3.5) fixed seats, or one (1) parking space for each seven (7) feet of linear pew, whichever is greater.
3. Churches without fixed seats, sports arenas, auditoriums, theaters, assembly halls, meeting rooms. One (1) parking space for each three (3) seats of maximum seating capacity.

4. Dwellings. Two (2) parking spaces for each dwelling unit.
5. Furniture and Appliance Stores. One (1) parking space for each six hundred (600) square feet of floor area.
6. Hospitals. Two (2) parking spaces for each bed.
7. Hotels, Motels, Motor Hotels. One (1) space for each living or sleeping unit, plus one (1) parking space for all accessory uses as herein specified.
8. Nursing Homes. Four (4) parking spaces, plus one (1) space for each five beds.
9. Restaurants, Taverns, Private Clubs, and all other similar dining and/or drinking establishments. As determined by conditional use permit or by the Planning Commission, but in no case fewer than one (1) space for each employee projected for the highest employment shift.
10. Retail stores, shops, except as provided in subsection E above. One (1) parking space for each one hundred (100) square feet of retail floor space.
11. Wholesale establishments, Warehouses, Manufacturing Establishments, and all Industrial uses. As determined by conditional use permit or by the Planning Commission, but in no case fewer than one (1) space for each employee projected for the highest employment shift.
12. Shopping centers or other groups of uses not listed above. As determined by conditional use permit or by the Planning Commission, but in no case less than one (1) parking space for each one hundred (100) square feet of total floor space.
13. All other uses not listed above. As determined by the City Planner, based on the nearest comparable use standards.

**24.16.050 Accessible Parking**

Where accessible parking spaces are required by applicable federal or state law, accessible parking spaces shall be provided in accordance with applicable accessibility requirements.

**24.16.060 Access Requirements**

Adequate ingress and egress to and from all uses shall be provided as follows:

1. Residential Lots. Access shall be provided to meet the following requirements:
    1. Not more than two (2) drive approaches shall be permitted for each residential lot, regardless of the number of street frontages. The permitted drive approaches may

be located on the same street frontage or on separate street frontages, provided all applicable separation and location requirements are met.

2. Each drive approach shall not exceed thirty (30) feet in width.
3. Where two (2) drive approaches are permitted on the same residential lot, the drive approaches shall be separated by a minimum of twelve (12) feet, measured from the nearest edges of the drive approaches.
4. Each drive approach shall be located a minimum of five (5) feet from a side property line.
5. Each drive approach shall be located a minimum of twenty-five (25) feet from a street corner or intersection, as measured from the intersection of the street right-of-way lines to the nearest edge of the drive approach.

**Residential Lots – Drive Approach Requirements**

| **Drive Approach Standard** | **Requirement** | **How Measured** |
|---|---|---|
| Maximum Width | 30 ft. | Measured at the street lot line, perpendicular to the centerline of the drive approach. |
| Maximum Number of Approaches | 2 | |
| **Drive Approach Location** | **Minimum Distance** | **How Measured** |
| From Side Property Line | 5 ft. | Measured from the side property line to the nearest edge of the drive approach, not including the flare. |
| From Another Drive Approach on the Same Parcel | 12 ft. | Measured from the nearest edge of one drive approach to the nearest edge of the second drive approach, not including the flare. |
| From Street Corner/Intersection | 25 ft | Measured from the point of intersection of the street right-of-way lines to the nearest edge of the drive approach. |

2. Non-Residential Lots. Access shall be provided to meet the following requirements:
    1. Not more than two (2) drive approaches shall be permitted for each one hundred (100) feet, or fraction thereof, of frontage on any street.
    2. No two of said driveways shall be closer to each other than thirty (30) feet, and no driveway shall be closer to a side property line than ~~five~~ fifteen (15) feet.
    3. Each drive approach shall be not more than thirty five (35) feet in width., measured at right angles to the center line of the drive approach. The flare of a drive approach shall be contained entirely within the public right-of-way.

4. On corner lots, each drive approach shall be located a minimum of fifty (50) feet from a street corner or intersection, measured from the point of intersection of the street right-of-way lines to the nearest edge of the drive approach.

5. A drive approach shall not extend across the side property line or the projected extension of the side property line into the street right-of-way.

6. Where there is an existing curb and gutter or sidewalk along the street frontage, the area between permitted drive approaches shall be maintained as a safety island. The safety island shall extend along the property frontage between drive approaches and shall include concrete curb along the ends and street side of the island. The height, location, and structural specifications of the curb shall comply with the City's Public Work Standards.

7. Where there is no existing curb and gutter or sidewalk along the street frontage, the property owner(s) may, at their option, install a safety island and curb in accordance with the City's Public Work Standards. If a safety island and curb are not installed, a curb, fence, or pipe rail shall be constructed along the property line between permitted drive approaches. Any fence or pipe rail shall not exceed two (2) feet or be less than eight (8) inches in height.

Commented [MB1]: Sent to Zac and Chris for review.

**Non-Residential Lots – Drive Approach Requirements**

| **Drive Approach Standard** | **Requirement** | **How Measured** |
|---|---|---|
| Maximum Width | 35 ft | At right angles to the centerline of the drive approach. |
| Maximum Number of Approaches | 2 per 100 ft. of frontage, or fraction thereof | |
| **Drive Approach Location** | **Minimum Distance** | **How Measured** |
| From Side Property Line | 15 ft. | Measured from the side property line to the nearest edge of the drive approach, not including the flare. |
| From Another Drive Approach on Any Lot~~the Same Lot~~ | 30 ft. | Measured from the nearest edge of one drive approach to the nearest edge of the second drive approach, not including the flare. |
| From Street Corner/Intersection | 50 ft | Measured from the point of intersection of the street right-of-way lines to the nearest edge of the drive approach. |

**24.16.070 Location Of Gasoline Pumps**

Gasoline pumps shall be set back not less than eighteen feet from any street line to which the pump island is vertical, and twelve feet from any street line to which the pump island is parallel, and not less than ten feet from any residential or agricultural district boundary line. If the pump island is set at an angle on the property, it shall be so located that the automobiles stopped for service will not extend over the property line.

