FARR WEST CITY COUNCIL AGENDA

April 16, 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, April 16, 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 April 2, 2026
   c. Consider approval of bills dated April 15, 2026
4. Business Items
   a. Consideration of business licenses – Paget Brothers Construction – *Wes Paget*
      Providence Signing Solutions LLC – *Jamie Pangretic*
      Peak Pest Control – *Nick Sorensen*
   b. Consideration of the Merrill Sheriff Construction contract for the Public Works Facility Phase 3
   c. Consideration of Ordinance No. 2026-06, amending the agribusiness ordinance in the Farr West City municipal code
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 April 10, 2025.

Lindsay Afuvai
Recorder

Application for Residential Business License

Application date: 4/7/2026

Owner Name: Wes Paget

Owner Address: 3958 N. 2750 W. City: Farr West State: Utah Zip: 84404

Telephone: 801-450-7733 Fax: _____ Email: Wpaget82@hotmail.com

Business Name: Paget Brothers Construction DBA: _____

State Sales Tax ID # 1661 3850-002-WTH State License # 14672284-0160

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

Describe your type of business in detail: Concrete services for residential construction projects. This includes site preparation, pouring, finishing, repair and decorative work.

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)

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

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

Residential Business License Fee
$30.00

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

Is this business conducted entirely within the primary residence? No

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

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

Applicant signature: [signature] Date: 4/7/2026

For office use only:

Amount paid: 30.00 Date paid: 4/8/26 Receipt Number: 1.00000063

City Council Date: 4/16/26 Approved: _____ Disapproved: _____

License number: _____ Date issued: _____

Application for Residential Business License

FARR WEST CITY

Application date: 3/26/26

Owner Name: Jamie Pangretic

Owner Address: 2388 N 2700 W City: Farr West State: UT Zip: 84404

Telephone: 540-379-7326 Fax: _____ Email: ProvidencesigningsolutionsLLC@gmail.com

Business Name: Providence Signing Solutions, LLC DBA: Providence Signing Solutions

State Sales Tax ID # EIN # 41-5141342 State License # _____

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

Describe your type of business in detail: Mobile Notary Services
~~Loan Signing Agent~~
Remote Online Notary (RON)
~~Real Estate Closings~~
Affidavits & Acknowledgments
Power of Attorney Notarization

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.

Laura@farrwestcity.gov.

☒ 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, I am a mobile service

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

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: Jamie Deane Pangretic Date: 3/26/26

For office use only:

Amount paid: 30.00 Date paid: 4-8-26 Receipt Number: 2.00001415 2

City Council Date: 4-16-26 Approved: _____ Disapproved: _____

License number: _____ Date issued: _____

Application for Business License

Application date: 4/9/26

Owner Name: NICK SORENSEN

Owner Address: [redacted]

Telephone [redacted]

Business Name: PEAK PEST CONTROL DBA: _____

Business Address: 1166 N 2000 W SUITE ~~100~~ City: _____ State: _____ Zip: _____

Mailing Address: 311 S 2360 W City: OGDEN State: UT Zip: 84404

Business Phone Number: 801 675 5253 Number of employees: 10

Manager Name: NICK Contact Phone: 801 675 5253

**If business is commercial or manufacturing/warehousing, please list square footage: 5,500 SQFT

State Sales Tax ID # N/A State License # 4000-1722

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

Describe your type of business in detail: GENERAL PEST CONTROL & LAWN FERTILIZATION

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 # N/A 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.*

* DOES NOT REQUIRE INSPECTIONS. NEWLY CONSTRUCTED OFFICE BUILDING THAT JUST HAD FINAL APPROVAL.

BUSINESS LICENSE FEE SCHEDULE

COMMERCIAL

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

MANUFACTURING/WAREHOUSING

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

OTHER

Contractor	Professional	Interstate Commerce
$100.00	$50.00	$50.00

ALCOHOL

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

*If you are renewing an alcohol license:
Has the applicant been arrested or convicted of a felony or misdemeanor in the past 12 months? _____

Type of License Applying For: ~~SMALL COMMERCIAL~~ PROFESSIONAL License fee due: $50

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: 4/9/26

For office use only:

Amount paid: 50.00 Date paid: 4-10-26 Receipt Number: 2.00001415 7
City Council Date: 4-16-26 Approved: _____ Disapproved: _____
License number: _____ Date issued: _____

FARR WEST CITY
RESOLUTION NO. 2026-05

A RESOLUTION APPROVING OF A CONTRACT BETWEEN MERRILL SHERIFF CONSTRUCTION INC. AND FARR WEST CITY FOR THE PUBLIC WORKS FACILITY PHASE 3

