FARR WEST CITY COUNCIL AGENDA

March 5, 2026 at 5:15 p.m.
City Council Chambers
1896 North 1800 West
Farr West, UT 84404

Notice is hereby given that a Community Reinvestment Agency meeting City Council will meet at 5:15 p.m., followed by a joint work session with the City Council of Farr West City and the Planning Commission at 5:30 p.m as well as their regular meeting at 6:30 p.m. on Thursday, March 5, 2026 at the Farr West City Hall, 1896 North 1800 West, Farr West

CRA Meeting, 5:15 p.m.

1. Business Items
    a. Consider approval of minutes dated February 19,2025
    b. Consideration of Resolution No. 2026-01, adopting the Farr West Landing CRA Plan with revisions
    c. Adjournment

5:30 p.m. - Work Session with the Traffic Committee to discuss traffic analytics with Urban SDK as well as the intersection at 2825 North 2575 West

Regular Meeting

Call to Order – Mayor David Bolos

1. Opening Ceremony
    b. Opening Prayer
    c. Pledge of Allegiance
2. Comments/Reports
    a. Public Comments (3 *minutes)*
    b. Report from the Planning Commission
3. Consent Items
    a. Assignments and directions for Planning Commission
    b. Consider approval of minutes dated February19, 2026
    c. Consider approval of bills dated March 4, 2026
    d. Consider approval of the Sidewalk Management, Maintenance & Inspection Program (SMMIP)
4. Business Items
    a. Consideration of conditional use permit for a detached accessory dwelling unit located at 3112 North Pelican Drive – *Denyse McLaughlin*
    b. Public Hearing to receive and consider public comments regarding the intent of the legislative body to repeal the PD Planned Development Overlay Zone Ordinance, 17.32 from the Farr West City Municipal Code
    c. Consideration of Ordinance No. 2026-04, repealing the PD Planned Development Overlay Zone Ordinance from the municipal code
    d. Consideration of Ordinance No. 2026-05, approving the Farr West Landing CRA Plan
    e. Consideration of the Farr West Landing Public Infrastructure District Letter of Intent
    f. Consideration of Peny Master Services Agreement
    g. Consideration of Interlocal Agreement between Farr West City and Weber County regarding Municipal Solid Waste Disposal
5. Mayor/Council Remarks
    a. Assignment Follow-up (*3 minutes*)
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 March 2, 2025.

Lindsay Afuvai
Recorder

COMMUNITY REINVESTMENT AGENCY

Farr West City, Utah

FARR WEST LANDING

PROPOSED PROJECT AREA PLAN | March 2026

Prepared by the Farr West City Community Reinvestment Agency in collaboration with Sukha LLC Business | Economic Development Advisory

Contents

PROPOSED FARR WEST CITY COMMUNITY REINVESTMENT PROJECT AREA PLAN

FARR WEST LANDING

SECTION A | Definitions:

1.1 **Act** means Title 17C of the Utah Code Annotated (UCA) 1953, as amended: the Utah Limited Purpose Local Government Entities – Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.

1.2 **Agency** means the Farr West City Reinvestment Agency, created and operated pursuant to UCA 17C-1-201.5 and its predecessor or successor status, as designated by Farr West City to act as the reinvestment agency.

1.3 **Agency Board** means the governing body of the Agency.

1.4 **Bond** means any bonds, notes, interim certificates, or other obligations issued by an agency.

1.5 **City** means Farr West City, a political subdivision of the State of Utah.

1.6 **General Plan** means the general plan adopted by the City under UCA 10-20-401.

1.7 **Community Reinvestment** means development activities within the Farr West City community, including the encouragement, promotion or provisions of development as provided for in the Act.

1.8 **Community Reinvestment Project Area Plan** means a project area plan, as defined by UCA 17C-5 of the Act developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development projects in a specific project area.

1.9 **Governing Body** means (a) in reference to the Farr West City Community Reinvestment Agency (CRA); the Board of the Agency, or (b) if used in reference to Farr West City, City Council of Farr West City.

1.10 **Project Area** means the Farr West City Landing Community Reinvestment Project Area, as defined by resolution of the Farr West City Community Reinvestment Agency.

1.11 **Sales Tax** means a tax on retail sales, or on the receipts from sales as defined by UCA 59-12.

1.12 **Taxing Entities** means the public entities, including the state, county, city, school district, special service district, or other public body, which levy property taxes on any parcel or parcels of real property and personal property located within the Project Area.

1.13 **Tax Increment** is the incremental increase in tax revenue generated within a specific geographic area after a certain date and within a defined time period from public, or private investment. The increase in tax revenue is attributable to the creation of new business opportunities that result in new sales tax revenue from new retail sales transactions.

SECTION B | Plan requirements | Utah code 17C-5-105:

An agency shall ensure that each community reinvestment project area plan and proposed community reinvestment project area plan include the following:

- Subject to UCA, Section: 17C-1-414, if applicable, includes a boundary description and a map of the community reinvestment project area;
- Contains a general statement of the existing land uses, layout of principal streets, population densities, and building intensities of the community reinvestment project area and how each will be affected by project area development;
- States the standards that will guide project area development;
- Shows how project area development will further purposes of this title;
- Is consistent with the general plan of the community in which the community reinvestment project area is located and shows that project area development will conform to the community's general plan;
- If applicable, describes how project area development will eliminate or reduce a development impediment in the community reinvestment project area;
- Describes any specific project area development that is the object of the community reinvestment project area plan;
- If applicable, explains how the agency plans to select a participant;
- States each reason the agency selected the community reinvestment project area;
- Describes the physical, social, and economic conditions that exist in the community reinvestment project area;
- Describes each type of financial assistance that the agency anticipates offering a participant;
- Includes an analysis or description of the anticipated public benefit resulting from project area development, including benefits to the community's economic activity and tax base;
- Includes the rationale for the use of tax increment, including an analysis of whether the proposed project area development might reasonably be expected to occur in the foreseeable future without the use of tax increment;
- If applicable and relative to Historic Sites, states that the agency shall comply with UCA, Section: 9-8-404 as required under Section: 17C-5-106;
- For a community reinvestment project area plan that an agency adopted before May 14, 2019, states whether the community reinvestment project area plan or proposed community reinvestment project area plan is subject to a taxing entity committee or an interlocal agreement; and
- Includes other information that the agency determines to be necessary or advisable

SECTION C | Purpose and Introduction:

To enable specific development opportunities in step with the city's General Plan and to foster durable financial sustainability for the community, the Farr West City Reinvestment Agency proposes to utilize a portion of new sales tax incremental revenues (TIF) generated from development of new business enterprise within the project area boundaries for up to 15 years.

Property tax increment will *not* be utilized for this project area plan.

The Agency intends to support commercial development by utilizing TIF dollars as an investment in *public infrastructure assets* that would otherwise be a cost to private development. Such cost partnering for the Farr West Landing project is proposed to ensure the development will include a Target retail facility as the primary anchor tenant. Target retail operations are enduring. As the anchor retail operation within the project area it is anticipated Target will enable the draw of other brand name retail operations as well support small, local business opportunities by capturing measurable consumer traffic to the area.

SECTION D | Legal background and functionality of Tax Increment Financing:

State law established the Limited Purpose Local Government Entities – Community Reinvestment, Title 17C, Utah Code Annotated 1953, as amended (the "Act"), previously known as the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act; to provide a tool for local governmental entities (counties and cities) to increase and stabilize the local tax base.

The Farr West Landing Community Reinvestment Project Area Plan is developed under the afore referenced sections of the Utah Code in addition to Section 10 - Chapter 8, and all respective Notice, Hearing and Interlocal Cooperation Agreement requirements of the Utah Code.

Tax increment is a post-performance opportunity. Accordingly, tax increment for the Farr West Landing CRA will not be generated until after investment and development occurs and retail business within the project area begin to generate new retail sales. The financial incentives available to development by the Community Reinvestment Agency (CRA) are supported and generated from the future proceeds (new tax revenues) of the development. The City and the CRA may also provide incentives through the abatement of certain fees – particularly beneficial to a projects start-up capital needs.

Priority development activity within defined areas, defined by statute; "survey areas," and commonly known as "project areas" may be eligible for financial assistance provided by an Agency. Project areas typically encompass only the property directly impacted by the development. TIF and other public support is considered appropriate when a proposed project is

not likely to be adequately achieved without public investment and when it meets a public objective - and then only to fill the gap between the total project cost and the level of private financing the project can support.

Once the Agency has fulfilled its obligations related to a project, the community benefits from the creation of new, or revitalized productive assets and area taxing entities will receive new, permanent sources of revenue that would likely not have existed if the public investment had not enabled the project.

SECTION E | Project area summary description | 17C-5-105(1):

The Farr West Landing Community Reinvestment Project Area encompasses approximately 50 acres in total with roughly 95% of the acreage as vacant land.