**24.16.080 Maintenance Of Parking Lots**

Every parcel of land used as a public or private parking lot shall be developed and maintained in accordance with the following requirements:

1. Surface. Each off-street parking lot shall be surfaced with an asphaltic or Portland cement or other binder pavement so as to provide a dustless surface. The parking area shall be so graded as to dispose of all surface water. If such water is to be carried to adjacent streets, it shall be piped under sidewalks.
2. Screening. The sides and rear of any off-street parking lots which face or adjoin a residential district shall be screened from such district by a masonry wall or solid visual barrier fence not less than four or more than six feet in height.
3. Landscaping and Maintenance. Each parking lot shall be adequately landscaped and permanently maintained. Parking lots shall be maintained in a safe, clean, and functional condition at all times. This includes repairing potholes and damaged pavement, maintaining clear parking striping and accessible spaces, and keeping drainage facilities free of debris. Landscaping, lighting, signage, and other parking lot improvements shall also be maintained to preserve the appearance and safety of the property.
4. Lighting. Lighting used to illuminate any parking lot shall comply with Willard Zoning Code 24.100 Outdoor Lighting, and shall be arranged to reflect the light away from adjoining premises in any Residential or Agricultural district, and from street traffic.

**Commented [MB2]:** Sent to Zac and Chris for review.

# ITEM 5C

| MASTER CONDITIONAL USE PERMIT SPREADSHEET | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| No. | Address | Applicant | Application Date | Fee | Approval Date | Type | Status and Review Date | Parcel No. |
| | 24 CUPs | | | | | | | |
| | 26 South 500 West | Forbush, Molly | 1/27/2025 | $250.00 | 3/20/2025 | Short-Term Rental/Airbnd | Active Reviewed 4/2/26 | 02-087-0005 |
| | 46 North 100 East | Comer, William | | | Prior to 1958 | Trailer Court | Active Reviewed 12/4/25 The PC determined that business license needs to remain current to keep CUP | 02-051-0183 or 02-048-0024 |
| | 55 South 100 East | Braegger, Kenneth | | | 2/5/2016 | Contractor - Home Business | Active Reviewed 10-5-23 Reviewed 8/6/26 | 02-050-0074 |
| | 105 South 100 East | Loveland, Judy | 9/16/1996 | | 9/20/1996 | Auto Repair - Home Business | Active Reviewed 10-19-23 | 02-050-0008 |
| | 155 South Spring Street | Dean, Blair & Kathy Davis | 6/21/1999 | | 9/23/2005 | Single Family Home On Senstive Land | Active Reviewed 12-7-23 | 02-050-0077 |
| | 275 East 200 South | Nielson, Seth | 4/22/2024 | $25.00 | 6/6/2024 | Pest Control Business | Active Reviewed 9/4/25 | 02-050-0048 |
| ?? Is this in Willard or BE County? | 300 East 750 North | Wells Family Gravel Pit | | | 4/11/1985 | Gravel Pit | Active | 02-006-0032, 02-006-0021, 02-045-0003 |
| | 344 East 300 North | Merritts, Bill & Shelley | 4/8/1993 | | 5/10/1993 | Single Family Dwelling on Sensitive Land | Active Reviewed 4-18-24 | 02-048-0005 |
| | 369 West 200 North | Dominguez, Duane | 3/13/2024 | $25.00 | 4/22/2024 | ATV Repair | Active Reviewed 9/18/25 | 02-057-0030 |
| | 432 North Main | Francom, Matthew | 10/20/2020 | $25.00 | 3/7/2024 | Welding Shop | Active Reviewed 3/19/26 | 02-046-0086 |
| | 450 North 200 West | Radtke, Robert and Suzie | 9/25/2014 | $25.00 PD | 10/2/2014 | Additional dogs | Active Reviewed 6/20/24 | 02-046-0047 & 0084 |
| | 481 North 200 West | Beard, Lynn | | | Approved 2/5/15 | Multi-Family Dwelling/Duplex | Active Reviewed 9/5/24 | 02-046-0075 |
| | 500 East 625 South | Nielsen, Darrell (Now Staker Parson) | 3/20/1980 | | 4/11/1989 | Gravel Removal | Active Reviewed 2/5/26 | 02-049-0001 & 02-053-0044 |

Willard City Corporation

80 West 50 South
Box 593

Willard, Utah 84340
(435)734-9881

August 4, 2004

Mr. Blair Dean
135 S 100 E
Willard, UT 84340

Dear Mr. Dean:

This letter is in reply to your letter dated July 31, 2004. The parcel you are referencing is in an active alluvial fan area. An engineered mitigation plan will be required to be provided by the owner of the parcel prior to allowing any building. On September 18, 2002, a letter was sent outlining the required content of such a plan. I have attached a copy of this memo. Approval of this plan by the Willard/Box Elder Flood Control will be required and any review of the plan by the Willard/Box Elder Flood Control Board Engineer and the City Engineer, will be at the cost of the owner.

After the plan is received the owner will then be required to request a Conditional Use Permit for the building permit. Because many of the conditions will be based on the engineering study it is not possible to say exactly what the conditions and/or requirements will be. Extension of water lines and road improvements will also be required.

Again, the main requirement is an engineered mitigation plan supplied by the owner.

Sincerely,

Mayor Jean Loveland
WILLARD CITY CORPORATION

the future 400 West 1200 North streets. Also the criteria from the Willard City Zoning Ordinance on Agricultural Subdivisions should be included.

**A motion was made by Commissioner Pedersen to approve the Larry Braegger Agricultural Subdivision located at 1075 North 400 West. The recorded plat should include the requirements for a agricultural subdivision from the Willard City Zoning Ordinance and upon future development the owner will need to grant an easement for 400 West and 1200 North. The motion was seconded by Commissioner Sandall. The motion carried.**

b. **Kathy Davis - Conditional Use Permit for Single Family Dwelling - 145 South Spring Street - Parcel #02-050-0077**

A discussion was held on the natural runoff from Cook's Canyon. It was stated the Willard Flood Control has a berm on the property to divert runoff to the south. Commissioner Pedersen stated there could be a problem with the temporary catch basin shown on the drawing below the house. Zoning Administrator Jacobson stated if the property is five acres or less they need to have a temporary catch basin while they build. It was stated the developer would need to have a mitigation plan in place before any building would be allowed. Discussions were held on the potential for serious flooding and also where the water would run in the event of a flood. It was stated the water would probably go into the drain at 200 South and 300 East. Chairperson Krum stated on the mitigation plan Willard City could require where the runoff would go and would also recommend not building on the property. According to the Willard City Ordinance the landowner is required to contain any run-off from the property.

