



FARR WEST CITY COUNCIL AGENDA

March 19, 2026 at 6:30 p.m.
City Council Chambers
1896 North 1800 West
Farr West, UT 84404

Notice is hereby given that the City Council of Farr West City will hold 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

Call to Order – Mayor David Bolos

1. Opening Ceremony
 - a. Opening Prayer
 - b. 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 March 5, 2026
 - c. Consider approval of bills dated March 18, 2026
4. Business Items
 - a. Consideration of business licenses – Mecham Industries LLC – *Eric Mecham, Preston Mecham*
Pappys Pocket Cattle – *Lacey Papageorge*
Subway #14596 (new owner) – *Jay Chaudhari*
 - b. Consideration of Engineering Services Agreement for the Meadows Park NEPA – *Katie Williams*
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 18, 2025.

Lindsay Afuvai
Recorder

Application for Residential Business License



Application date: 3/12/2026
Owner Name: Eric Mecham, Preston Mecham
Owner Address: 2671 W 2500 N City: Farr West State: UT Zip: 84404
Telephone: 208 754 4537 Fax: N/A Email: [REDACTED]
Business Name: Mecham Industries LLC DBA: Two Brothers
State Sales Tax ID # N/A State License # N/A
If a daycare of preschool, number of own children: N/A; number of other children: N/A
Describe your type of business in detail: Junk Removal, Debris Hauling, and small Hauling services.

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

Health Department Permit # _____ or check if not applicable

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

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

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

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

Residential Business License Fee
\$30.00

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

Is this business conducted entirely within the primary residence? ~~no~~ no
 If no, is it conducted in a garage and/or accessory building? no

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

Applicant signature: Brextan mecham Date: 03/12/26

For office use only:

Amount paid: 30.00 Date paid: 3-12-26 Receipt Number: 2.000014113
 City Council Date: 3-19-26 Approved: _____ Disapproved: _____
 License number: _____ Date issued: _____

Application for Residential Business License



Application date: March 11, 2026

Owner Name: Lacey Papageorge

Owner Address: 1616 Farr West Drive City: Farr West State: UT Zip: 84404

Telephone: 801-389-3229 Fax: _____ Email: _____

Business Name: Pappys Pocket Cattle DBA: Pappys Pocket Cattle

State Sales Tax ID # _____ State License # 14596404-0151

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

Describe your type of business in detail:

Agritourism business offering guided educational dairy farm tours and small-group animal meet-and-greet experiences ("Hang Out with Harry").

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

Health Department Permit # _____ or check if not applicable _____

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

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

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- The business will meet all applicable safety, fire, building and health codes.

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

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\$30.00

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

Is this business conducted entirely within the primary residence? No

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

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

Applicant signature: Lacey Papageorge Date: March 11, 2026

For office use only:

Amount paid: \$30- Date paid: 3/13/26 Receipt Number: 9-000003244
 City Council Date: 3/19/26 Approved: _____ Disapproved: _____
 License number: _____ Date issued: _____

Application for Business License



Application date: 02/23/2026

Owner Name: JAY Chaudhari

Owner Address: [Redacted]

Telephone: [Redacted] Fax: _____ Email: [Redacted]

Business Name: Anaya one inc DBA: SUBWAY # 14596 (14596)

Business Address: 1790 W 2700 N City: Farr West State: UT Zip: 84404

Mailing Address: 1790 W 2700 N City: Farr West State: UT Zip: 84404

Business Phone Number: 801-737-9000 Number of employees: 14

Manager Name: Ravi Chaudhari Contact Phone: 931-619-7607*

**If business is commercial or manufacturing/warehousing, please list square footage: 1494 sq ft

State Sales Tax ID # 16612503-002-STE State License # 39-3392436

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

Describe your type of business in detail: Subway Sandwich Shop,
Fast Food.

