



FARR WEST CITY COUNCIL AMENDED AGENDA

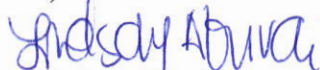
September 19, 2024 at 6:30 p.m.
City Council Chambers
1896 North 1800 West
Farr West, UT 84404

Notice is hereby given that the City Council of Farr West City will hold its regular meeting at 6:30 pm on Thursday, September 19, 2024 at the Farr West City Hall, 1896 North 1800 West, Farr West

Call to Order – Mayor Ken Phippen

1. Opening Ceremony
 - a. Opening Prayer
 - b. Pledge of Allegiance
2. Comments/Reports
 - a. Public Comments (*2 minutes*)
 - b. Report from the Planning Commission
3. Consent Items
 - a. Assignments and direction for Planning Commission
 - b. Consider approval of minutes dated September 5, 2024
 - c. Consider approval of bills dated September 17, 2024
4. Business Items
 - a. Consider approval of a business licenses – Buxton Masonry Inc.
Lake Life Elevated
Play Del Sol North Ogden LLC (Costa Vida)
Prismatic Embrace LLC
 - b. Consider approval of the request of a conditional use permit for Landon Brown for flex space at 897 North 2000 West
 - c. Consider approval of an interlocal agreement with Pleasant View City for construction of a roadway project at 2725 North and 3150 North
 - d. Consider approval of the Flock Safety contract and law enforcement agreement
5. Mayor/Council Follow-up
 - a. Report on Assignments
6. Adjournment

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801-731-4187, at least three working days prior to the meeting. Notice of time, place and agenda of the meeting was emailed to each member of the City Council, posted in the City Hall, and posted on the Utah Public Meeting Notice Website on September 16, 2024.


Lindsay Afuvai
Recorder

Application for Business License



Application date: 7/18/24

Owner Name: Tyler Buxton

Owner Address: [REDACTED]

Telephone: [REDACTED]

Business Name: Buxton Masonry Inc. DBA: _____

Business Address: 1930 N 2000 W, Ste 1 City: Farr West State: UT Zip: 84404

Mailing Address: Same City: _____ State: _____ Zip: _____

Business Phone Number: 801-627-9999 Number of employees: 48

Manager Name: Tyler Buxton Contact Phone: 801-430-4065

**If business is commercial or manufacturing/warehousing, please list square footage: _____

State Sales Tax ID # _____ State License # 252252-5501

If a daycare of preschool, number of own children: _____; number of other children: _____

Describe your type of business in detail: Construction-commercial masonry

Businesses that require Health Department inspection and permit: ANY business that is selling food, tattoo and piercing salons, tanning salons, day cares, nursing and assisted livings.

Health Department Permit # _____ or check if not applicable _____

All new business licenses or change of ownership/tenant are required to undergo a fire inspection from Weber Fire District. Please contact Jolene at Weber Fire District at 801-782-3580 to schedule the inspection. Proof of passed inspection must be submitted with the business license application before any approval is given.

BUSINESS LICENSE FEE SCHEDULE

COMMERCIAL

Small (under 10,000 sq ft)	Medium (10,000 to 50,000 sq ft)	Large (over 50,000 sq ft)
\$100.00	\$200.00	\$300.00

MANUFACTURING/WAREHOUSING

Small (under 10,000 sq ft)	Medium (10,000 to 50,000 sq ft)	Large (over 50,000 sq ft)
\$100.00	\$150.00	\$200.00

OTHER

Contractor	Professional	Interstate Commerce
\$100.00	\$50.00	\$50.00

ALCOHOL

Class "A" Beer	Class "B" Beer Restaurant	Class "C" Limited Restaurant	Class "D" Golf Course	Class "E" Full Service Restaurant
\$200.00	\$200.00	\$200.00	\$200.00	\$200.00

*If you are renewing an alcohol license:

Has the applicant been arrested or convicted of a felony or misdemeanor in the past 12 months? _____

Type of License Applying For: Contractor License fee due: \$100

I, the applicant, am aware of and conform to all State and Federal Regulations. I have read and understand the Codes and Ordinances of Farr west City for Business License Regulations (Title 5).

Applicant signature: Tyler B. Baker Date: 7/18/2024

For office use only:

Amount paid: 100- Date paid: 8.27.24 Receipt Number: 6.006974
City Council Date: 9/5/2024 Approved: _____ Disapproved: _____
License number: _____ Date issued: _____



Weber Fire District Fire Inspection Results

Business Inspection

Passed

Current Date

08/27/2024

Inspected by

Wright, Greg

**Inspection Contact
Name**

Susan Allen

Inspection Type

Business Inspection

Business Name	Address	Suite	City	State
Buxton Masonry, Inc	1980 N 2000 W	Suite 1	OGDEN	UT
Zip	Inspection Contact - Mobile			
84404	801-710-3152			

ACCESS:

✓ Pass

ITEM: Fire lane, Hydrant and FDC are accessible for emergency response.