WHEREAS, Farr West City ("City") issued a request for bids for the project known as the "Public Works Facility Phase 3" (the "Project"); and

WHEREAS, after receiving various proposals in response to the City's request for bids, the City, in accordance with applicable procurement ordinances, rules, and regulations, has determined that Merrill Sheriff Construction Inc. ("Contractor") is the most qualified contractor with whom the City desires to award the contract for the Project; and

WHEREAS, the City and Contractor now desire to execute an agreement for the construction of the Project ; and

WHEREAS, the City Council of Farr West City does, in a regularly scheduled public meeting, now desire to approve and authorize the execution of an agreement with the Contractor for the Project.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Farr West City Council does authorize the Farr West City Mayor to execute the agreement between Farr West City and Merrill Sheriff Construction Inc. as contained in the attached Exhibit A.

2. Any existing resolutions or parts thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

3. This Resolution shall take effect immediately upon passage.

[signature page follows]

Approved and adopted by the City Council of Farr West City this _____day of _____, 2026.

FARR WEST CITY

_____
David P. Bolos, Mayor

Vote of City Council

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

ATTEST:

_____
City Recorder

EXHIBIT A - AGREEMENT

DOCUMENT 00 52 00
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between **Farr West City** ("Owner") and **Merrill Sheriff Construction Inc.** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: site work including asphalt, concrete, and installation of utilities; purchase and installation of steel building complete; *and any other items required to render the project complete.*

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Public Works Facility Phase 3***

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Jones & Associates Consulting Engineers.

3.02 The Owner has retained Jones & Associates Consulting Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will be substantially completed on or before **September 30, 2026** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 30 days following the date of Substantial Completion.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner **$1,500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$1,500.00** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Warranty Period

A. Work will be warranted by the Contractor for one (1) year following the date of the Certificate of Substantial Completion.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item), at the unit prices stated in Contractor's Bid, attached hereto as an exhibit.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determination of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such

Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be based on the number of units completed.

1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    a. Ninety-five (95) percent of Work completed (with the balance being retainage); and
    b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – NOT USED

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 To induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement.
2. Performance bond.
3. Payment bond.
4. Warranty bond.
5. General Conditions (pages 1 to 73, inclusive).
6. Supplementary Conditions.
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 32 sheets with each sheet bearing the following general title: Farr West Public Works Project Phase 3.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (including attachments).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

[continued on next page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: FARR WEST CITY	CONTRACTOR: MERRILL SHERIFF CONSTRUCTION INC.
By:	By: Jacob Sheriff
Title: Mayor	Title: Vice President
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title: City Recorder	Title:
Address for giving notices:	Address for giving notices:
Farr West City	***Merrill Sheriff Construction Inc. (MSCI)***
1896 North 1800 West	***707 North 1000 West, Suite 1***
Farr West, UT 84404	***Centerville, UT 84014***
	License No.: 270498-5501 *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

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ORDINANCE NO. 2026-06

AN ORDINANCE OF FARR WEST CITY, UTAH AMENDING TITLE 5 SECTION 5.30.060 OF THE FARR WEST CITY MUNICPAL CODE

WHEREAS, Title 5 Section 5.30 "Agribusiness" of the Farr West City Code of Ordinances establishes certain standards and specifications for various agribusiness activity within Farr West City; and

WHEREAS, the Farr West City Planning Commission has recommended updating and amending Title 5 Section 5.30.060 "Permitted Use Table" to the Farr West City Council; and

WHEREAS, the Farr West City Council desires to update Title 5 Section 5.30.060 "Permitted Use Table" to reflect changes the Farr West City Council has determined necessary and appropriate; and

NOW THEREFORE, the Farr West City Council ordains that Title 5 Section 5.30.060 "Permitted Use Table" of the Farr West City Code of Ordinances shall be amended in part to include updates as provided in the attached **Exhibit A**.

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

5.30.060: PERMITTED USE TABLE:

The following uses are determined desirable in conjunction with a primary agriculture operation. The uses in this Section may be subject to other requirements beyond those imposed by this Chapter. "P" denotes a permitted use, "C" denotes a conditional use, and "--" denotes a use that is not permitted in the A-1 and A-1-R Zones.