Commissioner Prescott asked if the engineer states it is okay to build on the property what protects the other neighbors from the runoff. It was stated the landowner would need to have the mitigation plan in effect. Blair Dean stated if there was a house on the property or not there is still going to be runoff on the property. Commissioner Prescott stated with a driveway on the property it makes the water run off the property faster. Blair Dean stated when the area flooded before, the runoff ran to the south side of his parcel and not on his parcel. Chairperson Krum recommended the Planning Commission approve the Conditional Use Permit noting the concerns by the Flood Control and if they build they will need a mitigation plan and the Planning Commission would advise them not to build on the property. If their property is flooded they cannot come back to Willard City asking why Willard City didn't tell them not to build. Cathy Davis asked if after she builds and if it floods Corey Barton's property would she be held responsible for the damages? Chairperson Krum stated if it is proven she is responsible then yes she would be; but, if it is proven to be a act of nature, she would not be. He also stated he is not a lawyer and does not offer this statement as legal advice. Cathy Davis asked if there was a mitigation plan in place, could she still be held responsible? It was stated, yes. LaVee Hemsley stated any berms needed to divert water flows around the house to the catch basin can be done during landscaping.

**A motion was made by Commissioner Sandall to approve the Conditional Use Permit for a Single Family Dwelling located at 145 South Spring Street Parcel #02-050-0077 with an approved mitigation plan from the Willard Flood Control and also with caution given to development on the property. The motion was seconded by Commissioner Pedersen. The motion did not pass with the following vote:**

**Commissioner Pedersen - yea Commissioner Sandall - yea**
**Commissioner Prescott - nay**

Chairperson Krum stated the request for a Conditional Use Permit will have to be tabled because there were not three aye or nay votes.

Commissioner Prescott was asked why she voted no, she stated she felt this was a bad place to build a home. LaVee Hemsley stated this area was no different than where Ryan Tingey built his home. Chairperson Krum stated Cathy Davis and Blair Dean had two options, one they could wait until the next Planning Commission meeting to see if the vote would be any different or two they could appeal to the City Council.

c. **Zoning Administrator Leland Jacobson - Draft for revisions to the Lot-Line Adjustment Procedure**
Zoning Administrator Jacobson read from a handout he prepared on Lot-Line Adjustment procedures. He stated this was what he has required from individuals seeking lot-line adjustments. Chairperson Krum recommended the draft be approved as is.

**A motion was made by Commissioner Sandall to approve and send to the City Council for approval the Draft for revisions to the Lot-Line Adjustment Procedure to be added to section 12-102 Supplementary and Qualifying Regulations. The motion was seconded by Commissioner Pedersen. The motion carried.**

d. **Zoning Administrator Leland Jacobson - Draft to modify Sewer System Ordinance**
Zoning Administrator Jacobson read from an addition to section 12-102-17 of the Zoning Ordinance stating this would be required for any dwelling being built to put in the sewer line for future connection to the sewer.

**A motion was made by Commissioner Pedersen to approve the Sewer System addition to section 12-102-17 of the Willard City Zoning Ordinance and send to the Willard City Council for approval. The motion was seconded by Commissioner Sandall. The motion carried.**

5. **Reports of Projects:**
a. **Bonneville Shoreline Trail [Master Plan/Ordinances] :** Susan Sandall stated there was nothing new to report.
b. **Commercial Ordinance : Ordinance 12-118 :** Robert Krum stated there was nothing

# Willard City Corporation

80 West 50 South
Box 593

Willard, Utah 84340
(435)734-9881

## *Conditional Use for Building Permit*
## *Parcel #02-050-0077*

1. Water - Property owner will be required to install an 8" waterline from 200 South across the width of the property. The waterline will be installed to Willard City standards. The location of the water meter will be determined by Willard City. The meter must be placed 18"-24" below ***final*** grade with a maximum of one setter.

2. Streets - The owner must supply a signed dedication plat map of the current easement known as the Spring Street from parcel 02-050-0061. Utility easements will also be required. Improvements to Spring Street including 24 ft of paving and curb and gutter as specified by the City Engineer and City Council will be required to control run off to 200 S. Costs of the dedication plat map and improvements are the owner's responsibility.

3. Fire - The home must be located so the maximum distance to the farthest corner of the home from the street does not exceed 150 ft. or a deeded easement for access (location verified by Fire Chief) to the City for emergency access including a 30 ft. x 30 ft. pad. The access and pad must be kept clear and have an all weather surface. The access cannot exceed an 18% grade. The pad must be located so the maximum distance to the farthest corner of the structure does not exceed 150 ft.

4. Flood Control - This building is on an active alluvial fan. An engineered mitigation plan approved by the Box Elder County/Willard City Flood Control District is required for the natural flood channels and drainage. Strong caution is given in building in this area due to years of large flows in this area with the understanding that major flood damage done during any flow will not be the responsibility of the Flood Control District.

5. City Council - Extension of the water line, dedication of the street, and street improvements must be completed **before** a building permit is issued. By accepting the requirements of the conditional use permit the land owner recognizes this property is in an alluvial fan area and there is an increased potential for a large flood and accepts full responsibility for development.

*I _____ certify that I am the owner or owner's agent (notarized affidavit required for agent) of the above parcel and understand and agree to these conditions. I understand that these conditions as well as current Willard City Ordinances must be met to receive a building and occupancy permit.*

_____ _____
*(Signature of Owner or Owner's Agent)* *(Date)*

State of _____

County of _____

Subscribed and sworn/affirmed to before me this _____day of _____, 20___, by _____.