CODE: IFC - 503.4 - Obstruction of fire apparatus access roads. - Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.

IFC - 507.5.4 - Obstruction. - Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

✓ Pass

ITEM: Is the address on the building and visible from the street?

CODE: IFC - 505.1 - Address identification. - New and existing buildings shall be provided with approved

Application for Residential Business License



Application date: 09/01/2024

Owner Name: Cory Richards

Owner Address: 2461 W 2525 N City: Farr West State: UT Zip: 84404

Telephone: 4065291913 Fax: _____ Email: lakelifeelevated@outlook.com

Business Name: Lake Life Elevated DBA: Life Elevated Customs, MTN Life Elevated

State Sales Tax ID # 13331542-003-STC State License # 12286406-0151

If a daycare of preschool, number of own children: _____; number of other children: _____

Describe your type of business in detail: Automobile, Recreation Vehicles, Boats, ATV, UTV
Repair & customization.

Businesses that require Health Department inspection and permit: ANY business that is selling food, day cares, nursing and assisted livings.

Health Department Permit # _____ or check if not applicable _____

All daycares are required to undergo a fire inspection from Weber Fire District. Please contact Jalene at Weber Fire District at 801-782-3580 to schedule the inspection. Proof of passed inspection must be submitted with the business license application before any approval is given.

Please initial each box acknowledging you understand and comply with the ordinance requirements (Farr West City Ordinance, Chapter 5.16)

- ☒ Only persons who are bona fide residents of the premises shall be engaged in the business or occupation.
- ☒ The business shall not physically change or alter the exterior of the dwelling.
- ☒ No business signs or advertising will be on the premises.
- ☒ The business will not cause an increase in vehicular traffic.
- ☒ The business will not require additional off street parking beyond that normally required for residential uses.
- ☒ The business will meet all applicable safety, fire, building and health codes.

- ☒ The business will not produce noise, dust, odors, noxious fumes glare or other hazards to safety and health which are emitted from and may be discernible beyond the premises. Residential businesses may not create a public nuisance as defined by State law or this code.
- ☒ The business will not create a hazard by using flammable, explosive or other dangerous materials or by keeping or raising animals which are capable of inflicting harm or discomfort or endangering the health and safety of any person or property.
- ☒ Any nursery or daycare use of the dwelling shall comply with state laws governing such use.
- ☒ If the business is conducted within the living quarters of the home, it will not occupy more than 25% of the main floor area, or more than 400 square feet of the home. If conducted within the garage, it shall not occupy more than 33% of the garage area. *Businesses in accessory building may use the whole structure for business use.

Residential Business License Fee
\$30.00

**Residential businesses conducted entirely within the primary residence are not subject to the \$30.00 fee.*

Is this business conducted entirely within the primary residence? no

If no, is it conducted in a garage and/or accessory building? garage

I, the applicant, am aware of and conform to all State and Federal Regulations. I have read and understand the Codes and Ordinances of Farr west City for Business License Regulations (Title 5).

Applicant signature:  Date: 09/01/2024

For office use only:

Amount paid: N/A Date paid: _____ Receipt Number: _____
 City Council Date: 9/19/2024 Approved: _____ Disapproved: _____
 License number: _____ Date issued: _____

Application for Business License



Application date: 09/05/2024

Owner Name: Playa Del Sol Restaurant Group Inc

Owner Address: [REDACTED]

Telephone: 801 [REDACTED]

Business Name: Playa Del Sol North Ogden LLC DBA: Costa Vida

Business Address: 1655 W 2700 N City: Farr West State: UT Zip: 84404

Mailing Address: 1752 Combe Road Suite 2 City: South Ogden State: UT Zip: 84403

Business Phone Number: 385-333-4978 Number of employees: 35

Manager Name: Brian Hess Contact Phone: 801-918-9852

**If business is commercial or manufacturing/warehousing, please list square footage: 4460

State Sales Tax ID # 16015800-002-STC State License # 13746354-0160

If a daycare of preschool, number of own children: ; number of other children:

Describe your type of business in detail: Limited Service Restaurant

Businesses that require Health Department inspection and permit: ANY business that is selling food, tattoo and piercing salons, tanning salons, day cares, nursing and assisted livings.

Health Department Permit # 3537 or check if not applicable

All new business licenses or change of ownership/tenant are required to undergo a fire inspection from Weber Fire District and a building code compliance inspection from Farr West City Building Department. Please contact Jolene at Weber Fire District at 801-782-3580 to schedule the fire inspection and the city office at 801-731-4187 for the building inspection. Proof of passed inspections must be submitted with the business license application before any approval is given.