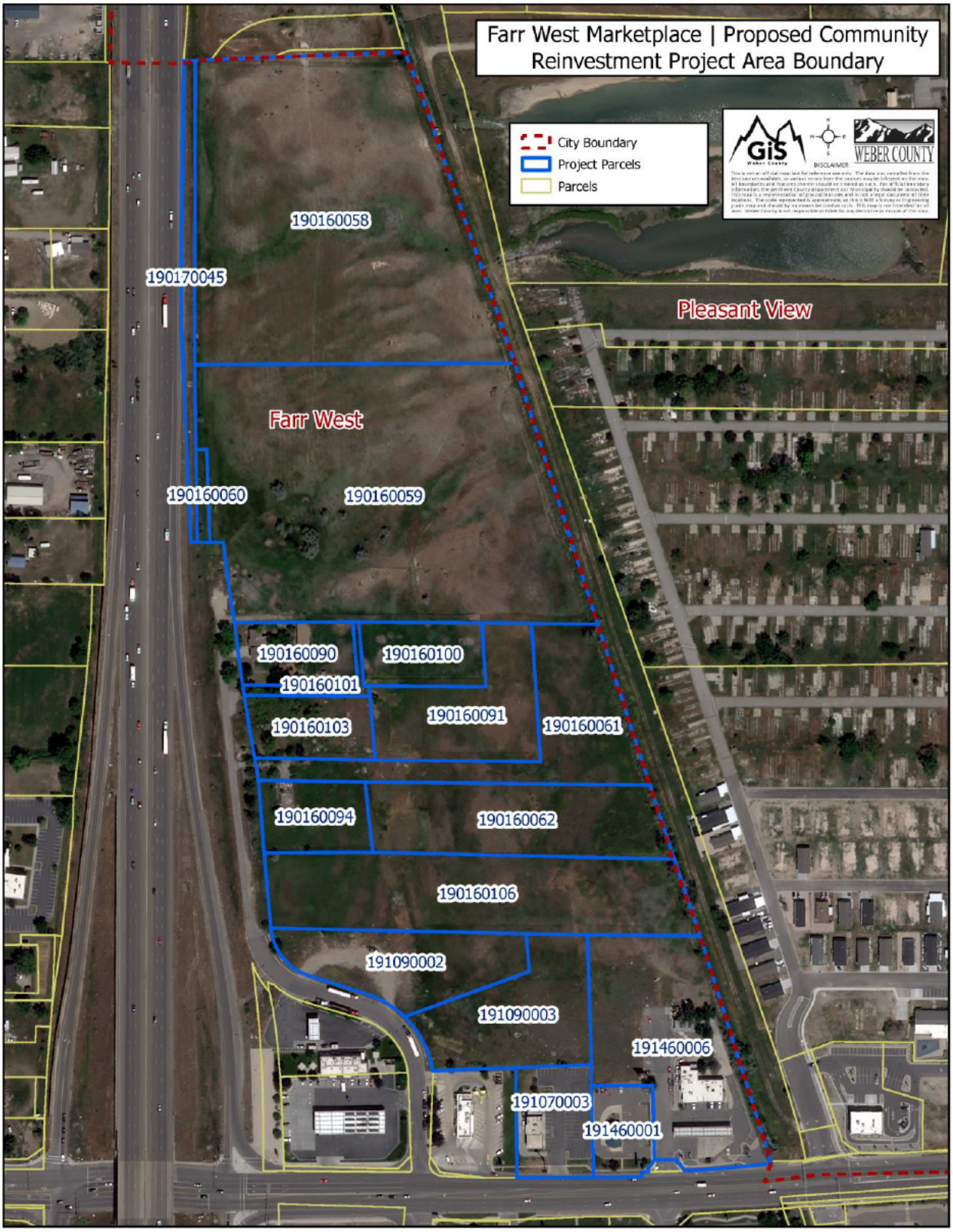
The area demonstrates very favorably for commercial, retail and multi-family development given its efficient transportation access points from I-15|I-84 and the abundant regional population.

The project area has very favorable access to and from I-15/I-84 at 2700 North with on and off ramps serving north and south bound interstate traffic. As well, 2700 North serves as a major east-west corridor providing direct connectivity to the communities of Farr West, North Ogden, Pleasant View.

Given geography and soil stability, *a primary hurdle to the development* is the sizeable amount of fill required to build within the project area. Earth work and fill is currently estimated at roughly $7.5M.

Access to primary infrastructure such as high voltage power transmission lines, natural gas, fiber, and water are considered efficiently accessible for the development.

SECTION F (continued) | Project area boundary map | 17C-5-105(1):



SECTION F | General Statements | 17C-5-105(2):

LAND USE

Permitted land uses in the Project Area will be those allowed by the officially adopted land use ordinances of the City and the General Plan of the City, subject to limitations imposed by the controls and guidelines of this Community Reinvestment Project Area Plan.

Land use is anticipated to be enhanced by the proposed development of the project area.

LAYOUT OF PRINCIPAL STREETS

The project area is essentially contiguous to I-84 | I-15 which runs along its western boundary with 2700 North located along the project areas southern boundary.

As the project area is absent a transportation corridor allowing access to, from and through the development a new road is a prominent component of the anticipated public infrastructure investment within the area.

POPULATION DENSITIES

No residential improvements currently exist within the project area.

Development of the project area is anticipated to include a 260-unit multi-family complex increasing residential population within the project area measurably. As well, the development may contribute to population increases within the city and surrounding communities.

BUILDING INTENSITIES

Three commercial improvements exist within the project area.

SECTION G | Standards for Community Development | 17C-5-105(3):

The standards for community development will follow the ordinances and policies of the city of Farr West.

DEVELOPMENT OBJECTIVES

- Development will occur and evolve in a manner to best benefit Farr West City, its residents, surrounding enterprise and neighboring communities.
- Development will likely encourage and promote expanded economic activity.
- Development will expand the community's access to quality goods, services, and employment opportunities.
- Development will promote attractive and functional buildings, streetscapes, parking areas and landscaping.
- Development will improve the tax base of Farr West, and other taxing entities.

GENERAL DESIGN OBJECTIVES

Subject to the development objectives and other provisions of this Plan, owners and developers will be allowed controlled flexibility in the development of land and buildings located within the Project Area. The various components of the development will be considered subject to:

- Development will meet or exceed standards within the municipal code.
- Applicable elements of the City's General Plan.
- Applicable development ordinances of the City.
- Applicable building codes and design standards of the City.
- Review and recommendation by the Reinvestment Agency of the City to ensure the development is consistent with this Plan.

BUILDING DESIGN OBJECTIVES

- New buildings will be in harmony with the surrounding area and appearance in addition to construction quality will be one of remarkably high quality.
- Be designed to relate to existing grade conditions with a minimum of grading and exposed foundation walls.
- Utilize high quality and low maintenance building materials.

SITE DESIGN OBJECTIVES

- Site design and development will use high quality materials for paving, retaining walls, fences, lighting, benches, and other site amenities.

- Incorporate parking lot design that considers safe and efficient vehicle and pedestrian movement and internal circulation while providing cross access to adjacent areas where appropriate.
- Provide landscaped, paved and graded pedestrian areas that are safe and separated where appropriate.
- Incorporate attractive and water efficient landscape areas consisting of plants, trees and turf consistent and appropriate to the character of the Project Area.
- To help preserve the finite water supply and facilitate the sustainable use of a limited water resource, the development will adhere to a Water Conservation Plan that, at a minimum, meets the State's regional water conservation goals (as outlined by the Division of Water Resources under Utah code 73-10-32).

PROJECT IMPLEMENTATION

The Farr West City Planning Commission and/or the City Council shall approve the design of all development within the Project Area to ensure development within is consistent with this Plan and meets or exceeds the requirements of the City Code.

City staff will notify the Reinvestment Agency of all requests for:

- Zoning changes.
- Design approvals.
- Site plan approval.
- Building permits within the Project Area.

SECTION H | How development will further the purpose of The Act | 17C-5-105(4):

By enabling localities to establish Community Reinvestment Agencies and project areas, Title 17C grants localities a primary tool for fostering and promoting quality community and economic development. The proposed Farr West Landing Community Reinvestment Project Area furthers the attainment of the purposes of Title 17C by addressing the following objectives:

- Improved Tax Base: Cities, school districts, counties, and other governmental entities are expected to provide services to their residents, business enterprise and visitors, but are often constrained by the limitations of revenues. Tax revenues, the product of a tax rate and the base on which a tax is levied, are key sources of local government revenue. Tax revenues grow by either increasing the tax base or increasing the tax rate. Development within the project area will diversify and improve the tax base.

- Enhancing employment and income opportunities for community residents, surrounding communities and the region.

- Providing necessary public and private infrastructure to the project area and surrounding areas which may encourage and promote additional development activities within or near the project area.

- Improved access to goods, services, and employment opportunities for residents, surrounding communities and the region.

ACTIVITIES CONTEMPLATED TO ACHIEVE PLAN

Activities contemplated in carrying out the Plan in the project area are anticipated to include the acquisition, clearance and construction of properties within the project area and the neighboring community of Pleasant View City.

- Acquisition and Clearance: Parcels of real property located in the Project Area may be acquired by purchase at fair market value.
- Construction: Restoration and renovation of existing buildings and the construction of new buildings will occur within the project area.
- Tax increment created from new development within the project area will enable expanded public and private infrastructure to support various phases of development and may be utilized to cover debt-service for investment in public assets.

SECTION I | How the plan will be consistent with and conform to the city's General Plan | 17C-5-105(5):

Primary objectives of the Farr West City General Plan:

- Enable and accommodate planned community growth.
- Generate a positive, long-term fiscal impact.
- Protect and promote the health, safety, and welfare of community residents.

The Project Area Plan is consistent with and will conform to the City's General Plan accordingly:

ACCOMMODATE COMMUNITY GROWTH

The General Plan specifically designates the project area to be developed for commercial uses and provides opportunity for future development of adjacent parcels. The Plan fosters and promotes managed development by participating in the development.

FISCAL IMPACT

The planned development within the Project Area will provide a positive financial impact by generating new tax revenues which benefit the residents of Farr West, the school district and other taxing entities as well as generating spin-off development that should enhance the fiscal well-being of surrounding communities and the region.

HEALTH, SAFETY, AND WELFARE OF COMMUNITY RESIDENTS

The proposed project is consistent with other general provisions of the City's General Plan including the positive, or neutral impact on the health, safety, and welfare of the community residents.

SECTION J | How project area development will eliminate or reduce a development impediment in the project area (if applicable) | 17C-5-105(6):

As no development impediments exist within the project as the area is primarily vacant, this section is not applicable.

SECTION K | Description of any specific project area development that is the object of the community reinvestment project area plan | 17C-5-105(7):

The primary objectives for this plan are:

- ✓ Support the implementation of public infrastructure that is necessary for a high-quality legacy commercial development.
- ✓ To facilitate locating a Target retail store within the project area.

SECTION L | Reasons for selection of project participant (if applicable) | 17C-5-105(8):

The City and the Agency have been diligent in their evaluation and vetting of the selected development organization, Woodsonia Real Estate Inc. (project participant). Woodsonia currently owns and or operates over 60 projects in the Midwest across 16 different communities. As well, Woodsonia is developing a large-scale commercial project in Logan, Utah very similar to that of the Farr West Landing project – the project in Logan also will include a Target retail center.

SECTION M | Reasons for selection of project area | 17C-5-105(9):

The project area was selected by the Agency as an area within the city having a strong opportunity to strengthen the economic base of the community by providing a public | private pathway for high quality commercial development. The project area is desirable for development because of:

- The project area contains approximately 50 acres of land, primarily vacant that can be developed.
- Transportation corridors within and contiguous to the project area provide efficient movement of goods, services, technology, and people.

