



NOTICE AND AGENDA

Notice is hereby given that the Garland City Council will hold a work session meeting at 6:00 p.m., followed by a City Council meeting at 7:00 p.m. or thereafter on the 5th day of August 2026, at the Garland City Building. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs. The agenda shall be as follows:

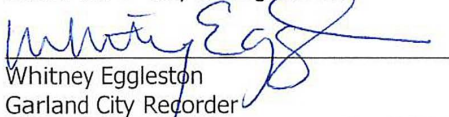
Work Session – 6:00 p.m.

1. Call Work Session to Order
2. Department Head Reports – Parks & Rec/Public Works/Library
3. Adjourn

Regular Meeting – 7:00 p.m.

1. Call to Order – Mayor Austin
2. Thought/Prayer – Council Member Johnsen
3. Pledge of Allegiance – Council Member Allen
4. Vote to Approve Agenda
5. Vote to Approve Minutes
 - a. July 15, 2026
6. Open Comments
7. Public Hearing, Discussion and Possible Action on Ordinance O-26-11 adopting amendments to Title 9, Chapter 1, Section 9 of the Garland City Code regarding certificates of non-compliance.
8. New Business
 - a. Discussion and Possible Action on PO # 08233 Meter at the Park & Fire Hydrant Repairs
 - b. Discussion and Possible Action on Resolution R-26-24 Adopting the Adequate Public Facilities Administration Policy
 - c. Discussion and Possible Action on the Adequacy Determination associated with the 657 Factory Street rezoning application.
 - d. Discussion and Possible Action on the Adequacy Determination associated with the CAPSA site plan application.
 - e. Discussion and Possible Action on the Adequacy Determination associated with the Bear River Eye Center site plan application.
 - f. Discussion and Possible Action on Resolution R-26-25 approving a Development Agreement with CAPSA.
 - g. Discussion and Possible Action on awarding the 300 South Bid
9. Mayor and City Council Reports
 - a. Mayor Austin – Administration/Fire
 - b. Council Member Allen – Emergency Preparedness/Library
 - c. Council Member Atkinson - Youth Council/Beautification/Garland City Days/America250
 - d. Council Member Hall - Parks & Recreation/Sewer
 - e. Council Member Munns - Facilities/Water/Streets
 - f. Council Member Johnsen - Planning & Zoning/Police
10. Financial Review - Approval of Coding for Payroll and Accounts Payable and Utility Account Adjustments
11. Requests for Future Agenda Items
12. Adjourn

Dated the 4th day of August 2026


Whitney Eggleston
Garland City Recorder



**Garland City Council reserves the right to go into a closed session at any time during this meeting.*



Council Work Session, July 15, 2026

Minutes of the Work Session Garland City Council held Wednesday, July 15, 2026, at 6:00 p.m., at Garland City Hall, 72 North Main Street, Garland Utah, 84312

Present: City Council: **Danny Austin, Mayor**
Jim Hall, Councilmember
Jeanette Atkinson, Councilmember
Tena Allen, Councilmember

City Employees: Skyler Gailey, Police Department Lieutenant
Lanette Sorensen, Emergency Preparedness
Jessica Howell, Treasurer
Whitney Eggleston, Recorder

Visitors: Sandra Roundy
Ila Mae Van Valkenburg
Mont Rose
Ben Johnston
Merilee Gardner
Lanise Hall
Katie Hirschi
Josh Thompson
Bryce Goodin
Ben Steele

Welcome & Roll Call

The City Council meeting began at 6:01 p.m. Mayor Austin called the meeting to order and welcomed those in attendance, including all Council Members, City staff, and members of the public.

Department Head Reports

Police Director – Lieutenant Skyler Gailey

Lieutenant Gailey reported that Air Life will host a blood drive on August 14 in honor of Sergeant Lee Sorensen and Officer Eric Estrada, with additional details to come. The permit for the Garland City Day's Wheat and Beet Days Parade has been submitted, and police officers will participate in the Garland City Day's Wheat and Beet Days dunk tank.

Fire- Mayor Austin read a report from Fire Chief who was on shift tonight.

It was reported that the Fire Chief has been busy conducting fire inspections. The department had responded to three grass fires last week. Mayor Austin thanked the Fire Department staff for their continued dedication and service.



Emergency Preparedness – Lanette Sorensen

Mrs. Sorensen reported that Emergency Preparedness will participate in Garland City Day's Wheat and Beet Days by hosting a stick horse race. In place of the annual shelter exercise, the department will conduct a three-phase exercise to evaluate portable air conditioning units. Phase 1 will be at the Armory during the Children's Theater performances, with additional phases at the sewer plant and back shop to monitor temperatures and assess the units' performance.

Code Enforcement- Raeann Bott

Mayor Austin read a report from Code Enforcement Officer Raeann Bott. She reported that she has been working through business license renewals, with only a few remaining outstanding. Businesses that do not renew by July 17 will be issued stop-work orders. She also reported additional vandalism and illegal dumping at the movie theater.

Presentation by Josh Thompson with CAPSA

Josh Thompson with CAPSA reported that the CAPSA project is ready to move forward. He also announced that a community member has committed to donating \$250,000 toward the project.

Adjournment

There being no further business, the meeting was adjourned at 6:17 p.m.

The undersigned, duly acting Recorder for Garland City Corporation, hereby certifies that the foregoing is a true and correct copy of the minutes for the Work Session Meeting held on the above-referenced date.

Whitney Eggleston, Recorder

Date Approved:



Council Regular Meeting, July 15, 2026

Minutes of the Work Session Garland City Council held Wednesday, July 15, 2026 at 7:00 p.m., at Garland City Hall, 72 North Main Street, Garland Utah, 84312

Present: City Council: **Danny Austin, Mayor**
Josh Munns, Councilmember
Jim Hall, Councilmember
Jeanette Atkinson, Councilmember
Tena Allen, Councilmember

City Employees: Skyler Gailey, Police Lieutenant
Lanette Sorensen, Emergency Preparedness
Quinn Dance, City Engineer
Valerie Claussen, City Planner
Jessica Howell, Treasurer
Whitney Eggleston, Recorder

Visitors: Sandra Roundy
Ila Mae Van Valkenberg
Mont Rose
Ben Johnston
Lanise Hall
Ben Steele
Beth Steele
Chris Brasted

1. Call to Order

Mayor Austin called the meeting to order at 7:00 PM and welcomed all in attendance.

2. Thought/Prayer

Councilmember Munns offered the prayer.

3. Pledge of Allegiance

Mayor Austin led the Pledge of Allegiance.

4. Vote to approve agenda

Councilmember Hall moved to approve the meeting agenda. Councilmember Munns seconded the motion. All voted in favor; the agenda was approved.

5. Vote to approve meeting minutes



Councilmember Atkinson moved to approve the July 1, 2026, meeting minutes. Councilmember Munns seconded the motion. Councilmember Allen abstained due to her absence from the July 1 meeting. The motion passed, with Councilmembers Munns, Hall, and Atkinson voting in favor.

6. Open Comments

Mayor Austin invited public comments. No comments were given.

7. New Business

a. Discussion and Possible Action on Traffic Committee

Police Lieutenant Gailey reviewed the West Factory Road speed study, which recommended forming a Traffic Advisory Committee. He explained the committee would consist of a patrol officer, and 2–3 community members, a City Council Member, a member of Public Works Department and himself. The committee would gather information, make recommendations, and present them to the City Council. The committee would serve in an advisory capacity only, with no decision-making authority.

b. Discussion and Possible Action to Amend Garland City Code to Prohibit the Installation and operation of Cryptocurrency ATMS O-26-12

Police Lieutenant Gailey explained that the proposed ordinance is intended to protect residents from fraud and scams involving cryptocurrency ATMs. He clarified that the ordinance does not prohibit cryptocurrency ownership or use, only the installation and operation of cryptocurrency ATMs within Garland City.

Councilmember Munns moved to make an Ordinance of the City of Garland, Utah, adding a new chapter to the Garland Municipal code to prohibit Virtual Currency Kiosks within the city; providing definitions; providing enforcement and penalties; providing a severability clause; and providing an effective date. Councilmember Hall seconded the motion.

Roll Call Vote:

Hall – Yes

Munns – Yes

Atkinson – Yes

Allen – Yes

The Ordinance passed unanimously.

c. Discussion and Possible Action on Resolution R-26-21 adopting the City Master Plan-Storm Drain.



City Engineer Quinn Dance presented the City Master Plan for the Storm Drain. Councilmember Atkinson moved to pass Resolution R-26-21 a Resolution of the City Council, of Garland City, Utah, adopting the Garland City Storm Drain Master Plan as the official Storm Drainage Planning document for the City; Providing for its use in Capital Improvement Planning, development review, public infrastructure design, and future updates; and providing for an effective date. The motion was seconded by Councilmember Munns.

Roll Call Vote:

Hall – Yes

Munns – Yes

Atkinson – Yes

Allen – Abstained from Voting

Councilmember Allen stated that she did not attend City Council Meeting two weeks ago, and has not seen the documentation. Therefore, she was abstaining from voting.

The resolution passed.

d. Discussions and Possible Action on Resolution R-26-22 adopting the City Master Plan- Culinary Water

Councilmember Munns moved to make a motion to adopt R-26-22 a Resolution of the Garland City council adopting the Garland City Culinary Water Master Plan; Finding that the plan serves the public health, safety, and welfare; authorizing implementation of the plan; and providing for related matters. Councilmember Atkinson seconded the motion.

Roll Call Vote:

Hall – Yes

Munns – Yes

Atkinson – Yes

Allen – Abstained

The resolution passed.

e. Discussion and Possible Action on Resolution R-26-23 adopting the City Master Plan- Waste Water.

Councilmember Atkinson moved to adopt a Resolution on R-26-23 a resolution of the Garland City council adopting the Garland City Wastewater facilities master plan; Providing that the master plan shall serve as the city's official long-range planning document for the wastewater collection, conveyance, treatment, and related facilities; authorizing implementation of the plan; and providing for an effective date. Councilmember Munns seconded the motion.



Roll Call Vote:

Hall – Yes

Munns – Yes

Atkinson – Yes

Allen – Abstained

The resolution passed.

f. Discussion and Possible Action on Resolution R-26-24 adopting the Adequate Public Facilities Administration Policy

Mayor Austin stated the resolution was nearly finalized but required additional time. Councilmember Atkinson moved to table Resolution R-26-24. Councilmember Munns seconded the motion, and the motion carried unanimously.

g. Discussion and Possible Action on PO# 08231 UV Lights for Sewer

Mayor Austin reported that replacing the motherboard did not resolve the issue at the sewer plant. Staff recommended purchasing new UV lamps, which have an estimated 5,000-hour lifespan, to restore operation and provide spare inventory. If the issue persists, Xylem will be asked to inspect the system.

Councilmember Munns moved to approve PO #08231 to Xylem for 24 UV lamps in the amount of \$13,063.00. Councilmember Hall seconded the motion, and the motion passed unanimously.

8. Mayor and City Council Reports

a. Mayor Austin - Administration/Fire

Mayor Austin thanked staff for their work and reported that, aside from the ongoing sewer issues, city operations were proceeding as usual.

b. Council Member Allen - Emergency Preparedness/Library

No report given

c. Council Member Atkinson - Youth Council/Beautification/Garland City Days/America250

Councilmember Atkinson reported the Youth Council has a new member and is seeking community service projects. She also noted the City Celebration is less than a month away and a fireworks sponsor is still needed.

d. Council Member Hall - Parks & Recreation/Sewer



Councilmember Hall reported the new park mower is working well. He assisted with mowing while the Parks Director addressed vandalism at the park.

e. Council Member Munns - Facilities/Water/Streets

Councilmember Munns spoke about the 300 South Bid Project. We opened 8 bids today ranging from \$219,000 – \$550,000. Staff will prepare a recommendation for Council consideration at the next meeting.

f. Council Member Johnsen - Planning & Zoning/Police

No report was given Councilmember Johnsen was absent.

9. Financial Review - Approval of Coding for Payroll and Accounts Payable and Utility Account Adjustments

Councilmember Atkinson moved to approve the payroll. Councilmember Allen seconded the motion. All voted in favor; the motion passed.

10. Requests for Future Agenda Items

Mayor Austin invited suggestions for future agenda items. The 300 South bid award and the Adequate Public Facilities Administration Policy were identified for the next City Council agenda.

Adjournment

There being no further business, Councilmember Atkinson moved to adjourn. Councilmember Munn seconded the motion. All voted in favor. The meeting adjourned at 7:35p.m.

The undersigned, duly acting Recorder for Garland City Corporation, hereby certifies that the foregoing is a true and correct copy of the minutes for the Work Session Meeting held on the above-referenced date.

Whitney Eggleston, Recorder

Date Approved:



ORDINANCE NO. O-26-11

AN ORDINANCE AMENDING TITLE 9 OF THE GARLAND CITY CODE, SPECIFICALLY CHAPTERS 1, SECTION 9, REGARDING CERTIFICATES OF NON- COMPLIANCE PROCEDURES.

WHEREAS, the Garland City Council finds it necessary to establish procedures for determining and addressing structures that are occupied or used without required zoning approvals or verified code compliance;

WHEREAS, the Garland City Council finds it appropriate to authorize the use of Certificates of Noncompliance and Certificates of Compliance as public notice tools, with due process protections for affected property owners.

WHEREAS, a public hearing was held on August 5, 2026 to receive public input and comment regarding the proposed amendment to the Garland City Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Garland, Utah, as follows:

Section 1. That Garland City Code be amended and to now include the following:

- 1) The adoption of the proposed changes to Title 9 as shown on Attachment 1.

The provisions of this ordinance shall take effect upon passage, signature of the mayor and after being posted or published as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF GARLAND, UTAH, THIS 5th DAY
OF AUGUST 2026.**

CITY OF GARLAND

By: _____
Danny Austin, Mayor

ATTEST: _____
Whitney Eggleston, City Recorder

Approved as to form:

Steve Brooks, City Attorney

Voting by the City Council

	"YES"	"NO"	"ABSENT"
Jeanette Atkinson	☐	☐	☐
Angie Johnsen	☐	☐	☐
Josh Munns	☐	☐	☐
Tena Allen	☐	☐	☐
Jim Hall	☐	☐	☐
Danny Austin (if tied)	☐	☐	

Attachment 1

(Title 9-1-9 CERTIFICATE OF OCCUPANCY and Certificates of Non-Compliance)

9-1-9: CERTIFICATE OF OCCUPANCY:

A. Required: No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure, or portion thereof, shall be made until the building official has issued a certificate of occupancy.

B. Construction: Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this title or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this title or other ordinances of the jurisdiction shall not be valid.

C. Posting: The certificate of occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the building official.

D. Revocation: The building official may, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this title whenever the certificate is issued in error, or on the basis of incorrect information supplied, or when it is determined that the building or structure, or portion thereof, is in violation of any ordinance or regulation or any of the provisions of this title.

E. . Non-Compliance: Any structure occupied without a required certificate of occupancy or in violation of the adopted building code or the Garland City Code shall be deemed noncompliant. Upon determination by the Building Official that a structure is noncompliant and following notice and an opportunity to cure, Garland City may declare a default under any applicable construction or performance bond and take action consistent with the terms of such bond.