BUSINESS LICENSE FEE SCHEDULE

COMMERCIAL

Small (under 10,000 sq ft)	Medium (10,000 to 50,000 sq ft)	Large (over 50,000 sq ft)
\$100.00	\$200.00	\$300.00

MANUFACTURING/WAREHOUSING

Small (under 10,000 sq ft)	Medium (10,000 to 50,000 sq ft)	Large (over 50,000 sq ft)
\$100.00	\$150.00	\$200.00

OTHER

Contractor	Professional	Interstate Commerce
\$100.00	\$50.00	\$50.00

ALCOHOL

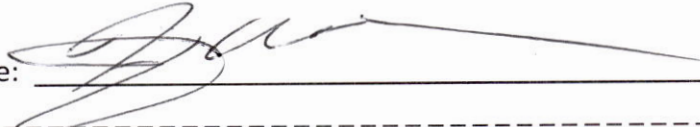
Class "A" Beer	Class "B" Beer Restaurant	Class "C" Limited Restaurant	Class "D" Golf Course	Class "E" Full Service Restaurant
\$200.00	\$200.00	\$200.00	\$200.00	\$200.00

*If you are renewing an alcohol license:

Has the applicant been arrested or convicted of a felony or misdemeanor in the past 12 months? _____

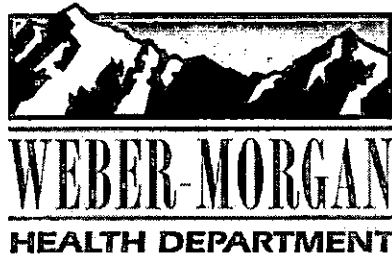
Type of License Applying For: Small Commercial License fee due: \$100.00

I, the applicant, am aware of and conform to all State and Federal Regulations. I have read and understand the Codes and Ordinances of Farr west City for Business License Regulations (Title 5).

Applicant signature:  Date: 09/05/2024

For office use only:

Amount paid: 100- Date paid: 9/12/2024 Receipt Number: 6.006981
City Council Date: 9/19/24 Approved: _____ Disapproved: _____
License number: _____ Date issued: _____



Health Department

Food Establishment Permit

Establishment Name: COSTA VIDA

Owner Name: PLAYA DEL SOL NORTH OGDEN
Location Address: 1655 W 2700 N
Farr West UT 84404
Permit Number: 3537
Permit Expiration: 09/08/2025

The above entity is hereby permitted to operate. This permit is the property of Weber-Morgan Health Department and is valid unless revoked for cause. No establishment may operate without a valid permit. This permit is non-transferable, including change of ownership or change of location, and must be posted in an area visible to the public.

A handwritten signature in black ink, appearing to read "Brian Cowan".

Brian Cowan, MPH, LEHS
Health Officer/Executive Director
Weber-Morgan Health Department



Weber Fire District

Fire Inspection Results

New Business Inspection Farr West

Passed

Current Date

09/11/2024

Inspected by

Wright, Greg

**Inspection Contact
Name**

Kip Cashmore

Inspection Type

New Business Inspection
Farr West

Business Name	Address	Suite	City	State
Costa Vida	1655 W 2700 N	--	FARR WEST	UT
Zip			Inspection Contact - Mobile	
84404			801-540-3030	

ACCESS:

✓ Pass

ITEM: Fire lane, Hydrant and FDC are accessible for emergency response.

CODE: IFC - 503.4 - Obstruction of fire apparatus access roads. - Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times.

IFC - 507.5.4 - Obstruction. - Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

✓ Pass

ITEM: Is the address on the building and visible from the street?

CODE: IFC - 505.1 - Address identification. - New and existing buildings shall be provided with approved

✓ Pass

ITEM: Provide approved metal container for oily rag storage

CODE: IFC - 304.3.1 - Spontaneous ignition. - Materials susceptible to spontaneous ignition, such as oily rags, shall be stored in a listed disposal container. Contents of such containers shall be removed and disposed of daily.

✓ Pass

ITEM: Keep dumpster 5' away from building

CODE: IFC - 304.3.3 - Capacity exceeding 1.5 cubic yards. - Dumpsters and containers with an individual capacity of 1.5 cubic yards [40.5 cubic feet (1.15 m³)] or more shall not be stored in buildings or placed within 5 feet (1524 mm) of combustible walls, openings or combustible roof eave lines. Exceptions: 1.Dumpsters or containers that are placed inside buildings in areas protected by an approved automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3. 2.Storage in a structure shall not be prohibited where the structure is of Type I or IIA construction, located not less than 10 feet (3048 mm) from other buildings and used exclusively for dumpster or container storage. 3.Dumpsters or containers that are located adjacent to buildings where the exterior area is protected by an approved automatic sprinkler system.