- Farr West City is a relatively small community with limited opportunities for commercial development. The regional income and population demographics, transportation access to the area and the amount of vacant land within the project area create a premium development opportunity.
- The opportunity to commence a public | private partnership to improve this area of the city.

Specific boundaries of the project area were determined by the Agency after a review of the area by members of the Agency staff, an independent consultant and the development group.

Planned treatment of this area is intended to stimulate development to the degree necessary for sound, long-range economic growth in the project area and to encourage further development of real property in the surrounding areas.

SECTION N | Existing physical, social, and economic conditions | 17C-5-105(10):

PHYSICAL CONDITIONS

The Farr West Landing Community Reinvestment Project Areas is primarily vacant land with little to no activity on the land other than three relatively small commercial parcels on the southern boundary of the project area that run along 2700 North.

The topography is generally flat with no significant elevation or grade changes throughout the entire area.

Given geography and soil stability, a primary hurdle to the development is the sizeable amount of fill required to build within the project area. Earth work and fill is currently estimated at roughly $7.5M.

SOCIAL CONDITIONS

Generally, no measurable social conditions exist within the proposed project area.

AREA ECONOMIC CONDITIONS

Excerpts from the Utah Department of Workforce Services Economic Snapshot for Weber County (Jobs data, December 2024 | Unemployment and wage data, February 2025):

Weber County added 1,425 jobs in 2024, a 1.1% increase, led by strong growth in leisure and hospitality and construction. However, the county also saw mild losses in government and education/health jobs. The unemployment rate held at 3.2%, mirroring the state rate, while UI claims were flat year-over-year. Wages grew 4.3%, in line with the state average, with notable strength in the information industry and sharp losses in mining. Taxable sales rose 6.7% in Q4, and Weber remains one of only five counties to top $1 billion in quarterly sales.

The unemployment rate in Weber County was 3.2% in February 2024. This is the same rate as the state, which is lower than the national rate of 4.1%. Weber County's average wage reached $4,971 in Q4 2024, matching the state's 4.3% annual growth rate. Over two years, wages rose by $360, or 7.8%.

Farr West City property tax levy is relatively low and like most municipalities in Utah the city is heavily dependent on revenue generated from sales tax revenue and fees.

Total cumulative revenue for the city has remained generally stable over the last five years with moderate increases to accommodate growth and the related services. Appropriate opportunities for net revenue growth are vital to maintaining healthy and stabilized financial objectives to provide the community with needed services, resources and access to desired community assets.

SECTION O | Incentives to private entities | Primary use and purpose of tax increment | 17C-5-105(11):

INCENTIVES:

Subject to the establishment of the project area, the following generally describes tax or other incentives which the Agency intends to offer to private development in consideration of measurable private investment and risk.

The Agency intends to provide support to the project in the form of sales tax increment generated from new retail sales within the project area as well as the abatement of certain fees associated with the development.

PRIMARY USE OF TAX INCREMENT:

The City and the Agency require that public tax increment funding be limited to investment in public assets. Tax increment contributions to the Farr West Landing project will be limited to supporting public infrastructure needs within the project area as well as infrastructure needs outside the area that benefit property or development inside the project area.

Public infrastructure includes: traffic safety, roads, sidewalks, curb and gutter, public parking, water, sewer, gas, power, technology framework and other public infrastructure components as determined to be appropriate by the Agency and participating entities.

PUBLIC COSTS ASSOCIATED WITH THE PROPOSED PROJECT

The cost of public or municipal services generated from specific geographic boundaries within Farr West City vary dependent upon the level of services provided. It is anticipated that there are no extraordinary costs of providing municipal services associated with the type of development likely to occur within the project area other than a potential increase in public

safety costs. As such, the city in cooperation with the development company has agreed to share in such costs for the life of the tax increment period (15-years) with defined parameters.

Should the Agency determine other components of development within the project area will consume a measurable degree of municipal services and that such demand of services increases cost to the city, or a participating entity, the Agency may elect to amend the relative agreements to reapportion tax revenue and or increment to cover such costs.

SECTION P | Taxing entities proposed to participate:

This Plan is subject to an Interlocal Agreement with Farr West City for their contribution of Sales Tax Increment.

SECTION Q | Rational for the use of tax increment and analysis of whether the proposed project area development might reasonably be expected to occur in the foreseeable future without the use of tax increment. | 17C-5-105(13):

PRIMARY PURPOSE FOR THE AGENCY OFFERING PUBLIC FUNDING SUPPORT:

1. Enabling tax increment in the structure proposed for the Farr West Landing project by the Agency *is strictly contingent on the development of an operating Target retail store no later than 2029.* Target retail centers are legacy assets to communities that provide long-term financial benefits in addition to garnering other national retail operations that will be located within the project area.
2. Tax increment will aid in offsetting *a portion* of the high cost associated with public infrastructure investment that would normally be entirely an expense consumed by the developer.
3. The selected development organization, Woodsonia Real Estate has the experience, tenacity and capital access to handle the complex hurdles of large-scale commercial development.
4. Public facilitation supporting investment in public infrastructure will allow the proposed development to move forward more expediently, ensuring a timely return on and recapture of the public investment.
5. The project area in general has been the focus of potential economic development opportunities for generations. The proposed development with the articulated private |

public partnership will bring the long desired economic opportunities to fruition with a measurable net-benefit to Farr West, surrounding communities and the region.

6. The public contribution proposed is anticipated to generate a durable return on investment exceeding 1,000%.

BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

The beneficial influence on the community tax base will happen through a measurable increase of property and sales tax revenues specifically generated from increased investment and trade within the Project Area.

Property Tax: The 2024 assessed value of all taxable real property in the project area is approximately $9.85M, generating just under $100,000 annually in property tax revenue to the taxing entities associated with the project area. Of the current $100,000 in property tax, Farr West city's annual proportion is roughly $3,270. Upon completion of the development, the assessed value is estimated to be $101M creating over $550,000 in new property tax revenue for all taxing entities associated with the project area with the share to Farr West at an estimated $33,000.

Sales Tax: New sales tax revenue anticipated from the development is estimated to exceed $7M annually across all components of the current 7.25% sales tax mix (annual average calculated using the first 15 years of the development). Contributions to the transportation elements of the sales tax should experience an increase of $1M annually with the County option generating close to $265,000 annually, boosting RAMP revenue in excess of $100,000 and Farr West city receiving just over $1M annually in new sales tax revenue – post tax increment financing period.

ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY

As development within the project area evolves, it is anticipated more customers will be drawn to the greater geographic area as well, generating additional tax revenues and encouraging expanded investment. Existing businesses in the general area encouraged to also expand investment in their operations to leverage the increase in customer base - all beneficial improvements to the tax base of Farr West, surrounding communities and the region.

EXHIBITS

Exhibit A | Net-Benefit Analysis| 17C-5-105(12)
Exhibit B | Project Area Sales Tax Budget
Exhibit C | Legal Descriptions of Project Area

FARR WEST CITY

Exhibit A

Farr West City Community Reinvestment Agency

Net Benefit Analysis: Revenue and ROI | Farr West Landing

Public | Private Investment Share

Private Investment:			
Property Acquisition	10%	$	23,500,000
Site Preparation & Infrastructure	16%		35,000,000
Retail	44%		99,400,500
Multi-Family	29%		66,000,000
Total Development Costs	**100%**	**$**	**223,900,500**
Public Investment:			
WACOG Transportation Funds	2.42%	$	(5,427,000)
Farr West City Fee Reimbursement	0.39%		(877,000)
Farr West Sales Tax Increment	3.13%		(7,000,000)
Total Public Investment	**6%**	**$**	**(13,304,000)**
Total Private Investment	**94%**	**$**	**210,596,500**

Initial Return on Investment (within the 15 year term)

Investment Gain | Real Estate	**$**	**210,596,500**	**Return on Investment**	**1783%**

Sales Tax Experience | New Annual Revenue

Average of first 15 years of project - Before LS distribution to Agency

Annual Average (based on first 15-years)			
State Sales Tax | ST	State of Utah	$	5,143,250
Local Sales & Use Tax | LS	50% Point-of Sale |50% Distribution		1,060,464
County Option Sales Tax | CO	Weber County		265,116
Mass Transit Tax | MT	UTA (1st quarter)		265,116
Additional Mass Transit | MA	UTA (2nd quarter)		265,116
Supplemental Mass Transit Tax | SM	UTA (add to 2nd quarter)		53,023
County Option Transportation | CT	WACOG (3rd quarter)		265,116
Transportation Infrastructure | AT	Prop One (4th quarter)		265,116
R.A.M.P Tax | CZ	Ramp		106,046
		$	**7,688,363**

In addition to the fiscal benefits noted above, the Project is estimated to create 290 construction jobs through the duration of the development, and an additional 350 new full-time jobs associated with the new businesses generated within the development.