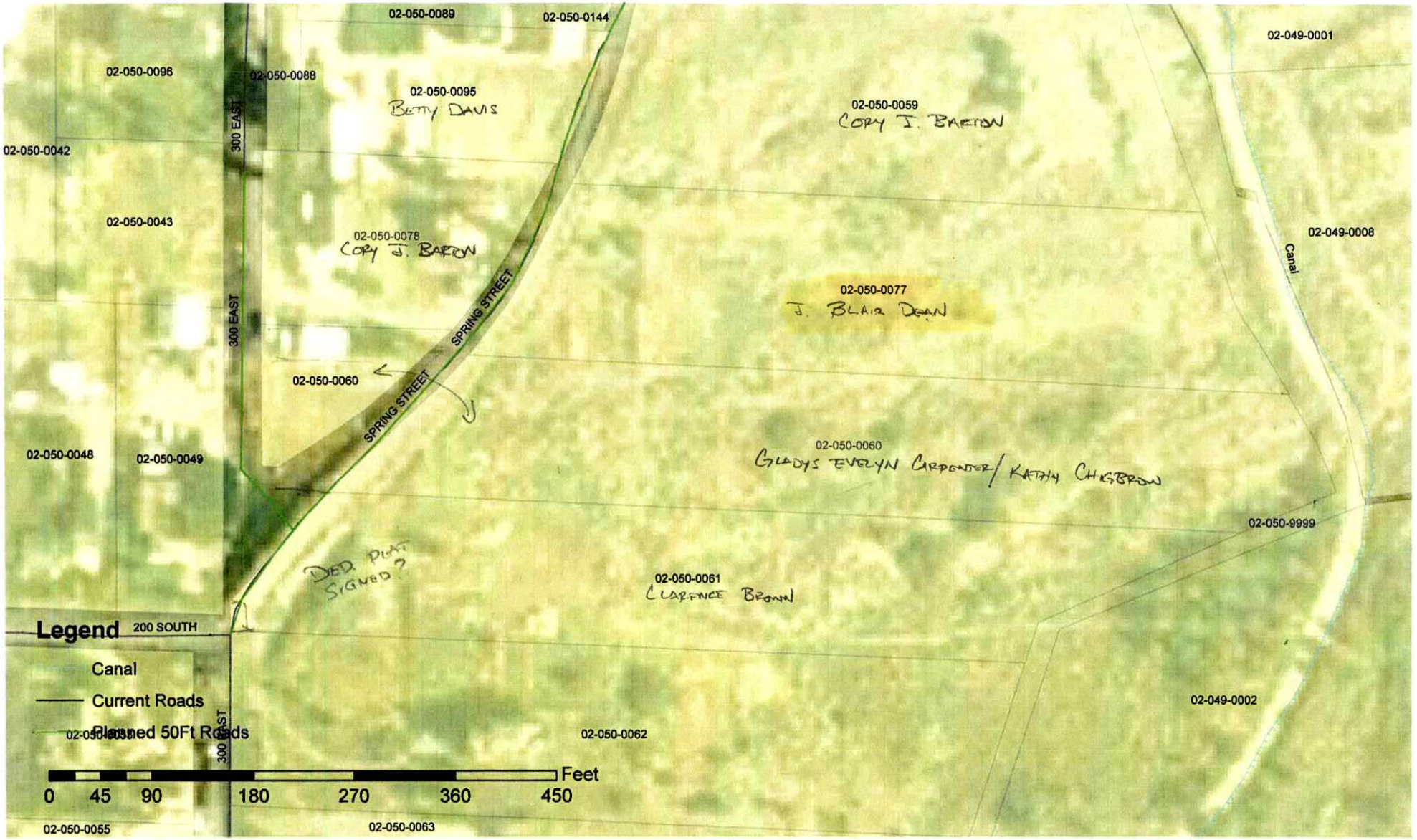
_____
Notary Public

Willard City Acknowledgment:

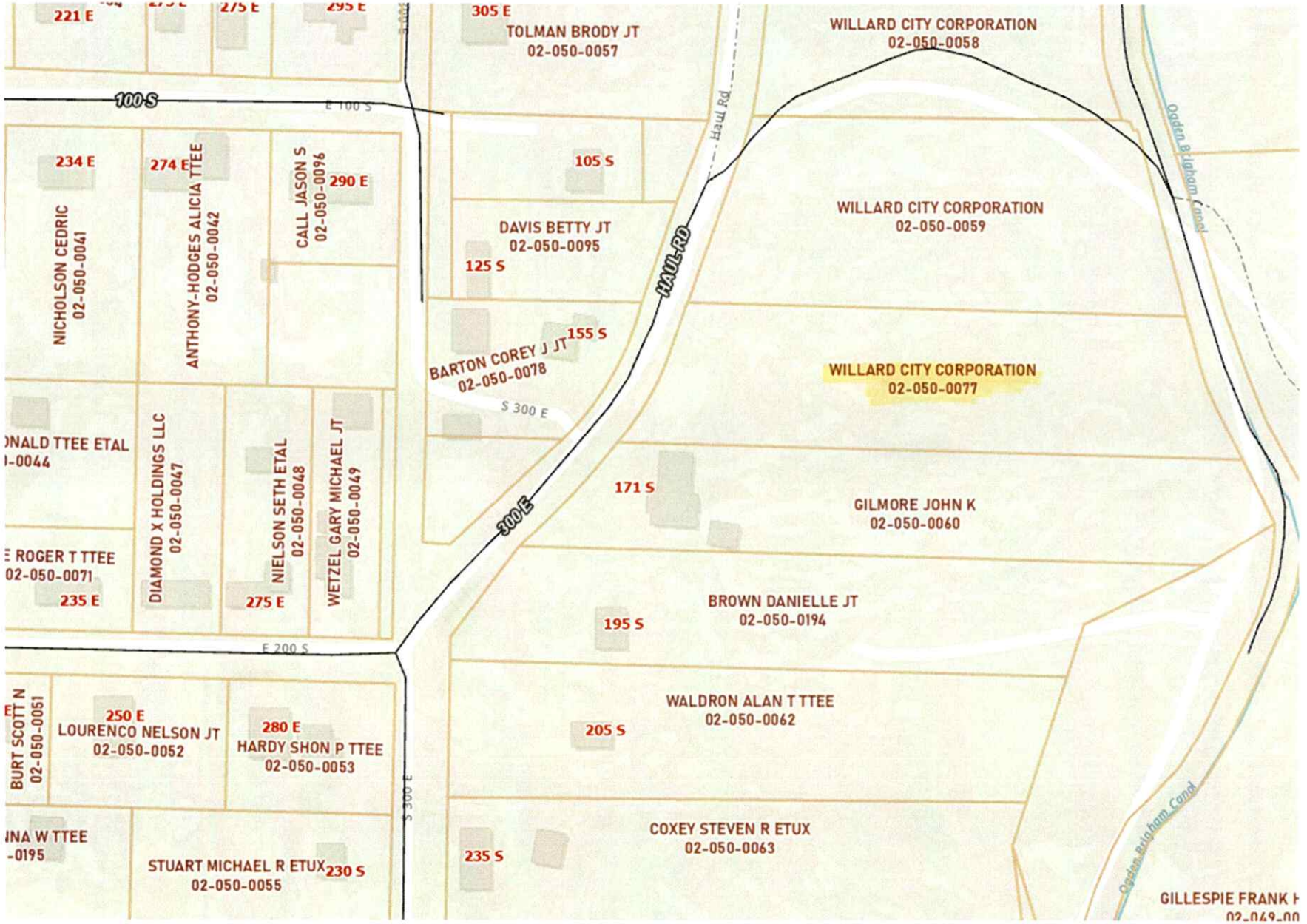
_____
Mayor

Attest:

_____
City Recorder


02-050-0089
02-050-0144
02-049-0001
02-050-0096
02-050-0088
02-050-0095
BETTY DAVIS
02-050-0059
CORY I. BARTON
02-050-0042
300 EAST
02-050-0043
02-050-0078
CORY J. BARTON
02-049-0008
Canal
02-050-0077
J. BLAIR DEAN
SPRING STREET
SPRING STREET
02-050-0060
02-050-0048
02-050-0049
02-050-0060
GLADYS EVELYN CARPENTER/ KATHY CHISBROW
02-050-9999
DED. PLAT SIGNED?
02-050-0061
CLARENCE BROWN
200 SOUTH
Legend
Canal
Current Roads
Planned 50Ft Roads
02-049-0002
02-050-0062
Feet
0 45 90 180 270 360 450
02-050-0055
02-050-0063

# BOX ELDER COUNTY PLAT MAP 2026



# ITEM 5D

## 24.44.050 Setback And Height Regulations

| TABLE II | MU-40 | A-3 | A-5 | R-1/2 | R-1 | Old Willard Township |
|---|---|---|---|---|---|---|
| 1. AREA REGULATIONS. The minimum lot area in acres for any main use in the districts regulated by this chapter shall be... | 40 | 3 | 5 | 1/2 | 1 | 15,500 square feet |
| 2. WIDTH REGULATIONS. The minimum width in feet for any lot in the districts regulated by this chapter except as modified by planned unit developments or cluster subdivisions, shall be... | 660 | 200 | 270 | 100 | 150 | 85 (100 ft for corner lots) |

| | | | | | | |
|---|---|---|---|---|---|---|
| 3. FRONTAGE REGULATIONS: The minimum frontage in feet for any lot in the districts regulated by this chapter on a public street or a private street approved by the governing body shall be... | 100 | 100 | 100 | 100 | 100 | 85 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Exception: The minimum frontage in feet for a lot in a planned unit development or an odd-shaped lot that meets the width requirements above, may, upon approval of the governing body, be reduced to: | 60 | 50 | 50 | 40 | 40 | - |
| 4. FRONT YARD REGULATIONS. The minimum depth in feet for the front yard for main buildings in districts regulated by this chapter shall be... | 25 | 30 | 30 | 30 | 30 | 30* See 24.44.010 (D-5-b-1) |

## 24.80.130 Design And Construction Standards

A. Design and Construction Standards Applicable to all Subdivision Applications.

1. The design and construction of all subdivisions shall be found by the ALUA to preserve and protect the existing natural terrain, drainage, topsoil and trees of the subject property, as practicable.
2. The design and construction of all subdivisions located within the City shall recognize any hazardous or potentially hazardous conditions, including, but not limited to, landslides, mud and debris flows, rock falls, avalanches, areas of existing and potential ground subsidence, areas of high ground water, flood plains, drainage ways, and areas subject to fire dangers existing on the Subject Property. No Preliminary or Final Subdivision Application may be approved by the ALUA, with responsibility for the Subdivision Application, until such hazard(s) have been removed, or the design and layout of the proposed subdivision eliminates, or minimizes, any hazardous or potentially hazardous conditions to the extent determined necessary by the SLUA.
3. The installation and construction of all required subdivision improvements, facilities, services, and amenities shall comply with all standards and requirements, as applicable, and as provided and required by the Willard City Public Works Standards.

B. Design and Configuration of Lots and Parcels.

1. A subdivision lot or parcel may not be divided by any municipal or county boundary line, or by any road, street, alley, or other lot.
2. A wedge-shaped or pie-shaped lot or parcel may not be less than thirty (30) feet in width measured at the front property line.
3. All side lot lines shall be located to be generally at right angles or radial to road and street rights-of-way lines.
4. All subdivision lots and parcels shall front on a public road or street.
5. A subdivision may include allowable features within the rear setback of a residential building lot or parcel, except any lot or parcel within the City's historic district.

C. Street Design Requirements.

1. Streets to Conform to Official Maps. The proposed subdivision road and street layout shall conform to all Willard City Official Plans and Maps.
2. Through Traffic. All Minor Streets located within a subdivision shall be located and designed to discourage through traffic.
3. Stub Streets. Necessary stub streets shall be provided where required by the Land Use Authority to connect to adjacent undeveloped land and new streets shall connect to existing stub streets located in adjacent subdivision areas.
4. Road and Street Right-of-Way Widths. All roads and streets shall comply and provide the minimum road and street right-of-way widths as required by the Willard City Public Works Standards.
5. Road and Street Pavement Widths. All roads and streets shall comply and provide the minimum road and street pavement widths as required by the Willard City Public Works Standards.