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

Health Department Permit # 3727 or check if not applicable _____

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

BUSINESS LICENSE FEE SCHEDULE

COMMERCIAL

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

MANUFACTURING/WAREHOUSING

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

OTHER

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

ALCOHOL

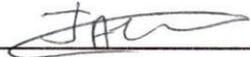
Class "A" Beer	Class "B" Beer Restaurant	Class "C" Limited Restaurant	Class "D" Golf Course	Class "E" Full Service Restaurant
\$200.00	\$200.00	\$200.00	\$200.00	\$200.00

*If you are renewing an alcohol license:

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

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

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

Applicant signature:  Date: 02-23-26

For office use only:

Amount paid: 100.00 Date paid: 3-10-24 Receipt Number: 2.000014109
 City Council Date: 3-19-26 Approved: _____ Disapproved: _____
 License number: _____ Date issued: _____

Permit Details:

Permit #: 26042

Permit Date: 02/19/26

Permit Type:

Square Feet: 0

Phone Number: 4044551918

Permit Type: New Business Inspection

Applicant Name: Subway - Aman Pandey

Description:

Email: Anayaoneinc@gmail.com

Applicant Address: 1790 W 2700 N

City, State, Zip: Farr West, UT 84404

Status: Open

Lot #:

Subdivision:

Issued Date:

Site Address: 1790 W 2700 N

Occupant Load: N/A

Construction Type:

Use Zone:

Status: Open

Assigned To: Nate Carver

Uploaded Files

Date	File Name
03/10/2026	31151597-Inspection+WFD-2026-0000072.pdf
03/10/2026	31151598-Subway+Inspection+Report+-+Dec+2025.pdf
03/10/2026	31151599-Untitled+Notebook.pdf
03/10/2026	31151600-Untitled+pic.pdf
02/23/2026	30925831-IMG_2045.jpeg
02/23/2026	30925832-IMG_2041.jpeg
02/23/2026	30925833-IMG_2042.jpeg
02/23/2026	30925834-IMG_2043.jpeg
02/23/2026	30925835-IMG_2044.jpeg
02/23/2026	30925827-IMG_2049.jpeg
02/23/2026	30925828-IMG_2048.jpeg
02/23/2026	30925829-IMG_2047.jpeg
02/23/2026	30925830-IMG_2046.jpeg



Weber Fire District
Fire Inspection Results

Fire and Life Safety Inspection

Passed

Completed at	Inspected by	Inspection Contact Name	Inspection Type
02/25/2026 14:36:23	Larsen, Austin	Ravi chaudhari	Fire and Life Safety Inspection

Business Name	Address	Suite	City	State
Subway	1800 W 2700 N	--	OGDEN	UT

Zip	Inspection Contact - Mobile
84404	931-619-7607

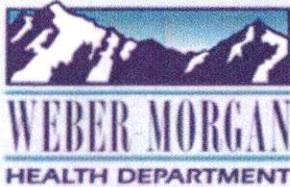
ACCESS:

✓ Pass

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

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

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



FOOD ESTABLISHMENT PERMIT

Establishment Name: SUBWAY #14596
Location Address: 1790 W 2700 N
FARR WEST UT 84404
Owner Name: ANAYA ONE, INC.
Permit Number: 3727
Risk Category: Category 2
Permit Expiration: 03/10/2027

The above entity is hereby permitted to operate. This permit is the property of Weber-Morgan Health Department and is valid unless revoked for cause. No establishment may operate without a valid permit. This permit is non-transferable, including change of ownership or change of location. Permit fees are due 30 days prior to the permit expiration date listed above. Failure to pay permit fees by the due date will result in a late fee in the amount of 50% of the normal annual fee.

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

Post in Public View

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of March 2026, by and between Farr West City, hereinafter called "CLIENT" and **HORROCKS ENGINEERS LLC**, hereinafter referred to as "HORROCKS"; each individually referred to as "PARTY" and collectively as "PARTIES."