FARR WEST CITY

Exhibit B

Farr West Community Reinvestment Agency

Proposed Community Reinvestment Project Area Budget | Sales Tax Revenue Contribution

Farr West City | Farr West Landing

		Year			**1**	**2**	**3**	**4**	**5**		**6**	**7**	**8**	**9**	**10**		**11**	**12**	**13**	**14**	**15**
GROSS SALES VOLUME					2029	2030	2031	2032	2033		2034	2035	2036	2037	2038		2039	2040	2041	2042	2043
Anchor Sales					$ 75,548,000	$ 75,548,000	$ 76,681,220	$ 77,831,438	$ 78,998,910		$ 80,183,894	$ 81,386,652	$ 82,607,452	$ 83,846,563	$ 85,104,262		$ 86,380,826	$ 87,676,538	$ 88,991,686	$ 90,326,562	$ 91,681,460
Pad Site Sales					11,141,875	21,796,250	22,123,194	22,455,042	22,791,867		23,133,745	23,480,751	23,832,963	24,190,457	24,553,314		24,921,614	25,295,438	25,674,870	26,059,993	26,450,892
Updated Gross Revenue (3-2025)					*$ 86,689,875*	*$ 97,344,250*	*$ 98,804,414*	*$ 100,286,480*	*$ 101,790,777*		*$ 103,317,639*	*$ 104,867,403*	*$ 106,440,414*	*$ 108,037,021*	*$ 109,657,576*		*$ 111,302,440*	*$ 112,971,976*	*$ 114,666,556*	*$ 116,386,554*	*$ 118,132,353*
Tax Type																					
Sales and Use Taxes	Ending Source	Rate	Average	**Total 1 -5**			**Year 1 thru 5**			**Total 6 - 10**			**Year 6 thru 10**			**Total 11 - 15**			**Year 11 thru 15**		
State Sales Tax | ST	State of Utah	4.85%	5,143,250	23,518,416	4,204,459	4,721,196	4,792,014	4,863,894	4,936,853	25,817,523	5,010,905	5,086,069	5,162,360	5,239,796	5,318,392	27,812,804	5,398,168	5,479,141	5,561,328	5,644,748	5,729,419
Local Sales & Use Tax | LS	*50% Point-of Sale, 50% Distribution*	*1.00%*	1,060,464	*4,849,158*	*866,899*	*973,443*	*988,044*	*1,002,865*	*1,017,908*	*5,323,201*	*1,033,176*	*1,048,674*	*1,064,404*	*1,080,370*	*1,096,576*	5,734,599	*1,113,024*	*1,129,720*	*1,146,666*	*1,163,866*	*1,181,324*
County Option Sales Tax | CO	Weber County	0.25%	265,116	1,212,289	216,725	243,361	247,011	250,716	254,477	1,330,800	258,294	262,169	266,101	270,093	274,144	1,433,650	278,256	282,430	286,666	290,966	295,331
Mass Transit Tax | MT	UTA (1st quarter)	0.25%	265,116	1,212,289	216,725	243,361	247,011	250,716	254,477	1,330,800	258,294	262,169	266,101	270,093	274,144	1,433,650	278,256	282,430	286,666	290,966	295,331
Additional Mass Transit | MA	UTA (2nd quarter)	0.25%	265,116	1,212,289	216,725	243,361	247,011	250,716	254,477	1,330,800	258,294	262,169	266,101	270,093	274,144	1,433,650	278,256	282,430	286,666	290,966	295,331
Supplemental Mass Transit Tax | SM	UTA (add to 2nd quarter)	0.05%	53,023	242,458	43,345	48,672	49,402	50,143	50,895	266,160	51,659	52,434	53,220	54,019	54,829	286,730	55,651	56,486	57,333	58,193	59,066
County Option Transportation | CT	WACOG (3rd quarter)	0.25%	265,116	1,212,289	216,725	243,361	247,011	250,716	254,477	1,330,800	258,294	262,169	266,101	270,093	274,144	1,433,650	278,256	282,430	286,666	290,966	295,331
Transportation Infrastructure | AT	Prop One (4th quarter)	0.25%	265,116	1,212,289	216,725	243,361	247,011	250,716	254,477	1,330,800	258,294	262,169	266,101	270,093	274,144	1,433,650	278,256	282,430	286,666	290,966	295,331
R.A.M.P Tax | CZ	Ramp	0.10%	106,046	484,916	86,690	97,344	98,804	100,286	101,791	532,320	103,318	104,867	106,440	108,037	109,658	573,460	111,302	112,972	114,667	116,387	118,132
Cumulative		7.25%		$ 35,156,395	$ 6,285,016	$ 7,057,458	$ 7,163,320	$ 7,270,770	$ 7,379,831	$ 38,593,204	$ 7,490,529	$ 7,602,887	$ 7,716,930	$ 7,832,684	$ 7,950,174	**$ 41,575,841**	$ 8,069,427	$ 8,190,468	$ 8,313,325	$ 8,438,025	$ 8,564,596
Sales Tax Revenue Available for Agency Consideration				**50.02%**	**$ 2,425,549**	**$ 433,623**	**$ 486,916**	**$ 494,220**	**$ 501,633**	**$ 509,157**	**$ 2,662,665**	**$ 516,795**	**$ 524,547**	**$ 532,415**	**$ 540,401**	**$ 548,507**	**$ 2,868,446**	**$ 556,735**	**$ 565,086**	**$ 573,562**	**$ 582,166**	**$ 590,898**
New Sales Tax to City				**15%**	**$ 363,832**	**$ 65,043**	**$ 73,037**	**$ 74,133**	**$ 75,245**	**$ 76,374**	**15%**	**$ 399,400**	**$ 77,519**	**$ 78,682**	**$ 79,862**	**$ 81,060**	**$ 82,276**	**15%**	**$ 430,267**	**$ 83,510**	**$ 84,763**	**$ 86,034**	**$ 87,325**	**$ 88,635**
Incremental Sales Tax to Agency				***85%***	***$ 2,061,716***	***$ 368,579***	***$ 413,879***	***$ 420,087***	***$ 426,388***	***$ 432,784***	***85%***	***$ 2,263,265***	***$ 439,276***	***$ 445,865***	***$ 452,553***	***$ 459,341***	***$ 466,231***	***85%***	***$ 2,438,179***	***$ 473,225***	***$ 480,323***	***$ 487,528***	***$ 494,841***	***$ 502,263***

Total Increment to Agency: $ 6,763,161

New Sales Tax to City $ 1,193,499

Exhibit C

FARR WEST COMMUNITY REINVESTMENT AGENCY
FARR WEST LANDING
COMMUNITY REINVESTMENT SURVEY AREA BOUNDARY LEGAL DESCRIPTIONS

190160058

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U. S. SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 42 RODS, THENCE EAST 39.86 RODS, THENCE NORTH 19D WEST 44.418 RODS, THENCE WEST 25.4 RODS TO PLACE OF BEGINNING.

190160059

PART OF THE SOUTHWEST QUARTER OF SECTION 25, AND PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT ON THE SECTION LINE 1398.50 FEET NORTH ON THE SECTION LINE WEST 592.5 FEET TO THE EAST LINE OF COUNTY ROAD; THENCE NORTH 0D15' WEST 330 FEET; THENCE NORTH 89D35' EAST 596.2 FEET FROM THE SOUTHWEST CORNER OF SECTION 25; RUNNING THENCE NORTH 200 FEET; THENCE NORTH 89D35' EAST 673.7 FEET TO THE WEST LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 19D1' EAST 646.4 FEET ALONG SAID RIGHT-OF-WAY; THENCE WEST TO A POINT 17 FEET EAST OF WEST LINE OF SAID QUARTER SECTION AND EAST LINE OF INTERSTATE HIGHWAY; THENCE NORTHERLY 122 FEET, MORE OR LESS, ALONG SAID LINE OF CURVE TO THE RIGHT R = 5704.58 FEET; THENCE WEST 50 FEET; THENCE NORTH 1D14' WEST TO A POINT SOUTH 89D35' WEST FROM BEGINNING; THENCE NORTH 89D35' EAST TO BEGINNING.

190160060

PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 15-8, BEING PART OF AN ENTIRE TRACT OF PROPERTY IN THE NORTHEAST QUARTER SOUTHEAST QUARTER OF SECTION 26, AND THE NORTHWEST QUARTER SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTH BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 25.0 FEET RADIALLY DISTANT EASTERLY FROM THE CENTER LINE OF A FRONTAGE ROAD FOR SAID PROJECT, WHICH POINT IS 1330.02 FEET NORTH AND APPROXIMATELY 17 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE NORTHERLY 122 FEET, MORE OR LESS, ALONG THE ARC OF A 5704.58 FOOT RADIUS CURVE TO THE RIGHT TO A POINT OPPOSITE FRONTAGE ROAD ENGINEER STATION 33+02.54 (NOTE: TANGENT TO SAID CURVE AT ITS POINT OF BEGINNING BEARS APPROXIMATELY NORTH 2D27' WEST, THENCE SOUTH 88D46' WEST 50.0 FEET, THENCE NORTH 01D14' WEST 525 FEET, MORE OR LESS, TO A NORTH BOUNDARY LINE OF SAID ENTIRE TRACT, THENCE WEST 247 FEET, MORE OR LESS, ALONG SAID NORTH BOUNDARY LINE TO A POINT 120.0 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE CENTER LINE OF SAID PROJECT, THENCE SOUTH 0D12' WEST 123 FEET, MORE OR LESS, TO A

POINT OPPOSITE PROJECT ENGINEER STATION 1465+00, THENCE SOUTH 02D14' WEST 453 FEET, MORE OR LESS, TO A SOUTH BOUNDARY LINE, THENCE EAST 314 FEET, MORE OR LESS, ALONG SAID LAST MENTIONED SOUTH BOUNDARY LINE TO THE EAST LINE OF SAID SECTION 26, THENCE SOUTH 68 FEET, MORE OR LESS, ALONG SAID EAST BOUNDARY LINE TO THE SOUTH BOUNDARY LINE OF SAID ENTIRE TRACT, THENCE EAST 17 FEET, MORE OR LESS, ALONG SAID SOUTH BOUNDARY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH. THE ABOVE-DESCRIBED PARCEL OF LAND CONTAINS 3.55 ACRES.

190160061

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT ON THE SECTION LINE 1330.02 FEET NORTH AND 739.88 FEET, MORE OR LESS, EAST FROM THE SOUTHWEST CORNER OF SECTION 25, THENCE EAST 100.52 FEET TO THE WEST LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, THENCE SOUTH 19D01' EAST 399.2 FEET ALONG SAID LINE, THENCE WEST 922.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HWY I-15, THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE 60 FEET, MORE OR LESS, THENCE EAST 680 FEET, [THENCE NORTH 325 FEET TO BEGINNING.] [NOTE: THE BRACKETED AREA APPEARS TO BE IN CONFLICT WITH NEW DEED E# 2446438 (MISSING LAST CALL)].

190160062

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT ON THE SECTION LINE 771.02 FEET NORTH AND EAST 311 FEET, MORE OR LESS, OF THE SOUTHWEST CORNER OF SAID SECTION 25, AND RUNNING THENCE NORTH 176 FEET; THENCE EAST 664.7 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 19D01' EAST 184.68 FEET ALONG SAID LINE TO A POINT EAST OF BEGINNING; THENCE WEST 719.74 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. CONTAINING 2.78 ACRES, M/L.