# ITEM 6

WILLARD CITY

**Planning Commission Meeting** – Regular Meeting
Thursday, September 3, 2026 – 6:30 p.m.
Willard City Hall – 80 West 50 South
Willard, Utah 84340

The meeting was a regular meeting designated by resolution. Notice of the meeting was provided 24 hours in advance. A copy of the agenda was posted at City Hall, on the State of Utah Public Meeting Notice website, on the Willard City website, and sent to the *Box Elder News Journal.*

The following members were in attendance:

| | |
|---|---|
| Chandler Bingham, Chairman | Jeremy Kimpton, City Manager |
| Sid Bodily | Madison Brown, City Planner |
| Alex Dubovik | Michelle Drago, Deputy City Recorder |
| Ken Ormond | |
| Jay Thackeray | |

Excused: Amy Hugie, City Attorney, and Brian Gilbert.

Others in attendance were Mayor Travis Mote; Diana Baker, Alternate Planning Commission Member; Ruth Ormond; and Rod Braegger.

Chairman Bingham called the meeting to order at 6:33 p.m.

1. PRAYER: Sid Bodily

2. PLEDGE OF ALLEGIANCE: Ken Ormond

3. GENERAL PUBLIC COMMENTS

No public comments were made.

4. CITY COUNCIL REPORT

There wasn't a report because there wasn't a City Council meeting on August 27th.

5A. REVIEW AND DISCUSS PROPOSED AMENDMENTS TO 24.16 OF THE WILLARD CITY ZONING CODE REGARDING OFF-STREET PARKING REQUIREMENTS

Time Stamp – 2:23 - 09/03/2026

Madison Brown, City Planner, stated that the staff had cleaned up the off-street parking requirements found in Willard City Code 24.16 and added the parking from intersections discussed at the last Planning Commission meeting. Accessible parking requirements had been added as well, which followed state and federal guidelines.

Commissioner Dubovik asked if the reason for not specifying the number of parking spaces in 24.16.040 for some uses, like bars, was because parking would be part of a conditional use permit review. Ms. Brown quoted Willard 24.16.040(13) which said, *"All other uses not listed above. As determined by the City Planner, based on the nearest comparable use standards."*

Ms. Brown said the staff had discussed the minimum parking distance on street corners for commercial properties. Fifty (50) feet had been included in the draft ordinance because that was the UDOT standard,

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and most of the commercial properties in Willard were on UDOT rights-of-way. The parking distance from corners for commercial property could be based on road type, such as arterial or collector.

Chairman Bingham felt 50 feet was appropriate. The Planning Commission members agreed.

Ms. Brown said the staff had also discussed how many approaches should be allowed on a commercial corner lot. The ordinance currently allows two approaches per 100 feet of frontage or fraction thereof. If a corner lot had 100 feet of frontage on both street sides, it could have four approaches.

Commissioner Dubovik said the draft ordinance said a commercial corner lot could not have an approach closer than 50 feet to the corner. That would eliminate one approach.

Commissioner Thackeray said the draft ordinance required commercial approaches to be 30 feet apart.

Commissioner Dubovik said an approach had to be10 feet from an approach on an adjoining lot (five feet from side property line plus five feet on adjoining lot). He felt those three measurements would suffice.

Commissioner Dubovik asked if the distance between approaches was for the same lot or different lots. Ms. Brown said the staff had discussed both. The ordinance as written would allow two commercial approaches 10 feet apart.

Chairman Bingham felt approaches should be 30 feet apart regardless of whether they were on the same property or not.

Commissioner Dubovik asked how far a residential approach had to be from a property line. Ms. Brown said it had to be five feet from a property line.

Commissioner Thackeray suggested that commercial approaches be 15 feet from a property line. Then there would always be 30 feet between approaches on adjoining properties.

Commissioner Dubovik suggested all commercial approaches should be 50 feet from an intersection; all approaches on the same lot had to be 30 feet apart; and all commercial approaches had to be 15 feet from an adjacent property line. After discussion, the Planning Commission agreed.

Ms. Brown said residential lots had the same issue. An approach on a residential lot could be five feet from a property line. So, there could be two approaches 10 feet apart. On residential corner lots, an approach had to be at least 25 feet from an intersection, 12 feet from an approach on the same lot, and five feet from a property line. That meant there could be two approaches 10 feet apart.

Commissioner Thackery felt those distances were fine. He didn't feel residential lots had the same safety issues as commercial because there was less traffic.

Madison Brown stated that 24.16.080(3) talked about landscaping. It stated, *"Each parking lot shall be adequately landscaped and permanently maintained."*

Michelle Drago, Deputy Recorder, asked what did adequately landscaped mean? How would the Planning Commissioner determine what was adequate? Did the Planning Commission want to set a certain percentage? What did it want parking lots to look like?

Commissioner Dubovik asked if there was a standard for residential landscaping. He felt the standards for commercial landscaping should be similar to residential standards. Ms. Brown said she would have to look. If she couldn't find anything, was there a certain percentage that should be included in the draft ordinance?

Chairman Bingham felt a commercial parking lot should be paved.

Commissioner Thackeray felt adequate could be maintenance of weeds and dirt.

Commissioner Ormond felt the landscaping should be approved on an individual basis.

Commissioner Dubovik asked if a parking lot meant the property in question was commercial, or could it refer to residential? Commissioner Ormond felt the ordinance was referring to commercial. He didn't feel there would be requirements for residential landscaping.

Commissioner Bodily asked if the Nuisance Ordinance could address adequate landscaping. Mayor Mote said the Nuisance Ordinance could address excess vegetation, but he didn't feel it could rise to the level of appropriate landscaping.

Commissioner Dubovik asked if there were any commercial parking lots in Willard that did not have inadequate landscaping. Commissioner Thackeray felt there were.

Commissioner Dubovik suggested that the staff research commercial landscaping requirements.

Commissioner Ormond asked if Willard had requirements for commercial park strips. Michelle Drago felt any park strip requirements would be in the Public Works Standards.