WHEREAS CLIENT recognizes the need for professional and technical services relating to Meadows Park NEPA, hereinafter referred to as "PROJECT."

WHEREAS CLIENT recognizes HORROCKS as having the necessary ability and experience to perform the services for the PROJECT and that it is properly qualified and licensed for this work, if required, in the state in which the PROJECT is located;

NOW, THEREFORE, CLIENT and HORROCKS agree as follows:

SECTION 1 - PROFESSIONAL SERVICES

- 1.1 SCOPE OF WORK. It is hereby understood and agreed that HORROCKS will provide services to CLIENT in accordance with the Attachment, Scope of Work.
- 1.2 ADDITIONAL SERVICES. Engineering services or items which are not specifically listed within the Scope of Work as set forth in this AGREEMENT may be provided by HORROCKS under an extension of this AGREEMENT or under separate agreement with CLIENT. ADDITIONAL SERVICES and compensation must be approved by both CLIENT and HORROCKS in writing prior to work being performed.
- 1.3 Paragraph intentionally left blank.
- 1.4 Paragraph intentionally left blank.

SECTION 2 - PROJECT SCHEDULE

- 2.1 The professional services to be rendered by HORROCKS shall follow the Attachment.

SECTION 3 - PAYMENT TO HORROCKS

- 3.1 Lump Sum. HORROCKS' invoice shall be based on Percent Complete of the PROJECT based on the Scope of Work. (attached). Invoices shall include a statement that briefly describes HORROCKS' progress to justify each Invoice, up to the Total amount of \$10,000.
- 3.2 PAYMENT TERMS. CLIENT agrees to make payments within thirty (30) days of HORROCKS' invoices. If CLIENT disputes any portion of an invoice, CLIENT will notify HORROCKS of such disputed items within ten (10) days of invoice date. CLIENT recognizes that late payment of invoices results in extra expenses for HORROCKS. HORROCKS retains the right to assess CLIENT interest at the rate of one and one-half percent (1.5%) per month (18% per annum) or the maximum legal rate of interest allowable, on invoices which are not paid within forty-five (45) days from the date of invoice. HORROCKS also reserves the right, after seven (7) days prior written notice, to suspend performance of its services under this AGREEMENT until all PAST DUE amounts have been paid in full.
- 3.3 Paragraph intentionally left blank.

SECTION 4 - MISCELLANEOUS PROVISIONS

- 4.1 STANDARD OF PERFORMANCE. HORROCKS agrees the services to be provided by it under this AGREEMENT will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession, providing the same or similar professional service, in the same or similar locality, at the same or similar time, and under the same or similar circumstances.
- 4.2 CLIENT-PROVIDED SERVICES AND INFORMATION. CLIENT shall furnish HORROCKS available studies, reports, and other data pertinent to HORROCKS' services; obtain or authorize HORROCKS to obtain or provide additional reports and data as required; furnish to HORROCKS services of others as required for the performance of HORROCKS' services hereunder, and HORROCKS shall be entitled to use and rely upon all information and services provided by CLIENT or others in performing HORROCKS' services under this AGREEMENT.