If compliance cannot be verified, Garland City may record a certificate of noncompliance against the property with the Box Elder County Recorder's Office. The certificate of noncompliance shall state that the City is unable to verify code compliance for the structure and that final approval for occupancy has not been granted. The recordation of a certificate of noncompliance shall not be deemed an encumbrance on the noncompliant property but shall merely place interested parties on notice of any continuing violation of this title at the noncompliant property.

Prior to recording a certificate of noncompliance, written notice shall be provided to the responsible person and/or property owner describing the

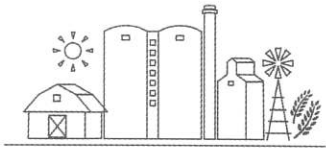
violations and the steps necessary to achieve compliance. The property owner shall be provided a reasonable period of time to bring the structure into compliance, as determined by the Building Official, consistent with the adopted International Building Code and applicable enforcement procedures. If a certificate of noncompliance has been recorded and the Building Official determines that all violations have been corrected, the Building Official shall issue a certificate of compliance by recording the certificate of compliance on the property with the Box Elder County Recorder's Office.

Recordation of the certificate of compliance shall have the effect of canceling the recorded certificate of noncompliance.

F ~~E~~. Responsibility: It shall be the responsibility of the person signing the building permit as owner or contractor to see that a certificate of occupancy is received before the building is used and the notice stating the requirement stays on premises.

G ~~F~~. Penalty: Failure to comply with occupancy permit requirements or removal of the notice stating the requirement to have occupancy permit, will be considered a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code. (Ord., 9-3-1996; amd. 2006 Code)

[BACK TO AGENDA](#)



• GARLAND CITY EST. 1904 •

P.O. Box 129 Garland, Utah 84312
(435) 257-3118

PURCHASE ORDER

08233

Date 7 / 28 / 20

Vendor: Grover Excavation

Charge Code: _____

Quantity	Item	@ \$	Total Amount
	Meter @		
	The Park		
	+		
	Fire Hydrant Repairs		
			\$35,812.50

Bills and invoices should be mailed to Garland City
and should show this order number.

Requestor _____

Approver _____

Grover Excavation Inc.
10815 North 5600 West
Tremonton, UT 84337

Quotation

Quote Number
m391

435-230-0085

Quote Date
Jul 31, 2026

Page
1

Quoted to:
Garland City Corp.
PO. Box 129
Garland, UT 84312

At Grover Excavation, we appreciate your business.

P.O. #		Good Thru	Payment Terms	
		8/30/26	Net 30 Days	

Quantity	Item	Description	Unit Price	Extension
2.00		Install cone with ring and lid vault and water meter at the park, Meter supplied by the city		5,500.00
		Flange by Mj adapters to hold meter	442.00	884.00
		Replace hydrant on 300 south 200 west all gravel backfill and restore Asphalt		5,500.00
		cut out curb Replace hydrant by Tabernacle all gravel backfill and restore Asphalt		8,500.00
2.00		Red Clow Medallion Hydrant	5,273.00	10,546.00
2.00		6 in Gate valves if needed	1,450.00	2,900.00
35.00	rb1	Tons Crushed Road Base Gravel	19.50	682.50
4.00	apl	Tons of Asphalt Patch	325.00	1,300.00
Subtotal				35,812.50
Sales Tax				
Freight				
Total				35,812.50

[BACK TO AGENDA](#)



**Local Government
& Land Use Consulting**
930 Chambers St, Suite 2
South Ogden, UT 84403
(801) 732-7200

TO: Honorable Mayor and Garland City Council
FROM: Valerie Claussen, MPA, AICP
MEETING DATE: August 5, 2026

RE: Discussion and Possible Action on Resolution R-26-24 adopting the Adequate Public Facilities Administration Policy

RECOMMENDATION:

Move to adopt Resolution R-26-24 approving the Adequate Public Facilities Administration Policy.

Background

The Adequate Public Facilities Ordinance was adopted by City Council in December 2025 to help facilitate the orderly growth and development of the City and establish better concurrency with new development and the available capacity of the City's water, sewer, storm drain and transportation facilities. This Administration Policy will further assist the City in reviewing adequacy determinations when it comes specifically to the sewer.

Attachments

- 1) Resolution R-26-24 Adequate Public Facilities Administration Policy



RESOLUTION NO. R-26-24

A RESOLUTION OF THE GARLAND CITY COUNCIL ADOPTING THE GARLAND CITY ADEQUATE PUBLIC FACILITIES PLAN (APFP); ESTABLISHING POLICIES FOR DETERMINING THE AVAILABILITY OF PUBLIC FACILITIES NECESSARY TO SERVE NEW DEVELOPMENT; IMPLEMENTING THE CITY'S ADEQUATE PUBLIC FACILITIES ORDINANCE; PROVIDING FOR THE COORDINATION OF LAND USE AND CAPITAL FACILITIES PLANNING; AUTHORIZING ADMINISTRATION OF THE PLAN; PROVIDING FOR ANNUAL REVIEW; PROVIDING FOR AMENDMENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Garland City ("City") is a municipal corporation organized and existing under the laws of the State of Utah; and

WHEREAS, the City Council is authorized by the Utah Constitution, the Utah Municipal Code, and the Utah Municipal Land Use, Development, and Management Act ("LUDMA"), Utah Code Title 10, Chapter 9a (or its successor provisions), to regulate land use and development in order to protect the public health, safety, and general welfare; and

WHEREAS, the City has adopted a General Plan establishing long-range goals for growth, land use, transportation, utilities, public services, economic development, and community character; and

WHEREAS, the City has adopted or is in the process of adopting master plans for culinary water, wastewater, storm drainage, transportation, parks, and other public infrastructure in order to guide the orderly expansion and maintenance of municipal facilities; and

WHEREAS, the City has adopted an Adequate Public Facilities Ordinance ("APFO") requiring that certain development applications demonstrate the availability of adequate public facilities before approval; and

WHEREAS, the City recognizes that orderly growth requires the careful coordination of land development with the planning, financing, construction, operation, and maintenance of public infrastructure; and

WHEREAS, the City further recognizes that approving development without adequate public facilities may result in:

- degradation of municipal services;
- increased financial burdens upon existing taxpayers;
- public health and safety concerns;
- reduced reliability of public utilities;
- unnecessary capital expenditures;
- inequitable allocation of limited public resources; and
- inconsistent implementation of the City's General Plan;

and

WHEREAS, the City Council finds that public facilities should be available concurrently with development whenever reasonably practicable and that adequate public facilities planning promotes responsible growth while protecting existing residents and future development alike; and

WHEREAS, the City desires to establish a comprehensive Adequate Public Facilities Plan ("APFP") that provides consistent standards, administrative procedures, technical guidance, and annual reporting for determining whether adequate public facilities are available to serve proposed development; and

WHEREAS, the City Council further finds that the APFP should coordinate with:

- the General Plan;
- adopted Master Plans;
- Capital Improvement Plans;
- Capital Facilities Plans;
- Impact Fee Facilities Plans;
- engineering design standards;
- development agreements;
- utility planning documents;
- and other adopted municipal policies;

to ensure that infrastructure planning remains comprehensive, predictable, and fiscally responsible; and

WHEREAS, the City Council has reviewed the proposed Garland City Adequate Public Facilities Plan attached hereto as **Exhibit A**, has received input from City staff and the City Engineer, and finds that adoption of the Plan serves the best interests of Garland City and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garland City, Utah, as follows:

Section 1.

Adoption.

The document entitled "**Garland City Adequate Public Facilities Plan (APFP)**," attached as **Exhibit A**, is hereby approved and adopted as the official Adequate Public Facilities Plan of Garland City.

The Plan shall be maintained by the City Recorder and shall be incorporated into the City's official planning documents.

Section 2.

Purpose.

The purpose of the APFP is to establish uniform policies and procedures for determining whether adequate public facilities are available to serve proposed development while protecting the public health, safety, welfare, and fiscal integrity of Garland City.

The APFP is intended to:

- A. Coordinate land use decisions with available public infrastructure;

- B. Preserve adopted levels of municipal service;
- C. Protect the City's investment in public facilities;
- D. Ensure equitable allocation of available public capacity;
- E. Provide consistent standards for development review;
- F. Improve long-range capital planning;
- G. Promote orderly and sustainable community growth; and
- H. Implement the City's Adequate Public Facilities Ordinance.

Section 3.

Relationship to Other Planning Documents.

The APFP shall be administered in conjunction with the City's:

- General Plan;
- Culinary Water Master Plan;
- Wastewater Facilities Master Plan;
- Storm Drain Master Plan;
- Transportation Master Plan;
- Parks and Recreation Master Plan;
- Capital Improvement Plan;
- Capital Facilities Plans;
- Impact Fee Facilities Plans;
- Engineering Design Standards;
- Development Agreements;
- Municipal Code; and
- any other planning documents adopted by the City Council.

Nothing contained herein shall supersede any applicable provision of state law or Garland City ordinance.

Section 4.

Administration.

The Mayor, City Planner, City Engineer, Public Works Director, Planning Commission, Building Official, City Recorder, and such other City officials as may be designated by ordinance or policy are authorized and directed to administer the APFP consistent with Utah law, City ordinance, and this Resolution.

Section 5.

Annual Adequate Public Facilities Report.

The City Administrator and City Engineer shall prepare, or cause to be prepared, an Annual Adequate Public Facilities Report for review by the City Council.

The report should include, as applicable:

1. Existing public facility capacity;
2. Committed capacity;
3. Remaining available capacity;
4. Public facility deficiencies;
5. Recommended capital improvements;
6. Utility constraint areas;
7. Development activity;
8. Available Equivalent Residential Unit (ERU) allocations;

9. Recommendations concerning development limitations, allocations, or temporary restrictions; and

10. Any additional information deemed necessary for implementation of the APFP.

The Annual Report may be incorporated into the City's Capital Improvement Planning process and Impact Fee Facilities Planning documents where appropriate.

Section 6.

Amendments.

The Garland City Council may amend the APFP by resolution following review and recommendation by the Mayor, City Planner, City Engineer, Planning Commission when required, and any other advisory body deemed appropriate by the City Council.

Minor administrative forms, worksheets, technical manuals, engineering standards, mapping updates, and administrative procedures referenced within the APFP may be updated administratively unless otherwise directed by the City Council.

Section 7.

Interpretation.

This Resolution and the APFP shall be interpreted to further the purposes of the City's Adequate Public Facilities Ordinance and applicable Utah law.

In the event of any conflict between the APFP and any controlling ordinance, state statute, or court decision, the ordinance, statute, or controlling law shall govern.

Section 8.

Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Resolution or the attached APFP is determined by a court of competent jurisdiction to be invalid or unconstitutional, such determination shall not affect the remaining portions, which shall continue in full force and effect.

Section 9.

Effective Date.

This Resolution shall become effective immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the City Council of Garland, Utah, this ____ day of July, 2026.

GARLAND CITY

Danny Austin, Mayor

ATTEST:

Whitney Eggleston, City Recorder

APPROVED AS TO FORM:

Steve Brooks, City Attorney

VOTING:

Jeanette Atkinson	Yes	____	No	____
Josh Munns	Yes	____	No	____
Tena Allen	Yes	____	No	____
Jim Hall	Yes	____	No	____
Angie Johnsen	Yes	____	No	____

Exhibit A

Sewer Capacity Allocation and APFO Administration Policy

Purpose

This policy establishes a practical framework for administering sewer-related adequacy determinations under Title 12 of the City Code when treatment plant capacity or collection system performance is constrained, including seasonal constraints caused by infiltration and inflow. It is intended to provide predictable, data-based, and uniform direction to staff, applicants, the Planning Commission, and the City Council in applying the Adequate Public Facilities Ordinance (APFO). This policy supplements Title 12 and is adopted pursuant to the City Council's authority to establish rules, regulations, administrative guidelines, forms, worksheets, and processes necessary to efficiently and fairly implement the APFO.

Findings

The City's APFO requires sewer adequacy determinations before qualifying development applications proceed and provides that sewer impacts are evaluated on a citywide basis through the sewer model, with the minimum service capacity standard determined by the City.

The APFO also requires the City to monitor existing development, committed development, sewer capacity identified in the Capital Facilities Plan, and capacity created by current capital projects, and it requires an annual adequacy report with particular focus on sewer capacities and recommended limitations, restrictions, or allocations.

Because wastewater systems affected by infiltration and inflow may experience seasonal or wet-weather peak loading that materially differs from average dry-weather conditions, the City must base sewer adequacy administration on demonstrated operational conditions rather than nominal design assumptions alone.

Policy statements

1) Sewer adequacy standard

- For APFO administration, sewer capacity shall be evaluated using the most recent adopted Sewer Adequacy Report¹, the City's sewer model, available plant operations data, and the City Engineer's written analysis.

¹ The baseline Sewer Adequacy Report is the 2026 Garland City Wastewater Facility Plan. After this first year there will be an annual Sewer Adequacy Report completed to analyze the Sewer capacity and existing conditions.

The City Engineer shall identify: existing average day flow, peak day flow, wet-weather peak flow, committed demand, remaining available capacity, known collection constraints, and any seasonal period during which the treatment plant or key collection facilities operate at or above the City's adopted minimum service capacity standard.

If the City Council has determined through the adopted Sewer Adequacy Report, that sewer facilities are inadequate, staff shall issue a negative adequacy recommendation for sewer unless and until adequate capacity is restored, because Title 12 does not allow conditional adequacy recommendations where water or sewer facilities have been deemed inadequate.

2) Annual ERU allocation framework

For each annual reporting period, the City shall establish by resolution a citywide sewer allocation expressed in Equivalent Residential Units (ERUs), based on the available capacity identified in the Sewer Adequacy Report after accounting for existing demand, committed development, operational reserve, and safety margin.

Unless otherwise established by Council in the annual resolution, the annual sewer allocation shall be divided as follows:

- 10 ERUs reserved for Tier 1 projects.
- 40 ERUs reserved for Tier 2 projects.
- 0 ERUs are reserved for Tier 3 projects*

** Unused Tier 1 or Tier 2 allocations may be reallocated by Council after the midpoint of the reporting year if the City Engineer confirms that doing so will not reduce service reliability during the seasonal peak period.*

- 10 percent of otherwise available annual ERUs held as an unallocated operating reserve that may be released by Council only upon recommendation of the Administrator and City Engineer if updated flow data supports that release.

3) **Project tiers and thresholds**

Projects shall be classified for sewer allocation purposes as follows:

Tier	Project size	Standard review path
Tier 1	1 to 3 ERUs	Administrative sewer capacity check and standard adequacy worksheet
Tier 2	4 to 25 ERUs	Engineer review memo addressing plant capacity, downstream conveyance, and timing/phasing
Tier 3	26 or more ERUs, or any project expected to generate more than 10,000 gallons per day	Full sewer impact analysis, model review as needed, and Council-specific allocation decision

If a project is phased, the total project ERUs—not only the first phase—shall determine the project tier unless Council expressly approves a phased allocation schedule tied to demonstrated future capacity.

a) **Tier 1 Projects**

Tier 1 projects are intended to accommodate small-scale infill and individual legal lot development while preserving a narrow amount of citywide sewer capacity for ordinary low-impact growth.

