

Willard City Corporation

80 West 50 South
Box 593



Willard, Utah 84340
(435)734-9881

WILLARD CITY COUNCIL NOTICE

The Willard City Council of the Willard City Corporation will hold its Regular meeting on Thursday, June 24, 2021. The meeting will be held at the Willard City Offices 80 W 50 S. The meeting will be held in accordance with current COVID-19 guidelines. The meeting will begin promptly at 6:30 p.m. The agenda will be as follows:

1. Call to Order

- a. Invocation
- b. Pledge of Allegiance

2. Open Comment Period (Individuals have three minutes for open comments. If required, items may be referred to department heads for resolution. Items requiring action by the City Council will be placed on the agenda for a future meeting.)

3. New Business

- a. Consideration of Resolution 2021-11, a Resolution of the Willard City Council Authorizing the Mayor to Enter into an Agreement with Brigham City Corporation to Provide Animal Control Services
- b. Consideration of Approval of Sewer Agreement with Blue Ox Development, Willard Land LLC, and Valley Estates
- c. Consideration Review and Approval of Pay Request No. 4 in the amount of \$33,392.71 and Pay Request No. 5 in the amount of \$14,175.34 for Allied Underground Technology for the Granite Ridge Upper Pressure Zone Water Line Project
- d. Consideration of Review and Approval of Pay Request No. 5/Change Order No. 2 (Items 201 through 229) for the 200 West Project in the amount of \$35,215.87
- e. Consideration of Review and Approval of Pay Request No. 1 in the amount of \$5,000 for Planning and Development Services, LLC for the General Plan Update
- f. Consideration of Review and Approval of Pay Request in the amount of \$13,500 for Hennefer Plumbing for the Nature Park Restrooms
- g. Report on Broadband/Fiber Optics

4. Unfinished Business

- a. Consideration of Purchase of a PowerEdge T340 Tower Server or a Cloud Based Server and the Purchase of a Router

5. Planning Commission

- a. Set a Public Hearing to Consider Amending Willard City Zoning Ordinance Chapter 12-500 of the Willard City Zoning Ordinance regarding Mobile Homes, Mobile Home Parks, and Mobile Home Subdivisions and a proposal to adopt Chapter 12-700 regarding Recreational Vehicles and Recreational Vehicle Parks (July 8, 2021)

6. Approval of Minutes

June 10, 2021, Regular City Council Meeting

7. Financial

- a. Warrants
- b. Vouchers
- c. Reports

8. Department Reports

- a. Maintenance Department
- b. Police Department
- c. Fire Department

9. Council Member Reports

- a. Brad Robb
- b. Josh Braegger
- c. Fred Ward
- d. John Seamons
- e. Kaleb Kunzler

10. Mayor's General Correspondence and Information

11. City Manager's Report

12. Consideration of Motion to Enter a Closed Session (if necessary) pursuant to UCA §52-4-205 (a) except as provided in Subsection (3), discussion of the character, professional competence, or physical or mental health of an individual; (b) strategy sessions to discuss collective bargaining; (c) strategy sessions to discuss pending or reasonably imminent litigation; (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares; (f) discussion regarding deployment of security personnel, devices, or systems; or (g) investigative proceedings regarding allegations of criminal misconduct.

13. Adjourn

/s/ Michelle K. Snarr
Recorder, Willard City

I, designated City Recorder for Willard City hereby certify that the foregoing notice and agenda was posted at the Willard City Hall and on the State of Utah Public Meeting Notice Website <https://www.utah.gov/pmn/index.html> and sent to the Box Elder News Journal June 21, 2021.

In compliance with the Americans 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.

**WILLARD CITY CORPORATION
RESOLUTION NO. 2021-11**

**A RESOLUTION OF THE WILLARD CITY COUNCIL AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH BRIGHAM CITY CORPORATION TO PROVIDE
ANIMAL CONTROL SERVICES**

WHEREAS, Willard City requires animal control services for its residents; and

WHEREAS, Willard City does not have facilities for said services; and

WHEREAS, Brigham City has agreed to provide certain animal services.

NOW THEREFORE, be it resolved by the City Council of Willard City, State of Utah, by the Mayor and the Willard City Council as follows:

Section 1. The City Council of Willard authorizes the Mayor to enter into the attached agreement with Brigham City to provide animal control services. The term of the agreement commencing on the 1st day of July, 2021, and terminating on the 30th day of June, 2023.

Section 2. That this Resolution shall become effective immediately upon the passage thereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WILLARD CITY, STATE OF UTAH this ____ day of June, 2021.

KENNETH BRAEGGER
MAYOR, WILLARD CITY

ATTEST:

MICHELLE VEST SNARR
CITY RECORDER

ROLL CALL	AYE	NAY
Council Member Braegger	_____	_____
Council Member Kunzler	_____	_____
Council Member Robb	_____	_____
Council Member Seamons	_____	_____
Council Member Ward	_____	_____

**ANIMAL CONTROL SERVICES
AGREEMENT WITH WILLARD CITY**

WHEREAS, BRIGHAM CITY, a municipal corporation, hereinafter referred to as the "City" is an operating animal shelter; and

WHEREAS, Willard City, hereinafter referred to as the "Municipality" is desirous of entering into an agreement whereby the City will provide certain animal service; and

WHEREAS, the City is desirous of entering into an agreement whereby the City may determine how many municipalities it will be providing services for;

NOW, THEREFORE, in exchange for the promises and other considerations specified herein, the parties agree as follows:

I. **Term:** The term of this agreement is for two years beginning July 1, 2021 and ending on June 30, 2023.

II. **Fees:**

Reclaimed by Owner:

1st Offense:	Altered, \$35.00 - Unaltered, \$45.00
2nd Offense:	Altered, \$45.00 - Unaltered, \$55.00
3rd Offense:	Altered, \$55.00 - Unaltered, \$65.00

(NOTE: The Municipality will not be billed for animals reclaimed by owner.)

Boarding: \$5.00 per day

Relinquishment Fees:

Owner:	\$45.00 per individual animal
	\$60.00 per litter
Willard City:	\$50.00 per individual animal
	\$65.00 per litter

Quarantined Animals:

Dogs/Cats: \$75.00 (12-day quarantine)

Medical treatment for a sick or injured animal is not included in this fee and is solely at the discretion of Brigham City Animal Control. If Brigham City Animal Control determines that medical treatment is necessary, the municipality will be billed for the cost of the medical treatment.

The services included in this rate are as follows:

1. Logging in procedures, record keeping, handling financial transactions.
2. Strays will be held a minimum of five (5) working days for reclaim (holidays and Sundays are not included in this holding period).

3. Provision of adoption for strays, owned animals or litters when possible.
4. Euthanasia and disposal for unclaimed or unadopted animals.
5. The Municipality will only be billed for animals surrendered by Municipality officials. Willard City residents may surrender animals at their own expense, which will be paid at the time the animal is relinquished.

Brigham City Animal Shelter will not accept the following: livestock, wildlife, animals being held for cruelty or neglect pending prosecution of the owner.

Additional charges will be assessed for each service performed, for each animal, on the following basis:

1. Outside agencies bringing in dead animals \$ 5.00
2. Owner relinquish of dead animal from contract city \$ 5.00

III. **Billing:** The City shall send out a quarterly billing to the Municipality, which the Municipality shall pay within thirty (30) days.

IV. **Transportation of Animal:** The Municipality shall be responsible for transporting the animal to the shelter.

V. **Amendment:** This agreement may be amended in writing, by the parties, with sixty (60) days notice.

VI. **Default:** If either party defaults under the terms of this agreement, the defaulting party shall be liable to the other party for its attorney's fees and costs, whether or not suit is filed.

VII. **Indemnification:** Municipality agrees to at all times protect, indemnify, save harmless and defend the City, its agents and employees from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the project, by the Municipality, its agents, employees, subcontractors, or suppliers in the performance and execution of the work.

Dated this _____ day of _____, 2021.

MUNICIPALITY REPRESENTATIVE:

ATTEST:

BRIGHAM CITY REPRESENTATIVES:

Tyler Vincent, Mayor

Michael Nelsen, Chief of Police

ATTEST:

Christina Boss
City Recorder

SEWER LINE DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS SEWER LINE DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "*Agreement*") is entered into as of _____, 2020 (the "*Effective Date*") by and between Willard City Corporation, a political subdivision of the State of Utah (the "*City*") and Willard Land Company, a Utah limited liability company ("*Developer*"). The City and Developer may be referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

A. Developer is wholly owned by certain owners ("*Owners*") of approximately [REDACTED] acres of undeveloped real property located in Box Elder County, State of Utah, as depicted on Exhibit A attached hereto, and more particularly described in Exhibit B, Exhibit C, Exhibit D and Exhibit E, each attached hereto (the "*Parcels*").

B. Owners desire to develop the *Parcels* for residential homes and other permitted uses after the property has been annexed into the City. Owners anticipate that such development will require a substantial, long-term commitment of capital and resources of Owners, as well as the integration of public facilities, in order for such development to be successful, including the access of the *Parcels* to public sewage treatment facilities to collect and transport wastewater and effluent.

C. The City is currently working with both the Utah Department of Transportation ("*UDOT*") and the Utah Transit Authority ("*UTA*") to obtain a Nonexclusive License Agreement ("*License*") with these state entities, whereby the UDOT and UTA would grant to the City a nonexclusive license across and under a 66-foot wide corridor commonly known as the UIC-Bamberger right-of-way (the "*UDOT/UTA Property*"), which License would be acquired for the purpose of developing the Sewer Line (as defined below) for the connection of individual lots developed on the *Parcels* to the City's sewage lift station (the "*Lift Station*") and the related sewage treatment facilities (the "*Treatment Facilities*").

D. Upon approval of annexation and the City receiving the License for the installation and maintenance of a Sewer Line on the UDOT/UTA Property, Developer desires to pay for the construction of the Sewer Line, together with certain upgrades to the Lift Station, generally in accordance with the Scope of Work described on Exhibit F attached hereto (the "*Scope of Work*"), for the purpose of connecting the *Parcels* with the Treatment Facilities, and to provide additional capacity for other potential development in the County, the costs of which Sewer Line are to be reimbursed to Developer by the City from connection fees and/or service fees to be paid upon development of the *Parcels* or other Benefitted Properties (as defined below).

E. The City acknowledges and agrees that connection of the *Parcels* to public sewage treatment facilities for purposes of the development and improvement of the *Parcels*, and upgrading the Lift Station, is in the best public interest of the City and its present and future residents, and that facilitating such infrastructure will result in long-term planning and economic benefits to the City and its residents.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. *Recitals; Definitions.* The recitals set forth above are incorporated into this Agreement as if fully set forth herein.

2. *Definitions.* Any capitalized term used but not otherwise defined in this Agreement shall have the meaning set forth below:

"Agreement" means this Sewer Line Development and Reimbursement Agreement, its exhibits, documents incorporated by reference into this Agreement and into the exhibits, and any written amendments to such Agreement, exhibits or documents that may be executed from time to time by the City and Developer.

"Applicable Laws" means any building, zoning, land use, environmental, health and other applicable laws, statutes, codes, ordinances, rules, regulations and requirements of any Governmental Authority pertaining to the Project or to the use and operation of the Sewer Line and/or the Upgrades for their intended purpose.