- 4.3 CLIENT-PROVIDED ACCESS. CLIENT shall arrange for access to and make all provisions for HORROCKS to enter upon public and/or private property as required for HORROCKS to perform services under this AGREEMENT.
- 4.4 OWNERSHIP OF WORK PRODUCT/DOCUMENTS.
- a. All documents prepared by or on behalf of HORROCKS in connection with any project performed under this AGREEMENT are to be considered instruments of service for the execution of the Project. HORROCKS shall retain any and all intellectual and property rights in these documents, whether or not the Project is completed. Payment to HORROCKS for the Services rendered and pursuant to the payment terms under this AGREEMENT shall be a condition precedent to CLIENT's right to use any of the documentation prepared by HORROCKS. Such documents may not be used for any other purpose without the prior written agreement of HORROCKS. However, CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by HORROCKS in connection with the Project, for the life of said Project.
 - b. In the event any of HORROCKS' documents are subsequently used, reused and/or modified in any respect without HORROCKS' involvement and oversight, CLIENT hereby agrees to release, indemnify, and hold HORROCKS, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the reuse or modification of said documents.
 - c. Further, HORROCKS cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT hereby agrees to release, indemnify and hold HORROCKS, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the use of said Electronic Files. Electronic files will remain the property of HORROCKS, may not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to any third party without HORROCKS' prior written consent.
- 4.5 NON-SOLICITATION:
- a. Neither PARTY shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this AGREEMENT during the Term of this AGREEMENT and for one (1) year following the termination or expiration of this AGREEMENT without the prior written consent of the other PARTY.
 - b. However, notwithstanding the above, this Paragraph shall not restrict the right of

- either PARTY to solicit or recruit generally in the media, and shall not prohibit either PARTY from hiring, without prior written consent, the other PARTY'S employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring PARTY.
- c. For a breach of paragraph 4.5 NON-SOLICITATION, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring PARTY to the other PARTY. This compensation shall be based on the damages suffered by the other PARTY as a result of the breach, with the understanding that the amount may be subject to negotiation.

SECTION 5 - LEGAL RELATIONS

- 5.1 INDEPENDENT CONTRACTOR. HORROCKS and CLIENT agree that HORROCKS is an independent contractor. Nothing contained in this AGREEMENT shall be construed as creating any agency, partnership, joint venture, other form of joint enterprise, employment or fiduciary relationship between the PARTIES. HORROCKS shall be free to render consulting services to others during the term of this AGREEMENT, so long as such activities do not interfere with or diminish HORROCKS' ability to fulfill the obligations established herein to CLIENT.
- 5.2 LIMITATION OF RIGHTS. The services to be performed by HORROCKS are intended solely for the benefit of CLIENT. Nothing contained herein shall confer any rights upon or create any duties toward any person or persons not a party to this AGREEMENT including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
- 5.3 SUCCESSORS AND ASSIGNS. CLIENT and HORROCKS, respectively, bind themselves, their partners, successors, and assigns to the covenants of this AGREEMENT. Neither CLIENT nor HORROCKS will assign, sublet, or transfer any interest in this AGREEMENT, or assign any cause of action for alleged breach of this AGREEMENT, without the written consent of the other.
- 5.4 DELAYS. Neither PARTY is responsible to the other for delay in performance caused by events beyond their control. In the event HORROCKS' services are suspended, delayed, or interrupted for the convenience of CLIENT or delays occur beyond the control of HORROCKS, equitable adjustment(s) in

HORROCKS' time of performance, compensation, and/or cost of Subconsultant(s) shall be made.

- 5.5 DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this AGREEMENT or the services to be rendered hereunder, with the exception of non-payment issues, CLIENT and HORROCKS agree to attempt to resolve such disputes in the following manner: First, the PARTIES agree to attempt direct negotiations between the appropriate representatives of each PARTY. Second, if such negotiations are not fully successful, the PARTIES agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted by the American Arbitration Association or by such other person or organization as the PARTIES may agree upon. Either PARTY may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice. Third, if the dispute or issues remain unresolved after the above steps, the PARTIES agree to resolve the dispute by submitting the matter to civil litigation. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit was not filed prior to ninety (90) days after service of notice.
- 5.6 LIMITED LIABILITY COMPANY PROTECTION. It is intended by the PARTIES to this Agreement that HORROCKS' services in connection with the Project shall not subject HORROCKS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HORROCKS LLC, a Delaware Limited Liability Company, and not against any of HORROCKS' individual employees, officers or directors.