Commissioner Thackeray suggested changing the wording from *adequately* to *approved and maintained.*

Diana Baker, 276 West Center street, felt landscaping for a public parking lot should be attractive, so people would want to stop there.

Commissioner Dubovik quoted Box Elder County's off-street parking requirements found in Article 5 Chapter 5-2-060(C), *"Each parking lot shall be adequately landscaped to comply with a plan approved by the Planning Commission and such landscaping shall be permanently maintained."*

**Commissioner Bodily moved to table discussion regarding amendments to 24.16 to Willard City Code relating to off-street parking requirements until the next meeting.**

Commissioner Ormond felt the Planning Commission needed to discuss the residential section.

There was discussion regarding 24.16.060.2.6 and 7. Madison Brown said those sections were part of the existing code. There was confusion about whether they applied to residential parking or non-residential parking. Mayor Mote clarified that they applied to non-residential parking. Commissioner Dubovik asked that the City Engineer review the wording and explain its application or replace the wording with the current city standard.

Commissioner Ormond asked about 24.16.060.2.4. It said an approach had to be located 50 feet from the intersection. What type of road did that apply to? Ms. Brown said the Planning Commission could alter the distance from an intersection to an approach based on the type of road. In the Planning Commission's

earlier discussion, it opted to apply the distance to all road types. In residential zones, a drive approach would be 25 feet from an intersection.

Commissioner Thackeray suggested eliminating the five-foot distance from a property line to a drive approach in residential areas. Then two adjacent property owners could have a double wide driveway. Ms. Brown was concerned that could cause drainage issues.

Chairman Bingham did not feel the five-foot distance should be removed. Mayor Travis Mote felt drive approaches should be divided.

Mayor Mote was concerned about problems with farming and access roads because many were located on property lines. Ms. Brown felt approaches and access roads were different. Mayor Mote felt the ordinance should define the difference between approaches and access roads and driveways and approaches. He also felt the ordinance should state that property owners were responsible for drainage of storm water from their own properties.

There was a discussion about measurement of approaches and flares.

Commissioner Ormond asked if a park strip could be paved. Ms. Brown said it could.

Commissioner Ormond felt that every commercial parking lot should maintain its own storm water. Ms. Brown said she would ask the City Engineer about drainage requirements.

Commissioner Thackeray clarified the measurement of an intersection to an approach. He felt the measurement should be taken from where property lines intersected, or the property hub; not where the streets intersected. Ms. Brown agreed. There was discussion regarding how to measure from an approach from an intersection.

Commissioner Dubovik asked about screening of parking lots mentioned in 24.16.080(2). He felt that section should include a minimum height and a maximum height and that fence material should be approved by the Planning Commission.

Commissioner Thackeray asked what a solid visual barrier consisted of. Michelle Drago felt it could be vinyl, wood, or chain link with slats.

Commissioner Dubovik felt that 24.16.080(4) should refer to Willard's Dark Sky Ordinance.

**Commissioner Thackeray seconded the motion. All voted "aye." The motion passed unanimously.**

5B. REVIEW CONDITIONAL USE PERMIT ISSUED TO JEAN LOVELAND ON SEPTEMBER 20, 1996, FOR A HOME BUSINESS/AUTO REPAIR LOCATED AT APPROXIMATELY 105 SOUTH 100 EAST (PARCEL NO. 02-050-0008), PREVIOUSLY REVIEWED ON OCTOBER 19, 2023

Time Stamp: 52:55 – 09/03/2026

Madison Brown stated that the business was not currently active, but Jean Loveland had requested that the conditional use permit remain active and she paid for a business license every year. The city had not received any complaints.

The Planning Commission agreed to keep the conditional use permit listed as active.

In response to a question from Commissioner Ormond, Michelle Drago said the original application was filed by Judy Loveland. It could not be changed. However, the name on the conditional use permit had been updated to Jean Loveland, who was the current property owner.

Jeremy Kimpton left at 7:28 p.m.

5C. REPORT ON OPEN PROJECTS

Time Stamp: 54:38 – 09/03/2026

Madison Brown stated that she had prepared a report updating the Planning Commission on all open projects at the request of Commissioner Dubovik. Chairman Bingham asked that the report be updated every month.

Ms. Brown responded to questions from the Planning Commission regarding Granite Ridge Phase 6. Commissioner Bodily asked what the statement, "Last communication was June 24, 2026," meant. Ms. Brown said that was the last time Granite Ridge contacted the city. Mayor Mote said Granite Ridge kept pushing the administration to allow them to proceed with Phase 6 without resolving the emergency access issue with Staker Parson. Amy Hugie was holding firm that Granite Ridge needed to fulfill the emergency access requirement. Ms. Brown said Granite Ridge had submitted multiple requests to move Phase 6 forward, but the administration had denied those requests.

Commissioner Dubovik asked if there would be more than 30 homes at the completion of Phase 5 with one entrance and one exit. Ms. Brown said there would be. Commissioner Dubovik asked why Willard continued to issue building permits. Ms. Brown said Granite Ridge Phases 1 through 5 had been approved and recorded. There wasn't any reason to deny building permits in those phases.

Commissioner Dubovik stated that Willard had an ordinance limiting the number of homes with one access to 30. Mayor Mote stated that the City Council allowed Phases 1 through 5 to move forward. Commissioner Dubovik felt the final lot in Phase 5 should be abjudicated to Willard City and the Willard City Fire Department because this was a high-risk area. He felt Willard needed something to cover itself.

Commissioner Ormond asked why there was an emergency access rather than a main second access. Chairman Bingham said the entire development was approved without a second access. It was approved with only an emergency access.

In response to a question from Commissioner Dubovik, Madison Brown said Granite Ridge would have to complete the emergency access in compliance with the original agreement, which included a crash gate.

Commissioner Bodily said Willard didn't want a crash gate. It wanted a second access that could be used any day at any time. Michelle Drago stated that the City Council approved Granite Ridge without a second access. Willard could not legally tell Granite Ridge it now had to put one in. Commissioner Bodily said there had been discussion about a second access since Phase 3. Chairman Bingham stated that Granite Ridge received an overall site plan approval from the City Council before Phase 3. Commissioner Bodily asked if there minutes verifying the City Council's approval. Ms. Brown said there were. Commissioner Bodily asked for a copy of those minutes.