190160090

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF INTERSTATE HIGHWAY NO. 15, SAID POINT BEING 1330.02 FEET NORTH ALONG THE SECTION LINE AND 17 FEET, MORE OR LESS, EAST FROM THE SOUTHWEST CORNER OF SAID SECTION, RUNNING THENCE EAST 300.00 FEET, THENCE SOUTH 150.00 FEET, THENCE WEST 290 FEET, MORE OR LESS, TO THE EAST LINE OF INTERSTATE HIGHWAY NO. 15, THENCE NORTHWESTERLY 150 FEET, MORE OR LESS, ALONG SAID EAST LINE TO THE POINT OF BEGINNING. CONTAINS 1.0 ACRE.

190160091

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 1330.02 FEET NORTH AND 621.59 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 25, RUNNING THENCE EAST 118.29 FEET, THENCE SOUTH 325 FEET, THENCE WEST 396.34 (SHOULD BE FEET), THENCE NORTH 175.00 FEET TO A POINT WHICH IS 278.15 FEET WEST AND 150 FEET SOUTH FROM THE POINT OF BEGINNING, THENCE EAST 278.15 FEET, THENCE NORTH 150 FEET TO THE POINT OF BEGINNING.

190160094

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF INTERSTATE HIGHWAY I-15 771.02 FEET NORTH AND 73 FEET, MORE OR LESS, EAST OF THE SOUTHWEST CORNER OF SAID SECTION 25, RUNNING THENCE NORTH 6D30' WEST 157 FEET, MORE OR LESS; THENCE NORTHERLY ALONG THE ARC OF A 5704.58 FOOT RADIUS CURVE TO THE RIGHT 20 FEET, MORE OR LESS; THENCE EAST 258 FEET, MORE OR LESS; THENCE SOUTH 176 FEET, MORE OR LESS, TO A POINT EAST OF BEGINNING; THENCE WEST 238 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRE, M/L.

190160100

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 1330.02 FEET NORTH AND 331.19 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 25, RUNNING THENCE EAST 290.40 FEET, THENCE SOUTH 150.00 FEET, THENCE WEST 290.40 FEET, THENCE NORTH 150.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.00 ACRES.

190160101

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS 1330.02 FEET NORTH AND 317 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 25, RUNNING THENCE EAST 14.19 FEET, THENCE SOUTH 150 FEET, THENCE EAST 12.25 FEET, THENCE SOUTH 25 FEET, THENCE WEST 296.48 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HWY I-15, THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE 16.95 FEET, MORE OR LESS, THENCE EAST 290 FEET, THENCE NORTH 150 FEET TO THE POINT OF BEGINNING.

190160103

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY I-15 1' PERPENDICULARLY DISTANT EASTERLY FROM AN EXISTING FENCE, AND POINT BEING 1005.02 FEET NORTH AND 59.79 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 25, RUNNING THENCE NORTHWESTERLY ALONG THE ARC OF A 5704.58 FOOT RADIUS CURVE 150.55 FEET TO THE RIGHT (LC-150.55 FEET NORTH 4D53'13" WEST) 1' EASTERLY OF SAID FENCE THENCE EAST 296.48 FEET; THENCE SOUTH 150.00 FEET; THENCE WEST 283.66 FEET TO THE POINT OF BEGINNING. RESERVING UNTO GRANTOR A RIGHT OF WAY FOR INGRESS AND/OR EGRESS TO BE TERMINATED UPON GRANTOR RECEIVING FULL AND COMPLETE PAYMENT OF TRUST DEED NOTE BEING CARRIED BY SAID GRANTOR, RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY I-15 1 FOOT PERPENDICULARLY DISTANT EASTERLY FROM AN EXISTING FENCE SAID POINT BEING 1005.02 FEET NORTH AND 59.79 FEET EAST AND NORTHWESTERLY ALONG THE ARC OF A 5704.58 FOOT RADIUS CURVE 150.55 FEET TO THE RIGHT (LC-150.55 FEET NORTH 4D53'13" WEST) 1 FOOT EASTERLY OF SAID FENCE RUNNING THENCE EAST 301.48 FEET, THENCE SOUTH 20 FEET THENCE WEST 301.48 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID HIGHWAY THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING.

190160106

PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 301.45 FEET NORTH AND 1192.9 FEET EAST, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD AND 313.97 FEET NORTH 19D01' WEST FROM THE SOUTHWEST CORNER OF THE SAID QUARTER SECTION, AMD RUNNING THENCE NORTH 19D01' WEST ALONG SAID RAILROAD RIGHT OF WAY LINE 182.82 FEET, THENCE WEST 957.74 FEET, MORE OR LESS, TO A POINT WHICH IS 73 FEET FROM THE WEST LINE OF SAID QUARTER SECTION AND BEING ON THE EAST LINE OF FREEWAY, THENCE SOUTH 6D30' EAST ALONG FREEWAY EAST LINE 175 FEET, THENCE EAST TO THE POINT OF BEGINNING.

190170045

PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE WEST 65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE INTERSTATE HIGHWAY 15, THENCE SOUTH 0D12' WEST 378 FEET, THENCE SOUTH 1D15'14" EAST 282 FEET, THENCE EAST 39 FEET, THENCE NORTH 10 CHAINS TO BEGINNING. CONTAINING 0.78 ACRE, M/L.

191090002

ALL OF LOT 5R, MAVERIK FAMILY TRAVEL PLAZA COMMERCIAL SUBDIVISION PHASE 2, FARR WEST CITY, WEBER COUNTY, UTAH.

191090003

ALL OF LOT 6R, MAVERIK FAMILY TRAVEL PLAZA COMMERCIAL SUBDIVISION PHASE 2, FARR WEST CITY, WEBER COUNTY, UTAH.

191070003

ALL OF LOT 3 (R), MAVERIK FAMILY TRAVEL PLAZA COMMERCIAL SUBDIVISION PHASE 1, FARR WEST CITY, WEBER COUNTY, UTAH.

191460001

ALL OF LOT 1, R B MCFARLAND SUBDIVISION, FARR WEST CITY, WEBER COUNTY, UTAH. EXCEPTING THEREFROM THAT PORTION DEEDED TO UDOT E#19376412365-2119.

191460006

ALL OF LOT 2, R B MCFARLAND SUBDIVISION, FARR WEST CITY, WEBER COUNTY, UTAH. LESS AND EXCEPTING: THEREFROM THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED, RECORDED AS E# 1947924 IN BOOK 2386 AT PAGE 1525 BEING THE FOLLOWING DESCRIBED PARCEL, A PARCEL OF LAND IN FEE FOR THE WIDENING OF EXISTING HIGHWAY STATE ROUTE 134 KNOWN AS PROJECT NO.SP-0134(2)11, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN LOT 2 OF RB MCFARLAND SUBDIVISION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 7 NORTH, RANGE

2WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, WHICH POINT IS 61.87 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OFSAID PROJECT AT ENGINEERS STATION 18+57.17 AND RUNNING THENCE NORTH 0D41'12" WEST 23.13 FEET, ALONG THE WESTERLY LOT LINE OF SAID LOT 2 TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE NORTH 88D08'58" EAST60.00 FEET TO A POINT 85.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTH 41D29'44" EAST28.98 FEET TO THE BEGINNING OF A NON TANGENT CURVE AT A POINT IN THE SOUTHERLY LOT LINE OF SAID LOT 2, WHICH POINT IS 62.60FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE, THENCE SOUTHWESTERLY 78.95 FEET ALONG THE ARC OF A1857.10-FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD BEARS SOUTH 87D33'32" WEST FOR A DISTANCE OF 78.95 FEET) TO THEP OINT OF BEGINNING. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

Sidewalk Management, Maintenance & Inspection Program (SMMIP)

Purpose

The purpose of the Sidewalk Management, Maintenance, and Inspection Program (SMMIP) is to establish a proactive, systematic, and defensible approach to ensuring sidewalks are safe, accessible, and compliant with applicable standards. This program reduces liability exposure, improves public safety, supports ADA compliance, and extends the life of sidewalk infrastructure.

Program Objectives

The SMMIP is designed to:

- Identify and correct sidewalk hazards before they cause injury
- Maintain compliance with ADA, PROWAG, and local accessibility requirements
- Reduce slip, trip, and fall claims and associated legal exposure
- Prioritize maintenance funding using risk-based decision making
- Create defensible inspection records and repair histories
- Improve walkability, mobility, and public confidence

Program Scope

This program applies to all sidewalks, curb ramps, pedestrian pathways, crosswalks, and pedestrian-related concrete infrastructure owned, operated, or maintained by the organization, including:

- Public rights-of-way
- Parks, campuses, and public facilities
- Parking lots and internal pedestrian routes
- Trails and shared-use paths

Program Components

1. Asset Inventory

All sidewalks and pedestrian assets should be mapped and inventoried using GIS or an equivalent asset management system. Each segment should include:

- Location
- Length and width
- Surface type
- Age (if known)
- Adjacent land use
- ADA features (ramps, landings, detectable warnings)

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2. Inspection Program

Sidewalks will be inspected on a defined cycle based on risk level:

Area Type	Inspection Frequency
Downtown, schools, transit, high pedestrian volume	1–2 times per year
Residential neighborhoods	Every 2–3 years
Low-use or rural areas	Every 3–5 years
After major storms or construction	As needed

Inspections will document:

- Vertical displacement (lips, cracks, heaving)
- Surface defects (spalling, potholes, broken panels)
- ADA compliance (cross slope, running slope, ramp condition)
- Obstructions (vegetation, poles, utility conflicts)
- Drainage and ponding
- Utility access covers, water meter and manhole covers
-

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3. Condition Rating System

Each sidewalk segment will be assigned a **condition and risk score** based on:

- Size of defect

- Trip hazard severity
- Pedestrian exposure
- ADA impact
- History of complaints or claims

Ratings will fall into:

- **Priority 4** – <.25” of variation - No action required
- **Priority 3** – .25-1” of variation - Monitor and schedule repair if between .5”-1”
- **Priority 2** – 1-2” of variation - Repair required
- **Priority 1** – >2” of variation - Immediate hazard; temporary mitigation required

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4. Maintenance & Repair Standards

Repairs will follow established engineering and accessibility standards including:

- ADA and PROWAG requirements
- Local sidewalk design standards

Approved repair methods may include:

- Panel replacement
- Grinding
- Asphalt or concrete patching
- Mud-jacking or slab leveling
- Curb ramp upgrades

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5. Prioritization Framework

Projects will be prioritized using a risk-based model that considers:

- Safety risk (Priority 1 followed by Priority 2)
    - Within 24 hours:
        - Clearly mark with safety yellow paint or close and barricade section.
        - Schedule for immediate repair/replacement as soon as possible

    - ADA non-compliance
    - Pedestrian volume
    - Proximity to schools, transit, and public buildings
    - Cost vs. benefit
    - This ensures funding is spent where it reduces the greatest risk and improves accessibility the most.