"Benefitted Properties" is defined in Section 15.

"City Property" shall have the meaning set forth in the Section 7 and is more particularly described in Exhibit L-1 attached hereto and as depicted on the map attached hereto as Exhibit L-2.

"Connection" means each and every separate connection designed to deliver wastewater, liquid waste, sewage, and other effluent from the Parcels to the Treatment Facilities.

"Connection Fees" means each connection fee or other service fee, however denominated, imposed by the City on any owner, contractor or developer for each Connection with respect to the planning, approval, construction or completion of Units on the Parcels.

"Construction Contract" mean the [REDACTED] between Developer and the General Contractor for the construction of the Sewer Line and the Upgrades, approved by the City.

"County Property" shall have the meaning set forth in the Recitals and is more particularly described in Exhibit G-1 attached hereto and as depicted on the map attached hereto as Exhibit G-2.

"Effective Date" is defined in the preamble to this Agreement.

"Final Completion" means the completion of the Sewer Line and the Upgrades substantially in accordance with the Scope of Work and the Plans and Specifications, together with (a) the delivery to the City of an ALTA as-built survey of the Sewer Line which conforms to the standards set forth in Exhibit H and includes the certification set forth in such Exhibit; (b) the delivery of final lien releases from the General Contractor and all subcontractors; and (c) delivery of written warranties from the General Contractor to the City in accordance with this Agreement.

"Force Majeure Event" is defined in Section 20.

"General Contractor" means [REDACTED] or such other utility contractor retained by Developer that is experienced in performing similar sewer line construction, subject to the approval of the City which approval will not be unreasonably withheld or delayed.

"Governmental Authorities" means any and all federal, state, county, municipal, governmental or quasi-governmental board, agency, authority, department or body having jurisdiction over any portion of the Project.

"Governmental Permits" means all permits, variances, approvals and other actions which under Applicable Laws have been or must be issued, granted, or taken by Governmental Authorities in connection with the Project, including those set forth in Exhibit I.

"License" is defined and outlined in paragraph (C) of the Recitals.

"Lift Station" is defined in the Recitals and shall mean the sewage lift station owned and operated by the City.

"Parcels" is defined in the Recitals.

"Participation Fee" is defined in Section 15.

"Plans and Specifications" mean the designs, plans, specifications and construction drawings, as applicable, for the development and construction of the Project prepared by Developer and approved by the City pursuant to Section 4(d).

"Project" means the installation of the Sewer Line and the Upgrades, together with the planning, development, approval, construction, installation, and testing of the foregoing, in accordance with the Scope of Work and the Plans and Specifications.

"Project Budget" means the budget for completion of the Project attached hereto as Exhibit J, and which may be modified from time to time in accordance with Section 5.

"Project Costs" means and all costs incurred directly by Developer or Owners necessary or appropriate to the planning, development, design and construction of the Project, including (a) amounts paid or incurred under the Construction Contract or any other contract for work, materials or supplies in the Project; (b) amounts paid to the City or incurred by Developer or Owners in the modifications and upgrades to the Lift Station; (c) amounts paid or incurred for fees and reimbursable expenses under contracts with the architect, and all other professionals for survey, engineering, inspection, environmental, geotechnical and other design, construction and engineering studies and services related to the Project. (d) amounts paid or incurred in applying for, pursuing and obtaining Governmental Permits for the Project; (e) property, casualty and liability insurance premiums paid or incurred by Developer or the General Contractor for the Project; and (f) the actual cost to acquire third party easements and/or other real property interests for the Project, not to exceed the fair market value thereof. If there is a dispute between the parties as to the provisions of this Agreement that results in litigation, the prevailing party shall be entitled to their costs and attorney fees from the other party.

"Project Schedule" means the schedule for completion of the Project attached hereto as Exhibit K, and which may be modified from time to time in accordance with Section 5.

"Scope of Work" is defined in the Recitals.

"Sewer Line" means the sewer line and related improvements to deliver wastewater, liquid waste, sewage, and other effluent from the Parcels to the Treatment Facilities, to be constructed within the License area and having the specifications set forth in the Scope of Work and the Plans and Specifications.

"Treatment Facilities" is defined in the Recitals and shall include the Lift Station, the sewage treatment plant owned and operated by the City and by Perry City, and all related infrastructure and improvements.

"Unit" means any building or part of any building making a separate Connection including (a) any dwelling unit such as a detached or attached single-family unit, condominium unit, or apartment unit or (b) non-dwelling commercial or industrial building, condominium, or portion thereof.

"Upgrades" means the modification and upgrades to the Lift Station and sewer line installation having the specifications set forth in the Scope of Work and the Plans and Specifications.

3. *Construction of Sewer Line and Upgrades.* Developer agrees that it will enter into a Construction Contract with the General Contractor for the construction of the Project in accordance with the Scope of Work and the Plans and Specifications. Developer further agrees that the Project will be constructed in accordance with all Applicable Laws and City's zoning ordinances. Developer acknowledges that the construction of the Sewer Line and the Upgrades must comply with applicable standards of the City in effect as of the Effective Date, except as otherwise provided in this Agreement or as otherwise agreed to in writing by the City, so that such public improvements may be dedicated to and used by the City.

4. *Pre-Construction Phase.*

(a) *Permits.* Developer and/or General Contractor shall apply for all Governmental Permits required for the construction and development of the Project, and shall supervise and coordinate all work of the professionals associated with or necessary to such applications.

(b) *Project Schedule.* Developer has prepared and the City has approved the Project Schedule as set forth in Exhibit K. Developer shall use its good faith efforts to cause the Project to proceed in accordance with the Project Schedule.

(c) *Project Budget.* Developer has prepared and the City has approved the Project Budget as set forth in Exhibit J.

(d) *Plans and Specifications.* As soon as commercially reasonable following the Effective Date, Developer will submit to the City the preliminary Plans and

Specifications for the Project. The City agrees to promptly review and approve the Plans and Specifications subject to any comments which have been provided to Developer by the City. Developer shall use its good faith efforts to cause the completed construction set of Plans and Specifications to be delivered to the City for review, comment and a final decision by the City. Upon approval by the City in writing, the final construction set of Plans and Specifications shall describe and define the scope of the work for the Construction Contract as shall supersede any prior Plans and Specifications.

5. *Construction Phase.*

(a) *General Contractor.* Developer shall cause the General Contractor to commence and diligently pursue construction of the Project (i) in a good and workmanlike manner; (ii) consistent with the Project Budget; and (iii) in accordance, in all material respects, with the Plans and Specifications, the Project Schedule, the Construction Contract and the Governmental Permits.

(b) *Coordination.* Developer shall provide recommendations and information to the City regarding temporary construction easements and facilities appropriate to the efficient and economic construction of the Project. Developer shall coordinate with the City, General Contractor, and those performing services for the County and the City with respect to the Project and shall coordinate the work under the Construction Contract and other services being performed for the Project.

(c) *Changes to Plans and Specifications and Construction Contract.* Developer shall (i) recommend to the City any necessary or desirable changes to the Plans and Specifications which Developer determines are reasonably advisable and (ii) review and notify the City with respect to any change orders requested by the General Contractor or any other person. Developer agrees that any material change in the Plans and Specification, any increase in the Project Budget by more than 5% or any extension of the Project Schedule by more than sixty (60) days must be authorized by the City in writing, provided that such authorization shall not be unreasonably withheld or delayed.

(d) *Budgets/Schedules.* Developer shall use its good faith efforts to cause the Project to be completed within the Project Budget. Notwithstanding any other provision of this Agreement, the Project Budget and Project Schedule will be revised to reflect those increases in Project Costs or delays in the Project Schedule which are reasonably and necessarily associated with one or more Force Majeure Events.

(e) *Engineering Review.* The design, construction, and specification of material and equipment to be used in the Project shall be subject to approval and construction observation by the City's designated and qualified agent and/or consulting engineer. Developer shall contract directly with the City's consulting engineer to review the plans for the design of said Project. The cost of the City's consulting engineer of the Project shall be (i) in accordance with such engineer's schedule of charges for such review and construction observation fees for other similar City projects, (ii) included in the Project Budget, and (iii) part of the Project Costs.

(f) *Timing for Final Completion.* Developer shall use its good faith efforts to cause Final Completion to occur on or before the scheduled date for Final Completion set forth in the Project Schedule.

6. *Records and Access to Records.* Developer shall maintain records of the progress of the work on the Project and retain copies of and, upon request from the City, provide to the City copies of the Construction Contract, the Plans and Specifications, change orders, pending change orders, updated schedules, testing results, and other records related to the Project. The City shall have the right to review and copy such materials and other documentation that relate to the Project. Upon Final Completion and dedication of the Sewer Line to the City, Developer shall deliver to the City the originals, if available, or photocopies of all records relating to the Project.

7. *Access to City Property.* The City hereby grants to Developer and the General Contractor, and their representatives, agents, contractors and subcontractors, all reasonable access to and easements on and through the City's property necessary for the planning, development, approval, construction, installation, and testing of the Project as shown on Exhibit L-1 and Exhibit L-2 (the "City Property"). Such easements shall have access points along the City Property as otherwise reasonably necessary for the completion of the Project. Developer and the General Contractor, and their representatives, agents, contractors and subcontractor shall have the opportunity to perform investigations and studies as they deem necessary or appropriate with respect to the City Property including (a) matters of title, (b) environmental matters, including the presence of hazardous materials in, on, under or in the vicinity of the property, (c) geological conditions, including subsidence, subsurface conditions, water table, and geologic faults, (d) whether, and to the extent to which, the property or any portion thereof is affected by surface water or wetlands, (e) drainage, and (f) soil conditions, including the existence of instability, soil additions or conditions of soil fill. Developer agrees to bear all expenses associated with such investigations and studies subject to reimbursement as provided in this Agreement. The City represents and warrants to Developer and Owners that the City currently owns the City Property or has a valid and enforceable public utility easement on the City Property, subject to liens and encumbrances of record. The City further represents and warrants that the installation of the Sewer Line and completion of the Project in accordance with the Plans and Specification will not violate such easement or the property rights or interests of any person or entity within the City. In the event that additional easements or rights-of-way are necessary to complete the Project, Developer and the City shall cooperate in good faith to obtain such easement and rights of way necessary or desirable to complete the construction of the Sewer Line and to connect the Sewer Line to the Lift Station. The costs of all temporary construction easements, licenses, or rights-of-way shall be paid by Developer as part of the Project Costs. The costs of any License, permanent easement or rights-of-way within the City shall be paid by the City, subject to the City's approval, which will not be unreasonably withheld or delayed

8. *Use of the License.* The City represents and warrants to Developer and Owners that the City currently is working to obtain a nonexclusive License to the UDOT/UTA Property, subject to liens and encumbrances of record, pursuant to the License. Contingent upon annexation, the City's procurement of a non-exclusive License to the UDOT/UTA Property and approval of the Construction Contract, City hereby grants to Developer and the General Contractor, and their representatives, agents, contractors and subcontractors, license for all reasonable access to, on and

through the UDOT/UTA Property in accordance with the License for the planning, development, approval, construction, installation, and testing of the Project.