BUSINESS LICENSE:

✓ Pass

ITEM: Does the business have a current license with the city.

Inspection Signatures

Occupancy Contact Signature

Unable to sign:

Report completed off-site.

Inspector Signature



Kip Cashmore
Contractor
Kipcashmore@gmail.com

Wright, Greg

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Application for Subdivision



Date Submitted 6/21/24

Developer's Name Eileen matheson

Developer's Mailing Address _____

Developer's Daytime Phone 3

Subdivision Name Frostland Subdivision Phase _____

Subdivision Address 2268 W 1800 N. Farr West UT 84404

Is this a Re-Subdivision _____ Current Property Zone X Is Re-Zoning Required _____

Acreage of property being divided _____ Acreage of entire land parcel 1.11 acres

Number of proposed lots in Subdivision 2 In Phase _____ Number of Phases 1

Title Search Completed

☒ Y

N

*Attach Documentation

Available Utilities and Services:

Culinary Water

☒ Y

N

Secondary Water

☒ Y

N

Company: Pine view

Secondary System

Y

☒ N

Adequate Storm Sewer/Drainage

☒ Y

N

Sewer

☒ Y

N

Electric Power

☒ Y

N

Natural Gas

☒ Y

N

Telephone Service

☒ Y

N

Broadband/Fiber Internet

☒ Y

N

Comcast: Jim Hansen/801-831-6849

Century Link: Troy Long/801-974-8119

Connex: Dave Brown/ 801-686-2468

Optic Loop: Tim Wright/801-737-1900

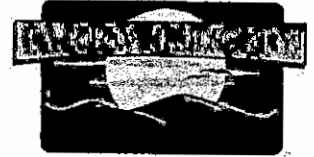
Cable/Satellite TV

☒ Y

N

Company:

Application for Subdivision



Property is in which Flood Zone: X Panel Number: 49057CD191F

Lowest Elevation of Property: 4,245'

Access Road above 4,215' Elevation: Yes Source: GPS Surveyed elevation
Flood Plane map

Does the property contain Wetlands: NO Source: Flood Plane map

Please give a brief history of the property that is being subdivided (attach additional pages if needed).

Has been used for grass hay

Please describe any agreements, right-of-ways, easements, etc. which could affect the planning and construction of

this development (attach additional pages if needed). Rocky mountain Power
has easement through property

I have read and understand the Subdivision Ordinance. I understand I am responsible for all engineering costs. I believe the information on this form is true and correct to the best of my knowledge. I understand missing or inaccurate data may result in delays in processing this application.

Signed Gileen Matheson Date 6/21/24

FEE SCHEDULE

Subdivision Plan Processing:

1-4 lots	\$100.00
5-9 lots	\$100.00 plus \$10/lot
10-24 lots	\$150.00 plus \$10/lot
25 lots +	\$250.00 plus \$10/lot

Engineering Fee Deposit: \$125.00/lot/phase

Application Fee \$ _____ Developer User Fee \$ _____ Total \$ _____
Receipt # _____ Date Paid _____ Received by _____

[illegible]

Violin Map

Found Section Monument		Centerline Road
		Lot Lines
		Survey Monument Line
		Existing Fence Line
		Lot Line
		Boundary Line
		Set Back Lines
Calculated Section Position		Set 5/8" x 24" Long Rebar & Cap w/ Lotline Monument
Public Utility Easement		
Record		
Measured		
Building		
Asphalt		
Concrete		

Knew all men by these presents that I/ve, the undersigned owners of the heron described tract of land, hereby set apart and subdivide the same into lots and streets as shown on this plat; and have sold said Firstland Subdivision 1st Amendment, and hereby dedicate the same to the people of Fannin County, Utah (1) all those lots or portions of said tract of land designated as streets, the same to be used as public thoroughfares forever (2) those certain public utility and drainage easements as shown hereon, the same to be used for the installation, maintenance, and operation of public utility service lines and drainage; and (3) those parcels designated as public open space, parks, trail or easements, or of similar designation, in witness whereof, we have hereunto set our hands.

Signed this _____ day of _____, 2024.

Bud Matheson

Eileen Motheson

Gene

Owner

ACKNOWLEDGMENTS

ACKNOWLEDGMENTS

State of Utah } ss
County of _____

The foregoing instrument was acknowledged before me this _____ day
of _____ 2004 by _____.

Residing At: _____ A Notary Public commissioned in Utah
Commission Number: _____
Commission Expires: _____ Noted: _____

SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold License No. 82429210 in accordance with the Chapter 22, Professional Engineers and Professional Land Surveyors, Licensed Act. I also do hereby certify that this plat and Record Subdivision 1st Amendment in For West City, Weber County, Utah has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in sold subdivision, and have filed a Record of Survey map (R05 _____) of the existing property boundaries shown on this plat and verified the locations of the boundary in accordance with Section 17-23-17. Monuments have been set as depicted on this drawing.