SECTION 6 CONTRACTOR'S

- 6.1 CONTRACTOR'S METHODS, PRICES. HORROCKS has no control over the cost of labor, materials, equipment, or other services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or omissions on the site. Any cost estimates

provided by HORROCKS will be made, based on its experience and judgment. HORROCKS cannot and does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from cost estimates prepared by HORROCKS.

6.2 CONTRACTOR'S INDEMNIFICATION. CLIENT agrees that its contract with Contractor shall expressly state that Contractor shall indemnify and hold harmless CLIENT and HORROCKS from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from Contractor's performance of work including injury to any worker on the job site, except for negligence, errors or omissions on the part of CLIENT or HORROCKS. Further, CLIENT's contract with Contractor shall require that both CLIENT and HORROCKS be named as additional insureds on Contractor's General Liability and Builders All Risk insurance policies, and that such policies provide that the coverage is primary and noncontributory coverage with respect to any other insurance available to CLIENT and HORROCKS.

6.3 CONTRACTOR'S SAFETY METHODS. HORROCKS shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and shall not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

SECTION 7 LIMITATION OF LIABILITY

7.1 LIMITATION OF LIABILITIES: Notwithstanding any other provision in this AGREEMENT, the total liability of HORROCKS and HORROCKS' officers, directors, members, partners, agents, employees, and consultants to CLIENT for any and all claims, losses, expenses, costs, and/or damages arising out of, or resulting from, or in any way related to HORROCKS' services or this AGREEMENT, from any cause or causes whatsoever, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, indemnity, and breach of warranty, express or implied, shall not exceed the total amount of \$10,000 or the total compensation received by HORROCKS under this AGREEMENT, whichever is greater (the "Limitation Amount"). Further, in no event shall the Limitation Amount exceed the amount of insurance proceeds actually available to HORROCKS for the claim at issue at the time of settlement

or final judgment. No claim may be brought against HORROCKS in contract, tort, or under any other theory more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this AGREEMENT shall be directed and/or asserted only against HORROCKS and not against any of HORROCKS' employees, shareholders, officers or directors. HORROCKS' liability with respect to any claims arising out of this AGREEMENT shall be limited as provided herein to direct damages arising out of the performance of the Services.

CLIENT agrees that any and all limitations of HORROCKS' liability, waivers of damages by CLIENT to HORROCKS and indemnifications by CLIENT to HORROCKS shall include and extend to those individuals and entities HORROCKS retains for performance of the services under this AGREEMENT, including but not limited to HORROCKS' officers, principals and employees and their heirs and assigns, as well as HORROCKS' subconsultants and their officers, employees, heirs and assigns.

CLIENT specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

7.2 INSURANCE. HORROCKS maintains, at its own expense, workers compensation, commercial general liability, automobile liability, and professional liability insurance policies with limits at or above that which is reasonably required in the industry and will, upon request, furnish certificates of insurance to CLIENT.

7.3 INDEMNIFICATION.

HORROCKS agrees, to the extent allowed by law, to indemnify and hold harmless CLIENT, its officers, directors and employees from and against all liability for damages to the extent the damages were caused by HORROCKS' negligent acts, errors or omissions in the performance of professional services under this AGREEMENT.

CLIENT agrees, to the extent allowed by law, to indemnify and hold harmless HORROCKS, its officers, directors, employees, and subconsultants from and against all liability for damages to the extent the damages were caused by CLIENT's negligent acts, errors or omissions.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the PARTIES expressly agree that HORROCKS has no duty to defend CLIENT from and against any claim, cause of action or proceeding of any kind. Neither PARTY

shall be obligated to indemnify the other PARTY in any manner whatsoever for the other PARTY's negligence.