A Tier 1 project may receive a positive adequacy recommendation when all of the following are met:

- The project adds no more than 3 ERUs.
 - Sufficient ERUs remain in the Tier 1 reserve.
 - The project is not located in a mapped sewer constraint area or, if it is, the City Engineer finds the connection will not worsen a known localized deficiency.
 - The applicant complies with all City sewer construction standards, including watertight connections and any applicable inspection or testing requirements.
- Once the annual Tier 1 reserve is exhausted, additional Tier 1 applications shall either wait for the next allocation period or be considered by Council only if unused capacity from another tier is formally reallocated.

b) Tier 2 Projects

Tier 2 projects are intended to capture moderate scale development that is large enough to noticeably draw on available sewer capacity but still small enough that localized engineering review and targeted conditions can typically address impacts. Tier 2 projects generally include small to midsize subdivisions, modest multifamily projects, and similar uses that do not, by themselves, dictate citywide allocation decisions.

Tier 2 projects may receive a positive adequacy recommendation only when the City Engineer determines that both treatment capacity and relevant collection system capacity remain available during the applicable seasonal peak period. When capacity is limited but not yet deemed inadequate, the City may recommend phased approvals, delayed recordation, delayed building permits, or other conditions authorized by Title 12, provided sewer has not been formally deemed inadequate by Council.

c) Tier 3 Projects

Tier 3 projects are major capacity users and shall not be approved on a first-come, first-served basis without a project-specific Council finding that sufficient citywide sewer capacity exists after accounting for all existing development, committed development, adopted reserves, and previously allocated projects.

Tier 3 projects are intended to capture major developments whose sewer demands are significant enough to influence citywide capacity planning, timing of capital improvements, and how remaining ERUs are allocated among other projects. Tier 3 projects typically include large residential subdivisions, substantial multifamily or mixed-use projects, or other high demand uses that can materially affect plant loading, key trunk lines, and the City's ability to serve future growth.

- Tier 3 applications shall include a sewer impact analysis prepared by a qualified engineer addressing projected average day flow, peak flow, seasonal loading implications, downstream conveyance impacts, phasing, and any public improvements or reimbursements proposed under a development agreement.

Unless the City Council finds otherwise based on substantial evidence in the record, no single Tier 3 project shall receive more than 50 percent of the annual Tier 3 allocation in a single reporting year.

4) Constraint areas and localized deficiencies

The Administrator and City Engineer shall maintain and periodically update a sewer constraint area map showing basins, trunk lines, pump stations, or subareas with known surcharge risk, excessive infiltration and inflow, or unresolved operational deficiencies.

A project may have citywide plant capacity available but still receive a negative adequacy recommendation if the City Engineer determines the localized collection system serving the site lacks available capacity or reliability at the adopted minimum service capacity standard.

5) Allocation procedures

Sewer capacity allocations shall be tracked on a first-complete, first-reviewed basis within each project tier, subject to Council's retained discretion on adequacy determinations under Title 12.

For each adequacy recommendation involving sewer, staff shall include at minimum:

- Existing plant demand.
- Committed demand.
- Proposed project ERUs and estimated flow.
- Remaining annual tier allocation before and after the project.
- Whether the project is within a sewer constraint area.
- Whether the recommendation is positive, negative, or positive with conditions, if authorized by Title 12.

No sewer allocation shall vest until Council adopts the associated adequacy determination, and any unused allocation shall expire with the adequacy determination unless otherwise reallocated by Council in the annual Sewer Adequacy Report or a subsequent resolution.

6) Development agreements and capital improvements

Where sewer capacity is limited but not deemed inadequate, the City may require a development agreement that phases development, defers later permits, or requires applicant participation in planned capital improvements already identified in the applicable Capital Facilities Plan, consistent with Title 12.

Any such agreement shall include, as applicable, an engineer's cost estimate, schedule for construction, identification of cost participation, and a clear statement of the amount and timing of capacity made available to the project.

7) Moratorium or temporary suspension

If operating data shows that the treatment plant or sewer system is exceeding the City's adopted minimum service capacity standard such that additional allocations would create an unreasonable risk of service failure, permit noncompliance, or public health concerns, the Council may adopt a temporary moratorium or suspend new sewer allocations pending completion of corrective actions or the next Sewer Adequacy Report.

Any moratorium or suspension should identify the factual basis, the affected application types, exemptions if any, the corrective actions underway, and the conditions for termination.

8) **Administration of this policy**

The City Engineer is directed to provide the technical basis for ERU conversion factors, seasonal capacity assumptions, operating reserve recommendations, and updates to sewer constraint mapping used under this policy.

As needed, the Administrator is directed to prepare standard forms or templates to implement this policy in a uniform manner.

If any provision of this policy conflicts with Title 12 or other controlling law, the ordinance and controlling law shall govern

[BACK TO AGENDA](#)



**Local Government
& Land Use Consulting**
930 Chambers St, Suite 2
South Ogden, UT 84403
(801) 732-7200

TO: Honorable Mayor and Garland City Council
FROM: Valerie Claussen, MPA, AICP
MEETING DATE: August 5, 2026

RE: Discussion and Possible Action on the following Adequacy Determinations (under separate action):

1. Discussion and Possible Action on the Adequacy Determination associated with the 657 Factory Street rezoning application.
2. Discussion and Possible Action on the Adequacy Determination associated with the CAPSA site plan application.
3. Discussion and Possible Action on the Adequacy Determination associated with the Bear River Eye Center site plan application.

RECOMMENDATIONS:

1. Move to approve the conditional Adequacy Determination associated with the 657 Factory Street rezoning application, as described in the Engineering Memo.
2. Move to approve the positive Adequacy Determination associated with the CAPSA site plan application, as described in the Engineering Memo.
3. Move to approve the positive Adequacy Determination associated with the Bear River Eye Center site plan application, as described in the Engineering Memo.

Background

With the City's Master Utility Plan Studies completed and adopted, and an Adequate Public Facilities Ordinance (APFO) Administration Policy in place, the adequacy determination applications the City has received since the APFO was adopted are now ready for Council's review.

It is extremely important to note that a positive adequacy determination is **not an approval of a land use application.** An adequacy determination is required once a development application is received that consists of a proposal that will create additional connections to a City utility. But the determination is limited in scope to only the engineering reviewing capacity of the City's utilities. The adequacy determinations

are valid for a year, so they also can't be "stockpiled" for projects that are not in active development approval processes (e.g. rezones, preliminary plats, site plans, etc.)

In the instance of a rezoning with no improvement plans at this stage of the request, the storm drain adequacy cannot be fully determined. So, a conditional adequacy approval is being proposed, with the condition that a subsequent adequacy determination for the storm drain will be made at time of either preliminary plat or site plan. The APFO contemplates conditional adequacy determinations being made for storm drain and street facilities.

With positive and conditional approval of these adequacy determinations, each of these respective projects will proceed with their next step in their associated land development application process.

Attachments

- 1) 657 West Factory Street Adequacy Determination Engineering Memo
- 2) CAPSA Site Plan Adequacy Determination Engineering Memo
- 3) Bear River Eye Center Adequacy Determination Engineering Memo



MEMORANDUM

DATE: July 30, 2026
TO: Garland City
CC: Valerie Claussen, City Planner
FROM: Quinn Dance, P.E., City Engineer
SUBJECT: Mont Rose Development – Adequacy Determination Review

An application for Adequacy Determination for the Mont Rose development was submitted to the city for review. This review is based on Title 12 within the city code and the proposed "Sewer Capacity Allocation and APFO Administration Policy".

Development Details

1. Residential Units – Eight (8) single-family units
 - a. Estimated water usage = 180 gallons per day (gpd)

Minimum Service Capacity Standards (10-12-11.C and Table 12.01)

The following service levels must be maintained after the impact of the development has been incorporated into the respective system.

Culinary Water

1. Source:
 - a. Indoor = 800 gpd
 - b. Outdoor = 3.96 gallons per minute (gpm) per irrigated acre
2. Storage:
 - a. Indoor = 400 gallons per equivalent residential unit (ERU)
 - b. Outdoor = 2,848 gallons per irrigated acre
3. Pressure:
 - a. 40 psi – Peak Day Demand
 - b. 30 psi – Peak Instantaneous Demand
 - c. 20 psi – During fire flow conditions and Peak Day Demand



Sanitary Sewer

1. Sanitary sewer model
2. Min. service capacity standard determined by the City = 85%

Storm Drain

1. Detention = 0.1 cubic foot per second (cfs) per acre release rate
2. Detention Basin Volume = 100-yr storm
3. Piping System Capacity = 10-yr storm
4. Storm drain model

Streets

1. Two means of ingress/egress for a maximum of 50 dwelling units
2. Traffic study

Adequacy Determination (10-12-11)

The table below summarizes if the Public Facilities are available, adequate and comply with minimum service capacity standards described above.

Public Facility	Availability	Adequacy	Min. Standards
Culinary Water: Source	Yes	Yes	Yes
Culinary Water: Storage	Yes	Yes	Yes
Culinary Water: Pressure	Yes	Yes	Yes
Sanitary Sewer: Collection	Yes	Yes	Yes
Sanitary Sewer: Treatment	Yes	Yes	Yes
Storm Drain	Yes	No	No
Streets	Yes	Yes	Yes

Recommendation – Conditional based on storm drain adequacy and min. standards analysis

- Reason: At the time of the application no site plan or preliminary drainage plan was provided. Therefore, at the future land use applications, a storm drain analysis/review will be required.



Annual Sewer ERU Allocation Tracking

In accordance with the proposed "Sewer Capacity Allocation and APFO Administration Policy", this project falls within Tier 2. The table below summarizes the annual 2026 ERU allocation at the time of this determination.

	Annual Sewer Allocation (ERUs)	Previously Allocated ERUs	Development ERUs	2026 Remaining ERUs
Tier 1	10	1	0	9
Tier 2	40	20	8	12
Tier 3	0	0	0	0

This adequacy determination is only a preliminary infrastructure analysis that is used for general information and planning for the city. Future land use applications should still be considered individually based on subsequent review of those applications. This does not imply approval of future land use applications.

We appreciate the opportunity to provide this determination, feel free to reach out with any questions.



THE
LANGDON
GROUP



J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

MEMORANDUM

DATE: July 30, 2026
TO: Garland City
CC: Valerie Claussen, City Planner
FROM: Quinn Dance, P.E., City Engineer
SUBJECT: CAPSA – Adequacy Determination Review

An application for Adequacy Determination for the CAPSA development was submitted to the city for review. This review is based on Title 12 within the city code and the proposed "Sewer Capacity Allocation and APFO Administration Policy".

Development Details

1. Residential Units – 20 units within five multifamily buildings with four townhomes in each building. Approx. 1,200 square feet (sf) per unit.
2. Commercial Units – One (1) 11,750 sf administrative building
 - a. Estimated water usage
 - i. Indoor = 596 gallons per day (gpd)
 - ii. Outdoor = 3,359 gpd during irrigation season (**2.33 gpm**)
3. The residential units will be completed in Phase 1, and the commercial units will be completed in Phase 2.
 - a. Phase 1 is only being considered currently for adequacy approval.

Minimum Service Capacity Standards (10-12-11.C and Table 12.01)

The following service levels must be maintained after the impact of the development has been incorporated into the respective system.

Culinary Water

1. Source:
 - a. Indoor = 800 gpd
 - b. Outdoor = 3.96 gallons per minute (gpm) per irrigated acre



2. Storage:
 - a. Indoor = 400 gallons per equivalent residential unit (ERU)
 - b. Outdoor = 2,848 gallons per irrigated acre
3. Pressure:
 - a. 40 psi – Peak Day Demand
 - b. 30 psi – Peak Instantaneous Demand
 - c. 20 psi – During fire flow conditions and Peak Day Demand

Sanitary Sewer

1. Sanitary sewer model
2. Min. service capacity standard determined by the City = 85%

Storm Drain

1. Detention = 0.1 cubic foot per second (cfs) per acre release rate
2. Detention Basin Volume = 100-yr storm
3. Piping System Capacity = 10-yr storm
4. Storm drain model

Streets

1. Two means of ingress/egress for a maximum of 50 dwelling units
2. Traffic study

Adequacy Determination (10-12-11)

The table below summarizes if the Public Facilities are available, adequate and comply with minimum service capacity standards described above.

Public Facility	Availability	Adequacy	Min. Standards
Culinary Water: Source	Yes	Yes	Yes
Culinary Water: Storage	Yes	Yes	Yes
Culinary Water: Pressure	Yes	Yes	Yes
Sanitary Sewer: Collection	Yes	Yes	Yes
Sanitary Sewer: Treatment	Yes	Yes	Yes
Storm Drain	Yes	Yes	Yes
Streets	Yes	Yes	Yes



Recommendation – Positive

Annual Sewer ERU Allocation Tracking

In accordance with the proposed “Sewer Capacity Allocation and APFO Administration Policy”, this project falls within Tier 2. The table below summarizes the annual 2026 ERU allocation at the time of this determination.

	Annual Sewer Allocation (ERUs)	Previously Allocated ERUs	Development ERUs	2026 Remaining ERUs
Tier 1	10	0	0	10
Tier 2	40	0	20	20
Tier 3	0	0	0	0

This adequacy determination is only a preliminary infrastructure analysis that is used for general information and planning for the city. Future land use applications should still be considered individually based on subsequent review of those applications. This does not imply approval of future land use applications.

We appreciate the opportunity to provide this determination, feel free to reach out with any questions.



THE
LANGDON
GROUP



J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

MEMORANDUM

DATE: July 30, 2026
TO: Garland City
CC: Valerie Claussen, City Planner
FROM: Quinn Dance, P.E., City Engineer
SUBJECT: Bear River Eye Center – Adequacy Determination Review

An application for Adequacy Determination for the Bear River Eye Center development was submitted to the city for review. This review is based on Title 12 within the city code and the proposed "Sewer Capacity Allocation and APFO Administration Policy".

Development Details

1. Residential Units – N/A
2. Commercial Units – One (1) office building
 - a. Estimated water usage = 200 gallons per day (gpd)

Minimum Service Capacity Standards (10-12-11.C and Table 12.01)

The following service levels must be maintained after the impact of the development has been incorporated into the respective system.

Culinary Water

1. Source:
 - a. Indoor = 800 gpd
 - b. Outdoor = 3.96 gallons per minute (gpm) per irrigated acre
2. Storage:
 - a. Indoor = 400 gallons per equivalent residential unit (ERU)
 - b. Outdoor = 2,848 gallons per irrigated acre
3. Pressure:
 - a. 40 psi – Peak Day Demand
 - b. 30 psi – Peak Instantaneous Demand



- c. 20 psi – During fire flow conditions and Peak Day Demand

Sanitary Sewer

1. Sanitary sewer model
2. Min. service capacity standard determined by the City = 85%

Storm Drain

1. Detention = 0.1 cubic foot per second (cfs) per acre release rate
2. Detention Basin Volume = 100-yr storm
3. Piping System Capacity = 10-yr storm
4. Storm drain model

Streets

1. Two means of ingress/egress for a maximum of 50 dwelling units
2. Traffic study

Adequacy Determination (10-12-11)

The table below summarizes if the Public Facilities are available, adequate and comply with minimum service capacity standards described above.