9. *Mutual Cooperation.* Developer and the City agree to mutually cooperate in connection with the planning, development, approval, construction, installation, and testing of the Project in accordance with all Applicable Laws. Without limiting the generality of the foregoing, as part of such cooperation, the City agrees to (a) promptly review, consider and execute all consents, submittals or other documents as may be required in connection with the Plans and Specifications, (b) have a representative available to attend all appropriate meetings with respect to Developer's activities under this Agreement, provided adequate notice is given to the City, and (c) promptly meet and consider such actions as required by Applicable Laws to provide all appropriate consents, approvals and opinions as requested by Developer from time to time. Developer shall provide to the City the Construction Contract, the Plans and Specifications, any modifications thereto and any other contract or document relating to the engineering and construction of the Project and requiring the review of the City no less than ten (10) days prior to the date of requested approval. The City shall have ten (10) days to review each contract or other document and shall provide Developer with written notice of its disapproval of any proposed contract or other document within such period. If the City fails to provide timely written notice of its disapproval of any proposed contract or other document, then such proposed contract or document will be deemed to be approved by the City.

10. *Liens.* Developer shall immediately discharge any lien on the City Property or the UDOT/UTA Property demanding payment of past due amounts in connection with the Project, and shall promptly notify the City if such a lien is filed. Developer shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim if Developer posts a statutory lien bond that removes such lien from title to the City Property or the UDOT/UTA Property within twenty (20) days after Developer's knowledge that the lien exists.

11. *Dedication.* Upon the Final Completion of construction and installation of the Project, Developer shall transfer all of Developer's rights and interest in the Sewer Line to the City. Upon acceptance of ownership and the Final Completion of the Sewer Line, the City agrees to assume all obligations for the ownership, maintenance, operation, repair, upgrade or replacement of the Sewer Line. Except to the extent covered by the General Contractor's warranty as described in Section 12, Developer shall have no financial liability or responsibility for the maintenance, operation, repair, upgrade or replacement of the Sewer Line or the Upgrades following Final Completion.

12. *Warranty.* The Construction Contract shall provide that the General Contractor will warrant the Project, including the Sewer Line and the Upgrades, to be constructed in a good and workmanlike manner, in accordance with the Plans and Specifications, which warranty shall remain in effect for a period of one (1) year from and after the date of Final Completion. Such warranty shall run in favor of the City and Developer. It is understood and agreed that the General Contractor shall be solely responsible for complying with the warranty set out in this section.

13. *Insurance.* From and after the Effective Date until Final Completion, Developer shall insure, and shall cause the General Contractor to insure, the City, UDOT, UTA, and the Project against all liabilities, losses and casualties as is commercially reasonable for projects of

similar size and type. Developer shall cause to be delivered to the City upon request certificates evidencing the existence and amounts of the insurance required hereunder.

14. *Reimbursement of Project Costs.* Following Final Completion and subject to Section 15, the City agrees to reimburse Developer the Project Costs in accordance with the following terms: the City will pay to Developer or its assigns (a) \$6,000.00 for each Connection, payable from the Connection Fees assessed and collected by the City in connection with the development of any Units on the Parcels and (b) one hundred percent (100%) of all Participation Fees (defined below) assessed and collected by the City in connection with the development of any Benefitted Properties, in each case until full reimbursement of all Project Costs.

15. *Reimbursement by Other Properties.* Generally, the Project is anticipated to benefit the development of the Parcels. However, Developer and the City understand that the Project may also benefit other surrounding property owners. The City shall establish a means of collecting payments from developers or other real property owners for the Project Costs of installing the Sewer Line of the size, length or capacity greater than that needed to service the development of the Parcels and which will service other properties ("*Benefitted Properties*"). In the event that Benefitted Properties desire to connect to any portion of the Sewer Line, the City agrees to require each such Benefitted Property to pay a sewer connection fee of not less than \$6,000.00 for each connection to the Sewer Line (the "*Participation Fee*"), which Participation Fees shall be applied to the reimbursement of Project Costs until repaid in full.

16. *Limitation of Liability for Reimbursement.* If the Connection Fees or the Participation Fees are insufficient to repay Developer in full for Project Costs, Developer and the Owners shall have no recourse against the City. In no case shall the City be liable to pay any Project Costs from the general revenue of the City.

17. *Term of Agreement.* The term of this Agreement shall: (a) commence on the Effective Date and (b) expire twelve (12) years after the date of Final Completion; provided that the reimbursement of all unpaid Project Costs pursuant to Sections 14 and 15 shall continue until fully repaid or until the expiration of twenty-five (25) years from the date of Final Completion, whichever occurs first. Notwithstanding the expiration of the term of this Agreement, the Parties shall continue to be bound by the terms hereof to the extent such terms contemplate performance after the expiration of this Agreement, or are otherwise necessary to give full effect to the intent of the Parties as described in this Agreement.

18. *Default.* For purposes of this Agreement, a "*Default*" shall occur if either Party fails to observe or perform any of the material terms or covenants of this Agreement, and where such failure continues for a period of thirty (30) days after written notice thereof has been received by the other Party, provided, however, that if the nature of the defaulting Party is such that more than thirty (30) days are reasonably required for its cure, then such Party shall not be deemed to be in Default if such Party commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of an uncured Default, the nondefaulting Party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and/or injunctive relief. All rights and remedies under this Agreement and/or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

19. *Developer Liability.* Developer is not guaranteeing or warranting the performance of the General Contractor, architect or others employed or retained by Developer in connection with the Project. Notwithstanding the foregoing, Developer shall indemnify, protect, defend and hold harmless the City, and its officers, officials, employees and representatives, from and against any and all claims, damages, costs, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities asserted by any third parties and arising out of, involving, or related to any act, omission or neglect of Developer, and out of any Default or breach by Developer in the performance of any obligation on Developer's part to be performed under this Agreement. This indemnity shall not extend to any claims, damages, costs, liens, judgments, penalties, attorneys' fees, expenses and/or liabilities (a) accruing after Final Completion, (b) relating to any act, omission or neglect of the General Contractor or any subcontractors, architects, engineers or other professional, or (c) the extent covered by insurance maintained by the City, Developer, the General Contractor or other person. In no event shall any member, manager, director, officer, employee, representative, attorney, or agent of Developer, Owners or their respective affiliates have any personal liability for the performance of any such party's obligations under this Agreement.

20. *Force Majeure.* If due to the occurrence of a Force Majeure Event (as defined below) a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. "*Force Majeure Event*" means a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including (a) acts of God, earthquakes, fire, floods, tornados, hurricanes, pandemics and extreme weather conditions; (b) acts of terrorism; (c) financial and/or banking crises that limit normal extensions of credit; (d) civil disturbances; (e) discovery of hazardous materials; (f) disruptions or delays of the supply chain of labor or materials to the Project; (g) a court or administrative or other governmental order directing that the construction of the Project be stopped (except where due to a failure to obtain any necessary Governmental Permits or comply with any terms or conditions of such Governmental Permits); (h) strikes or labor disputes (including jurisdictional union labor disputes); and (i) delays in obtaining Governmental Permits.

21. *Notices.* All notices and other communications under this Agreement shall be in writing and shall be deemed duly given when personally delivered, one day after sent by a reputable national overnight courier service to the address set forth below, or three (3) days after mailing if sent by registered or certified mail, return receipt requested, first class, postage prepaid to the address shown below, or when sent by e-mail at the e-mail address shown below provided that such e-mail is sent during the normal business hours of the party to whom it was sent, and electronic confirmation of the successful transmission of such e-mail is obtained:

To the City:

Email: _____

To Developer and Owners:

Email: _____

with a copy to:

Bennett Tueller Johnson & Deere, P.C.
3165 E. Millrock Dr., Suite 500
Salt Lake City, Utah 84121
Attn: Stephen M. Tumblin

A notice delivered personally shall be effective upon such delivery or refusal of delivery. A notice delivered by express delivery service will be effective as of the date of actual delivery. A notice delivered by certified mail shall be effective as of the date of delivery indicated by the return receipt.

22. *Further Assurances.* Each of the Parties agrees to execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement. By executing this Agreement, the Parties expressly agree to continue to cooperate in good faith to effectuate its purpose.

23. *Entire Agreement.* This Agreement, together with its exhibits and schedules, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and incorporates all prior agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any Party to any other Party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein.

24. *Amendment; Extension; Waiver.* No amendment, modification, waiver, replacement, termination or cancellation of any provision of this Agreement will be valid, unless the same is in writing and signed by the Parties hereto. Each waiver of a right hereunder does not extend beyond the specific event or circumstance giving rise to the right. Neither the failure nor any delay on the part of any Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor does any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

25. *Assignment.* Following Final Completion, Developer may assign its rights under this Agreement to a third-party purchaser of all or any portion of a Parcel by making a specific assignment of this Agreement to such purchaser in connection with such sale and providing written notice to the City and upon written approval of such assignment from the City. Subject to the

foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

26. *Third-Party Beneficiary.* This Agreement is intended only for the benefit of, and shall be enforceable by, the Parties hereto, their respective permitted successors and assigns, and not by any third parties; provided that the Owners shall be intended third-party beneficiaries of this Agreement.

27. *Governing Law.* All matters relating to the interpretation, construction, validity and enforcement of this agreement shall be governed by the internal laws of the State of Utah, without giving effect to any choice of law provisions thereof. Venue shall be in the First District Court for Box Elder County, Utah.

28. *Attorneys' Fees.* In the event that any Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any Default hereunder, then the unsuccessful Party in such action or proceeding agrees to reimburse the successful Party for the reasonable expenses of such action, including reasonable attorneys' fees, incurred therein by the successful Party.

29. *Severability.* If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent by a court of competent jurisdiction, then (a) such unenforceable provision shall be modified to the minimum extent necessary to render such provision enforceable by such court, and (b) the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law, provided that the fundamental purpose of this Agreement and Developer's ability to complete the Project is not defeated by such severance.

30. *Interpretation.* The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable Section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "include," "including" or words of similar import shall be deemed to be meaning "including without limitation." All time periods in this Agreement shall be deemed to refer to calendar days. If the last date on which to perform any act to be performed under this Agreement falls on a Saturday, Sunday or local, state or national holiday, the time for the performance of such act under this Agreement shall be extended through the next calendar day which is not a Saturday, Sunday or local, state or national holiday

31. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. Any facsimile or “PDF” signature on any counterpart of this Agreement shall be deemed to be an original signature for all purposes and shall fully bind the party whose signature appears on the counterpart.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date first above written.