Use / Activity	Small Farm	Large Farm
Use / Activity	Small Farm	Large Farm
Agricultural Demonstrations or Educational Classes	P	P
Artisan Goods Production	P	P
Festival Related to Agribusiness	C	C
Community Garden / Rent-a-row	P	P
Corn Maze	--	C
Herb Garden	P	P
Market for On-site Produce	P	P
Market for Multi Farmers / Off-site Products	--	C
Nursery or Greenhouse	C	C
Passenger Rides (tractor, sleigh, wagon, etc.)	--	P
Petting Farm or Zoo	--	C
Photography	P	P
Pumpkin Patch or U-Pick Operation	P	P
Any Other Approved Agribusiness Use	C	C

Nurseries and/or Greenhouses: the retail sale of goods is limited to organic materials produced on-site with an exception for seeds, fertilizer, compost, and planting pots/containers. These items may be sold, stored, and distributed in pre-packaged quantities. However, compost may be purchased and sold in bulk quantities. The sale of planting pots/containers is allowed as a subordinate use to the primary agricultural operation.

Retail activities of nurseries and greenhouses shall not include unrelated merchandise or the operation of a general retail shop. Fruit stands, vegetable stands, and the sale of animal products (e.g., eggs) are limited to items produced entirely on the premises. The resale of

items purchased from off-site vendors is strictly prohibited except as provided for in this section.

Any expansion of use beyond these standards shall require the entity/operator to obtain a commercial rezone or other applicable land use approvals in accordance with City Code.

CHAPTER 5.30
AGRIBUSINESS

SECTION:

5.30.010: Purpose And Intent

5.30.020: Definitions

5.30.030: Applicability

5.30.040: General Standards

5.30.050: Farm Classification

5.30.060: Permitted Use Table

5.30.010: PURPOSE AND INTENT:

A. Purpose. The purpose of this Chapter is to support agriculture within our city. This can be accomplished by fostering economically feasible land use alternatives for local and enterprising agriculture operators who are committed to providing local agricultural produce, artisan goods, and sustainability or rural experience to the public.

B. Intent. It is the intent of this Chapter to benefit farm owners, operators, residents, and the region by aiding such operations in generating supplementary farm income while allowing the preservation of agriculture by enhancing food production, artisan goods, education and related opportunities. This Chapter seeks to:

1. Support a sustainable agricultural environment.

2. Develop agri-business, agri-tourism, farm-to-market, farm-to-table, and related strategies and objectives.

3. Allow an environment for agricultural, and artisan goods that benefit both community and commerce; including agricultural involved experience, education, and outreach. (Ord. 21-04: Ord. 20-08)

5.30.020: DEFINITIONS:

The following definitions apply to this Chapter:

AGRICULTURE: The growing of produce or raising of livestock for human consumption that is consistent with the A-1 or A-1-R Zone where the property is located.

AGRI-BUSINESS:	The use of land to generate revenue as an agricultural operation, the production of food and artisan goods for retail, wholesale, or commercial use, and is inclusive of agri-tourism, farm-to-market, and farm-to-table.
AGRI-TOURISM:	A visit to a working farm or any agricultural, horticultural, or agri-business operation for enjoyment, education, or involvement in the activities of the farm or operation.
ARTISAN GOODS:	Products that are produced by artisans, either completely by hand or with the help of hand-tools or even mechanical means, as long as the direct manual contribution of the artisan remains the most substantial component of the finished product. (Ord. 21-04: Ord. 20-08)

5.30.030: APPLICABILITY:

This Chapter applies to properties in the A-1 and A-1-R Zones. The uses and standards in this Chapter supplement and are in addition to those in the A-1 and A-1-R Zones. It shall be the responsibility of the property owner and/or operator to understand and comply with all applicable codes and any agency requirements. If a conditional use permit is required per the permitted use table in 5.30.060, the conditional use permit application must be completed and submitted to the city for review and receive recommendation by the planning commission and approval by the city council before engaging in any agri-business.

All agri-business and agri-tourism operations, whether the use is permitted or conditional, require a business license. All operations must obtain a business license approved and issued by the City before engaging in business. (Ord. 21-04: Ord. 20-08)

5.30.040: GENERAL STANDARDS:

A. Primary Use: Agriculture is the primary use in the A-1 and A-1-R Zones. Agri-business uses are complementary and accessory to the primary agriculture use.

B. Narrative: All agri-business applications shall be accompanied by a concise narrative describing the farm, agriculture operation, and the overall vision for the proposed agri-business operation. The narrative shall include:

1. Agriculture and farm history.

2. A description or plan for the general maintenance of its agricultural product(s) and proposals for the following:

a. Proposed agri-business uses, including any non-agriculturally related products, uses, or activities.

b. Agriculturally related and non-agriculturally related types of facilities and equipment.

c. Time(s) of normal day-to-day operation.

d. Anticipated number of daily patrons and employees.

e. Parking needs.