Signed this _____ day of _____, 2024.

Tentative Final

6242920
LIC688 N

Andy Hubbard

NARRATIVE

The measured backs of bearings for this fence is South 89°55'50" East found between two found monuments at the North Quarter Sec. 2, T6N, R2W, S18NW and the North Quarter Corner Sec. 2, T6N, R2W, S18NW.

This survey was released using the Frostland Subdivision Plat mentioned in all deeds concerning these parcels. See Entry No. 461580.

1. The 1st and 2nd Subdivisions line up to the west and .45 feet to the east to match existing property corners found at the Northeast corner of parcel 3 (Set by Mountain View Survey). Said point also lines up with the East fence line. Keeping the record bearings, the platted subdivisions line up with the fence as well. This shift also falls on the irrigation valve of the Northeast Corner of lot two.

2. The 3rd Subdivision line up with the fence line as well. The fence line seems to have been held as the boundary for 20+ years.

WEBER COUNTY SURVEYOR

I hereby certify that the Weber County Surveyor's Office has reviewed this plat and all conditions for approval by this office have been satisfied. The approval of this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

Signed this _____ day of _____, 2024.

Weber County Surveyor
Record of Survey # _____
WCO 106-1-8(c)(1)h.10; WCO 45-4-2(c)

FARR WEST CITY ENGINEER

I hereby certify that I have carefully investigated the lines of survey of the foregoing plot and legal description of the land embraced therein and find them to be correct and to agree with the lines and monuments on record in this office and in compliance with the requirements of Farr west City Ordinances

Approved by the Fort Worth City Engineer this _____ day of _____, 2024.

Farr West City Engineer

BOUNDARY DESCRIPTIONS

Beginning of a point on the North West Corner of Lot 2 Frontland Subdivisions; said point being about 100 feet from the NW 1/4 Sec. 18.42 feet along the Section Line East 151.32 feet from the Northeast Corner of said Northeast Quarter and running; thence South 80°55'18" East 241.15 feet to a fence line on the West line of the Kadin Lee Taylor Property; thence North 12°21'29" West, along said west line of the Taylor Property, a distance of 185.00 feet to the North East Corner of the Charles H. Hartsel Property; thence along said North Line of 1800 North Street a distance of 323.28 feet to the West line of Dubek, Melendy D Property; thence North 46°39'50" East 97.53 feet thence along said West line of Dubek, Melendy D Property 177.38 feet to the point of beginning and containing 1.11 Acres, More or Less.

FARR WEST CITY ATTORNEY

Approved by the Farr West City Attorney this _____ day of _____, 2024.

Fort West City Attorney

FARR WEST CITY PLANNING COMMISSION

Approved by the Farr West City Planning Commission this _____ day
of _____, 2024.

Chalmers

FARR WEST CITY APPROVAL

This is to certify that this plot and dedication of this plot were
duly approved and accepted by the city council of Farr West City
Utah on this _____ day of _____, 2024.

Address

COUNTY RECORDER

COUNTY RECORDER
Entry No. _____ Fee Paid _____
_____ Filed For Record and
Recorded _____ At _____
_____ in Book _____ Of _____
Official Records Page _____

County: 

GREAT BASIN
ENGINEERING

9748 SOUTH 1475 EAST DRYDEN, UTAH 84403
PHONE (801) 994-6415 FAX (801) 951-0322 FAX (801) 992-7944
WWW.GREATBASINENGINEERING.COM

Application for Business License



Application date: 09/13/2024

Owner Name: Brittany Nicole Paschal

Owner Address: [REDACTED]

Telephone: 8 [REDACTED]

Business Name: Prismatic Embrace LLC DBA: _____

Business Address: 2389 North 2000 West St City: Farr West State: UT Zip: 84404

Mailing Address: 2929 Van Buren Ave City: Ogden State: UT Zip: 84403

Business Phone Number: 801 390 6722 Number of employees: _____

Manager Name: Melanie Chambers Contact Phone: 801 941 7193

**If business is commercial or manufacturing/warehousing, please list square footage: _____

State Sales Tax ID # 16071201-002-STC State License # 99-3897823

If a daycare of preschool, number of own children: _____; number of other children: _____

Describe your type of business in detail: I will be providing holistic health services, massage therapy and reiki energy work. I just recieved my massage license and am awaiting to market myself according to my business license.

Businesses that require Health Department inspection and permit: ANY business that is selling food, tattoo and piercing salons, tanning salons, day cares, nursing and assisted livings.