DEVELOPER:

[_____] , a Utah limited liability
company

_____, Manager

CITY:

WILLARD CITY CORPORATION, a political
subdivision of the State of Utah

By: _____
Its: _____

Granite Ridge Upper Pressure Zone Water Line Project

Contractor: Allied Underground Technology
 PO BOX 297
 Wellsville, UT 84339



Original Contract: \$328,536.50

***Revised Contract:** \$365,605.21

Notice to Proceed: 3/22/2021

Substantial Completion: 4/30/2021

***Revised Substantial Completion:** 6/4/2021

Final Completion: 5/30/2021

***Revised Final Completion:** 7/4/2021

PAY REQUEST SUMMARY

Estimate #: 4

Invoice Date: 6/1/2021

Total Work Completed & Materials Stored to Date: \$361,155.83

Less 5% Retainage: \$18,057.79

Less Previous Payments: \$309,705.33

Amount Due This Request: \$33,392.71

Work Completed to Date: 89.03%

Time Used to Date: 96%

DocuSigned by:

Brett LaMont

Contractor: Allied Underground Technology

DocuSigned by:

Eric Burke

City Engineer: Jones & Associates

Director of Public Works

City Administrator

Director of Finance

Account Number

*APPROVED CHANGES TO DATE			(additional days)	PREVIOUS PAYMENTS	
CO #1:	\$	37,068.71	35	Pay Request #1	\$ 82,633.75
CO #2:	\$	-		Pay Request #2	\$ 98,283.60
CO #3:	\$	-		Pay Request #3	\$ 128,787.98
CO #4:	\$	-		Pay Request #4	\$ -
CO #5:	\$	-		Pay Request #5	\$ -
Recon CO:	\$	-		Pay Request #6	\$ -
Total Changes:	\$	37,068.71	35 days	Total Payments:	\$ 309,705.33

By signing, the Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Pay Requests; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Pay Request, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and (3) All Work covered by this Pay Request is in accordance with the Contract Documents and is not defective.



Consulting Engineers

Granite Ridge Upper Pressure Zone Water Line Project*Allied Underground Technology*

Estimate #: 4

Invoice Date: 6/1/2021

Date Prepared: 6/3/2021



ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
1	Mobilization	1	LS	\$ 15,850.00	LS	1 LS		\$ 15,850.00
2	Traffic Control	1	LS	\$ 767.00	LS	1 LS		\$ 767.00
3	SWPPP	1	LS	\$ 1,398.00	LS	1 LS		\$ 1,398.00
4	Remove existing asphalt	6,500	sf	\$ 0.35	sf	6,480 sf		\$ 2,268.00
5	New 12" PVC Waterline - Includes Bedding, backfill, and surface restoration.	4,400	lf	\$ 43.37	lf	4,240 lf		\$ 183,888.80
6	12" Gate Valve	3	ea	\$ 2,975.00	ea	2 ea		\$ 5,950.00
7	12" Water Line Loop w/ thrust block	6	ea	\$ 4,789.00	ea	ea		
8	12" 90° Bend w/ thrust block	2	ea	\$ 1,252.00	ea	1 ea		\$ 1,252.00
9	12" 45° Bend w/ thrust block	7	ea	\$ 1,175.00	ea	19 ea		\$ 22,325.00
10	12" 22.5° Bend w/ thrust block	6	ea	\$ 1,129.00	ea	1 ea		\$ 1,129.00
11	12" 11.25° Bend w/ thrust block	3	ea	\$ 909.00	ea	3 ea		\$ 2,727.00
12	Cap and mark end of waterline	1	ea	\$ 297.00	ea	1 ea		\$ 297.00
13	Road Base	525	ton	\$ 13.70	ton	288.63 ton		\$ 3,954.23
14	Granular Borrow	500	ton	\$ 11.36	296.71 ton	1,992.87 ton	\$ 3,370.63	\$ 22,639.00
15	Connect to existing high pressure water line	1	LS	\$ 13,599.00	LS	0.95 LS		\$ 12,964.00
16	Potholing for existing utilities	24	hr	\$ 205.00	hr	98.75 hr		\$ 20,243.75
17	Combo Air Vac assembly and manhole on 12" line	3	ea	\$ 6,833.00	ea	3 ea		\$ 20,499.00
18	New Fire Hydrant	1	ea	\$ 7,342.00	ea	1 ea		\$ 7,342.00
SUBTOTAL GENERAL WORK COMPLETED							\$ 3,370.63	\$ 325,493.78

ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
~CHANGE ORDERS~								
CO #1: Gilmore Property								
101	Bonding and Additional Travel	1	LS	\$ 725.00	1 LS	1 LS	\$ 725.00	\$ 725.00
102	Connection of the 8" Line to the 12" Line	1	ea	\$ 5,114.00	1 ea	1 ea	\$ 5,114.00	\$ 5,114.00
103	8" DR 18 PVC Pipe	320	lf	\$ 42.63	224 lf	224 lf	\$ 9,549.12	\$ 9,549.12
104	8" 45 Bend	2	ea	\$ 954.00	1 ea	1 ea	\$ 954.00	\$ 954.00
105	8" MJ Cap	1	ea	\$ 640.00	1 ea	1 ea	\$ 640.00	\$ 640.00
106	New Hydrant Assembly	1	ea	\$ 7,342.00	1 ea	1 ea	\$ 7,342.00	\$ 7,342.00
107	New 1" CTS Service (Connect to Existing Meter Setter)	1	ea	\$ 1,842.00	1 ea	1 ea	\$ 1,842.00	\$ 1,842.00
108	New 1" CTS Service (New Setter, Meter Box, & Lid)	1	ea	\$ 2,351.00	1 ea	1 ea	\$ 2,351.00	\$ 2,351.00
109	2" Minus A-1 Imported Granular Material	150	ton	\$ 11.36	150 ton	150 ton	\$ 1,704.00	\$ 1,704.00
110	Imported Road Base	80	ton	\$ 13.70	62 ton	62 ton	\$ 853.37	\$ 853.37
111	Hydrant Extension	1	ea	\$ 705.11	1 ea	1 ea	\$ 705.11	\$ 705.11
				SUBTOTAL CO #1 WORK COMPLETED			\$ 31,779.60	\$ 31,779.60

ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
TOTAL VALUE OF WORK COMPLETED								\$ 357,273.38



Materials Stored To Date

Granite Ridge Upper Pressure Zone Water Line Project

Allied Underground Technology

Date: 6/1/2021

SUPPLIER	INVOICE DATE	INVOICE NO.	Item #	DESCRIPTION	QUANTITY	UNIT	USED TO DATE	QUANTITY REMAINING	UNIT PRICE	VALUE REMAINING
Core & Main	2/26/2021	N768529	5	12" C900 Pipe	1,960	If	1,960	-	\$ 19.41	\$ -
Core & Main	3/3/2021	N815566	5	12" C900 Pipe	2,480	If	2,320.00	200	\$ 19.41	\$ 3,882.45
TOTAL MATERIALS STORED AT END OF PERIOD										\$ 3,882.45

Granite Ridge Upper Pressure Zone Water Line Project

Contractor: Allied Underground Technology
 PO BOX 297
 Wellsville, UT 84339

**Original Contract:** \$328,536.50***Revised Contract:** \$357,273.38**Notice to Proceed:** 3/22/2021**Substantial Completion:** 4/30/2021***Revised Substantial Completion:** 6/4/2021**Final Completion:** 5/30/2021***Revised Final Completion:** 7/4/2021**PAY REQUEST SUMMARY****Estimate #: 5 FINAL****Invoice Date: 6/15/2021**

Total Work Completed & Materials Stored to Date: \$357,273.38

Less 5% Retainage: \$0.00

Less Previous Payments: \$343,098.04

Amount Due This Request: \$14,175.34

Work Completed to Date: 100%

Time Used to Date: 100%

DocuSigned by:
Brett LaMont
 34884879C-2A118

Contractor: Allied Underground Technology

DocuSigned by:
Zac Burk
 348743407742424

City Engineer: Jones & Associates

Director of Public Works

City Administrator

Director of Finance

Account Number

*APPROVED CHANGES TO DATE			(additional days)	PREVIOUS PAYMENTS	
CO #1:	\$	37,068.71	35	Pay Request #1	\$ 82,633.75
CO #2:	\$	-		Pay Request #2	\$ 98,283.60
CO #3:	\$	-		Pay Request #3	\$ 128,787.98
CO #4:	\$	-		Pay Request #4	\$ 33,392.71
CO #5:	\$	-		Pay Request #5	\$ -
Qty Changes:	\$	(8,331.83)		Pay Request #6	\$ -
Total Changes:	\$	28,736.88	35 days	Total Payments:	\$ 343,098.04

By signing, the Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Pay Requests; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Pay Request, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and (3) All Work covered by this Pay Request is in accordance with the Contract Documents and is not defective.

Granite Ridge Upper Pressure Zone Water Line Project*Allied Underground Technology*

Estimate #: 5

Invoice Date: 6/15/2021

Date Prepared: 6/15/2021



ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
1	Mobilization	1	LS	\$ 15,850.00	LS	1 LS		\$ 15,850.00
2	Traffic Control	1	LS	\$ 767.00	LS	1 LS		\$ 767.00
3	SWPPP	1	LS	\$ 1,398.00	LS	1 LS		\$ 1,398.00
4	Remove existing asphalt	6,500	sf	\$ 0.35	sf	6,480 sf		\$ 2,268.00
5	New 12" PVC Waterline - Includes Bedding, backfill, and surface restoration.	4,400	lf	\$ 43.37	160 lf	4,240 lf	\$ 6,939.20	\$ 183,888.80
6	12" Gate Valve	3	ea	\$ 2,975.00	ea	2 ea		\$ 5,950.00
7	12" Water Line Loop w/ thrust block	6	ea	\$ 4,789.00	ea	ea		
8	12" 90° Bend w/ thrust block	2	ea	\$ 1,252.00	ea	1 ea		\$ 1,252.00
9	12" 45° Bend w/ thrust block	7	ea	\$ 1,175.00	ea	19 ea		\$ 22,325.00
10	12" 22.5° Bend w/ thrust block	6	ea	\$ 1,129.00	ea	1 ea		\$ 1,129.00
11	12" 11.25° Bend w/ thrust block	3	ea	\$ 909.00	ea	3 ea		\$ 2,727.00
12	Cap and mark end of waterline	1	ea	\$ 297.00	ea	1 ea		\$ 297.00
13	Road Base	525	ton	\$ 13.70	ton	288.63 ton		\$ 3,954.23
14	Granular Borrow	500	ton	\$ 11.36	ton	1,992.87 ton		\$ 22,639.00
15	Connect to existing high pressure water line	1	LS	\$ 13,599.00	LS	1 LS		\$ 12,964.00
16	Potholing for existing utilities	24	hr	\$ 205.00	hr	98.75 hr		\$ 20,243.75
17	Combo Air Vac assembly and manhole on 12" line	3	ea	\$ 6,833.00	ea	3 ea		\$ 20,499.00
18	New Fire Hydrant	1	ea	\$ 7,342.00	ea	1 ea		\$ 7,342.00
SUBTOTAL GENERAL WORK COMPLETED \$ 6,939.20								\$ 325,493.78

ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
CO #1: Gilmore Property								
~CHANGE ORDERS~								
101	Bonding and Additional Travel	1	LS	\$ 725.00	LS	1 LS		\$ 725.00
102	Connection of the 8" Line to the 12" Line	1	ea	\$ 5,114.00	ea	1 ea		\$ 5,114.00
103	8" DR 18 PVC Pipe	320	lf	\$ 42.63	lf	224 lf		\$ 9,549.12
104	8" 45 Bend	2	ea	\$ 954.00	ea	1 ea		\$ 954.00
105	8" MJ Cap	1	ea	\$ 640.00	ea	1 ea		\$ 640.00
106	New Hydrant Assembly	1	ea	\$ 7,342.00	ea	1 ea		\$ 7,342.00
107	New 1" CTS Service (Connect to Existing Meter Setter)	1	ea	\$ 1,842.00	ea	1 ea		\$ 1,842.00
108	New 1" CTS Service (New Setter, Meter Box, & Lid)	1	ea	\$ 2,351.00	ea	1 ea		\$ 2,351.00
109	2" Minus A-1 Imported Granular Material	150	ton	\$ 11.36	ton	150 ton		\$ 1,704.00
110	Imported Road Base	80	ton	\$ 13.70	ton	62 ton		\$ 853.37
111	Hydrant Extension	1	ea	\$ 705.11	ea	1 ea		\$ 705.11
				SUBTOTAL CO #1 WORK COMPLETED			\$	\$ 31,779.60
				TOTAL VALUE OF WORK COMPLETED			\$	\$ 6,939.20
							\$	\$ 357,273.38



Materials Stored To Date

Granite Ridge Upper Pressure Zone Water Line Project

Allied Underground Technology

Date: 6/10/2021

SUPPLIER	INVOICE DATE	INVOICE NO.	Item #	DESCRIPTION	QUANTITY	UNIT	USED TO DATE	QUANTITY REMAINING	UNIT PRICE	VALUE REMAINING
Core & Main	2/26/2021	N768529	5	12" C900 Pipe	1,960	lf	1,960	-	\$ 19.41	\$ -
Core & Main	3/3/2021	N815566	5	12" C900 Pipe	2,480	lf	2,320.00	-	\$ 19.41	\$ -
TOTAL MATERIALS STORED AT END OF PERIOD										\$ -

1200 West Boundary Extension Project

3600 South to South Perry Boundary (PIN: 14841)



Contractor: Staker & Parson
33 South 900 East
Brigham City, UT 84302

Original Contract: \$876,254.10
*Revised Contract: \$1,746,015.25

Notice to Proceed: 7/20/2020
Substantial Completion: 10/15/2020
*Revised Substantial Completion: 5/31/2021
Final Completion: 11/15/2020
*Revised Final Completion: 7/1/2021

PAY REQUEST SUMMARY

Estimate #: 5
Invoice Date: 5/28/2021

Total Work Completed & Materials Stored to Date: \$1,131,137.90
Less 5% Retainage: \$56,556.90
Less Previous Payments: \$638,762.27

Amount Due This Request: \$435,818.74

Work Completed to Date: 65%
Time Used to Date: 99%

DocuSigned by:
Blake Bowcutt
BA28D1CD89D4401
Contractor: Staker & Parson

DocuSigned by:
Eac Burk
345F635D771D425
Project Engineer: Jones & Associates

Director of Public Works

City Administrator

Director of Finance

Account Number

*APPROVED CHANGES TO DATE	(additional days)	PREVIOUS PAYMENTS
CO #1: \$ 22,104.00	201	Pay Request #1 \$ 80,255.95
CO #2: \$ 847,657.15	27	Pay Request #2 \$ 163,421.38
CO #3: \$ -		Pay Request #3 \$ 334,567.33
CO #4: \$ -		Pay Request #4 \$ 60,517.61
CO #5: \$ -		Pay Request #5 \$ -
Recon CO: \$ -		Pay Request #6 \$ -
Total Changes: \$ 869,761.15	228 days	Total Payments: \$ 638,762.27

By signing, the Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Pay Requests; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Pay Request, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and (3) All Work covered by this Pay Request is in accordance with the Contract Documents and is not defective.



Consulting Engineers

1200 West Boundary Extension Project

3600 S. to S. Perry Boundary Extension (Pin: 14841)

Staker & Parson

Estimate #: 5

Invoice Date: 5/28/2021

Date Prepared: 6/3/2021



ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
GENERAL								
G1	Mobilization	1	LS	\$ 24,565.00	LS	1 LS		\$ 24,565.00
G2	Traffic Control	1	LS	\$ 2,200.00	LS	1 LS		\$ 2,200.00
G3	SWPPP	1	LS	\$ 5,800.00	LS	1 LS		\$ 5,800.00
DEMOLITION								
D1	Clear and grub (approx. 13,000 sy)	1	LS	\$ 2,100.00	LS	1 LS		\$ 2,100.00
D2	Remove existing tree	3	ea	\$ 800.00	ea	3 ea		\$ 2,400.00
D3	Remove and dispose of existing fence	387	lf	\$ 1.05	lf	387 lf		\$ 406.35
D4	Saw cut asphalt	45	lf	\$ 1.27	lf	82 lf		\$ 104.14
D5	Remove and dispose of existing asphalt	13,080	sf	\$ 0.15	sf	13,080 sf		\$ 1,962.00
D6	Loop 8" PVC waterline (if necessary)	2	ea	\$ 3,275.00	ea	3 ea		\$ 9,825.00
D7	Relocated fire hydrant	1	ea	\$ 1,650.00	ea	1 ea		\$ 1,650.00
D8	Relocate water meter	1	ea	\$ 530.00	ea	1 ea		\$ 530.00
STORM DRAIN								
SD1	Plug and abandon existing pipe	4	ea	\$ 450.00	ea	4 ea		\$ 1,800.00
SD2	New 15" RCP (CL-III)	245	lf	\$ 55.00	lf	245 lf		\$ 13,475.00
SD3	New 24" RCP (CL-III)	3,390	lf	\$ 65.55	lf	3,390 lf		\$ 222,214.50
SD4	Construct single catch basin	7	ea	\$ 2,500.00	ea	7 ea		\$ 17,500.00
SD5	Construct 4'x4' catch basin	14	ea	\$ 3,150.00	ea	14 ea		\$ 44,100.00
SD6	Construct 3' precast cleanout box	1	ea	\$ 2,725.00	ea	1 ea		\$ 2,725.00
SD7	Install clay plug	5	ea	\$ 400.00	ea	5 ea		\$ 2,000.00
SD8	New 6' Hydrodynamic separator	1	ea	\$ 36,000.00	ea	1 ea		\$ 36,000.00
SD9	24" Flared end section	2	ea	\$ 580.00	ea	1 ea		\$ 580.00
SD10	New 12"-18" Rip Rap	60	sy	\$ 10.85	sy	sy		
SD11	Plug and block end of 24" pipe	1	ea	\$ 450.00	ea	1 ea		\$ 450.00

ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
CONCRETE								
C1	New curb and gutter	4,362	lf	\$ 14.40	1,098 lf	4,358 lf	\$ 15,811.20	\$ 62,755.20
C2	New 4" thick concrete	4,140	sf	\$ 4.00	4,140 sf	4,140 sf	\$ 16,560.00	\$ 16,560.00
C3	New 6" thick concrete	3,210	sf	\$ 5.00	672 sf	672 sf	\$ 3,360.00	\$ 3,360.00
C4	New ADA ramp	2	ea	\$ 850.00	2 ea	2 ea	\$ 1,700.00	\$ 1,700.00
ROADWAY								
R1	Pre-lower manhole	6	ea	\$ 265.00	ea	6 ea	\$ 1,590.00	\$ 1,590.00
R2	Pre-lower valve	11	ea	\$ 185.00	ea	11 ea	\$ 2,035.00	\$ 2,035.00
R3	Roadway excavation, haul, and disposal of excess material and grading to subgrade (net haul approx. 2,800 cy)	1	LS	\$ 21,000.00	LS	1 LS	\$ 21,000.00	\$ 21,000.00
R4	New geotextile weed barrier under trail and sidewalk	2,435	sy	\$ 1.90	1,535 sy	1,535 sy	\$ 2,916.50	\$ 2,916.50
R5	12" Granular Borrow	5,800	ton	\$ 10.90	2,837 ton	5,800.0 ton	\$ 30,919.05	\$ 63,220.00
R6	Untreated base course	5,225	ton	\$ 19.24	1,082.8 ton	3,611.3 ton	\$ 20,832.11	\$ 69,481.99
R7	New 4" asphalt (roadway)	2,135	ton	\$ 57.50	ton	1,534 ton	\$ 88,198.68	\$ 88,198.68
R8	New 3" asphalt (Trail)	360	ton	\$ 68.00	ton	ton		
R9	Raise manhole to grade with collar	6	ea	\$ 530.00	6 ea	6 ea	\$ 3,180.00	\$ 3,180.00
R10	Raise valves to grade with collar	11	ea	\$ 340.00	11 ea	11 ea	\$ 3,740.00	\$ 3,740.00
LANDSCAPE								
L1	Parkstrip landscape (4" topsoil & seed mix)	4,590	sf	\$ 1.32	sf	sf		
L2	Parkstrip landscape (gravel w/ weed barrier)	3,825	sf	\$ 2.38	sf	sf		
L3	Disturbed area repair (4" topsoil & seed mix)	1,400	sf	\$ 1.75	sf	857 sf	\$ 1,500.00	\$ 1,500.00
MISCELLANEOUS								
M1	Loop irrigation line (if necessary)	1	ea	\$ 2,600.00	ea	1 ea	\$ 2,600.00	\$ 2,600.00
M2	Loop gas (if necessary)	1	ea	\$ 3,500.00	ea	4 ea	\$ 14,000.00	\$ 14,000.00
M3	Furnish and install new right-of-way fencing	3,000	lf	\$ 5.28	lf	1,128 lf	\$ 5,955.84	\$ 5,955.84
M4	Grade roadside swale	2	ea	\$ 110.00	ea	2 ea	\$ 220.00	\$ 220.00
M5	Relocate existing mailbox	3	ea	\$ 475.00	ea	ea		
M6	Relocate and repair existing mailbox (ADL Storage)	1	ea	\$ 475.00	1 ea	1 ea	\$ 475.00	\$ 475.00
SUBTOTAL GENERAL CONSTRUCTION COMPLETED							\$ 99,493.86	\$ 756,875.20

ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
~CHANGE ORDERS~								
CO #1: Additional Excavation								
101	Additional excavation on South-end for redesign	592	cy	\$ 12.00	592 cy	592 cy	\$ 7,104.00	\$ 7,104.00
102	Additional excavation for project (general)	3,000	cy	\$ 5.00	cy	3,000 cy	\$ 15,000.00	\$ 15,000.00
					SUBTOTAL CO #1 WORK COMPLETED \$ 7,104.00			
CO #2: 200 West roadway from the Southern boundary of Perry to SR-315 (750 North) in Willard								
201	Mobilization	1	LS	\$ 10,000.00	1 LS	1 LS	\$ 10,000.00	\$ 10,000.00
202	Traffic Control	1	LS	\$ 3,500.00	1 LS	1 LS	\$ 3,500.00	\$ 3,500.00
203	SWPPP	1	LS	\$ 5,500.00	1 LS	1 LS	\$ 5,500.00	\$ 5,500.00
204	Clear and Grub	4,000	sy	\$ 0.70	4,000 sy	4,000 sy	\$ 2,800.00	\$ 2,800.00
205	Remove Existing Tree	13	ea	\$ 700.00	9 ea	9 ea	\$ 6,300.00	\$ 6,300.00
206	Remove and Dispose of Existing Fence	120	lf	\$ 5.20	120 lf	120 lf	\$ 624.00	\$ 624.00
207	Saw Cut Asphalt	1,150	lf	\$ 0.65	1,150 lf	1,150 lf	\$ 747.50	\$ 747.50
208	Remove and Dispose of Existing Asphalt	17,338	sf	\$ 0.30	17,338 sf	17,338 sf	\$ 5,201.40	\$ 5,201.40
209	Remove Existing Concrete Pipe	82	lf	\$ 13.00	96 lf	96 lf	\$ 1,248.00	\$ 1,248.00
210	New 18" RCP Culvert	30	lf	\$ 82.50	lf	lf		
211	Build Culvert with Existing 18" RCP	30	lf	\$ 60.50	lf	lf		
212	6" Concrete Flatwork (2' x 4' Pads) for Sprinkler Line Crossing, Pavilion & Drink Fountain	400	sf	\$ 14.60	sf	sf		
213	Concrete Bollard	2	ea	\$ 600.00	ea	ea		
214	Prelower Manhole	9	ea	\$ 295.00	9 ea	9 ea	\$ 2,655.00	\$ 2,655.00
215	Roadway Excavation (Includes Borrow Pits Between Roadway and Trail) Cut- 5,593 cy Fill (with Native), 850 cy, Approx. Net Cut 4,873 cy	1	LS	\$ 69,000.00	1 LS	1 LS	\$ 69,000.00	\$ 69,000.00
216	8" Granular Borrow (30' wide X 5,480 lf)	8,005	ton	\$ 15.50	8,416 ton	8,416 ton	\$ 130,448.00	\$ 130,448.00
217	6" Untreated Base Course (30' wide X 5,480 lf)	6,937	ton	\$ 23.50	4,856.8 ton	4,856.8 ton	\$ 114,134.80	\$ 114,134.80
218	New 4" Asphalt (roadway) (26' wide X 5,480 lf)	4,275	ton	\$ 65.15	ton	ton		
219	New 3" Asphalt (trail) (5' wide X 748 lf)	102	ton	\$ 82.50	ton	ton		
220	Raise Manhole to Grade with Collar	9	ea	\$ 470.00	ea	ea		
221	Landscape Road Shoulders (4" Topsoil & Seed Mix) - Borrow	55,000	sf	\$ 1.40	sf	sf		
222	Furnish and Install New Right of Way	5,000	lf	\$ 6.00	lf	lf		

ITEM NO.	LINE ITEM DESCRIPTION	Qty	Unit	UNIT PRICE	CURRENT UNITS OR % COMPLETE	TO DATE UNITS OR % COMPLETE	CURRENT BILLING	TOTAL BILLED TO DATE
223	Relocate Tral Signs	3	ea	\$ 750.00	ea	ea		
224	Relocate Trail Pavilion on South End of Trail	1	LS	\$ 5,100.00	LS	LS		
225	New Speed Limit Sign	6	ea	\$ 470.00	ea	ea		
226	Relocate Drinking Fountain	1	LS	\$ 1,700.00	LS	LS		
227	Furnish and Install New Jersey Barriers	180	If	\$ 113.00	If	If		
228	Tapered End Jersey Barrier	4	ea	\$ 2,000.00	ea	ea		
229	4" Yellow Striping	380	If	\$ 1.75	If	If		
				SUBTOTAL CO #2 WORK COMPLETED		\$ 352,158.70	\$	352,158.70
				TOTAL VALUE OF WORK COMPLETED		\$ 458,756.56	\$	1,131,137.90
						THIS ESTIMATE TO DATE		



**Planning and
Development
Services**

3007 East Cruise Way
Salt Lake City, Utah
84109

801/277/4435
Fax 801/277/4760
pds@utahplanning.com

June 21, 2021

Mr. Chris Davis, Willard City City Administrator
80 West 50 South Willard, Utah 84340

Re: Willard City General Plan Update

Dear Chris,

The work required to update the Willard City General Plan is well underway. This work includes a significant amount of data collection and contacts and communications with others affecting the Plan Update. This Statement of Services is provided as the monthly retainer, consistent with the Independent Contractor Agreement and for services performed for April 1 – May 31, 2021.

SERVICES PROVIDED:

April 1, 2021 – May 31, 2021

Monthly retainer for services required and necessary to update the Willard City General Plan.

Sub-Total	\$5,000.00
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EXPENSES INCURRED:

May 1, 2021 – June 30, 2021

Mileage

Included in Services Provided

Printing & Copying

Included in Services Provided

Phone

Included in Services Provided

Sub-Total:	\$0
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TOTAL DUE:	<u>\$5,000.00</u>
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Please make payment to PLANNING AND DEVELOPMENT SERVICES, LLC

Thank you for the opportunity to be of service. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Bruce W. Parker

Bruce W. Parker, AICP
Principal
cc. File

HENNEFER PLUMBING INC
602 W. 3750 N.
PLEASANT VIEW, UT 84414
801-782-6767

INVOICE

DATE	INVOICE
6/18/2021	6319

BILL TO

Josh Braegger
Willard Nature Restrooms

TERMS

DUE DATE

PROJECT

Net 15

7/3/2021

Willard Nature Park

QUANTITY	DESCRIPTION	AMOUNT
1	BASE BID AT ROUGH 26000 PAID 12500 REMAINDER DUE ON FINISH PLUMBING DRAW =	13,500.00
This is your final bill. Send final payment to above address to avoid any liens. Thank you.		Total \$13,500.00

Past Due Balances are subject to a \$25.00 or 2% fee which ever is greater per month.

WILLARD CITY CORPORATION – CITY COUNCIL

The City Council of Willard City met in **Regular Meeting**, on June 10, 2021, at 6:32 p.m. in the Council Chambers of the Willard City Offices, located at 80 West 50 South, Willard, UT 84340.

Present: Kenneth Braegger, Mayor
John Seamons, Council Member
Kaleb Kunzler, Council Member
Josh Braegger, Council Member

Excused: Brad Robb, Council Member
Fred Ward, Council Member

Staff Present: Chris Davis, City Manager
Colt Mund, City Attorney
Theron Fielding, Police Chief
Bryce Wheelwright, City Planner
Erin Winterton, Child Richards CPAs & Advisors, Acting Treasurer
Michelle Snarr, City Recorder

Others in Attendance: Diana Baker, Peggy Barker, Travis Mote, Jordan Hulsey, Gordon Sleeman

Call to Order

Mayor Braegger called the meeting to order at 6:32 p.m.

- a. Invocation
The invocation was offered by Council Member Seamons.
- b. Pledge of Allegiance

Open Comment Period (Individuals have three minutes for open comments. If required, items may be referred to department heads for resolution. Items requiring action by the City Council will be placed on the agenda for a future meeting.

There was no public comment at this time.

Business

Public Hearing to Take Public Comment Regarding the Proposed Willard City 2021-22 Fiscal Year Budget and Proposed Amendments to the 2020-21 Fiscal Year Budget

Motion: Council Member Kunzler moved to open the public hearing. Council Member Seamons seconded the motion. Members voting aye: Council Members Kunzler, Seamons, and Braegger. Members voting nay. None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

The public hearing opened at 6:34 p.m.

Mr. Davis recalled the Council had a few meetings regarding the budget. He pointed out that Erin Winterton, Child Richards CPAs & Advisors, was present to review the budget with the Council as acting Treasurer. He noted the City was in good financial shape, and the City had to put money in Capital Improvements, which would talk care part of tonight's proposed budget.

Public Comment

Travis Mote, 455 South 200 West

Mr. Moted indicated he was concerned about the increase of expenditures. He stated they were going up 30 percent in the general fund expenditure accounts. He referred to the 1.6-million-dollar sewer balloon payments and said he did not believe the town was growing 30 percent. He pointed out that housing starts were down and

WILLARD CITY CORPORATION – CITY COUNCIL

1 other costs were up as well. He expressed it would probably affect the revenue going into the town. His opinion
2 was to pull it back a little bit (expenditures) and pay down some of the sewer debt.
3

4 It was explained the sewer and water fund are independent companies. The city cannot use tax dollars to pay for
5 those accounts. Tax dollars are specifically for the general fund. In addition, the water fund cannot subsidize the
6 sewer fund and vice versa. The City cannot pay down sewer debt because it is an enterprise fund. Mr. Davis
7 explained the general fund takes care of the police, streets, parks, etc. He reiterated that the enterprise funds were
8 required to fund themselves.
9

10 Mr. Mote questioned what would happen if building shut down, and the city does not get the housing numbers
11 they are expecting. Does that mean they would have to raise the sewer rate? He inquired why they do not look at
12 methods to feed the general fund back through property taxes and put it in place to pay that debt. He went on to
13 say they have a 1.6-million-dollar debt and that has been the elephant in the room for a lot of meetings, and they
14 need to figure out how to pay for it. We do not want to destroy the community just to pile a lot of houses in here
15 to pay the debt down.
16

17 Mayor Braegger indicated the sewer budget was designed with a five percent (5%) growth rate from the onset of
18 the sewer when they originally took the debt on, and the City had not reached that number until the last few years.
19 He went on to say, they were way behind on the growth for the city. Mr. Mote pointed out the state was going to
20 expect the city to pay the debt. Council Member Braegger acknowledged the City would have to pay the debt and
21 had already made arrangements with the state once. Mr. Mote inquired what other avenues they could do with
22 the budget to start working down the debt. Mayor Braegger indicated the options were users and impact fees for
23 sewer or increase the rates. He stated he did not know if there were any other options for the sewer debt or water
24 debt.
25

26 Mr. Mote pointed out he thought there was still a significant increase in expenditures. He referenced a police
27 vehicle, and said a neighbor pointed out to him the vehicle had mag wheels and people watch that. Mayor
28 Braegger indicated what people do not understand in regard to the new police truck was the city would run it for
29 two years and turn around and sell it for as much as the city paid for it. He went on to say it was a free vehicle to
30 the city. They buy it under the state contract at a great rate and because of the type of pickup it is, they can turn
31 around and resell it for the value that the City bought it for and get another vehicle; it costs the city nothing to run
32 it. He went on to say if you talk to any public entity, they purchase vehicles in the same manner. It greatly
33 increases the resale. The plan is to run free police vehicles.
34

35 Mr. Gordon Sleeman inquired what options there were to reduce increases in the expenditures. Mayor Braegger
36 discussed the various increases in expenditures and why the expenditures were made i.e., parks and maintenance.
37 He went on to say there were needs the city had for years. He pointed out that Mr. Thompson has done great job
38 at maintaining the City's equipment. The city has a backhoe that is almost 20 years old, and it should have been
39 upgraded years ago. The City's choice was to borrow money and pay it back later or wait to pay for the items
40 when the city can. Mayor Braegger explained the Council was looking at renovating city hall because they do
41 not have office space, looking at a new fire station and moving the police into the old fire station.
42

43 Mr. Sleeman indicated that he understood they were looking to do those items; however, he thought they could do
44 a better job that was not on the backs of the citizens.
45

46 Ms. Winterton explained some of the increases in the expenditures were on restricted funds. For example, the
47 UTA Mass Transit tax; there was an increase in revenue that had a matching expenditure. She went on to say
48 there was an increase in the Building Inspector fee because the fees were up approximately 75 percent. She
49 pointed out if the building revenue goes up, the expenditures go up. In conclusion, the budget, compared from