Chairman Bingham said Granite Ridge was approved as a one-entrance subdivision. Willard had been fighting with the developer for anything it could get ever since. The best Willard could get was an emergency exit and stub roads for future connections.

Commissioner Thackeray asked if there were ordinances in place to prevent another Granite Ridge moving forward. Mayor Mote stated that the new subdivision process did not bring a subdivision back to the City Council, unless it was an MPC. The Planning Commission would be able to determine if a second access was needed. He felt the second access requirement was fixed in the ordinance and fixed in the process.

Commissioner Thackeray asked how an appeal to the Subdivision Ordinance would be handled. Madison Brown said an appeal to the Subdivision Ordinance would be heard by Willard's Appeal Authority. Under the new State statute, legislative bodies were not allowed to review subdivisions. Mayor Mote said Willard's Appeal Authority was a land use attorney. Commissioner Thackeray felt Willard had done the best it could to protect itself going forward.

Commissioner Dubovik wanted to make sure Phase 6 would not be approved until Granite Ridge reached an agreement with Staker Parson. Madison Brown said that was the best the administration could do. Commissioner Dubovik asked what the specifications of the emergency access would be. Ms. Brown said she could provide that information.

Mayor Mote stated that previous staff did not catch the need for the emergency access to be completed by Phase 3. The development was now two phases past that point. That was on past city administration. The current administration was holding Granite Ridge to the terms of the original development agreement.

Commissioner Dubovik asked if ground water was still an issue in Deer Run. Madison Brown said it was. She felt the agreement was close to being approved by the City Council.

Mayor Mote said the City Council had received a report that there wasn't capacity in the flood control system to handle the ground water from Deer Run Subdivision so there was a discussion about where the ground water needed to go. If it couldn't go into the flood control system, did Deer Run need to build its own system? If Deer Run tried to de-water the ground as a whole, they needed a water right to pull the water and put it somewhere else. The Planning Commission and City Council that approved Deer Run included a requirement on the subdivision plat for ground water testing. The note on the plat required homes to be three feet above the water table. Now the administration was trying to make sure the developer was held to that requirement.

Chairman Bingham asked about the Willow Creek Estates Subdivision. Ms. Brown said Willard had received an application. She had finished the completeness review. Shet sent it back because there were a few things missing from the plat. Chairman Bingham asked about the Red Sun Subdivision. Ms. Brown said it was the Fifield property.

Chairman Bingham asked if the Planning Commission had any questions about anything else in the report. There wasn't further discussion.

6. CONSIDERATION AND APPROVAL OF REGULAR PLANNING COMMISSION MINUTES FOR AUGUST 6, 2026

**Commissioner Thackeray moved to approve the regular minutes for August 6, 2026, as written. Commissioner Dubovik seconded the motion. All voted "aye." The motion passed unanimously.**

7. ITEMS FOR THE SEPTEMBER 17, 2026, PLANNING COMMISSION AGENDA

Time Stamp: 1:06:17 – 09/03/2026

The Planning Commission discussed agenda items for the September 17, 2026, meeting – further discussion on the off-street parking requirements and review another conditional use permit; review.

Madison Brown stated that Willow Creek might be ready. She said the State Legislature made requirements for detached ADU's that Willard needed to comply with. Chairman Bingham asked that the ADU Ordinance be placed on the next agenda.

Commissioner Ormond asked that discussion about the width of cull-de-sac lots be on the next agenda.

There was a discussion about why Planning Commission comments had been removed from the agenda. Commissioner Dubovik didn't know why the Planning Commission's ability to discuss planning issues was being restricted. Mayor Mote felt the goal was to have items on the agenda to comply with the Open and Public Meetings Law.

Commissioner Ormond asked how and when a Planning Commission member could place an item on the agenda. Madison Brown said the staff tried to send the agenda and packets out the Friday before the meeting. Agenda items were approved by the Planning Commission Chair and administration earlier in the week. The Planning Commission agreed they needed to let the staff know if they wanted something on the agenda no later than the Thursday before the meeting.

Commissioner Dubovik thanked the administration for how it handled the 600 South Project. It was well done and looked great.

8. ADJOURN

**Commissioner Dubovik moved to adjourn at approximately 8:00 p.m. Commissioner Bodily seconded the motion. All voted in favor. The motion passed unanimously.**

Minutes were read individually and approved on: _____

| | |
|---|---|
| Planning Commission Chairman | Planning Commission Secretary |
| Chandler Bingham | Michelle Drago |

dc:PC 09-03-2026

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# September 2026

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3<br>Planning Commission Meeting 6:30 p.m. | 4 | 5 |
| 6 | 7<br>LABOR DAY<br>Office Closed | 8 | 9<br>Garbage Pick Up | 10<br>City Council Meeting 6:30 p.m. | 11<br>NATIONAL DAY OF SERVICE | 12 |
| 13 | 14 | 15 | 16 | 17<br>Planning Commission Meeting 6:30 p.m. | 18 | 19 |
| 20<br>Water Bills Due | 21 | 22 | 23 | 24<br>Box Elder Summit<br>9:00 a.m. – 2:30 p.m.<br>City Council Meeting<br>6:30 p.m. | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |
| | | | | | | |

# October 2026

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| | | | | 1<br>Planning Commission Meeting 6:30 p.m. | 2 | 3 |
| 4 | 5 | 6 | 7 | 8<br>City Council Meeting 6:30 p.m. | 9 | 10 |
| 11 | 12<br>COLOMBUS DAY<br>Office Closed | 13 | 14 | 15<br>Planning Commission Meeting 6:30 p.m. | 16 | 17 |
| 18 | 19 | 20<br>Water Bills Due | 21 | 22<br>City Council Meeting 6:30 p.m. | 23 | 24 |
| 25 | 26 | 27<br>Utah League of Cities and Towns | 28<br>Utah League of Cities and Towns | 29 | 30 | 31<br>HALLOWEEN |
| | | | | | | |