Health Department Permit # _____ or check if not applicable _____

All new business licenses or change of ownership/tenant are required to undergo a fire inspection from Weber Fire District and a building code compliance inspection from Farr West City Building Department. Please contact Jolene at Weber Fire District at 801-782-3580 to schedule the fire inspection and the city office at 801-731-4187 for the building inspection. Proof of passed inspections must be submitted with the business license application before any approval is given.

BUSINESS LICENSE FEE SCHEDULE

COMMERCIAL

Small (under 10,000 sq ft)	Medium (10,000 to 50,000 sq ft)	Large (over 50,000 sq ft)
\$100.00	\$200.00	\$300.00

MANUFACTURING/WAREHOUSING

Small (under 10,000 sq ft)	Medium (10,000 to 50,000 sq ft)	Large (over 50,000 sq ft)
\$100.00	\$150.00	\$200.00

OTHER

Contractor	Professional	Interstate Commerce
\$100.00	\$50.00	\$50.00

ALCOHOL

Class "A" Beer	Class "B" Beer Restaurant	Class "C" Limited Restaurant	Class "D" Golf Course	Class "E" Full Service Restaurant
\$200.00	\$200.00	\$200.00	\$200.00	\$200.00

*If you are renewing an alcohol license:

Has the applicant been arrested or convicted of a felony or misdemeanor in the past 12 months? _____

Type of License Applying For: Small Commercial License fee due: \$100.00

I, the applicant, am aware of and conform to all State and Federal Regulations. I have read and understand the Codes and Ordinances of Farr west City for Business License Regulations (Title 5).

Applicant signature: Bing Male Pasad Date: 09/13/2024

For office use only:

Amount paid: 50- Date paid: 9/13/24 Receipt Number: _____
City Council Date: 9/19/24 Approved: _____ Disapproved: _____
License number: _____ Date issued: _____



Farr West City

APPLICATION FOR ISSUANCE OF CONDITIONAL USE PERMIT

The Municipal Code 17.48.020 requires that the following be considered to obtain a Conditional Use Permit.

Application Date 8/16/24 Applicant Name Landon Brown

Mailing Address

Phone Number

Property address of proposed conditional use 897 N 2000 W Current Zoning: C2

Please list the requested conditional use as listed within the city zoning ordinance Flex Space

A) Explain how the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well-being of the community.

- * Clean up the property and make it presentable to the public and other possible tenants.
- * Create leasable office warehouse units to bring in small local businesses

B) Explain how such use will not be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complementary to the existing surrounding uses.

- * We plan to gut the current property and bring it up to modern design. This will make the property safer and more aesthetically pleasing.
- * We plan to evict the current tenant. This alone will drastically change the safety and appeal of the building.

C) Explain how the proposed use will comply with the regulations and conditions specified in this title for such use.

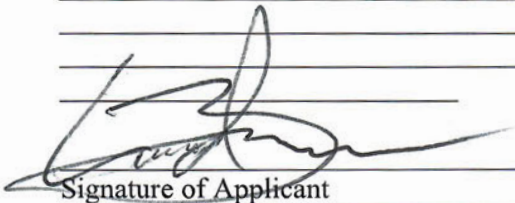
- * I want to work closey with Farr West city to ensure that I can meet or exceed the current standards.

D) Explain how the proposed use conforms to the goals, policies and governing principles and land use of the Farr West City General Plan.

* I am not changing the structure of the building. Just how it is being used.

E) Explain how the proposed use will not lead to the deterioration of the environment, or ecology of the immediate vicinity, the general area, or the community as a whole.

* I am not changing the structure of the building. Just how it is being used



Signature of Applicant

Property Owner? Y ☒ N ☐ Not yet. I am under contract

Date Application & \$100.00 Processing Fee received _____

Received by _____

Date of public hearing: _____

Date application was _____ Approved _____ Denied by Planning Commission _____

Conditions/Reasons

Date application was _____ Approved _____ Denied by City Council: _____

Conditions/Reasons

Planning Commission Chair

Mayor

**INTERLOCAL AGREEMENT FOR CONSTRUCTION OF A ROADWAY PROJECT AT
2725 NORTH AND 2775/3150 NORTH.**

Commented [AM1]: Why is this not 3150?

THIS AGREEMENT is made and entered into by and between Pleasant View City, a municipal corporation of the State of Utah (hereinafter referred to as "Pleasant View"), and Farr West City, a municipal corporation of the State of Utah (hereinafter referred to as "Farr West"). Both parties may collectively be referred to as the "Cities."