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6. Work Order & Tracking System

All hazards, inspections, and repairs will be tracked in a centralized system that records:

- Date of inspection
- Inspector name
- Condition ratings
- Photos
- Repair type
- Date of completion
- Contractor or crew
- This creates a defensible record for claims, audits, and ADA reviews.

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7. Public Reporting & Response

A reporting system will allow the public to submit sidewalk concerns. All complaints will be:

- Logged
- Inspected within 24 hours
- Assigned a risk level
- Tracked through resolution

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8. Legal & Risk Management Integration

The SMMIP creates documented proof of reasonable care by demonstrating:

- Routine inspections
- Timely response to hazards

- Consistent repair standards
- ADA compliance efforts

This reduces exposure in personal injury and accessibility lawsuits.

Performance Metrics

The program will track:

- Miles of sidewalk inspected annually
- Number of hazards identified
- Percentage of high-risk defects repaired
- Average response time
- Reduction in claims and complaints
- ADA compliance improvements

Conclusion

A formal Sidewalk Management, Maintenance, and Inspection Program allows the organization to move from reactive repairs to a proactive, data-driven system that protects the public, controls costs, improves accessibility, and reduces legal risk.

Sidewalk and Gutter Defects

Sidewalk and gutter defects refer to any sidewalk or gutter anomaly causing or potentially causing a safety risk or functionality issue. Defects are identified through inspections as well as individuals informing the organization of the issue. Each defect is inspected and the information is recorded. The Defect Rating System is as follows:

1. LOW - Defect is visible.
2. MODERATE - Defect is a potential hazard.
3. HIGH - Defect is a safety hazard or non-functional.
4. EXTREME - Defect is hazardous. Priority replacement.

Defect descriptions are divided into several categories.

1. **Cracking and Holes:** (Causes: Compaction issues, heavy drive loads, expansion)

- Low - Crack or hole is visible but not causing unsafe conditions. (Hairline cracks)
- Moderate - 1/4" - 1/2" separation, lift, settle or chipping.
- High - Between 1/2" and 1" separation, lift, settle or chipping.
- Extreme - Greater than 1" separation, lift, settle or chipping.

2. **Settling and Heaving:** (Causes: Trees, utilities, poor compaction)
    - Low - < 1/2".
    - Moderate - 1/2" to 1".
    - High - >1" to 2".
    - Extreme - > than 2".

3. **Spalling:** (Causes: Weak surface, freeze/thaw cycles, poor mix design or over

finishing)

- Low - Minimal shallow, random flaking.
- Moderate - Up to 25% of the slab is spalling. Exposed aggregate, 1/2" recesses.
- High - Up to 50% of the slab is spalling. Exposed aggregate, >1/2" recesses.
- Extreme - Over 50% of the slab is spalling. Exposed aggregate, > 3/4" recesses.

4. **Drainage:** (Causes: Settling, improper grade)

- Low - Small area puddle.
- Moderate - Water puddles to the road surface.
- High - Water puddles onto the road or approach causing damage or ice buildup or water backup.
- Extreme - Water puddles onto the road or sidewalk causing damage, flooding or ice buildup.

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 2/5/26 Applicant Name DENYSE McLAUGHLIN

Mailing Address 3112 N. PELICAN DR, FARR WEST, UT 84404

Phone Number [redacted]

Property address of proposed conditional use S/A Current Zoning: _____

Please list the requested conditional use as listed within the city zoning ordinance DADU CC: 17.44.220

PLEASE SEE ATTACHED

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.

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.

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

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

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.

Signature of Applicant Property Owner? Y N

Date Application & $100.00 Processing Fee received 2/06/2026

Received by McKinzie Tams

Date of public hearing: 2/06/2026

Date application was ____ Approved ____ Denied by Planning Commission

Conditions/Reasons

Date application was ____ Approved ____ Denied by City Council:

Conditions/Reasons

Planning Commission Chair

Mayor

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.

Answer:

We purchased the house located at 3112 N Pelican Dr on January 16, 2026, with the intention to live here full time and to legally permit the existing DADU for our family's use. The beauty of this unique property is that there will be little to no need the physically add to or change the exterior of the current structure. Mike is a retired Fire Chief and currently works for Western Fire Chiefs. Denyse is retired and was a former paramedic and soccer director of coaching.

We chose this community for its many assets, location and the small community feel. Access to Hwy 15 is key for our daughter and son-in-law to easily and safely commute to their places of employment. Our daughter works as a BSN at an Ogden hospital, and our son in law is in IT with office hours on Hills Base. We are regular childcare providers for our grandchildren ages 3.5 and 10 months. They want to raise their children in a country setting while having the benefit of accessing their jobs, raising their family in a safe community, and being able to access the benefits of the surrounding community.

Together we will share the property to raise animals for fun and responsibility, garden, and have room to grow and play. By being together, we improve each other's lives, and we can share the needs of the family physically, emotionally, and financially.

Between the two families, we will access the wonderful parks, take part in community events, and develop meaningful ties to Farr West.

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.

Answer:

We have never been detrimental to the "health, safety and general welfare" of any community. We keep good, open relationships with our neighbors. Our properties have always been well maintained and landscaped, and our homes are kept tidy. We are helpful and active as families, and we look for opportunities to participate in community events. We cannot imagine any way in which we would not be compatible.

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

Answer:

The permitting of this DADU will "integrate moderate-income housing" within the Farr West city limits and the limits of our property. This DADU will not change the footprint of any structure already existing on the property. It will not impact the open spaces that we currently enjoy on this 1.2 acre property.

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

Answer:

2.5.2026

"Farr West City promotes development that will enrich the quality of life in Farr West for the existing and future citizens. It is required that those developing land in Farr West act in the best interest of the city and its citizens." (pg 7 General Plan).

The development of this DADU allows for both of our families to share the property and work together to enjoy the land and enrich our lives with the raising of the children. We as families, will make minimal impact on the property itself, other than the maintenance of an already beautiful house and coordinating/complimentary structure to be used as a DADU.

We will serve to support the city with our time and energy, and it is our expectation that our grandchildren will attend local schools, participate in sports and animal activities. We certainly hope that the City will know us as the wonderful people we are!

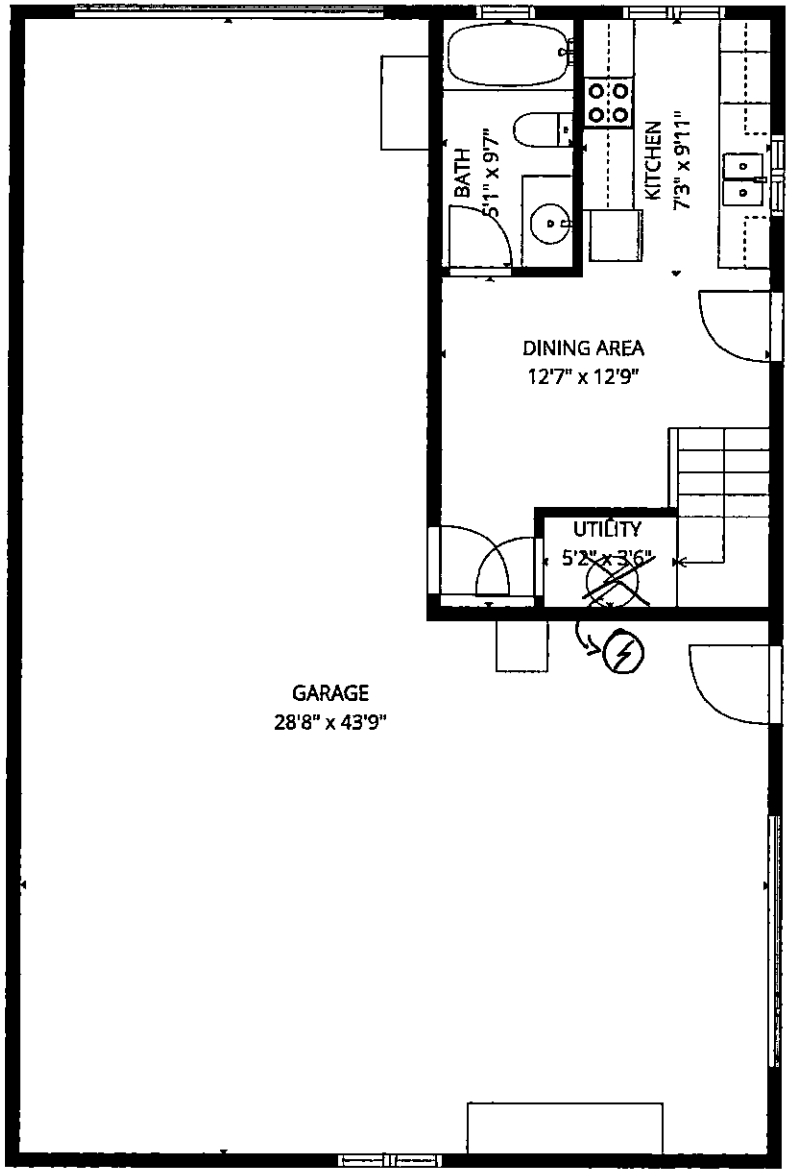
E) Explain how the proposed use will not lead to the deterioration of the environment, or ecology of the immediate vicinity, the general area, or the community as a whole.