Public Facility	Availability	Adequacy	Min. Standards
Culinary Water: Source	Yes	Yes	Yes
Culinary Water: Storage	Yes	Yes	Yes
Culinary Water: Pressure	Yes	Yes	Yes
Sanitary Sewer: Collection	Yes	Yes	Yes
Sanitary Sewer: Treatment	Yes	Yes	Yes
Storm Drain	Yes	Yes	Yes
Streets	Yes	Yes	Yes

Recommendation – Positive



Annual Sewer ERU Allocation Tracking

In accordance with the proposed "Sewer Capacity Allocation and APFO Administration Policy", this project falls within Tier 1. The table below summarizes the annual 2026 ERU allocation at the time of this determination.

	Annual Sewer Allocation (ERUs)	Previously Allocated ERUs	Development ERUs	2026 Remaining ERUs
Tier 1	10	0	1	9
Tier 2	40	20	0	20
Tier 3	0	0	0	0

This adequacy determination is only a preliminary infrastructure analysis that is used for general information and planning for the city. Future land use applications should still be considered individually based on subsequent review of those applications. This does not imply approval of future land use applications.

We appreciate the opportunity to provide this determination, feel free to reach out with any questions.

[BACK TO AGENDA](#)



RESOLUTION NO. R-26-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, UTAH, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GARLAND AND CAPSA REGARDING THE FUTURE EXTENSION OF 350 WEST AND ASSOCIATED PUBLIC IMPROVEMENTS, SUBJECT TO AND CONTINGENT UPON APPROVAL AND RECORDING OF THE FINAL PLAT

WHEREAS, CAPSA (Citizens Against Physical and Sexual Abuse, Inc.) (the “Developer”), has submitted a Final Plat for a single development parcel within the City of Garland that includes the dedication of right-of-way for the future extension of 350 West; and

WHEREAS, construction of the future roadway improvements for 350 West is not proposed as part of the initial phase of development and is instead intended to occur when future development of the property or surrounding area warrants such construction; and

WHEREAS, the City’s typical subdivision process requires required public improvements to be constructed with the development or secured through the City’s standard improvement assurance process; and

WHEREAS, because the future roadway improvements will serve not only the initial phase but also anticipated future phases and adjoining properties, the City and the Developer have agreed that the future obligations should be clearly documented in a recorded Development Agreement rather than relying solely on plat notes or assumptions; and

WHEREAS, the proposed Development Agreement memorializes the parties’ understanding regarding the future extension of 350 West and associated public improvements by:

- (a) acknowledging that the right-of-way for the future roadway will be dedicated with the Final Plat;
- (b) allowing the roadway improvements to be deferred until they become necessary based upon future development or other identified triggering events;
- (c) establishing objective circumstances under which the improvements must be constructed;
- (d) requiring the obligations to run with the land so that future owners remain responsible for constructing the improvements;
- (e) protecting the City’s ability to require completion of the roadway before additional development occurs or when public connectivity and infrastructure needs justify its construction; and
- (f) providing mechanisms for reimbursement and enforcement should the City ultimately construct the improvements; and

WHEREAS, the Development Agreement does not waive the City's development standards or future approval authority, but instead provides certainty to both the City and the Developer

regarding how and when the deferred roadway improvements will be completed while preserving the City's ability to ensure the transportation network is ultimately built; and

WHEREAS, the City Council finds that the proposed Development Agreement is in the best interest of the City because it provides a legally enforceable mechanism to ensure the future roadway obligations remain attached to the property while allowing the Phase 1 development to proceed without requiring construction of infrastructure that is not yet needed; and

WHEREAS, without the Development Agreement, future responsibility for constructing the roadway could become less certain if the property changes ownership or develops incrementally over time, and recording the agreement against the property ensures these obligations remain enforceable regardless of future ownership; and

WHEREAS, it is appropriate that approval of the Development Agreement be expressly conditioned upon the approval and recording of the Final Plat, as the agreement is intended to implement and supplement the subdivision approval and has no practical effect independent of the plat; and

WHEREAS, the City Council has reviewed the Development Agreement and the accompanying staff recommendation and finds that approval of the agreement, subject to the conditions set forth herein, is consistent with the City's land use ordinances, transportation planning objectives, and the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garland, Utah, as follows:

Section 1. The foregoing recitals are incorporated herein by reference and are adopted as findings of the City Council.

Section 2. Adoption.

The document entitled "**CAPSA Development Agreement**" attached as **Exhibit A**, is hereby approved and adopted.

The Agreement shall be maintained by the City Recorder and shall be incorporated into the City's official planning documents.

Section 3. The Mayor is authorized and directed to execute the Development Agreement on behalf of the City, and the City Recorder or other appropriate City officials are authorized to take all actions necessary to effectuate the purposes of this Resolution, including recording the Development Agreement against the subject property following recording of the Final Plat.

Section 4. Approval of the Development Agreement is expressly conditioned upon the approval and recording of the Final Plat. If the Final Plat is not approved and recorded, this approval shall be of no force or effect.

Section 5. This Resolution shall take effect immediately upon its adoption.

APPROVED, PASSED AND ADOPTED by the City Council of Garland, Utah, this ____ day of August, 2026.

GARLAND CITY

Danny Austin, Mayor

ATTEST:

Whitney Eggleston, City Recorder

APPROVED AS TO FORM:

Steve Brooks, City Attorney

VOTING:

Jeanette Atkinson	Yes ____	No ____
Josh Munns	Yes ____	No ____
Tena Allen	Yes ____	No ____
Jim Hall	Yes ____	No ____
Angie Johnsen	Yes ____	No ____



**Local Government
& Land Use Consulting**
930 Chambers St, Suite 2
South Ogden, UT 84403
(801) 732-3200

TO: Honorable Mayor and Garland City Council

FROM: Valerie Claussen, MPA, AICP

MEETING DATE: August 5, 2026

SUBJECT: Consideration of a Development Agreement between Garland City and CAPSA that memorializes the developer's obligation to construct the future extension of 350 West and associated public improvements at the appropriate time, while allowing the Final Plat to proceed with dedication of the necessary right-of-way. The agreement provides a legally enforceable framework for deferred roadway construction and ensures these obligations run with the property.

RECOMMENDATION:

- 1) Move to approve the Development Agreement, subject to and contingent upon the City's approval and recording of the Final Plat.

Background

As part of the CAPSA project, the applicant is requesting approval of a Final Plat for a single development parcel that includes the dedication of right-of-way for the future extension of 350 West. While the roadway corridor is being dedicated now, construction of the future roadway improvements is not proposed as part of the initial phase of development. Instead, those improvements are intended to occur when future development of the property or surrounding area warrants their construction.

This differs slightly from the City's typical subdivision process. Ordinarily, required public improvements are either constructed with the development or secured through the City's standard improvement assurance process. In this instance, because the future roadway improvements serve not only the initial phase but also anticipated future phases and adjoining properties, both the City and the applicant agreed that the future obligations should be clearly documented in a recorded Development Agreement rather than relying solely on plat notes or assumptions.

Purpose of the Development Agreement

The Development Agreement is intended to memorialize the parties' understanding regarding the future extension of 350 West and associated public improvements. Specifically, the agreement:

- Acknowledges that the right-of-way for the future roadway will be dedicated with the Final Plat.
- Allows the roadway improvements to be deferred until they become necessary based upon future development or other identified triggering events.
- Establishes objective circumstances under which the improvements must be constructed.
- Requires the obligations to run with the land so that future owners remain responsible for constructing the improvements.
- Protects the City's ability to require completion of the roadway before additional development occurs or when public connectivity and infrastructure needs justify its construction.
- Provides mechanisms for reimbursement and enforcement should the City ultimately construct the improvements.

The agreement does not waive the City's development standards or future approval authority. Rather, it provides certainty to both the City and the developer regarding how and when the deferred roadway improvements will be completed while preserving the City's ability to ensure the transportation network is ultimately built.

Analysis

The proposed Development Agreement is believed to be in the best interest of the City. It provides a legally enforceable mechanism to ensure the future roadway obligations remain attached to the property while allowing the Phase 1 development to proceed without requiring construction of infrastructure that is not yet needed.

Without the agreement, future responsibility for constructing the roadway could become less certain if the property changes ownership or develops incrementally over time. Recording the agreement against the property ensures these obligations remain enforceable regardless of future ownership.

It is also recommended that approval of the Development Agreement be expressly conditioned upon the approval and recording of the Final Plat, as the agreement is intended to implement and supplement the subdivision approval and has no practical effect independent of the plat.

When Recorded Return To:

Garland City
City Recorder
72 N Main Street
Garland, UT 84312

DEVELOPMENT AGREEMENT

FOR

CAPSA

This *Development Agreement for CAPSA* ("**Agreement**") is entered into this 21st day of July, 2026 ("**Effective Date**") by and among **GARLAND CITY**, a Utah municipal corporation, hereafter referred to as "**City**," and **CAPSA**, a Utah Corporation, hereafter referred to as "**Developer**." The City and Developer are sometimes collectively referred to herein as a "**Party**" or the "**Parties**."

RECITALS

- A. Developer is the owner of certain property, consisting of approximately 6.96 acres located at approximately 1300 S 350 W, Garland City, Utah, with the legal description being as shown on in Exhibit A attached hereto ("**Property**").
- B. Developer has submitted an application for Site Plan approval ("**Site Plan**"), as particularly described in Exhibit B, and Final Plat approval ("**Final Plat**"), as particularly described in Exhibit C, and other related land use approvals (collectively the "**Land Use Approvals**") for development of a transitional housing and office campus serving victims and survivors of domestic violence and sexual assault ("**Project**").
- C. The Parties acknowledge that the approved Site Plan and Final Plat depict the future extension of 350 West and associated public improvements, including roadway pavement, curb, gutter, sidewalk, storm drainage, utilities, landscaping, street lighting, and related appurtenances (collectively, the "**Future Road Improvements**"). The Parties further acknowledge that construction of the Future Road Improvements is deferred pursuant to the terms of this Agreement.
- D. The Parties desire to establish vested development rights, define future roadway obligations, provide mechanisms for future construction of public improvements, and establish obligations that run with the land.

Now, therefore, in consideration of the mutual covenants and promises of the parties contained herein, the parties agree as follows:

1. APPROVALS AND VESTED RIGHTS.

- 1.1. **Approval.** Approval of this Agreement shall coincide with legislative approvals of the Site Plan and Final Plat attached as Exhibits B and C.

- 1.2. **Vesting.** The Parties acknowledge that Developer has submitted complete land use applications for the Project and that, pursuant to Utah Code § 10-20-905, Developer is entitled to review and approval of such applications under the Garland City land use and zoning regulations, development standards, and policies in effect on the date the applications were deemed complete. The Parties further acknowledge that this Development Agreement is authorized by Utah Code § 10-20-101 and is intended to supplement and memorialize those vested rights, including the specific rights and obligations set forth herein concerning the approved Site Plan, Final Plat, public improvements, and deferred roadway construction obligations.
- 1.3. **Conflicts.** In the event of a conflict between this Agreement and any ordinance, regulation, policy, or condition of approval, this Agreement shall control only with respect to matters expressly addressed herein and only to the extent permitted by applicable law. Nothing herein shall be construed as limiting the City's exercise of its governmental, police power, or regulatory authority except as expressly provided in this Agreement.
- 1.4. **Zoning.** As of the Effective Date, zoning of the Property applicable to this project is C-1 Commercial. The applicable ordinances that apply to the Project are those in effect as of the Effective Date. The Parties agree that no further zoning or ordinance changes are needed in order to develop the property in accordance with the Site Plan.
- 1.5. **Future Ordinances.** The Parties intend and agree that future ordinances adopted by the City, notwithstanding Developer's vested status, may apply to the Project, to the extent not conflicting with this Agreement, with respect to:
 - 1.5.1. Law changes that Developer agrees with the City in writing to apply to the Project;
 - 1.5.2. Law changes which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
 - 1.5.3. Law changes that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare.
 - 1.5.4. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

1.5.5. Fees, including application fees.

1.5.6. Except as expressly provided in this Agreement, no future phase of development shall be vested by virtue of this Agreement. Any future phase shall comply with all ordinances, development standards, engineering requirements, utility requirements, and impact fees in effect at the time a complete application for such phase is submitted.

1.6. **Successor Developers.** At any time, Developer may sell one or more portions of the Property to one or more sub-developers ("**Successor Developer**"). The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer's portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. Developer will retain all rights and obligations hereunder with respect to unsold portions of the Property.

1.7. **Changes to Project.** No material modifications to the Site Plan or Final Plat shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to the Site Plan or Final Plat from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) increases the number of lots in a subdivision plat, (ii) increases the number of buildings or approved building locations; (iii) changes the public improvement obligations; (iv) changes or modifies utility corridors; or (v) substantially changes the location of public roads. Modifications to the Site Plan which do not constitute material modifications may be made with the consent of City staff.

2. **PROJECT DEVELOPMENT.**

2.1. **Authorized Development.** Developer may develop the Property as a transitional housing campus, office facilities, parking areas, open space, landscaping, utilities, stormwater facilities, and related improvements substantially consistent with the Site Plan in Exhibit B.

2.2. **Phasing.**

2.2.1. The Property may be developed in phases as generally depicted on the Phasing Plan attached as Exhibit D ("**Phasing Plan**"), except for the Future Road Improvements described in Section 3. The Phasing Plan is intended solely for planning purposes and shall not constitute approval or vesting of any future phase of development. The approvals granted by this Agreement and the approved Site Plan apply only to Phase 1 unless expressly stated otherwise herein. Any subsequent phase of development shall require the submission and approval of all applicable

land use applications, including but not limited to Site Plan approval, subdivision approval, utility plans, and other approvals required by the Garland City Code and applicable law at the time such phase is proposed.

2.2.2. Planning for each phase shall include the design and approval of all public and private infrastructure, utilities, roadway improvements, drainage facilities, and other improvements necessary to serve that phase. No phase shall be considered complete until all required improvements and infrastructure for that phase have been installed, accepted where applicable, and all required improvement assurances have been provided.

2.2.3. Minor modifications to the Phasing Plan that do not materially alter the approved development pattern, infrastructure obligations, roadway alignments, or future development approvals may be approved administratively by the City. Any material modification to the Phasing Plan shall require approval by the City Council.

3. DEFERRED FUTURE ROAD IMPROVEMENTS.

3.1. **Purpose.** The Parties acknowledge that the Final Plat includes dedication of right-of-way intended to facilitate future extension and completion of the Future Road Improvements, including, but not limited to, 350 West and associated public infrastructure.

3.2. **Deferral.** The Future Road Improvements shall not be required to be constructed prior to recording of the Final Plat and no improvement assurance shall presently be required for the Future Road Improvements. Upon the occurrence of any trigger event identified in this Agreement, the City may require improvement assurances in accordance with the Garland City Code and applicable engineering standards.