RECITALS

WHEREAS, each City has interest in the successful project components required for securing right-of-way and construction of a roadway project on streets recognized as 2725 North Street, 1850 West Street, 1900 West Street, and 2775 North Street on the attached Exhibit A, which Streets shall be constructed on Right of Way property, that is currently designated or has yet to be designated, within Farr West City and Pleasant View City;

WHEREAS, the Cities are authorized to enter into interlocal agreements pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq.; and

WHEREAS, the Cities have determined that it is in the public interest to design, construct and designate a public roadway that intersects both Farr West and Pleasant View, hereinafter referred to as the "Project;" and

WHEREAS, Pleasant View has agreed to serve as the Project Manager for the planning, design, construction, and completion of the Project; and

WHEREAS, Farr West desires to participate in the Project and be reimbursed for eligible expenses incurred during the land acquisition and construction of the portions of the roadway within Farr West City; and

WHEREAS, the Weber Area Council of Governments (WACOG) criteria will be used to determine the eligibility of expenses for reimbursement as grant funding for this project has funding limitations. Project costs for the entirety of the roadway project will be assessed and considered with each expended portion to ensure adequate availability of funding for project completion, with direct City costs being available for use of WACOG funding in accordance with WACOG standards.

NOW, THEREFORE, based upon the mutual promises and conditions contained herein, the Cities agree as follows:

SECTION 1: PROJECT SCOPE

1.1 Project Description. The Project shall involve the property acquisition, design, construction and dedication of a roadway that intersects both Farr West and Pleasant View. The Project shall include all necessary infrastructure, including but not limited to roadways, sidewalks, drainage, and other related improvements, with connections specific and relative to the standards of each respective city.

1.2 Project Management. Pleasant View shall be responsible for overseeing the disbursement of WACOG grant funding for the Project. Project costs for the entirety of the roadway project will be assessed and considered with each expended portion to ensure adequate availability of funding for project completion, with direct City costs being available for use of WACOG funding in accordance with WACOG standards. Property valuations, engineers estimates, and housing relocation costs will be evaluated to determine proportionate costs of the various elements required to meet success in completing the Project.

1.3 Project Elements in Pleasant View. Pleasant View ~~City~~ shall have the authority to manage and complete all elements of the Project that fall within its jurisdiction. Pleasant View shall ensure that the planning, design, construction, inspection, and verified completion of the Project within Pleasant View City boundaries are completed in accordance with all applicable laws, regulations, and standards. However, if unforeseen circumstances or funding limitations arise, the completion of the Project elements within Pleasant View may not be guaranteed within a specific timeframe. Pleasant View may allow a third-party developer to complete certain improvements, provided that such work is done in coordination with and with the approval of the city, ensuring compliance with all relevant laws, regulations, and standards. Pleasant View may opt to contribute additional funding to Project elements as desirable and determined needed for the successful completion of the Project but is under no obligation to do so if Project costs exceed the current funding available.

1.4 Project Elements in Farr West. Farr West shall have the authority to manage and complete all elements of the Project that fall within its jurisdiction. Farr West shall ensure that the planning, design, construction, inspection, and verified completion of the Project within Farr West boundaries are completed in accordance with all applicable laws, regulations, and standards. However, if unforeseen circumstances or funding limitations arise, the completion of the Project elements within Farr West may not be guaranteed within a specific timeframe. Farr West may allow a third-party developer to complete certain improvements, provided that such work is done in coordination with and with the approval of the city, ensuring compliance with all relevant laws, regulations, and standards. Farr West may opt to contribute additional funding to Project elements as desirable and determined needed for the successful completion of the Project but is under no obligation to do so if Project costs exceed the current funding available.

SECTION 2: PARTICIPATION

2.1 Pleasant View's ~~City's~~ Participation. Pleasant View shall participate in the Project by providing necessary resources, assistance, and coordination for the portions of the roadway that fall within its jurisdiction.

2.2 Farr West's Participation. Farr West shall participate in the Project by providing necessary resources, assistance, and coordination for the portions of the roadway that fall within its jurisdiction.

2.3 Reimbursement Eligibility. Farr West may submit Project funding requests to Pleasant View for specified expenses related to the Project, and likewise, Pleasant View may submit Project funding requests to Farr West. All funding requests must include expenses that meet the criteria established by WACOG and require written approval from the other entity before proceeding with the use of funding. Project elements completed without prior approval from the other entity or that do not meet the requirements of WACOG will not be considered eligible for reimbursement.

2.3 Submission of Invoices. Farr West shall submit billing invoices to Pleasant View for reimbursement of eligible expenses. The invoices shall include detailed documentation and receipts supporting the expenses claimed. Pleasant View shall review the invoices for compliance with WACOG criteria, ensuring funding availability for project components and processing payments in a timely manner.

2.4 WACOG Criteria Compliance. Both Cities agree to comply with the criteria established by WACOG in determining the eligibility of expenses for reimbursement. Pleasant View shall have the authority to review and approve or deny reimbursement requests based on these criteria, in coordination with WACOG Staff.