Answer:

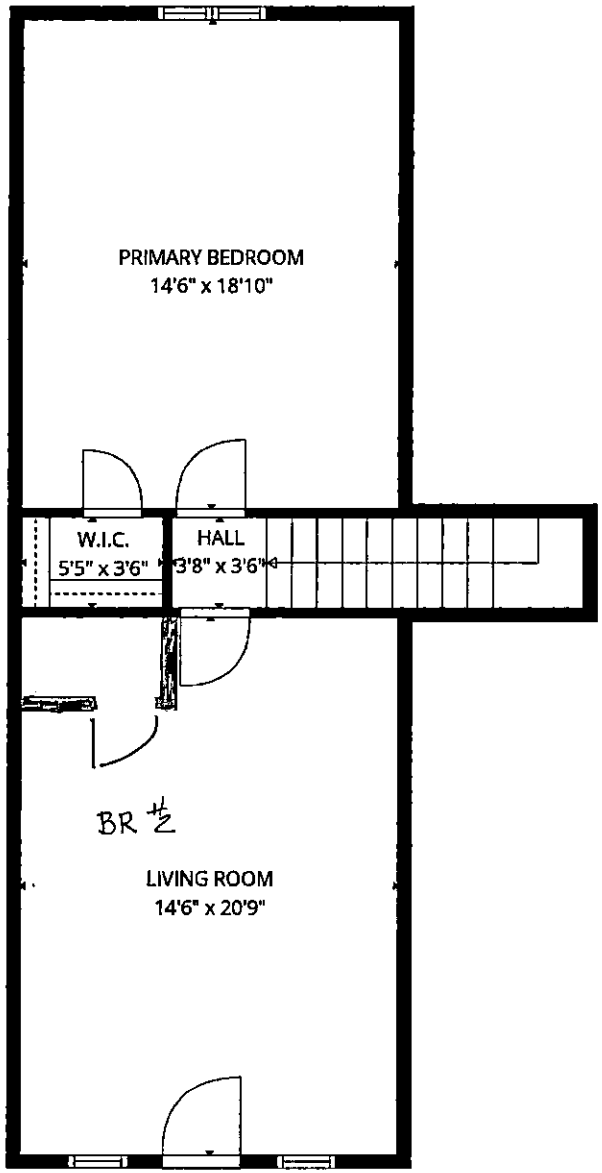
Past owners of this home have used the main house and the additional structure as an unpermitted dwelling for decades. We intend no further impact than what has already been present on the property. We will use the property as is allowed by Farr West. We know already, that the work we are doing will, in fact, benefit our neighborhood. We have made the property safer, worked to improve the appearance, and hauled away loads of trash and debris. Inside both of the houses we have fully mitigated mold and methamphetamine residual left by previous inhabitants. The roofs were updated and replaced on both houses as a condition of purchase.

We are longtime small ranch property owners. We care for our animals with integrity. We know how to maintain property. Our use of the property will stay within the requirements of our zoning. It is unimaginable to me that we will in any way "lead to the deterioration of the environment, or ecology of the immediate vicinity, the general area, or the community as a whole".

2.5.2026



FLOOR 1



FLOOR 2

EXISTING DADU - 3112 N. PELICAN DR, FARR WEST

DRAWING NOT TO SCALE

TOTAL: 927 sq. ft

BELOW GRADE: 268 sq. ft, FLOOR 2: 659 sq. ft

EXCLUDED AREAS: GARAGE: 950 sq. ft, UTILITY: 18 sq. ft, WALLS: 159 sq. ft

FLOOR PLAN CREATED BY CUBICASA APP. MEASUREMENTS DEEMED HIGHLY RELIABLE BUT NOT GUARANTEED.

ORDINANCE NO. _____

AN ORDINANCE OF FARR WEST CITY, UTAH AMENDING TITLE 17 OF THE FARR WEST CITY MUNICPAL CODE

WHEREAS, Title 17 Chapter 32 "Planned Development Overlay Zone"("PD Overlay Zone") of the Farr West City Code of Ordinances was enacted by ordinance passed by the Farr West City Council; and

WHEREAS, the Farr West City Planning Commission has carefully reviewed the PD Overlay Zone since its enactment and has determined that the PD Overlay Zone as currently codified in the ordinances of Farr West City has failed to achieve the desired result; and

WHEREAS, the Farr West City Planning Commission has recommended to the City Council of Farr West City that the PD Overlay Zone should be repealed in its entirety; and

WHERAS, the Farr West City Council has considered the recommendation from the Farr West City Planning Commission and duly held a public hearing on this subject at a regularly scheduled City Council meeting; and

NOW THEREFORE, the Farr West City Council ordains that Title 17 Chapter 32 "Planned Development Overlay Zone" as currently codified in ordinance shall be repealed in its entirety.

This Ordinance supersedes all prior ordinances and policies of Farr West City, Utah to the extent that such may be in conflict with the specific provisions contained herein. In all other respects, such prior ordinances, resolutions, actions and policies shall remain in full force and effect.

This ordinance shall take effect 15 days after publication or posting by the City Council of Farr West City, Utah.

Dated this _____ day of _____, 2026.

MAYOR OF FARR WEST CITY, UTAH

By _____
David P. Bolos

ATTEST:

_____
Recorder
Farr West City, Utah

Vote of City Council

Yes	No	
___	___	Council Member Anderson
___	___	Council Member Williams
___	___	Council Member Blind
___	___	Council Member Shupe
___	___	Council Member Jay

EXHIBIT A

~~CHAPTER 17.32~~
~~PD PLANNED DEVELOPMENT OVERLAY ZONE~~

~~SECTION:~~

~~17.32.010: PURPOSE AND OBJECTIVE:~~

~~The purpose of the Planned Development Overlay Zone is to encourage thoughtful and efficient utilization of land in residential areas and by providing greater flexibility in the location and density of buildings. It also allows the consolidation of open spaces, the clustering of dwelling units, and the efficient use of those public amenities required in connection with new residential development. These provisions are intended to create more attractive and more desirable environments within residential areas of the City and to accommodate moderate income housing initiatives in accordance with Utah state housing requirements and Farr West City general plan chapter eight.~~

~~(Ord. 2025-03)~~

~~17.32.020: PLANNED DEVELOPMENT DESIGNATION:~~

~~The PD Overlay Zone is permitted to be used in areas of three acres or more located in residential zones. All PD overlays will require the applicant to enter into a development agreement with the City. The PD overlay provisions, along with the development agreement, shall supersede the site development standards of the zone to which it is applied. Any PD overlay project shall be developed in strict conformance with this chapter and the final development agreement as recommended by the Planning Commission and approved by the City Council. The PD overlay designation shall encompass planned residential developments of single-family housing and townhomes. Permitted uses in the PD overlay shall be limited to those uses permitted in the underlying zone to which the PD overlayapplies. The Planned Development Overlay Zone designation (PD) shall become a suffix to the residential zone with which it is combined and shall be shown on the official zoning map.~~

~~(Ord. 2025-03)~~

~~17.32.030: STANDARDS AND REQUIREMENTS:~~

~~A planned development established under the provisions of this chapter shall conform to the following standards:~~

~~A. Density: The maximum number of dwelling units shall be limited to six units per acre. Townhomes may only comprise fifty percent (50%) of the total allowable dwelling units and shall contain a maximum of four units per townhome. In computing the total allowable dwelling units, any fraction of one unit shall be rounded down to the nearest whole number.~~

~~B. Density Bonus: The developer may request higher density than that which is defined in this chapter. The Planning Commission must agree, however, that any increase in density will be compensated for by increased public open space and/or amenities and improved design which, by the commission's discretion, are deemed proportional to the requested density increase. The increased density shall be incorporated into the final development agreement as recommended by the Planning Commission and approved by the City Council.~~

~~C. Building Locations: With the following exceptions, dwellings and permitted structures may be located as approved in the final development plans. Locations and arrangements of buildings on the lot should be accomplished in a manner that will best utilize the lot area and create an attractive living environment. The following exceptions shall be considered minimum requirements as applicable:~~

~~1. Garages with entrances facing directly on the street, whether in a front or side yard, shall be set back at least twenty feet (20') from the property line.~~

~~2. Setbacks shall be maintained along the peripheral property lines of the planned development and shall be equal to that required by the zone on the property immediately adjacent thereto.~~

~~3. In those instances where a proposed planned development will front upon one or more existing streets, the setback from the street shall be equal to that required by the most restrictive zone of the property immediately adjacent along the same street frontage.~~

~~D. Open Space: Not less than twenty percent (20%) of the total acreage of the planned development shall be retained as permanent open space (parks, playgrounds, trails, etc. See requirements below). Vehicular streets or roads, parking, driveways and other required setbacks are not allowed to be included in the computations for open space.~~

~~E. Requirements:~~

~~1. Accessibility - Open space must be accessible to residents of the development and, where applicable, to the general public.~~

~~2. Functionality - Must provide active or passive recreation opportunities or act as community gathering spaces.~~

~~3. Minimum Dimensions - Narrow strips of land, residual spaces, or areas with a slope exceeding fifteen percent (15%) shall not count as usable open space unless specifically designed for recreation or outdoor uses.~~

~~4. Maintenance - Usable open space shall be landscaped, maintained, and, if applicable, include amenities such as benches, lighting, or trails.~~

~~a. Examples of Usable Open Space:~~

~~(1) Parks, playgrounds, and picnic areas;~~

~~(2) Walking and biking trails;~~

~~(3) Community gardens;~~

~~(4) Sports courts and fields;~~

~~(5) Plazas, courtyards, and community gathering spaces; and~~

~~(6) Natural open space with designated trails or educational features.~~

~~b. Exclusions:~~

~~a. Stormwater detention basins unless designed for dual recreational use.~~

~~E. Buffer: All areas adjacent to existing residential developments shall contain only single-family detached housing units.~~

~~F. Utilities: All dwelling units shall be served by public sewer and a public water supply. All utilities within the planned development shall be placed underground, including telephone, electrical, television and internet cables. Dwelling units under separate ownership shall have separate utility metering.~~

~~G. Maximum Height: The maximum height of buildings within a planned development shall be the same as that permitted by the underlying residential zone.~~

~~H. Required Yard Area Landscaping: The required front and side yards which face upon a public street shall not be used for vehicular parking but shall be landscaped with lawn or appropriate plants and shrubs as indicated on the approved final development plans.~~

~~I. Parking: Dwellings shall be provided with not less than two (2) parking spaces per unit. All parking spaces, parking areas and driveways must be hard surfaced and properly drained.~~

~~J. Dedication Of Streets: Streets in planned developments may be dedicated to the City but must conform to the required City street standards. When planning the street layout and connection to existing streets a traffic study may be required at the discretion of the Planning Commission and/or City Engineer. (Ord. 2025-03)~~

~~17.32.040: GUARANTEES AND COVENANTS:~~

~~Adequate guarantees shall be provided for permanent retention and maintenance of all open space areas created before final planned development approval is granted.~~