3.3. **Right-of-Way Dedication.** The required roadway right-of-way shall be dedicated to the City through the Final Plat.

3.4. **Reservation of Utility Corridors.** Developer shall preserve utility corridors necessary to serve future roadway extensions and future development areas.

3.5. **Development Trigger.** Developer (or Successor Developer) shall construct the Future Road Improvements prior to any of the following:

(a) approval of a subdivision of any remaining undeveloped portion of the Property;

(b) approval of a new site plan for development not shown on the approved Site Plan as depicted herein;

(c) issuance of building permits for any principal structure not shown on the approved Site Plan as depicted herein;

(d) approval of additional residential units, principal buildings, building floor area, occupancy, or other measurable increase in development intensity beyond that shown on the approved Site Plan as depicted herein.

3.6 **Connectivity Trigger.** Construction of the Future Road Improvements may be required if:

- (a) adjacent property both to the north and the east develops in a manner creating a logical roadway connection;
- (b) roadway extensions are constructed on adjoining property both at the north and the east;
- (c) utility extensions necessitate completion of the roadway corridor;

3.7. **Long-Stop Completion Requirement.** If none of the trigger events described in Section 3.5 or 3.6 has occurred, construction of the Future Road Improvements shall be completed no later than fifteen (15) years after recording of the Final Plat unless extended by written agreement of the City Council.

3.8. **Construction Standards.** Completion shall require full construction of all roadway pavement, curb, gutter, sidewalk, storm drainage, utilities, landscaping, street lighting, traffic control devices, signage, striping, monumentation, testing, record drawings, engineer certification, correction of all punch list items, inspection by the City Engineer, and formal acceptance by the City.

3.9. **Continuing Obligation.** The obligation to construct the Future Road Improvements shall constitute a continuing covenant running with the land and shall survive any sale, conveyance, assignment, lease, foreclosure, merger, subdivision, lot split, or transfer of any interest in the Property until the Future Road Improvements have been completed and accepted by the City.

3.10. **Commencement of Construction.** Upon occurrence of any trigger identified in Sections 3.5 or 3.6, the Developer shall commence construction of the Future Road Improvements within one hundred eighty (180) days unless otherwise approved by the City Council. Once commenced, construction shall proceed diligently to completion without unreasonable interruption.

4. **CITY CONSTRUCTION OPTION.**

4.1. **Municipal Construction.** If the Future Road Improvements have not been constructed when required under Section 3, the City may elect to construct all or a portion of the improvements through:

- (a) Capital Improvement Program funding;
- (b) impact fee funding;
- (c) grants;
- (d) special assessment funding; or
- (e) any other lawful public funding source.

The City's election to construct the Future Road Improvements shall not create any obligation to do so nor waive the Developer's reimbursement obligations under Section 5. The City's election to construct less than all of the Future Road Improvements shall not relieve the Developer of responsibility for the remaining improvements.

4.2. **No Obligation to Construct.** Nothing herein shall require the City to construct the Future Road Improvements.

5. **REIMBURSEMENTS.**

5.1. **Infrastructure Built by City.** If the City constructs Future Road Improvements serving the Property, Developer and all successors shall reimburse the City for the proportionate share reasonably attributable to the Property (the “**Reimbursement**”).

5.2. **Triggering Events.** The Reimbursement shall become due upon the first occurrence of:

- (a) subdivision of the Property;
- (b) approval of additional development;
- (c) issuance of building permits for additional development;
- (d) sale of the Property for development purposes; or
- (e) connection to roadway improvements funded by the City.

5.3. **Determination of Share.** The City Engineer shall determine the proportionate share attributable to the Property based upon accepted engineering and impact-fee methodologies.

5.4. **Payment.** The Reimbursement shall be due within thirty (30) days following written demand by the City. Any unpaid amount shall accrue interest at the statutory judgment rate until paid in full. The Reimbursement shall include all engineering, surveying, construction management, legal, administrative, financing, acquisition, environmental, permitting, inspection, inflationary, and construction costs reasonably incurred by the City

5.5. **Appeal.** Developer may appeal the City Engineer's determination of the Reimbursement amount to the City Council by filing written notice within thirty (30) days of receipt of the determination. The City Council's determination shall be final.

5.6. **Recording of Obligation.** The reimbursement obligation established by this Section shall constitute a covenant running with the land and may be evidenced by a notice recorded by the City against the Property until satisfied.

6. **COVENANTS RUNNING WITH THE LAND.**

6.1. The obligations contained in Sections 3 and 5 constitute covenants running with the land and shall bind every owner, successor, assign, mortgagee in possession, receiver, purchaser through foreclosure, trustee, beneficiary, heir, and every parcel created by future subdivision until fully satisfied.

- 6.2. **Recording.** This Agreement shall be recorded against the Property within five (5) days of the Effective Date.

7. **DEFAULT AND ENFORCEMENT.**

- 7.1. **Notice.** If the Developer or a Successor Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If the City believes that the Default has been committed by a Successor Developer then the City shall also provide a courtesy copy of the Notice to the Developer ("**Default**").
- 7.2. **Contents of the Notice of Default.** The notice of default shall:
- 7.2.1. Specify the claimed event of Default;
 - 7.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
 - 7.2.3. Identify why the Default is claimed to be material; and
 - 7.2.4. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.
- 7.3. **Remedies.** If the parties are not able to resolve the Default through good faith negotiations or through mediation (which both Parties agree to submit to upon the request of the other Party), then the parties may have the following remedies:
- 7.3.1. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.
 - 7.3.2. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
 - 7.3.3. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by the Developer, or in the case of a default by a Successor Developer, development of those Parcels owned by the Successor Developer until the Default has been cured.
 - 7.3.4. If the cure of any alleged Default can be effectuated by the City because the alleged Default is covered by any security the City may have for the completion of a public improvement then the City may not declare a Default until it has attempted in good faith to use the security to remedy the alleged Default.
 - 7.3.5. If the Developer fails to construct the Future Road Improvements when required under this Agreement following notice and expiration of all applicable cure periods,

the City may complete the required improvements and recover all costs, including engineering, administrative, legal, acquisition, financing, and construction costs, from the Developer in accordance with this Agreement.

7.3.6. The Parties acknowledge that the Future Road Improvements constitute unique public infrastructure for which monetary damages alone would be inadequate. Accordingly, the City shall be entitled to seek mandatory injunctive relief and specific performance requiring construction of the Future Road Improvements in addition to any other remedy available at law or equity.

7.4. **Notice and Public Meeting.** Except for withholding the issuance of a building permit, before any remedy may be imposed by the City the Party allegedly in Default shall be afforded the right to notice of a public meeting before the City Council and shall have the right to address the City Council regarding the claimed Default.

7.5. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting Party is pursuing a cure with continuous and reasonable diligence, provided such cure is completed within a reasonable period approved by the City.

7.6. **Maintenance of Improvements.** Until formally accepted by the City, all roadway improvements, utilities, drainage facilities, landscaping, irrigation systems, sidewalks, lighting, private drives, parking areas, and related improvements shall be owned and maintained by the Developer or its successors at no expense to the City.

7.7. **Warranty.** The Developer shall warrant all public improvements dedicated to the City for a period of one (1) year following formal acceptance and shall repair or replace any defective work or materials identified by the City during the warranty period.

7.8. **Indemnification.** The Developer shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from any claims, damages, liabilities, losses, or expenses arising out of the construction, maintenance, or condition of the Improvements until such improvements have been formally accepted by the City, except to the extent caused by the sole negligence or willful misconduct of the City.

8. **Miscellaneous.**

8.1. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.

8.2. **Term of Agreement.** This Agreement shall remain in effect until all obligations contained in Sections 3, 5, and 6 have been fully performed, unless sooner terminated by written agreement of the Parties approved by the City Council.

- 8.3. **Amendment.** Any future amendments to this Agreement shall be in writing and signed by the Developer (or a duly appointed agent of the Developer) and a duly authorized representative of the City.
- 8.4. **Assignability.** The rights and responsibilities of the Developer under this Agreement may be assigned in whole or in part by the Developer, provided that the Developer shall give Notice to the City of any assignment, and shall further provide such information regarding the assignee that the City may reasonably request. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. If any proposed assignment is for less than all of the Developer rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, the Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.
- 8.5. **Binding Effect.** This Agreement shall be deemed to run with the Property and shall be binding upon and inure to the benefit of the heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.
- 8.6. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 8.7. **Integration.** This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof.
- 8.8. **Severability.** If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court or competent jurisdiction, then such a judgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 8.9. **Governing Law.** This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.
- 8.10. **Costs of Enforcement.** In the event of default on the part of any Party to this Agreement, that party shall be liable for all costs and expenses incurred by the other Parties in enforcing the provisions of this Agreement, including but not limited to attorneys' fees, whether or not legal action is instituted.

- 8.11. **Further Documentation.** This Agreement is entered into by both Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future agreements.
- 8.12. **Estoppel Certificate.** If no default has occurred in the provisions of this Agreement and upon twenty (20) days prior written request by the Developer or a Successor Developer, the City will execute an estoppel certificate to any third party, certifying that the Developer or a Successor Developer, as the case may be, at that time is not in default of the terms of this Agreement.
- 8.13. **No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and the Developer.
- 8.14. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
- 8.15. **Notices.** All notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, by nationally recognized overnight courier, or sent by registered or certified US Postal Service mail, return receipt requested, postage paid to:
- If to the City: City Recorder
Garland City
72 North Main
Garland UT 84312
- If to Developer:
CAPSA
P.O. Box 3617
Logan, Utah 84323
- 8.16. **Mailing Effective.** Notice is given by Mail shall be deemed delivered seventy-two (72) hours following deposit with the US Postal Service in the manner set forth above. Notices that are hand delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.
- 8.17. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this DA shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this DA.
- 8.18. **Time of the Essence.** Time is of the essence with respect to every obligation contained in this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Development Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

CITY
GARLAND CITY, UTAH

Mayor

State of Utah)
 :SS
County of Box Elder)

On this ____ day of _____, 2026, personally appeared before me

[name of person(s)], whose identity is personally known to me or
proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the MAYOR of
Garland City, Utah, and said document was signed by him/her in behalf of said Town, and he/she
acknowledged to me that said corporation executed the same.

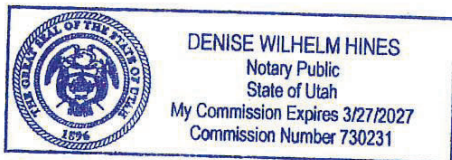
Notary Public

DEVELOPER
CAPSA

By: Jim Anderson
Its: CEO

State of Utah)
 :SS
County of Box Elder)

On this 21st day of July, 2026, personally appeared before me
Jim Anderson
[name of person(s)], whose identity is personally known to me or
proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the CEO
[title], of CAPSA, a Utah corporation, and said document was signed by him/her in behalf of
said corporation, and he/she acknowledged to me that said corporation executed the same.



Denise Hines
Notary Public

Exhibit A
to
Development Agreement

The Property

A PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 3 WEST, SLB&M; BEGINNING AT A POINT 1317.02 FEET S 89°27'34" W ALONG THE SECTION LINE (BASIS OF BEARING) AND 328.95 FEET N 00°08'33" W FEET FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 12 NORTH, RANGE 3 WEST, SLB&M AND RUNNING THENCE S 89°27'34" W 142.45 FEET; THENCE S 04°38'57" W 70.29 FEET ALONG THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF 300 WEST STREET TO THE NORTHWEST CORNER OF LOT 1 OF SCHOW SUBDIVISION; THENCE S 89°27'34" W 66.27 FEET ALONG THE NORTH LINE OF SAID STREET; THENCE N 04°38'57" E 51.40 FEET ALONG THE WESTERLY RIGHT-OF-WAY OF SAID STREET TO A CLS REBAR & CAP; THENCE S 89°57'59" W 125.12 FEET TO O.S.L. RAILROAD; THENCE N 04°28'26" E 1021.33 FEET ALONG SAID RAILROAD RIGHT-OF-WAY TO THE SOUTHWEST CORNER OF PLAT "K" OF THE GARLAND CITY SURVEY; THENCE N 89°08'35" E 258.20 FEET ALONG A FENCE LINE ALONG THE SOUTH LINE OF SAID PLAT "K" TO A JEPC REBAR & CAP; THENCE S 00°08'33" W 1001.22 TO THE POINT OF BEGINNING.

Exhibit B
to
Development Agreement

Site Plan

Exhibit B
to
Development Agreement

Site Plan

SITE-CONSTRUCTION DOCUMENTS
CAPSA PHASE 1
GARLAND, UTAH 84312

GENERAL NOTES:

1. NO WORK IS TO BEGIN UNTIL ALL NECESSARY PERMITS HAVE BEEN OBTAINED. GENERAL CONTRACTOR TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS.
2. REQUIREMENTS SHOWN ON SITE PLAN SHALL GOVERN. GENERAL CONTRACTOR SHALL POINT OUT ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. ENTIRE INSTALLATION SHALL MEET ALL APPLICABLE CODES.
4. CONTRACTOR TO FIELD VERIFY ALL CONDITIONS AND DIMENSIONS ON-SITE.
5. GENERAL CONTRACTOR TO PROVIDE ALL EQUIPMENT AND PERSONNEL REQUIRED FOR FINAL CHECKOUT OF ALL FACILITIES BY OWNER'S REPRESENTATIVE.
6. GENERAL CONTRACTOR TO KEEP THE PROJECT SITE NEAT AND ORDERLY. GENERAL YARD CLEAN UP SHALL BE CONDUCTED AT THE END OF EACH DAY AND SHALL MEET THE APPROVAL OF THE OWNER'S REPRESENTATIVE PRIOR TO PROJECT COMPLETION.
7. THE GENERAL CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DURING CONSTRUCTION.
8. WHERE THERE IS A CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADS & WALKWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
10. DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE ENGINEER FOR CLARIFICATION, AND ANNOTATE THE DIMENSION ON THE AS-BUILT RECORD DRAWINGS.
11. CONTRACTOR TO MAINTAIN ACCESS DURING CONSTRUCTION TO ADJACENT BUSINESS FACILITIES.

UTILITY GENERAL NOTES:

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND ARE TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE ACTUAL LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF EACH UTILITY, EITHER BY FIELD SURVEY OR BY AN ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.
3. GENERAL CONTRACTOR TO COORDINATE ALL UTILITY WORK WITH THE APPROPRIATE UTILITY PROVIDER. PROCEDURES, STANDARDS AND SPECIFICATIONS. UTILITY PROVIDER REQUIREMENTS, PROCEDURES, STANDARDS AND SPECIFICATIONS.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND ELEVATION OF EXISTING UTILITIES WHICH MAY BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION. IF A CONFLICT DOES EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE.