SECTION 3: PROJECT FUNDING DISBURSEMENT AND PRIORITIZATION

3.1 Funding Sources. The Project shall be funded through a combination of sources, including but not limited to federal, state, and local funds, as well as contributions from either or both Cities and/or prospective development groups.

3.2 Cost Sharing. The Cities agree to share awarded grant funding for the costs of the Project based on the proportion of the roadway that falls within each City's jurisdiction and the elements eligible for reimbursement. Pleasant View shall be responsible for managing the overall budget and ensuring that funds are allocated and spent appropriately.

3.3 Disbursement of Funds. The disbursement of funds for the Project shall be conducted in a manner that ensures the timely and efficient completion of all required Project components. Funds shall be allocated and disbursed in accordance with the approved Project budget and funding sources.

3.4 Prioritization of Project Components. The Cities agree that the disbursement of funds shall prioritize tasks and components of the Project based on the sequence in which they must be completed, with recognition that funding anticipates and requires a match from development groups adjacent to the planned roadway. Funding will generally be allocated first to those tasks that are required to occur in the initial stages of the Project, including but not limited to:

- A. Preliminary Planning and Design. Funds shall first be allocated to the necessary planning, design, and engineering work that must be completed prior to the commencement of construction.
- B. Site Preparation: Funds shall be disbursed for tasks required for site preparation, including land acquisition, grading, and utility relocation, where applicable.
- C. Initial Construction Activities: Funding shall then be prioritized for the initial construction activities, such as foundation work, road preparation, and installation of critical infrastructure components.

Commented [DS2]: Add Property Acquisition?

3.5 Subsequent Funding Phases. Following the completion of the initial tasks, funds shall be allocated to subsequent phases of the Project in a manner that ensures the continuity and efficiency of construction activities. This shall include, but not be limited to, the following:

- A. Intermediate Construction Activities: This phase shall include tasks such as paving, installation of curbs, sidewalks, and drainage systems.
- B. Final Construction Activities: Funds shall be allocated for final construction activities, including landscaping, signage, and any additional finishing work required to complete the Project.

3.6 Flexibility in Funding Allocation. The Cities acknowledge that the progression of the Project may require adjustments in the sequence of tasks and funding allocations. Cities must both agree in writing to adjust the prioritization of tasks and the corresponding disbursement of funds as necessary to address unforeseen circumstances, provided that such adjustments do not compromise the overall completion of the Project.

SECTION 4: TERM AND TERMINATION

4.1 Term. This Agreement shall become effective on the date of its execution by both Cities and shall remain in effect until the completion of the Project, unless terminated earlier by mutual agreement of the Cities.

4.2 Termination. Either City may terminate this Agreement upon thirty (30) days' written notice to the other City. In the event of termination, the Cities shall work together to ensure that any remaining obligations related to the Project and WACOG grant funding are fulfilled.

SECTION 5: MISCELLANEOUS

5.1 Amendments. This Agreement may be amended or modified only by a written agreement signed by both Cities.

5.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Cities with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. It is understood and agreed by the Parties that this

Agreement will be governed by the laws of the State of Utah, both as to interpretation and performance. The forum for the resolution of any legal disputes that arise under this Agreement will be located in the Third Judicial District, State of Utah.

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

5.5 Third-Parties. This Agreement is not intended and should not be construed to benefit persons or other entities either not named as a Party herein or subsequently added as a Party pursuant to its provisions.

5.6 Titles and Captions. The titles and captions of this Agreement are for convenience only and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

5.7 Non-Assignability. No Party shall transfer or delegate any of their rights, duties, powers or obligations under this Agreement, without written consent of each of the other Parties.

5.8 Notices. All notices and other communications provided for in this Agreement shall be in writing and will be sufficient for all purposes if:

- A. Sent by email to the address the Party may designate, or by fax to the fax number the Party may designate, and (concurrently) sent by first class mail to the Party and to the Party's legal office; or
- B. Sent by certified or registered United States Mail addressed to the Party at the address the party may designate, return receipt requested.

IN WITNESS WHEREOF, the Cities have caused this Agreement to be executed by their duly authorized representatives.

[signatures on the following page]

Farr West City

By: _____
Mayor Ken Phippen

Date: _____

Attest: _____
City Recorder

Approved as to Form: _____
Legal

FARR WEST CITY CONTACT:

Ken Phippen, Mayor
1896 North 1800 West
Farr West, Utah 84404
mayor@farrwestcity.org

Pleasant View City

Agreed upon this ____ day of September 2024.

Mayor Leonard Call

ATTEST: _____
City Recorder

APPROVED AS TO FORM: _____
Attorney

CONTACT:

Amy Sue Mabey, City Administrator
520 West Elberta Drive
Pleasant View, Utah 84414
amabey@pleasantviewcity.com