- 7.4 HAZARDOUS SUBSTANCE INDEMNIFICATION. With respect to claims, damages, losses, and expenses which are related to hazardous waste, pollutants, contaminants, or asbestos on or about project worksite, CLIENT shall, to the extent permitted by law and to the extent HORROCKS is not the cause of such waste, pollutants, contaminants, or asbestos, indemnify and hold harmless HORROCKS and its employees, subconsultants, or agents from and against all such claims against HORROCKS related thereto.
- 7.5 CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HORROCKS, their respective officers, directors, principals, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, increased finance costs, loan fees or interest on loans, and any other consequential damages that either PARTY may have incurred from any cause of action including without limitation negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and HORROCKS shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the PROJECT.

SECTION 8 - TERMINATION OF AGREEMENT

- 8.1 TERMINATION FOR CAUSE. This AGREEMENT may be terminated in whole or in part by either PARTY if the other PARTY substantially fails to fulfill its obligations under this AGREEMENT, provided that such failure is not due to any fault of the terminating PARTY; and provided that no such termination may be effected unless the failing PARTY is given (1) not less than thirty (30) days written notice (delivered by certified mail, return receipt required) of intent to terminate, and (2) an opportunity for consultation with the terminating PARTY prior to termination.

- 8.2 REMEDIES FOR TERMINATION. If this AGREEMENT is terminated in whole or in part by CLIENT for reasons of default by HORROCKS, a negotiated adjustment in the price provided for in this AGREEMENT shall be made, however, no amount shall be allowed for anticipated profit or unperformed services. If this AGREEMENT is terminated in whole or in part by HORROCKS for reasons of default by CLIENT the negotiated adjustment shall include a reasonable profit on that portion of the work performed. The equitable adjustment for any termination shall provide payment to HORROCKS for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by HORROCKS relating to obligations and commitments as a result of entering into this AGREEMENT.
- 8.3 TERM. This AGREEMENT shall commence on the date in the introductory clause, and HORROCKS is authorized to commence performance of the services for the PROJECT as of that date, unless otherwise noted. This AGREEMENT terminates on: 1) the date set forth in Attachment (attached).

SECTION 9 - ENTIRE AGREEMENT

- 9.1 ENTIRE AGREEMENT. This Engineering Services AGREEMENT shall remain in effect throughout the duration of the PROJECT. This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT, to be effective, shall be in writing and signed by CLIENT and HORROCKS.
- 9.2 SEVERABILITY. If any provision of this AGREEMENT is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the PARTIES. One or more waivers by either PARTY of any provision, term, or condition shall not be construed by the other PARTY as a waiver of any subsequent breach of the same provision, term, or condition.
- 9.3 SURVIVAL. All limitations of liability, indemnifications, warranties, and representations contained in this AGREEMENT shall survive the completion or termination of this AGREEMENT and shall remain in full force and effect.

9.4 EXECUTION OF DOCUMENTS. HORROCKS shall not be required to execute any documents subsequent to the signing of this AGREEMENT that in any way might, in the sole judgment of HORROCKS, increase HORROCKS' risk or the availability or cost of its professional or general liability insurance. SECTION 10 - GOVERNING LAW

10.1 This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper offices duly authorized as of the day and year first above written.

SIGNATORY

Name of CLIENT:
Farr West City

Name:
HORROCKS ENGINEERS LLC

By: _____

By: _____

Lyle Earl, Planning Commission Vice
Chair
Address: 1896 North 1800 West, Farr
West, Utah 84404
Project Manager: Lyle Earl
PM Email: lyle.earl@farrwestcity.gov
PM Phone: 801-837-9973

Chris Hansen, Vice President
Address: 2162 W. Grove PKWY, Ste 100
Pleasant Grove, UT 84062
Project Manager: Chuck Easton
PM Email: chuck.easton@horrocks.com
PM Phone: 801-725-5731

January 30, 2026

Lyle Earl
Farr West City
Planning Commission, Vice Chair

Re: *Environmental Documentation (Technical Resource Reports and CatEx) for 9.85-acre Parcel 190170103, Farr West, Weber County, Utah*

Dear Mr. Earl,

Thank you for the opportunity to present you with this proposal for providing environmental services for the 9.85-acre property located near 2400 West 2700 North (Parcel 190170103) in Farr West, Weber County, Utah. Horrocks will provide environmental documentation services in accordance with the State of Utah Department of Natural Resources, Division of State Parks and Recreation NEPA process and the Utah Department of Transportation Project Delivery Network as outlined below.