WILLARD CITY CORPORATION – CITY COUNCIL

1 previous years, was decreased about 12 percent.
2

3 Discussion followed regarding the certified tax rate and mill levy. Mr. Davis explained the certified tax rate would
4 go down over time if the city did not capture growth. He went on to say if they were to look at the levy on Willard
5 City, they would see it going it down. If they do not do anything with it, the city would lose it over time. The
6 city would not be able to maintain the roads.
7

8 Mr. Mote expressed concern the mill levy was a percentage of the property tax. Mr. Davis indicated a mill levy
9 was something the City Council sets on what they are going to apply to an individual property. Under state law,
10 the city received a small portion of the increase, which increase was on growth.
11

12 Mayor Braegger added, for example, if the city received \$250,000 from homes and the city grows, the levy would
13 drop, and the city would not capture that growth. He went on to explain, they lower the levy to maintain the
14 original amount. The city can only increase the amount through truth and taxation.
15

16 Mr. Sleeman inquired what good was it to have additional growth other than impact fees; was there any value?
17 Mr. Davis explained the city was able to capture some of the growth – not all of it. Mayor Braegger added
18 housing does not pay for a city – commercial does. However, with no rooftops, there was no commercial.
19

20 Mr. Moted questioned if the city had the ability to lower their mill levy and raise the sewer fee, which would help
21 pay the debt. Mayor Braegger stated the amount that came to the city was not very much. Ms. Winterton indicated
22 the expected property tax revenue for the 2021-22 fiscal year was approximately \$195,000.
23

24 Ms. Winterton stated they recommended the adoption of the 2021 budget amendments. She indicated the general
25 fund revenue increased approximately \$769,000 and said that was due to their very conservative estimates at the
26 beginning of the fiscal year. She noted the increase was related to funds for CARES Act revenue and sundry
27 revenue. Ms. Winterton went on to address the expenditures in the general fund. She outlined those expenditures
28 as follows: an increase in administration for an approximate amount of \$145,000; increase related to the building
29 permits and an increase of approximate amount of \$25,000 in police department expenditures due to personnel
30 changes. An approximate amount of \$117,000 in streets department. She noted that \$77,000 of the \$117,000 came
31 into the city and went back out associated to the UTA Mass Transit tax. In addition, there was an increase of an
32 approximate amount of \$45,000 for the parks department for landscaping. Finally, they would like to recognize a
33 transfer in the amount of \$425,000 to capital projects and \$35,000 to the water fund.
34

35 Ms. Winterton indicated there were a few amendments they would like to recommend to the capital projects fund
36 revenue in the amount of \$425,000 due to budget transfer from the general fund. In addition, an increase of
37 \$135,000 in expenditures for some projects that have been proposed and recommended, such as, a land purchase,
38 vehicle purchase and some bathroom improvements.
39

40 Ms. Winterton stated they recommend that the water fund revenue be increased by \$238,000 and water fund
41 expenditures be increased by about \$350,000 to pay off the debt service.
42

43 Ms. Winterton addressed the sewer fund increase in revenues of \$181,000 due to impact fees and an increase of
44 approximately \$20,000 for sewer fund expenditures.
45

46 Mr. Moted referred back to the previous discussion and noted he thought the city could not transfer funds from
47 the general fund to water fund. Ms. Winterton explained there was some improvements that were reimbursed to
48 the city by Dominion Energy into the general fund and it came over to the water fund; the funds were not property
49 taxes. Mr. Davis added it was part of the project on 300 East.

WILLARD CITY CORPORATION – CITY COUNCIL

Ms. Winterton also recommend the adoption of the 2021-22 fiscal year budget. She pointed out in the city's budget there was a decrease of 12.5 percent. The decrease was largely due to when the city received the CARES Act money and the money from Dominion Energy. However, they do expect to receive the American Relief funds of about \$100,000 in 2022.

Ms. Winterton explained the city's general fund revenue was an increase of about \$100,000 in sales and use tax, largely due to the UTA Mass Transit tax. Building permit revenue was expected to remain the same. There was a decrease of \$150,000 for the CARES Act funds. Fines and forfeiture were expected to remain same. She noted there would be a substantial decrease in interest rates. She noted there would be an overall decrease in revenues of approximately \$180,000.

Ms. Winterton addressed the general fund expenditure as follows: \$99,500 for court expenditures; \$472,00 for administration expenditures; \$18,500 for general building expenditures; \$392,900 for police department expenditures; \$111,000 for fire department expenditures - \$50,000 of it to replace old equipment; \$353,300 for streets department expenditures; \$47,200 for parks department expenditures; and they expect to have a budget transfer of \$200,000 from the general fund to capital projects.

Ms. Winterton addressed the capital project fund. She noted there would be revenues of \$200,000 due to the transfer from the general fund and \$149,000 in expenditures for items such as, vehicles for the police department, a portion of funds for a trailer, and some solar speed signs.

Ms. Winterton addressed the water fund. She noted the anticipated revenue was \$684,000; there was an increase in water sales; however, there was a decrease because there was no budget transfer in 2022. She went on to explain the water fund expenditures were approximately \$559,000 and that was a decrease of about \$300,000 from the previous year but that was because of debt service – the city was going to pay off the bond.

Ms. Winterton addressed the sewer fund. She noted the anticipated revenue was \$885,000, which was \$10,000 more than the previous year. The sewer expenditures were just over 1 million dollars, which was a \$40,000 increase over the previous year due an increase in insurance costs and some GIS services for sewer and water.

Ms. Winterton finished with her presentation and inquired if anyone had some questions or concerns.

Council Member Seamons stated the depreciation was still a concern in the sewer fund. He questioned if Ms. Winterton had any suggestions on how they could get the sewer fund to pay for itself. It was Ms. Winterton's opinion was there was not a lot to do; however, it had been discussed to increase sewer fees.

Motion: Council Member Braegger moved to close the public hearing. Council Member Kunzler seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council Member Robb and Ward were not present for the vote.

The public hearing closed at 7:04 p.m.

Consideration of Resolution No. 2021-8, a Resolution of the Willard City Council Amending the Willard City Budget for Fiscal Year Ending June 30, 2021 (FY 2020-2021), and establishing an Effective Date

Motion: Council Member Seamons moved to approved Resolution No. 2021-8, a Resolution of the Willard City Council Amending the Willard City Budget for Fiscal Year Ending June 30, 2021 (FY 2020-2021) and establishing an Effective Date. Council Member Kunzler seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed

WILLARD CITY CORPORATION – CITY COUNCIL

1 unanimously. Council Members Robb and Ward were not present for the vote.
2

3 **Consideration of Resolution No. 2021-9, a Resolution of the Willard City Council Adopting the Willard** 4 **City Budget for the Fiscal Year Ending June 30, 2022 (FY 2021-2022), and establishing an Effective Date** 5

6 **Motion:** Council Member Seamons moved to approved Resolution No. 2021-9, a Resolution of the Willard City
7 Council Adopting the Willard City Budget for the Fiscal Year Ending June 30, 2022 (FY 2021-2022)
8 and establishing an Effective Date. Council Member Braegger seconded the motion. Members voting
9 aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed
10 unanimously. Council Members Robb and Ward were not present for the vote.
11

12 **Consideration of Resolution 2021-10, a Resolution Setting the Rate of Tax for Calendar Year 2021 and** 13 **Levying Taxes Upon all Real Property Within the Corporate Boundaries of Willard, Utah** 14

15 Ms. Winterton stated they, the City Treasurer, recommended the certified tax rate the County Auditor
16 recommended at 0.001022.
17

18 **Motion:** Council Member Seamons moved to adopt Resolution No. 2021-10, a Resolution Setting the Rate of Tax
19 for Calendar Year 2021 and Levying Taxes Upon all Real Property Within the Corporate Boundaries of
20 Willard, Utah. Council Member Kunzler seconded the motion. Members voting aye: Council Members
21 Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council
22 Members Robb and Ward were not present for the vote.
23

24 **Consideration of Approval of Christensen, Palmer & Ambrose as the Willard City Auditor** 25

26 Mr. Davis informed the Council Mr. Ryan Child sent out four requests for auditing services, and the city received
27 two bids; one of which was Christensen, Palmer & Ambrose. They were the low bid, and they have 40 years of
28 municipal audit experience. He stated they all agree they should be the next year's auditor.
29

30 **Motion:** Council Member Braegger moved to approve Christensen, Palmer & Ambrose as the Willard City
31 Auditor. Council Member Kunzler seconded the motion. Members voting aye: Council Members
32 Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council
33 Members Robb and Ward were not present for the vote.
34

35 **Consideration of Review and Approval of the 2021 Fraud Risk Assessment for Willard City** 36

37 Ms. Winterton presented the fraud risk assessment. She explained it help them understand where there might be
38 some risk for undetected fraud. She went on to explain they were required to review it with the Council and
39 submit it to the state. She informed the Council the city was at a low-risk level; this year's assessment was
40 increased by approximately 60 points from last year. She noted their goal was to get to the very-low risk level.
41

42 Ms. Winterton indicated the city needed to adopt some policies, such as a reporting and cash receipting policy,
43 which she thought the City had; however, it was not a written policy. In addition, the city had adopted a written
44 statement of ethical behavior that all employees and elected officials are required to sign every year and that
45 needed to be completed every year. She added there was some training the Council Members were required to do
46 within a year of being elected. In addition, there was also voluntary training that could be completed, such as,
47 Introduction Training for Municipal Officers. She said that training was about one and a half hours of videos. She
48 informed the Council the training would substantially increase the City's points. Finally, the City only had a
49 formal audit committee and the City needed to have a formal internal audit function.

WILLARD CITY CORPORATION – CITY COUNCIL

Discussion followed regarding training. Council Member Seamon inquired what was considered the “year” for the Open and Public Acts training, Ms. Winterton indicate it was a fiscal year. Council Seamons inquired how that was verified. Mayor Braegger indicated that an individual goes online and does the training, and they get a certificate of training. Mayor Braegger indicated if the city was marked down on the Open and Public Act training for this year. It was indicated the city was.

Motion: Council Member Kunzler moved to approve the 2021 Fraud Risk Assessment for Willard City. Council Member Seamons seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

Consideration of Review and Approval of Addendum to Consulting Agreement for Water Impact Fee Analysis with Lewis, Young, Robertson & Burningham, Inc.

Mr. Davis said as you may recall, this was an agreement the city entered into in 2019, which was already in place when he came to work for the city. When he came to work for Willard City, the fee was about to be decreased, and the city questioned what would happen if the amount of building increased. With that question, Lewis, Young, Robertson & Burningham, Inc. reevaluated the City’s water impact fees, and impact fees would be going up approximately 50 percent. He pointed out the addendum reflected the amount for work that had already been performed. Staff’s recommendation was to pass the approval of the addendum for Lewis, Young, Robertson & Burningham, Inc. for \$5,000.