GRADING GENERAL NOTES:

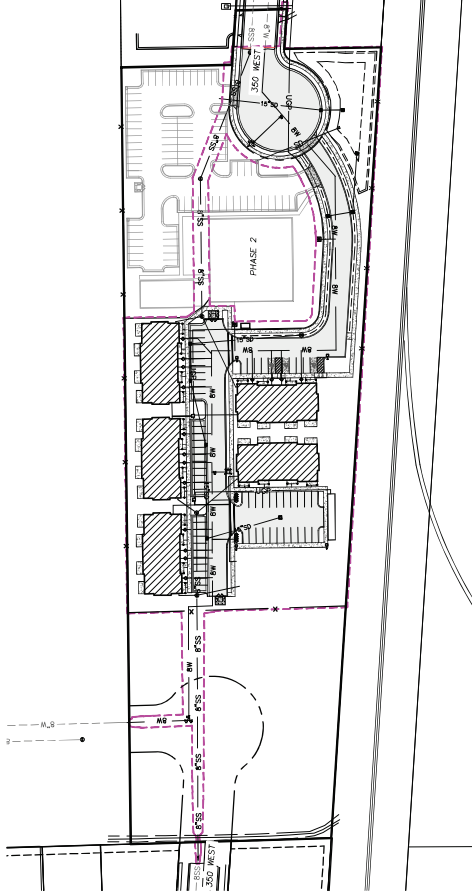
1. FINAL GRADES ARE SUBJECT TO MINOR CHANGES AS APPROVED BY OWNER. NO GRADE CHANGES IN EXCESS OF 0.05 FEET WITHOUT CIVIL ENGINEER'S APPROVAL.
2. ALL FILL MATERIAL SHALL BE CLEAN FILL SOIL APPROVED BY CIVIL ENGINEER.
3. ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE CLOSE SUPERVISION OF THE CIVIL ENGINEER. THE CIVIL ENGINEER WILL PROVIDE SURVEY CORRECTIONS, OR ENGINEERING TECHNIQUES EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.
4. ACCESS AND Haulage ROADS SHALL BE MAINTAINED IN A DUST-FREE CONDITION BY SURELYING OTHER REQUIREMENTS. ALL TRUCKS AND EQUIPMENT OPERATING BY SURELYING OTHER REQUIREMENTS SHALL BE CONTROLLED BY THE CIVIL ENGINEER. FUGITIVE DUST SHALL BE CONTROLLED IN ALL OTHER OPERATIONAL AREAS OF THE PROJECT SITE. WATER TRUCKS OR OTHER MEANS MAY BE EMPLOYED TO CONTROL DUST AS NECESSARY.
5. CONTRACTOR SHALL MATCH GRADES AT SAWCUT LINE OF EXISTING CONCRETE FLAT WORK, CURB & GUTTER, AND SIDEWALKS.
6. CONTRACTOR SHALL MATCH FINISHED GROUND GRADES AT PROJECT LIMIT LINES.

LEGEND:

- PROJECT LIMIT LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- CONCRETE EDGE
- SAW-CUT LINE
- GRADE BREAK
- CURB AND GUTTER
- RIBBON CURB
- PROPOSED UNDERGROUND POWER LINE
- EXISTING UNDERGROUND POWER LINE
- PROPOSED STORM DRAIN LINE
- EXISTING STORM DRAIN LINE
- PROPOSED SEWER LINE
- EXISTING SEWER LINE
- PROPOSED WATER LINE AND SIZE
- EXISTING WATER LINE AND SIZE
- WATER VALVE
- FIRE HYDRANT
- WATER METERS
- SEWER MANHOLE
- STORM DRAIN BOXES

HATCH LEGEND:

- CONCRETE
- HEAVY DUTY CONCRETE
- ASPHALT
- PROPOSED BUILDING
- PROPOSED STORAGE SHED
- STORM WATER DETENTION
- LANDSCAPE AREA

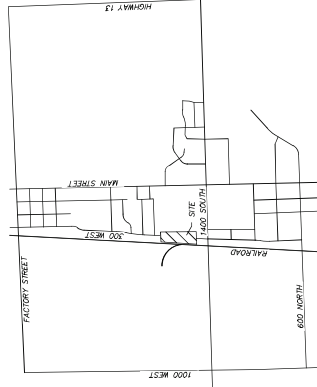


OVERALL SITE MAP
SCALE: 1\"/>



SHEET INDEX

DESCRIPTION	SHEET
COVER SHEET	C-001
SITE PLAN	CS201-202
UTILITY/STORMWATER PLAN	CU301-303
GRADING PLAN	CG401-402
CIVIL DETAILS	C-501-505
LANDSCAPE PLAN	L100-101
FIRE EXHIBIT	FE601



VICINITY MAP



811
Know what's below.
Call 811 before you dig.
BLUE STAPLES OF UTAH
www.bluestaples.org
1-800-662-4111

DATE OF PREPARATION:

ORIGINAL ISSUE: 28 JANUARY 2026
REVISED: 21 MAY 2026

Civil Engineer
CACHE-LANDMARK ENGINEERING
95 GOLF COURSE RD., SUITE 101
LOGAN, UTAH 84321
(435) 713-0099
lance@cachelandmark.com
Lance Anderson, P.E.
(435) 760-1622
cody.zahner@cachelandmark.com
(435) 764-3791
cahner@cachelandmark.com

DATE 21 MAY 2026
SCALE 1" = 80'
DESIGNED BY CAHNER
CHECKED BY L. ANDERSON
APPROVED BY L. ANDERSON
PROJECT NUMBER 1964-2002
SHEET C-001

COVER SHEET

CAPSA
PHASE 1

GARLAND, UTAH 84312

NO.	DATE	DESCRIPTION
1	5/21/26	Revised sheet title and grading
2	5/21/26	Revised Per City Comments

WHEREAS, the Development Agreement does not waive the City's development standards or future approval authority, but instead provides certainty to both the City and the Developer

regarding how and when the deferred roadway improvements will be completed while preserving the City's ability to ensure the transportation network is ultimately built; and

WHEREAS, the City Council finds that the proposed Development Agreement is in the best interest of the City because it provides a legally enforceable mechanism to ensure the future roadway obligations remain attached to the property while allowing the Phase 1 development to proceed without requiring construction of infrastructure that is not yet needed; and

WHEREAS, without the Development Agreement, future responsibility for constructing the roadway could become less certain if the property changes ownership or develops incrementally over time, and recording the agreement against the property ensures these obligations remain enforceable regardless of future ownership; and

WHEREAS, it is appropriate that approval of the Development Agreement be expressly conditioned upon the approval and recording of the Final Plat, as the agreement is intended to implement and supplement the subdivision approval and has no practical effect independent of the plat; and

WHEREAS, the City Council has reviewed the Development Agreement and the accompanying staff recommendation and finds that approval of the agreement, subject to the conditions set forth herein, is consistent with the City's land use ordinances, transportation planning objectives, and the public interest.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garland, Utah, as follows:

Section 1. The foregoing recitals are incorporated herein by reference and are adopted as findings of the City Council.

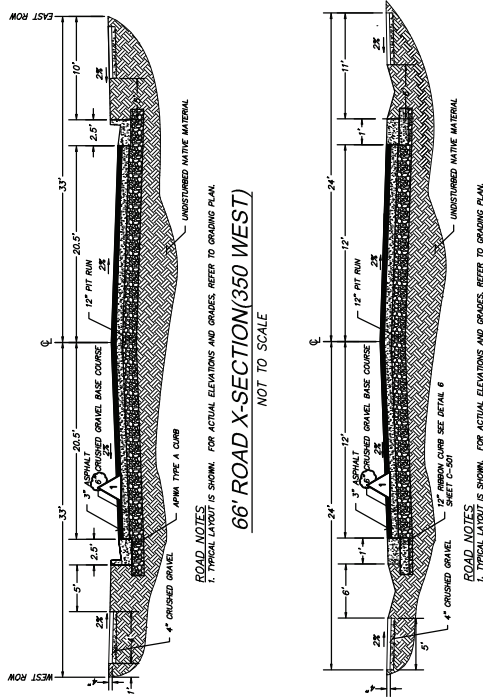
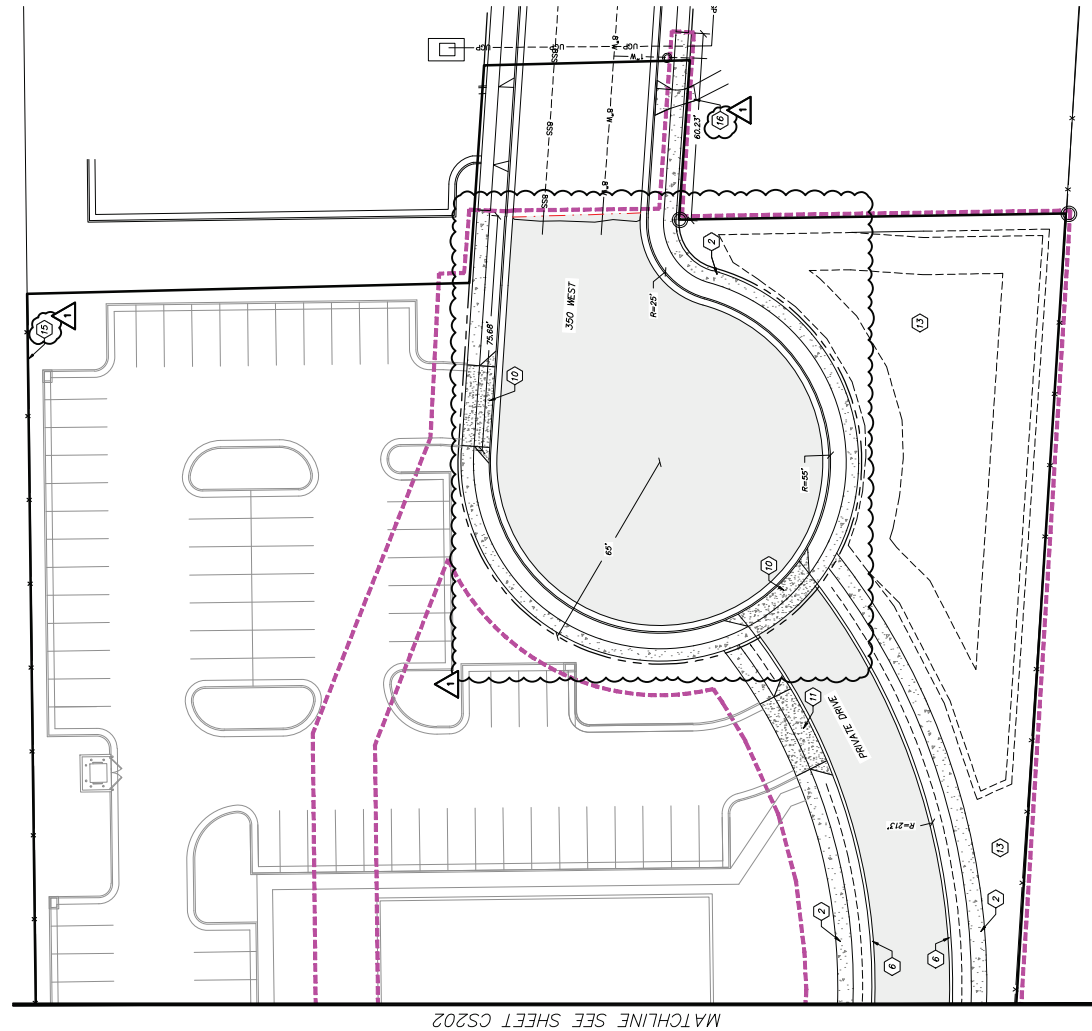
Section 2. Adoption.

The document entitled "**CAPSA Development Agreement**" attached as **Exhibit A**, is hereby approved and adopted.

The Agreement shall be maintained by the City Recorder and shall be incorporated into the City's official planning documents.

Section 3. The Mayor is authorized and directed to execute the Development Agreement on behalf of the City, and the City Recorder or other appropriate City officials are authorized to take all actions necessary to effectuate the purposes of this Resolution, including recording the Development Agreement against the subject property following recording of the Final Plat.

Section 4. Approval of the Development Agreement is expressly conditioned upon the approval and recording of the Final Plat. If the Final Plat is not approved and recorded, this approval shall be of no force or effect.



66' ROAD X-SECTION(350 WEST)
NOT TO SCALE

PRIVATE DRIVE CROSSSECTION
NOT TO SCALE

- SITE CONSTRUCTION NOTES**
- 1) CONSTRUCT STANDARD ASPHALT SECTION. SEE SHEET C-501/DETAIL 1.
 - 2) CONSTRUCT CONCRETE SIDEWALK. SEE SHEET C-501/DETAIL 2 & 3
 - 3) CONSTRUCT HEAVY DUTY CONCRETE SECTION. SEE SHEET C-501/DETAIL 4.
 - 4) CONSTRUCT ON-SITE CATCH CURB AND GUTTER. SEE SHEET C-501/DETAIL 5.
 - 5) CONSTRUCT ON-SITE SPILL CURB AND GUTTER. SEE SHEET C-501/DETAIL 5.
 - 6) CONSTRUCT 12" HEBBON CURB. SEE SHEET C-501/DETAIL 6.
 - 7) CONSTRUCT THICKENED EDGE SIDEWALK. SEE SHEET C-501/DETAIL 7.
 - 8) CONSTRUCT PARALLEL CONCRETE ADA RAMP. SEE SHEET C-501/DETAIL 8.
 - 9) CONSTRUCT 4' VALLEY GUTTER. SEE SHEET C-501/DETAIL 9.
 - 10) CONSTRUCT CONCRETE DRIVE ACCESS. SEE SHEET C-502/DETAIL 10.
 - 11) CONSTRUCT CONCRETE DRIVE ACCESS WITH SWALE. SEE SHEET C-502/DETAIL 11.
 - 12) CONSTRUCT TRASH ENCLOSURE. SEE SHEET C-502/DETAIL 13.
 - 13) LANDSCAPE AREA. SEE PLANTING PLAN.