3. Site Plan (see Section 17.12.070): All agri-business uses shall have a general design and layout. A site plan is required for conditional uses and new construction, including where additional parking is created for agribusiness use beyond existing hard surfaces.

a. Newly constructed buildings and facilities intended for agri-business purposes and/or to serve agri-tourism needs shall reflect an architectural vernacular that is consistent with the area's rural character. New construction must adhere to the existing City code for accessory buildings. Distance from adjacent lots/parcels and/or dwellings shall be taken into consideration for all buildings and structures. Temporary sanitary facilities are discouraged; however, if found necessary, they shall be discretely incorporated into the agri-business operation and completely screened from street and adjacent property view.

b. An agri-business operation may consist of multiple adjacent properties. However, all properties shall have common ownership. When applying this Chapter to multiple properties, all properties are considered in aggregate.

4. Production. An agri-business use shall, with exception of the winter season, actively and continuously produce an agricultural product for sale and purchase. In the event that the agri-business ceases or becomes improperly maintained, as determined by the City, the right to operate an agri-business use under this Chapter is revoked.

5. Parking. All uses shall have adequate off-street parking as determined based upon the narrative, site plan, and determination of the City Engineer. No on street parking is allowed. Parking areas must look presentable and be maintained.

6. Facilities. Buildings open to the public shall have approved water, sewer, and toilet facilities for use by patrons. The facilities must meet applicable building, occupancy, and fire codes.

7. Uses. To ensure that agriculture is maintained as the primary use, and that an appropriate balance and mixture of agriculturally related and non-agriculturally related uses exist. It shall be required that a minimum of one-half (½) of all uses be agriculture as defined in this Chapter. Uses are measured by the square footage area designated for the uses, including related buildings.

8. Hours of Operation. Agri-business uses are limited to 8:00 A.M. and 10:00 P.M., except where hours may be extended as allowed and permitted by the City.

9. Development Agreement. The City may require a development agreement to be recorded on the property as part of any agri-business use. (Ord. 21-04: Ord. 20-08)

5.30.050: FARM CLASSIFICATION:

The following establishes the classification for farm operations based on acreage:

A. Small Farm. Includes an agriculturally productive property consisting of lot sizes one (1) to five (5) acres.

B. Large Farm. Includes an agriculturally productive property consisting of lot sizes over five (5) acres. (Ord. 21-04: Ord. 20-08)

5.30.060: PERMITTED USE TABLE:

The following uses are determined desirable in conjunction with a primary agriculture operation. The uses in this Section may be subject to other requirements beyond those imposed by this Chapter. "P" denotes a permitted use, "C" denotes a conditional use, and "--" denotes a use that is not permitted in the A-1 and A-1-R Zones.

Use / Activity	Small Farm	Large Farm
Use / Activity	Small Farm	Large Farm
Agricultural Demonstrations or Educational Classes	P	P
Artisan Goods Production	P	P
Festival Related to Agribusiness	C	C
Community Garden / Rent-a-row	P	P
Corn Maze	--	C
Herb Garden	P	P
Market for On-site Produce	P	P
Market for Multi Farmers / Off-site Products	--	C
Nursery or Greenhouse	C	C
Passenger Rides (tractor, sleigh, wagon, etc.)	--	P
Petting Farm or Zoo	--	C
Photography	P	P
Pumpkin Patch or U-Pick Operation	P	P
Any Other Approved Agribusiness Use	C	C

Nurseries and/or Greenhouses: the retail sale of goods is limited to organic materials produced on-site with an exception for seeds, fertilizer, compost, and planting pots/containers. These items may be sold, stored, and distributed in pre-packaged quantities. However, compost may be purchased and sold in bulk quantities. The sale of planting pots/containers is allowed as a subordinate use to the primary agricultural operation.

Commented [LK1]: Because of our conditions listed under this table, wouldn't it make this a "conditional use" of our own making?

Commented [LK2]: See above comment.

Commented [LK3]: Let's verify. Only things produced on the premised are allowed to be sold. Correct?

Commented [LK4]: Ok, updated verbiage included to allow for retail sale of items produced off site.

Retail activities of nurseries and greenhouses shall not include unrelated merchandise or the operation of a general retail shop. Fruit stands, vegetable stands, and the sale of animal products (e.g., eggs) are limited to items produced entirely on the premises. The resale of items purchased from off-site vendors is strictly prohibited except as provided for in this section.

Any expansion of use beyond these standards shall require the entity/operator to obtain a commercial rezone or other applicable land use approvals in accordance with City Code.

Commented [LK5]: If we intend to allow off-site items to be resold in an agri-business so long as they are "related" to items grown on the premises, we are opening pandoras box. We should either prohibit items purchases from off-site vendors being resold or limited with specificity what exact off-site items are allowed to be sold. I would recommend we keep this language.