Motion: Council Member Kunzler move to approve the addendum in the amount of \$5,000 for the Consulting Agreement for the Water Impact Fee Analysis with Lewis, Young, Robertson & Burningham, Inc. Council Member Seamons seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

Consideration of a Purchase and Sale Agreement by and between The Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole fka Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole and Willard City, a body corporate and Politic of the State of Utah

Mr. Davis inquired if the Council had any comments or concerns regarding the agreement. Council Member Seamons indicated he reviewed the agreement and noted that the agreement said the seller would retain the water and mineral rights. He pointed out there were not any rights anyways, which an indivial confirmed to him. Mr. Davis informed the Council Mr. Mund had reviewed the agreement and was comfortable with the mayor executing the agreement. He noted that the purchase price was less than the appraised value with the understanding the city would purchase the property.

Mr. Sleeman inquired if the city was selling or purchasing the property. Mr. Davis explained the city was purchasing 11-plus acres. It was said it would provide the city with the opportunity to expend parking and expand the park. Mr. Sleeman questioned where the revenue was coming from to purchase the property. Mayor Braegger indicate it was money the city had in capital improvements. In addition, the City owned other real property, and they are looking at selling that property.

Motion: Council Member Braegger moved to approve the purchase and sell agreement by and between The Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole fka Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole and Willard City, a

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body corporate and Politic of the State of Utah. Council Member Seamons seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

Consideration of Review and Approval of Change Order Request No. 1 in the amount of \$37,068.71 for Allied Underground Technology for the Granite Ridge Upper Pressure Zone Water Line Project as it relates to Additional Work on Spring Street (Gilmore)

Council Member Seamons indicated the key to the change order was did the city asked Allied to do more work. Mayor Bragger explained the city was completing Spring Street. Mr. Davis added when 300 East was torn up, the mayor talked to Dominion Energy and Canyon Pipeline Construction, and they settled on an amount of \$175,000 but it was not specified for road purposes. Mayor Braegger further explained with the anticipation of the 12-inch water line and the correction for runoff, instead of Dominion/Canyon refurbishing the road, they paid the city some money until the city could install the waterline and install the street improvements and curb and gutter. That was how the money went from general fund to water fund.

Motion: Council Member Seamons moved to approve Change Order Request No. 1 in the amount of \$37,068.71 for Allied Underground Technology for the Granite Ridge Upper Pressure Zone Water Line Project as it relates to Additional Work on Spring Street (Gilmore). Council Member Braegger seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

Consideration of Approval to Pay and Retire the Willard City Series 2013 Water Revenue Bonds to the Bank of Utah in the amount of \$261,000

Mr. Davis informed the Council the city would be utilizing the funds to pay off the water revenue bonds out of retained earnings. He went on to say, the city was not paying a lot of interest; however, the city was paying 10 times the amount of interest. As of now, the Public Treasurers Investment Fund, which was where the city's money had to be, was a tenth of a percent in interest. The city was saving money to pay off the water revenue bonds.

Motion: Council Member Kunzler moved to approve to pay and retire the Willard City Series 2013 Water Revenue Bonds to the Bank of Utah in the amount of \$261,000. Council Member Seamons seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

Planning Commission

Set a Public Hearing to Consider Repealing Willard City Zoning Ordinance Chapter 12-101 Board of Adjustment and adopt Chapter 12-101 Appeal Authority as Hearing Officer (July 8, 2021)

Mayor Braegger indicated the Council already had some discussion regarding this item. He clarified this amendment would bring the city into legal compliance. Mr. Mund indicated it did.

Motion: Council Member Seamons move to set a public hearing for July 8, 2021, to Consider Repealing Willard City Zoning Ordinance Chapter 12-101 Board of Adjustment and adopt Chapter 12-101 Appeal Authority as Hearing Officer. Council Member Braegger seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

Set a Public Hearing to Consider Amending Willard City Zoning Ordinance Chapter 12-400-14, Definition for Subdivision Land Use Authority (SLUA) (July 8, 2021)

Mayor Braegger indicated this amendment was previous discussed as well, and he clarified they were just adjusting the voters on the Subdivision Land Use Authority (SLUA) Board. It was indicated that was correct.

Motion: Council Member Kunzler move to set a public hearing for July 8, 2021, to Consider Amending Willard City Zoning Ordinance Chapter 12-400-14, Definition for Subdivision Land Use Authority (SLUA). Council Member Seamons seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

Consideration of Waiver or Deferral of Curb, Gutter and Sidewalk for the Proposed Hurst Subdivision located on 250 West

Mr. Wheelwright informed the Council the city had a subdivision application come in from a party that lived on 200 West and 100 South. The parcel they submitted had two lots, which front the Old Willard Town zone, and those two parcels are fine. There are an addition two parcels that face 250 West, which are not in the Old Town Willard zone. However, in the engineer's review, their recommendation was they should not be required to do the curb, gutter, and sidewalk because of the configuration of the street.

Mayor Bragger inquired about the property owner giving up frontage to make the street wider. He went on to say, this was a prime example why piece-mill building should not be allowed. He expressed it was extremely frustrating the city was not getting its streets. He indicated he was personally against it; the property owner should give up the width. Council Member Kunzler agreed; they needed to get up the width – a proper width. When the city wanted to put the road in properly, at least that was one piece of the road would be deeded to the city.

Mr. Davis informed the Council he thought it was dedicated; they just are not being required to put in curb and gutter. Mayor Braegger reiterated; they would not be giving their width. He pointed out if a development were completed, the city would get nice, developed streets. He questioned at what point are we going to draw the line, and say, we want a street. Mayor Braegger indicated they could defer the curb; however, they needed to get the road width. The city was going to be forced to do something to fix the road.

Council Member Braegger said just because the engineer said it didn't require curb and gutter, it didn't mean there couldn't be swells.

Mr. Davis inquired if he could suggest the Council table the agenda item to obtain more information to see what the width of the road would be.

Motion: Kunzler moved to table the agenda item for further discussion in order to obtain more information. There was a lack of a second on the motion.

Council Member Seamons stated he wanted the entire road evaluated. Discussion followed regarding the history of the city and its roads.

Call the Question: Kunzler moved to table the agenda item for further discussion in order to obtain more information. Seamons seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay. None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

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Approval of Minutes

May 27, 2021, Regular City Council Meeting

Motion: Council Member Kunzler moved to approve the Regular City Council minutes of May 27, 2021, as presented. Council Member Seamons seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay: None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

Financial

Warrants

Vouchers

Reports

Purchases – Consideration of Purchase of a PowerEdge T340 Tower Server and a Router in an amount not to exceed \$4,000

Mr. Davis informed the Council that both the City's server and router have been out of warranty for a few years. Mr. Earl suggested they city upgrade those items.

Council Member Kunzler indicated he was open to improving the long-term option, which would potentially save the city to bring it to Microsoft Edge Cloud. He went on to say if that is a better long-term option, he thought it warranted investigation.

Motion: Council Member Kunzler move to table the agenda item. Council Member Braegger seconded the motion. Members voting aye: Council Members Kunzler, Seamons and Braegger. Members voting nay: None. The motion passed unanimously. Council Members Robb and Ward were not present for the vote.

Department Reports

Maintenance Department

Mr. Thompson was not present at the meeting.

Police Department

Chief Fielding reported the speed trailer had been at the shop for a few weeks. It was up and working; however, they are suggesting putting a solar panel and struts on it for about \$300. Chief Fielding indicated the verbal estimate was \$300, but he asked for a written bid.

Fire Department

Chief Mund was not present at the meeting. Mr. Davis informed the Council Chief Mund was going to purchase some items for the fire department, which he already addressed with the City Council.

Council Member Reports

Brad Robb

Council Member Robb was excused from the meeting.

Josh Braegger

Council Member Braegger pointed out Mr. Wheelwright had been working a lot on completing the nature park restrooms. He added that the mayor commented they needed to try to get the concrete done around the restroom. It was inquired who would be performing that work. Mayor Braegger indicated he may be completing that work. Council Member Braegger offered his condolences to Mayor Braegger.

Fred Ward

Council Member Ward was excused from the meeting.

John Seamons

Council Member Seamons commented on safety issues, which were addressed during the last Council meeting. He said the Council kind of committed to some “Children at Play” signs in Granite Ridge and asked for an update. It was noted the signs were installed the next day. In addition, the police department had been there daily, and the developer was working on stop signs.

Council Member Seamons stated he would like a scope of work/RFP for secondary water and how to get that in place and what the cost might be on the next agenda. Mayor Braegger pointed out the city was still waiting to get that information from Pineview. Mr. Davis inquired if they could wait until they received that information back from Pineview and work on the RFQ.

Kaleb Kunzler

Council Member Kunzler discussed the speed issues within the city. He went on to say it had been mentioned several times that the city’s court system would not hear a ticket if it was not over 10 mph. He inquired if the city had any push back with the court; he thought the court should step-up and enforce the law. They needed to give the power to the police chief to enforce the law. He stated the law was the law, and the law needed to be followed.

Mayor Braegger indicated he thought the court allowed 10 mph over because there was a margin of error; in addition, he thought they were trying to be fair with the public. Council Member Kunzler indicated if someone was doing 34 or 35 mph in a 25-mph zone, he thought that was giving a free pass to not follow the law.

Chief Fielding addressed the Council. He noted that was a standard on Highway 89; however, the average speed when he was at the baseball park was three to four mph over the limit. The individuals that are pushing the eight to nine get pulled over, and they talk to them. He went on to say, the next time they are pulled over, they would probably get a ticket. He added that the city’s court and judge was very reasonable. Mr. Davis noted Judge Christensen was not dismissing the tickets outright. Those are the people that had requested a trial.

Council Member Kunzler indicated that several citizens had talked to him about fireworks. He said they understand it was a dry year, and they want to know if the Council was going to pass a more restrictive ordinance. Mayor Braegger explained the purpose of the ordinance was the city does not want a fire on the mountain; if it was west of Highway 89, they could control that fire. He stated that he felt comfortable with what they have; however, he was open to what the Council wanted to do. Council Member Kunzler indicated he was open to what the city had.

Mayor’s General Correspondence and Information

Mayor Braegger noted they still need volunteers for the 4th of July. He went on to say it would be as normal, and what they were saying was self-protect. He added that the fireworks would be at the Nature Park; however, people would have to walk into the park.

Mayor Braegger indicated they discussed the aerators for the pond at the Nature Park, and he would do some checking into that this next week.

City Manager’s Report

Mr. Davis reported the paving of 200 West would start on Tuesday, June 15, 2021. It was clarified the project had to be completed by June 30, 2021. Mr. Davis acknowledged technically, it did.

Consideration of Motion to Enter a Closed Session (if necessary) pursuant to UCA §52-4-205 (a) except as provided in Subsection (3), discussion of the character, professional competence, or physical or mental health of an individual; (b) strategy sessions to discuss collective bargaining; (c) strategy sessions to discuss pending or reasonably imminent litigation; (d) strategy sessions to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares (e) strategy sessions to discuss the sale of real property, including any form of a water right or water shares; (f) discussion regarding deployment of security personnel,

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1 devices, or systems; or (g) investigative proceedings regarding allegations of criminal misconduct.

2
3 No closed session at this time.

4
5 **Adjourn**

6 With no further business coming before the Council at this time, Council Member Braegger moved to adjourn the
7 meeting. Council Member Kunzler seconded the motion. The meeting adjourned at 7:57 p.m.

8
9 Minutes were read individually and approved on: _____.

10
11
12
13 _____
14 Recorder

Mayor