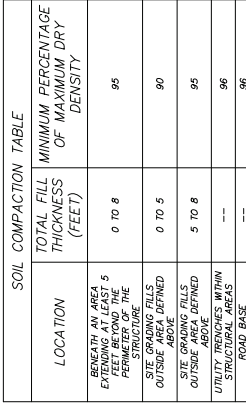
SOIL COMPACTION TABLE		MINIMUM PERCENTAGE OF MAXIMUM DRY DENSITY
LOCATION	TOTAL FILL THICKNESS (FEET)	
LENGTH AN AREA EXTENDING AT LEAST 5 FEET BEYOND THE STRUCTURE	0 TO 8	95
SITE GRADING FILLS OUTSIDE AREA DEFINED ABOVE	0 TO 5	90
SITE GRADING FILLS OUTSIDE AREA DEFINED ABOVE	5 TO 8	95
UTILITY TRENCHES WITHIN STRUCTURAL AREAS	---	96
ROAD BASE	---	96

SITE GENERAL NOTES

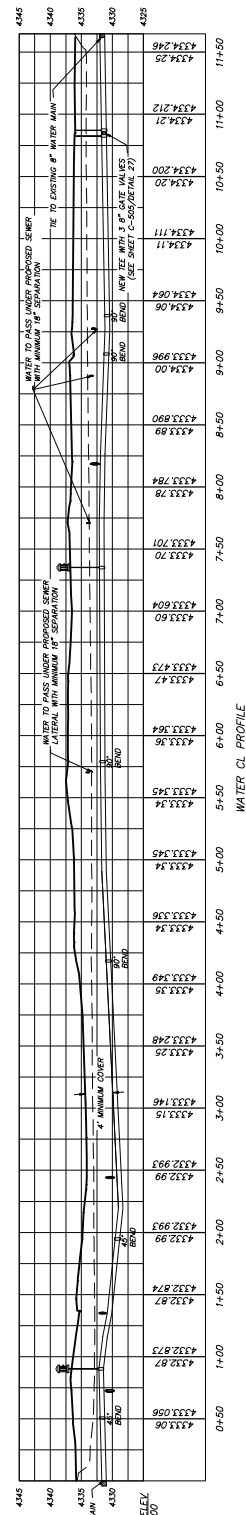
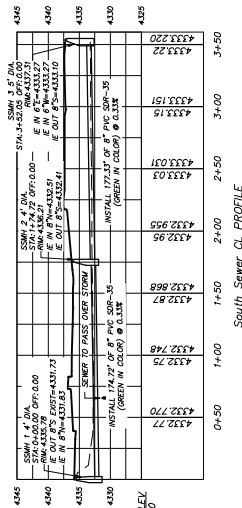
1. ALL DIMENSIONS AND RADII ARE MEASURED TO TOP BACK OF CURB - UNLESS OTHERWISE NOTED OR WHEN NO CURB IS PRESENT.
2. CONTRACTOR TO REFER TO GRADING PLAN FOR ALL FINISH GRADE ELEVATIONS.
3. SEE SHEET C-001 FOR GENERAL NOTES AND LEGEND.



MATCHLINE SEE SHEET CS201



1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND ARE TO BE CONSIDERED AN ESTIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL LOCATION OF THE EXISTING UTILITY AND REPORT INFORMATION TO THE POTENTIAL OR ALTERNATE METHOD OF REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.
3. GENERAL CONTRACTOR TO COORDINATE ALL UTILITY WORK WITH THE FOLLOWING UTILITY PROVIDER: GENERAL CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION, PER STANDARDS AND SPECIFICATIONS.
4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND ELEVATION OF EXISTING UTILITIES WHICH MAY BE DIFFERENT FROM THE LOCATION AND ELEVATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE.
5. WATER LINE TO MAINTAIN MINIMUM 4' COVER, 8" MAINS TO BE CONSTRUCTED OF 8" GROUND PVC.
6. SEWER LINE DESIGNED TO MAINTAIN 3' COVER. INITIAL FILL WILL BE 18" MINIMUM. CONTRACTOR TO VERIFY EXISTING CONSTRUCTION CAN TAKE PLACE AS SHOWN IN PROFILE VIEW.



EXISTING SEWER CONNECTION NOTE:
EXISTING SEWER CONNECTION LOCATIONS ASSUMED
BASED ON END OF ROADS/ROAD ALIGNMENTS. ACTUAL
LOCATIONS MAY VARY. EXISTING VERTICAL DEPTH OF
SEWER CONNECTIONS BASED ON 0.4% SLOPE FROM
CLOSEST EXISTING MANHOLES. ACTUAL DEPTH MAY
VARY. CONTRACTOR TO CONTACT DESIGN ENGINEER
ONCE LOCATED IF LOCATION VARIES BY MORE THAN 3"
HORIZONTALLY AND IF EXISTING SEWER IS HIGHER
THAN EXPECTED.

- 6 INSTALL FIRE HYDRANT. 5.0-FT BURY. SEE SHEET C-504/DETAIL 23.
- 7 C-504/6" SEWER LATERAL AT 1% MINIMUM SLOPE. INSTALL CLEANOUT WITHIN 3' OF BUILDING. SEE SHEET C-504/DETAIL 21.
- 8 INSTALL POWER LINE CONDUIT. COORDINATE WITH ROCKY MOUNTAIN POWER.
- 9 INSTALL POWER TRANSFORMER. COORDINATE WITH ROCKY MOUNTAIN POWER.
- 10 INSTALL LIGHT POLE. SEE ELECTRICAL PLANS.

1 INSTALL 3/4" WATER SERVICE LINE/METER PER GARLAND CITY STANDARDS. SEE SHEET C-504/DETAIL 04

2. INSTALL 2" WATER SERVICE LINE TO MANHOLE OF 4 3/4" SERVICES/METERS PER GARLAND CITY STANDARDS. SEE SHEET C-504/DETAIL 24.
3. INSTALL 2" WATER SERVICE/MEETER VAULT. SEE SHEET C-504/DETAIL 26.
4. 2" WATER SERVICE/MEETER VAULT FOR IRRIGATION.
5. INSTALL FIRE HYDRANT 6.0-FT BURY. SEE SHEET C-504/DETAIL 23.

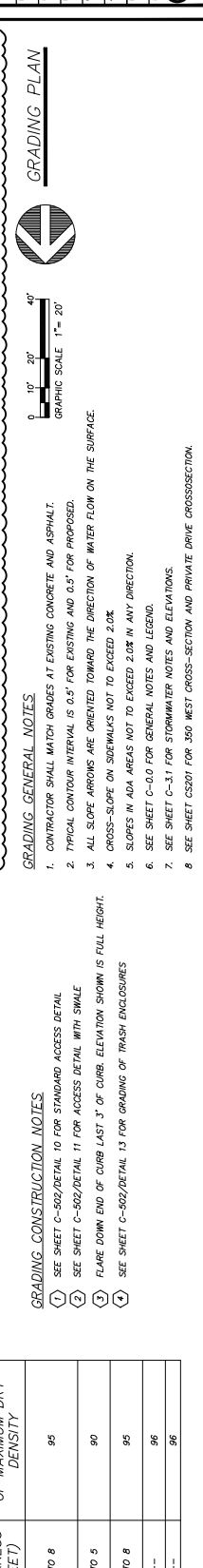
CAPSA
PHASE 1

GARLAND, UTAH 84312



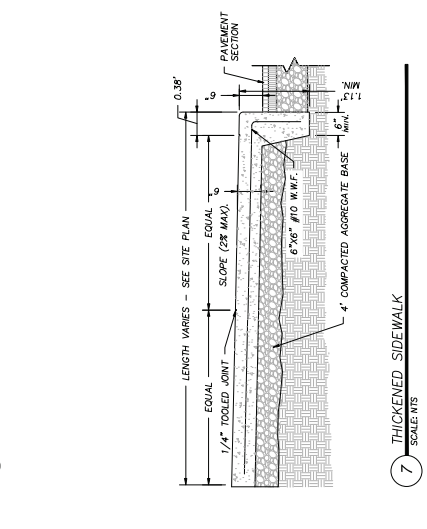
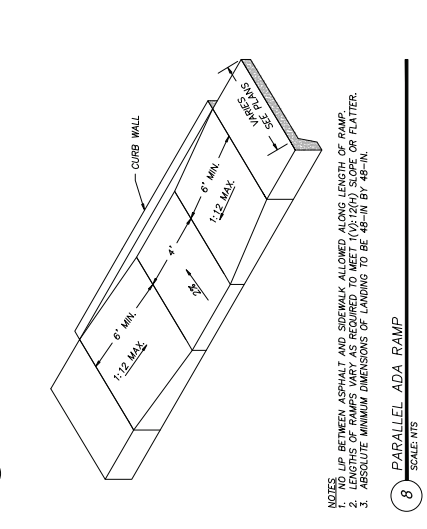
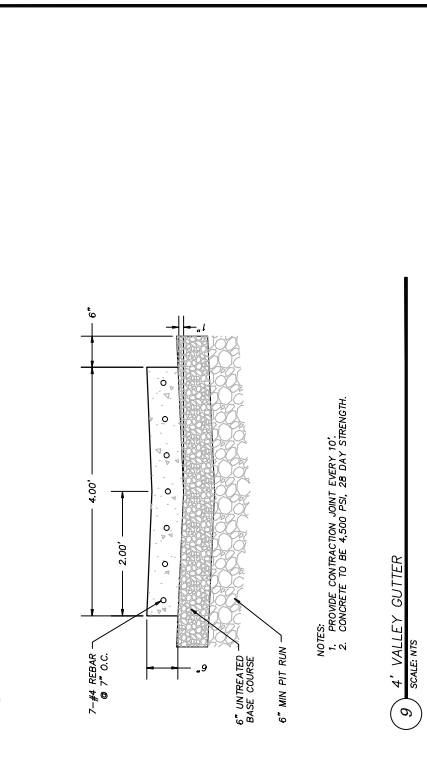
Cache • Landmark
Engineers
Surveyors
Planners
95 Golf Course Rd.
Suite 101
Logan, UT 84321
435.713.0099

DATE:	21 MAY 2026
SCALE:	1"=30'
DESIGN BY:	C. ZOHNER
CHECKED BY:	L. ANDERSON
APPROVED BY:	C. ZOHNER
PROJECT NUMBER:	565-2502

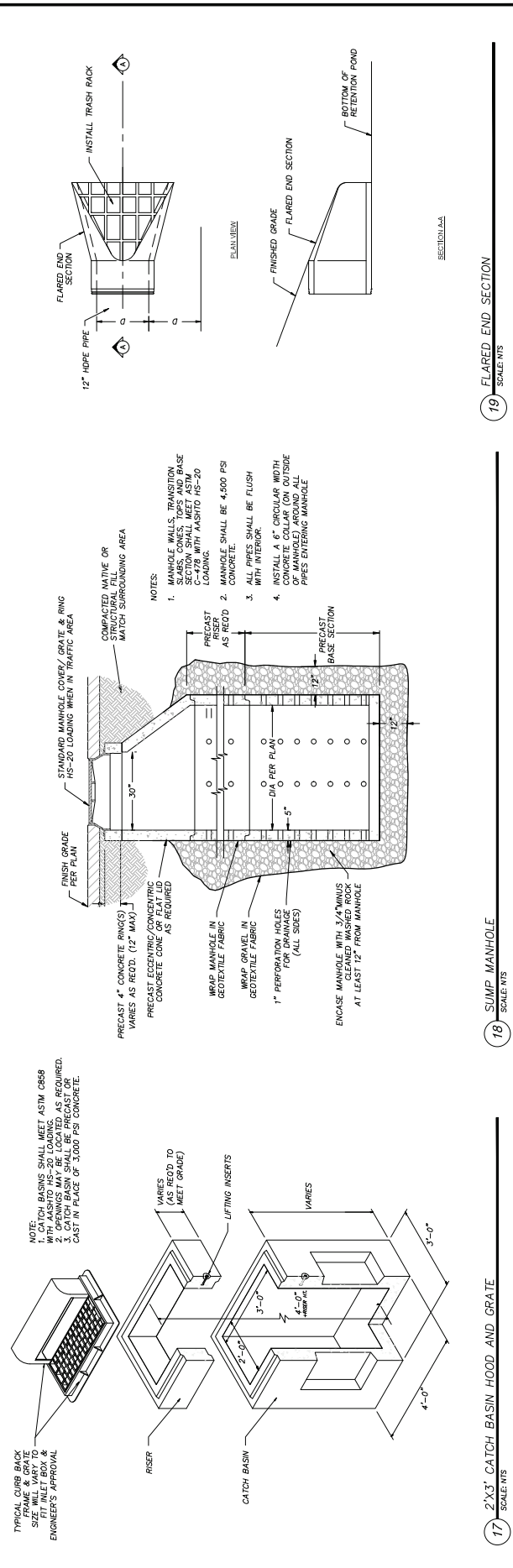
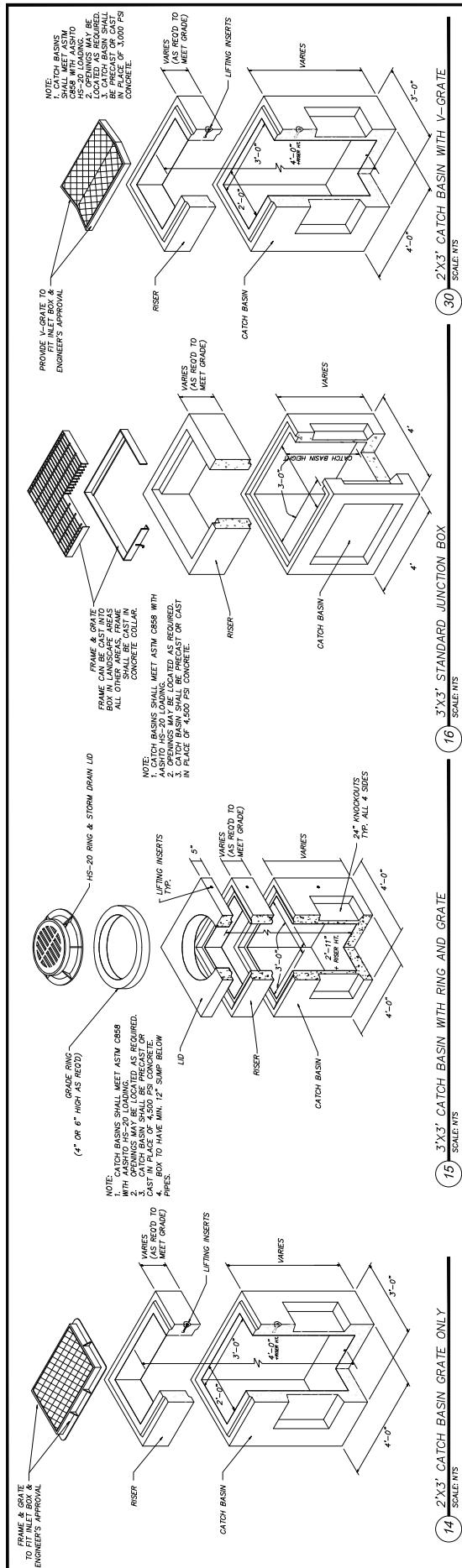
CG401

SOIL COMPACTION TABLE		
LOCATION	TOTAL FILL THICKNESS (FEET)	MINIMUM PERCENTAGE OF MAXIMUM DRY DENSITY
LENGTH OF AREA EXCEEDING 100 FEET BEYOND THE PERIMETER OF THE STRUCTURE	0 TO 8	95
SITE GRADING FILLS OUTSIDE AREA DEFINED BY STRUCTURE	0 TO 5	90
SITE GRADING FILLS OUTSIDE AREA DEFINED ABOVE	5 TO 8	95
UTILITY TRENCHES WITHIN STRUCTURAL AREAS	--	96
ROAD BASE	--	96

C-501



C-503



1. A fully automated irrigation system will be designed and installed for the site.

NO.	DATE	DESCRIPTION
1	3/25/20	Revised Per City Comments
2	3/25/20	Revised sheet title's and grading



FIRE EXHIBIT

CAPSA
PHASE 1
GARLAND, UTAH 84312

CL
Carter • Landmark
PLANNERS
SURVEYORS
ENGINEERS
95 Golf Course Rd.
Suite 100
Logan, UT 84321
435-713-0099

DATE: 21 MAY 2020
SCALE: 1"=40'
DESIGNED BY: L. ANDERSON
CHECKED BY: L. ANDERSON
APPROVED BY: L. ANDERSON
PROJECT NUMBER: 064-2002
SHEET: 064-2002