~~A. Open Space Guarantees: Open space guarantees for all planned developments may include the following:~~

~~1. The City may require the developer to furnish and record protective covenants which will guarantee the retention of the open space area, or the City may require the creation of a corporation granting beneficial rights to the open space to all owners or occupants of land within the development.~~

~~2. The developer shall develop all required open space. Maintenance of all open space shall also be the responsibility of the developer unless the City accepts dedication and approves the annexation of said property.~~

~~3. In case of private reservation, the open space to be reserved shall be protected against building development by conveying to the City as part of the condition of project approval, an open space easement over such open areas, restricting the area against any future building or use, except as approved on the final development plan. A minimum of fifty percent (50%) of the open space must also remain accessible to the public.~~

~~4. The care and maintenance of the area within such open space reservation shall be ensured by the developer by establishing a private association or corporation responsible for such maintenance which shall levy the cost thereof as an assessment on the property owners within the planned development. Ownership and tax liability of private open space reservations shall be established in a manner acceptable to the City and made a part of the conditions of the final plan approval.~~

~~5. Maintenance of open space reservations shall be managed by a person, partnership or corporate entity in which there is adequate expertise and experience in property management to ensure that said maintenance is accomplished efficiently at a high-quality standard.~~

~~6. Subsequent changes or additions to the plans or use of the land may be made to the plan upon, first, a petition of two-thirds (2/3) or more of the property owners within the development, second, submitting the changes to the Planning Commission for its recommendation, and third, receiving approval of the changes by the City Council.~~

~~B. Improvement Completion Assurance: To ensure that the planned development will be constructed to completion in an acceptable manner, the applicant shall submit an improvement completion assurance in a manner acceptable to the City or as otherwise specified in City Ordinance. The amount of the improvement completion assurance shall be determined by the City Engineer as an estimated cost of the required improvements including construction and installation of all required landscaping, parking and street improvements, including paving, curbs, sidewalks, water and sewer lines, public parks and playgrounds, recreation facilities and other amenities shown on the final development plan. The applicant shall also file a schedule of anticipated completion dates for such improvements. In the event that the improvements are not completed in reasonable~~

~~conformance with said schedule, the City may undertake to complete the improvements and pay for such improvements from the improvement completion assurance.~~

~~(Ord. 2025-03)~~

~~17.32.050: REVIEW PROCEDURE:~~

~~A. Application: Application for a PD Overlay Zone designation shall follow the procedures listed in this chapter.~~

~~B. Preliminary Development Plan: All applications for a PD overlay designation shall be accompanied by a preliminary development plan. The plan shall contain the following:~~

~~1. A complete and accurate legal description of the property proposed for the planned development.~~

~~2. A tabulation of the total acreage of the site and the percentages thereof to be designated for parking, residential units, open space, amenities, streets, etc.~~

~~3. Proposed circulation pattern, including private and public streets and pedestrian paths.~~

~~4. Parks, common open spaces, playgrounds, public facilities and other improvements or amenities proposed within the planned development.~~

~~5. General location of all dwellings and other structures in the development and an indication of proposed population densities and building densities (units per acre), including percentages of each dwelling type being proposed.~~

~~6. Proposed location of parking and ingress and egress.~~

~~7. A landscaping plan showing what areas are to be landscaped and what types of plants and materials are to be used, including sprinkler and irrigation systems.~~

~~8. Preliminary elevations or perspectives of all building types proposed within the development.~~

~~9. Preliminary subdivision plat, if the site is being divided, showing a general layout of all proposed lots.~~

~~10. A preliminary utility plan showing the manner in which adequate sewage disposal and water are to be provided to the site, including the point from which said services are to be extended.~~

~~11. A draft of the declaration of covenants, conditions and restrictions as required herein.~~

~~12. A draft of the proposed development agreement.~~

~~13. Other items that may be required by the Planning Commission.~~

~~C. Preliminary Plan Review: The Planning Commission shall review the application for a PD Overlay Zone designation and accompanying preliminary development plan. The Planning Commission shall approve, disapprove or approve subject to compliance with such modifications or conditions as may be deemed necessary to carry out the purposes of this chapter and the preliminary plan. The approval of the preliminary plan shall be made only after the Planning Commission finds that:~~

~~1. That the proposed development will provide a more beneficial environment than a conventional residential development established under the provisions of the current underlying residential zone.~~

~~2. That the proposed development will not be detrimental to adjacent properties and to the general area in which it is located; and that it will be in substantial harmony with the character of existing development in the area.~~

~~3. That the development project will provide more efficient use of the land and more useable open space than a conventional development permitted by the residential zone.~~

~~4. That increased densities allowed within the proposed development will be compensated by better site design and by the provision of increased amenities and recreational facilities.~~

~~5. That any variation allowed from the development standards of the residential zone will not increase hazards to the health, safety or general welfare of the residents of the proposed planned development or adjacent areas.~~

~~D. Planning Commission Recommendation: Based on its action with the preliminary development plan, the Planning Commission shall then recommend to the City Council either approval or denial of the PD Overlay Zone designation on the applicant's property.~~

~~E. City Council Action: The City Council shall review the preliminary development plan and either approve or deny the PD Overlay Zone designation for the proposed development.~~

~~F. Final Plans for Planned Development: Final planned development plans shall contain the following:~~

~~1. Tabulations of all dwelling units to be constructed by types.~~

~~2. Detailed site plan with complete dimensions showing precise locations of all buildings and structures, lot or parcel sizes and locations, designations of common open spaces and special use areas, detailed circulation pattern including proposed ownership and typical cross section of streets.~~

~~3. Exterior concept for all building types, presented as exterior perspectives or exterior elevations.~~

~~4. Detailed landscaping plans which show the types and sizes of all plant materials and their locations, decorative materials, recreation equipment, and sprinkler or irrigation~~

~~systems. Landscape planning shall be accomplished by keeping water conservation in mind.~~

~~5. Dimensioned parking layout showing location of individual parking stalls and all areas of ingress or egress.~~

~~6. Detailed engineering plans or final subdivision plat showing site grading, street improvements, drainage, storm water management, and public utility locations. Also, submission of engineering feasibility studies, if required by the City Engineer.~~

~~7. The final draft of covenants, conditions and restrictions, together with open space easements and other bonds, guarantees or agreements as required herein or as deemed necessary by the City Attorney.~~

~~8. A proposed phasing schedule for the completion of landscaping, parking, street improvement and other improvements and amenities.~~

~~9. Final draft of the development agreement for the PD Overlay.~~

~~G. Final Plan Review:~~

~~1. The Planning Commission shall review the submitted final plan. The Planning Commission shall approve the final plan only after it has found the following:~~

~~a. The proposed development meets all the requirements, objectives, purposes and standards of the PD Zone regulations and of the residential zone.~~

~~b. The proposed development and development agreement does not significantly deviate from the approved preliminary plan.~~

~~2. The Planning Commission may impose conditions on the approval of the final development plans as are deemed appropriate to comply with this chapter.~~

~~3. Final approval of the planned PD Overlay development is made by the City Council upon recommendation by the Planning Commission.~~

~~H. Building Permit: No building permit for any portion of the planned development shall be issued until the final planned development plans have been approved and all necessary requirements have been met.~~

~~I. Phased Final Plans: The final plan may be submitted in phases, provided each such phase can exist as a separate unit capable of independently meeting all the requirements and standards of this chapter and of the residential zone.~~

~~(Ord. 2025-03)~~

INTERLOCAL COOPERATION AGREEMENT

by and among

(CITY)

and

WEBER COUNTY

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between (CITY), which is a municipality and political subdivision of the State of Utah ("City"), and WEBER COUNTY, a political subdivision of the State of Utah ("County").

RECITALS

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station ("Transfer Station") where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the City and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. Purpose.

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

Section 2. Effective Date; Duration.

a. This Agreement shall become effective upon the completion of all of the following actions:

i. The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;

ii. The Agreement is approved and signed by each Party; and

iii. The Agreement is filed with the keeper of records of each Party.

b. The term of this Agreement shall be from July 1, 2026 through June 30, 2029.

Section 3. Waste Disposal.

In accordance with the purpose stated above, the Parties agree to the following:

a. The City agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the household waste placed in curb-side containers by the City's residents and picked up by the City or by the company that the City contracts with to collect and dispose of curb-side residential waste. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Other types of waste that are not household waste collected by the City or under a contract with the City, such as curb-side recycling and commercial waste, may be brought to the Transfer Station but are not governed by this agreement.

b. The County agrees to own and operate the Transfer Station throughout the term of this Agreement.

c. The tipping fee at the Transfer Station shall be $49.00 per ton from July 1, 2026 through June 30, 2027. For the following two years of the term, the tipping fee

shall increase annually on July 1st based on the Consumer Price Index for All Urban Consumers (CPI-U) for Water and Sewer and Trash Collection Services.

d. The City shall elect one of the following billing and payment options:

i. The County will bill the City for the tipping fees for curb-side waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.

ii. Or, the County will directly charge the haulers of curb-side waste generated by the City's residents. The City shall ensure that the haulers timely pay all appropriate fees.

Section 4. Additional Provisions Required by the Interlocal Cooperation Act.

a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.

b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.

c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.

d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the City's vote on any vote required by this Agreement.

e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

Section 5. Indemnification.

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

Section 6. Publication of Notice of Agreement.

Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.

Section 7. Notices and Contacts.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

For the County:

Community Development Director
Weber County
2380 Washington Blvd., Ste. 250
Ogden, UT 84401

For the City:
(fill in information)

Section 8. Miscellaneous Provisions.

a. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.

b. Waiver. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.

c. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.

d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

e. Litigation. If any action, suit, or proceeding is brought by a Party with respect to this Agreement, each Party shall bear its own costs, including attorneys' fees.

f. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.

g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

h. Amendments. This Agreement may not be amended except by an instrument in writing, approved and executed in compliance with the requirements of the Interlocal Cooperation Act.

i. No Third Party Beneficiaries. The Parties do not confer any rights or remedies upon any person other than the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below:

(CITY)

By: _____ DATED: _____
(Name)
(Title)

Approved: _____
Attorney

WEBER COUNTY

By: _____ DATED: _____
Gage Froerer
County Commission Chair

Attest: _____ DATED: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved: _____
Deputy County Attorney