SCOPE OF WORK

2E1 Analyze Environmental Resources

Horrocks will document environmental resource locations (if present), prepare resource impact analyses and clearance request memos written to UDOT Region 1 standards. These will include a cultural resources survey and report, a Biological Evaluation (BE), and a waters of the United States/floodplains memorandum (a wetland delineation is not anticipated). Horrocks will consult with UDOT regional environmental staff to obtain environmental clearances and include environmental commitments in the environmental document.

Deliverables:

1. Cultural Resources field survey and report
2. Biological Evaluation (BE)
3. Waters of the US Memorandum

3E1 Write Categorical Exclusion Document

Horrocks will compile all environmental data and correspondence into the environmental document (CatEx) and submit the draft document to UDOT for review and revision, if needed.

Deliverables:

1. Purpose and Need Statement
2. Project Description Statement
3. Draft CatEx



4E2 Obtain Categorical Exclusion Approval

Horrocks will revise the CatEx according to UDOT comments and will submit the final document to UDOT for approval.

Deliverable:

1. Final CatEx

ASSUMPTIONS

- A Class of Action (COA) letter and coordination is not included in this scope of work. A categorical exclusion-level NEPA analysis is assumed.
- All work will be performed within the parcel boundary right-of-way. Horrocks assumes no additional property is required for this analysis.
- Public and stakeholder outreach, an open house, or public hearing are not included in this scope of work.
- Horrocks assumes UDOT environmental specialists will provide concurrence memoranda to be included in the CatEx.
- Horrocks assumes a Utah SHPO “negative find” report for cultural resources will be warranted. No historic properties or archaeological sites appear to be present within, or adjacent to the project area.
- Horrocks assumes UDOT will conduct Native American consultation requiring a 30-day review.
- An aquatic resources delineation meeting the U.S. Army Corps of Engineers standards is not included in this scope.

PROJECT SCHEDULE AND COST

Completion of this scope of work is estimated to occur within 60 days from notice-to-proceed depending on UDOT review times. UDOT requires fieldwork authorization prior to environmental surveys. Native American consultation requires 30-days. They request we allow them 1-2 weeks to review and approve. UDOT and State Parks and Recreation also request we allow two weeks for their review and approval of our resource-specific environmental reports and the Draft CatEx.

We will complete this work for a fee of **\$10,000**. The project will be billed monthly on a percentage of complete basis. Cost by work item is shown below.

WORK ITEM	COST
2E1: Analyze Environmental Resources	
Cultural Resources Survey and Report	\$2,800
Biological Evaluation (BE)	\$2,000
Waters of the U.S. Memorandum, Floodplains	\$2,200
3E1: Write Categorical Exclusion Document	\$1,900
4E2: Obtain Categorical Exclusion Approval	\$1,100
TOTAL COST	\$10,000



Additional Environmental Services – T&M (Authorization Required Prior to Commencement)

Any services beyond the defined scope of work—including, but not limited to, additional report revisions due to agency comments, re-survey resulting from client-directed changes, added environmental permitting support, agency consultation support beyond the base scope, or coordination with third-party stakeholders—shall be considered Time & Materials (T&M) services. These services **will not be initiated without prior written authorization** from the client. A formal written request or change directive must be issued and approved before any such work proceeds.

Horrocks looks forward to assisting you with this project. Please feel free to call me if you have any questions about this proposal. If this meets your approval, please contact me and we will execute the appropriate contract documents.

Sincerely,

Chuck Easton, M.A., RPA
Environmental Project Manager, Horrocks
P: 801-725-5731 | E: chuck.easton@horrocks.com