FE601

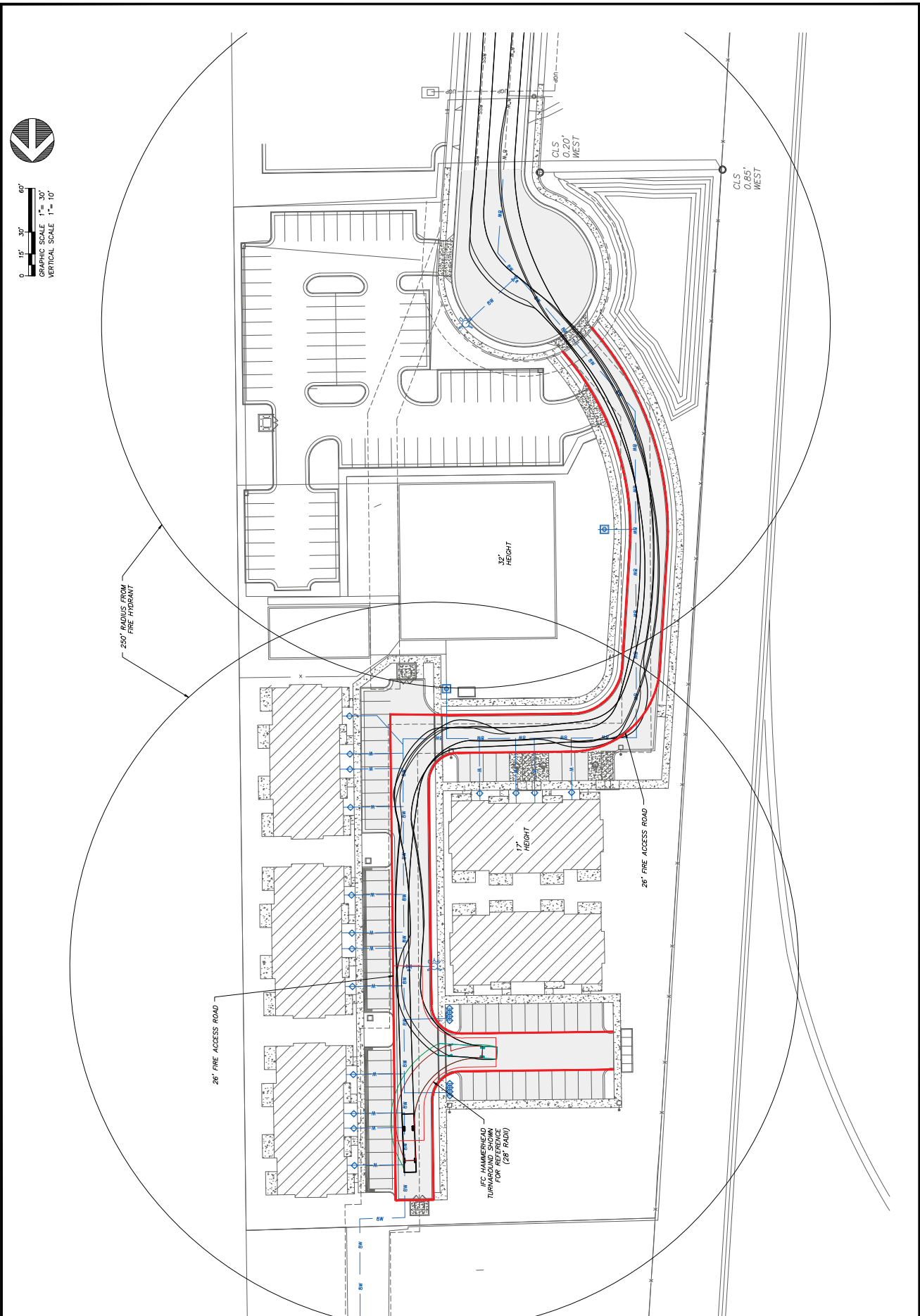
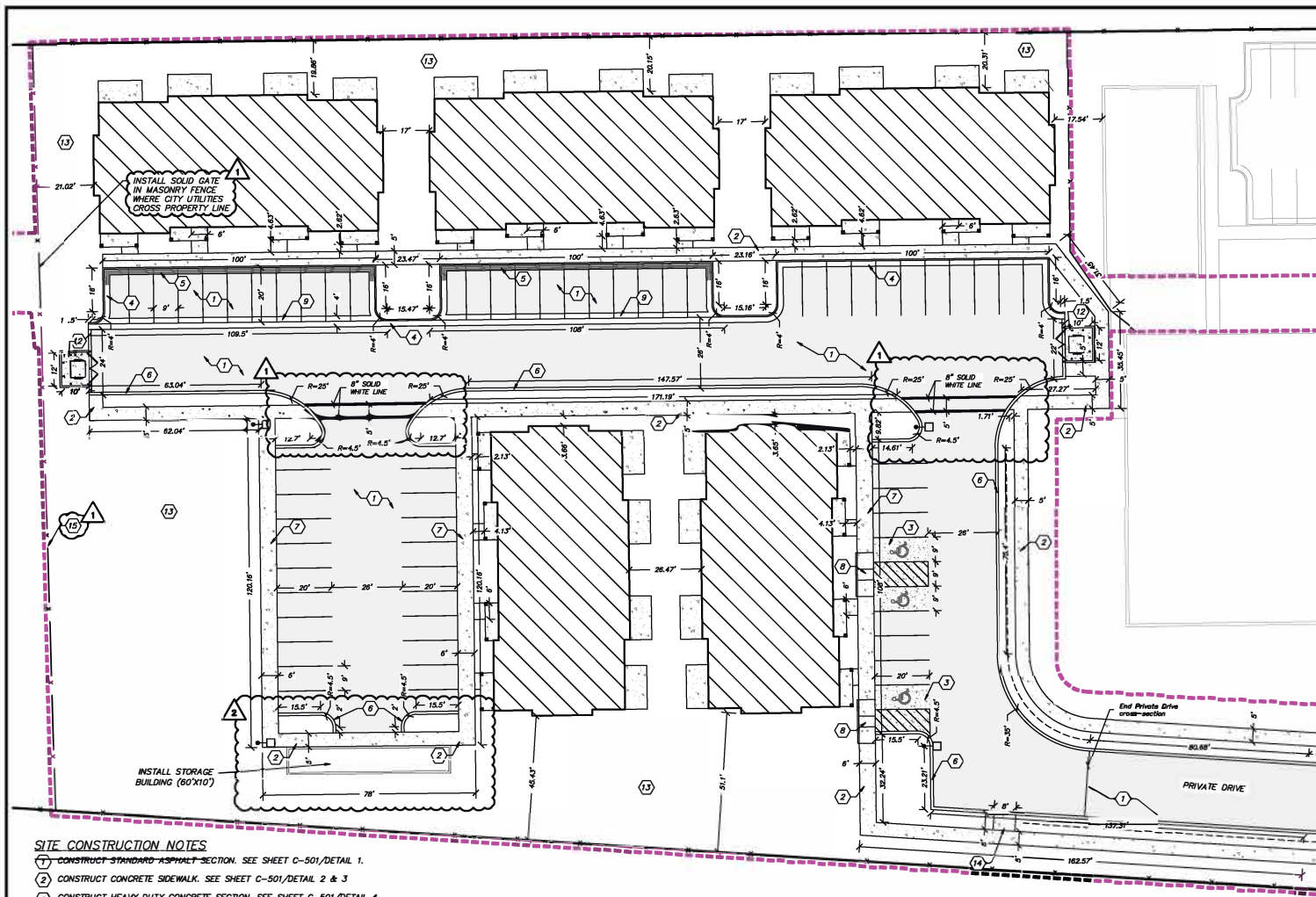


Exhibit C
to
Development Agreement

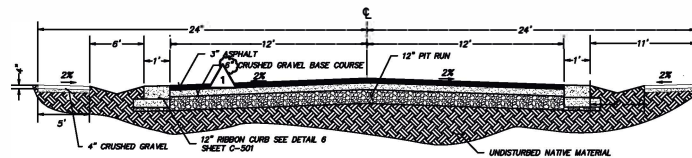
Final Plat

Exhibit D
to
Development Agreement
Phasing Plan



SITE CONSTRUCTION NOTES

1. CONSTRUCT STANDARD ASPHALT SECTION. SEE SHEET C-501/DETAIL 1.
2. CONSTRUCT CONCRETE SIDEWALK. SEE SHEET C-501/DETAIL 2 & 3
3. CONSTRUCT HEAVY DUTY CONCRETE SECTION. SEE SHEET C-501/DETAIL 4.
4. CONSTRUCT ON-SITE CATCH CURB AND GUTTER. SEE SHEET C-501/DETAIL 5.
5. CONSTRUCT ON-SITE SPILL CURB AND GUTTER. SEE SHEET C-501/DETAIL 5.
6. CONSTRUCT 12" RIBBON CURB. SEE SHEET C-501/DETAIL 6.
7. CONSTRUCT THICKENED EDGE SIDEWALK. SEE SHEET C-501/DETAIL 7.
8. CONSTRUCT PARALLEL CONCRETE ADA RAMP. SEE SHEET C-501/DETAIL 8.
9. CONSTRUCT 4" VALLEY GUTTER. SEE SHEET C-501/DETAIL 9.
10. CONSTRUCT CONCRETE DRIVE ACCESS. SEE SHEET C-502/DETAIL 10.
11. CONSTRUCT CONCRETE DRIVE ACCESS WITH SWALE. SEE SHEET C-502/DETAIL 11.
12. CONSTRUCT TRASH ENCLOSURE. SEE SHEET C-502/DETAIL 13.
13. LANDSCAPE AREA. SEE PLANTING PLAN.
14. CONSTRUCT MAILBOX PAD PER STANDARD CONCRETE DETAIL. SEE SHEET C-501/DETAIL 2.
15. CONSTRUCT 6" TALL MASONRY FENCE ALONG NORTH AND EAST BOUNDARY
16. REMOVE AND REPLACE APPROXIMATELY 75 SF CONCRETE. TIE BACK IN TO EXISTING SIDEWALK FOR GARDEN



ROAD NOTES

1. TYPICAL LAYOUT IS SHOWN. FOR ACTUAL ELEVATIONS AND GRADES, REFER TO GRADING PLAN.

PRIVATE DRIVE CROSSECTION NOT TO SCALE

SITE GENERAL NOTES

1. ALL DIMENSIONS AND RADII ARE MEASURED TO TOP BACK OF CURB - UNLESS OTHERWISE NOTED OR WHEN NO CURB IS PRESENT.
2. CONTRACTOR TO REFER TO GRADING PLAN FOR ALL FINISH GRADE ELEVATIONS.
3. SEE SHEET C-001 FOR GENERAL NOTES AND LEGEND.



SITE PLAN

CAPSA
PHASE 1
GARLAND, UTAH 84312



Cache Landmark
Engineers
Surveyors
Planners

95 Gold Course Rd.
Suite 101
Logan, UT 84321
435.713.0099

DATE: 21 MAY 2020
SCALE: 1" = 20'
DESIGN BY: C. ZÖHNER
CHECKED BY: L. ANDERSON
APPROVED BY: C. ZÖHNER
PROJECT NUMBER: 565-2502
SHEET:

CS202

SOIL COMPACTION TABLE		
LOCATION	TOTAL FILL THICKNESS (FEET)	MINIMUM PERCENTAGE OF MAXIMUM DRY DENSITY
BENEATH AN AREA EXTENDING AT LEAST 5 FEET BEYOND THE PERIMETER OF THE STRUCTURE	0 TO 8	95
SITE GRADING FILLS OUTSIDE AREA DEFINED ABOVE	0 TO 5	90
SITE GRADING FILLS OUTSIDE AREA DEFINED ABOVE	5 TO 8	95
UTILITY TRENCHES WITHIN STRUCTURAL AREAS	---	96
ROAD BASE	---	96

July 31, 2206

RE: CAPSA Project Timeline with Garland City.

The City has bent over backwards to accommodate the project, including but not limited to the following:

- 1) Drafting and facilitating the adoption of the City Code text amendment to the Commercial zone to accommodate this type of facility with the number of units they were proposing
- 2) Permitting the applicant to submit building permits prior to site plan approval
- 3) Permitting an at-risk grading permit (subject to the City receiving the NOI and any other required documentation)
- 4) Continued to review and process the application as resubmittals and changes were made throughout the process.

The City has not delayed their development or review process in any shape or form. In fact the City has continued and from the beginning been extremely transparent and realistic with the timeframes that are involved for this type of development project **and** has made reasonable accommodations in early building permit submittals and at-risk grading permit options.

Even taking the adequacy determination approval out of the equation, they were still informed that they could proceed with submitting building permits prior to site plan as early as April 2026.

The following page has a table outlining the project's timeline. This timeline does not include the additional time spent on extra meetings to coordinate submittals and items that cities don't customarily assist, including additional meetings, correspondence and status updates, accepting partial submittals and routing those, and managing changes made to the project mid-submittals.

The table below outlines the timelines for the CAPSA project in Garland:

Dec 2025	Pre-application received and applicant is advised that the approval process would likely take 9-12 months. There was also the text amendment identified that the process could take longer and that City master utility studies were also underway that were anticipated to be completed in June/July.
Feb 2026	1st Submittal Documents Received
	Commercial Text Amendments drafted and prepared by City. Brought to Planning Commission as a discussion item.
	Commercial Text Amendment brought to City Council as a discussion item
March 2026	2nd Submittal Documents Received
	Commercial Text Amendment brought to Planning Commission for public hearing and recommended for approval
	Commercial Text Amendment brought to City Council for public hearing and changes requested
April 2026	2 nd Review Comments provided to the applicant
April 29, 2026	Commercial Text Amendment brought back to City Council for continuation of public hearing and was approved
	Applicant was advised by City that they could submit building permits (at-risk) to the City prior to Site Plan approval by the Planning Commission.
May 2026	3 rd Review Submittal Documents Received
June 2026	3 rd Review Comments provided to the applicant
July 15, 2026	City Master Utility Plans Adopted*
July 16, 2026	Applicant makes building permit submittal
August 2026 (scheduled)	City Council to consider Adequacy Determination and Development Agreement
	Planning Commission consideration of Pre-Plat and Site Plan approval

*It needs to be noted that even if the the Site Plan and Preliminary Plat items would have been scheduled and heard by the Planning Commission in July that the outcome and the timing would be no different than what currently exists because a building permit will still need to be issued.

The APFO adequacy policy is being adopted at the same meeting in August, which the City has also included the adequacy determinations for the applications that have been received since December, versus waiting until the second meeting in August to place on the agenda to make sure the policy is adopted and formally in place.

Permitting at-risk building permit submittals to be made prior to site plan approval is not a completely an uncommon practice for cities (specifically for commercial projects). This can facilitate a quicker development review timeframe. Often the building permit reviews then can line up to the permit being issued concurrent with the Site Plan approval (versus a few months later)

Permitting at-risk grading permits is an extremely common practice and one that the City can usually accommodate if enough of the construction plan sets have been reviewed and have little or no remaining comments prior to Site Plan approval.

[BACK TO AGENDA](#)