



FARR WEST CITY COUNCIL AGENDA

August 20, 2026 at 6:30 p.m.
City Council Chambers
1896 North 1800 West
Farr West, UT 84404

Notice is hereby given that the City Council of Farr West City will hold a joint work session with the Planning Commission at 5:30 p.m. and their regular meeting at 6:30 p.m. on Thursday, August 20, 2026 at the Farr West City Hall, 1896 North 1800 West, Farr West

5:30 p.m. – Joint work session with the Planning Commission to discuss with Glade McCombs a proposed development at 1410 North 1900 West

Call to Order – Mayor David Bolos

1. Opening Ceremony
 - a. Opening Prayer
 - b. Pledge of Allegiance
2. Comments/Reports/Presentation
 - a. Public Comments (3 *minutes*)
 - b. Report from the Planning Commission
3. Consent Items
 - a. Assignments and directions for Planning Commission
 - b. Consider approval of minutes dated August 6, 2026
 - c. Consider approval of bills dated August 19, 2026
4. Business Items
 - a. Consider approval of an amendment to the general plan to allow for the M-1 Manufacturing zone for parcel numbers 15-004-0110, 15-004-0005, 15-004-0115, 15-004-0114, 15-005-0125, 15-005-0124, 15-005-0123, 15-005-0122 and 15-005-0121
 - b. Consideration of Ordinance No. 2026-16, approving of a re-zone of the Petersen Inc property located at approximately 1461 North 2000 West, parcel numbers 15-004-0110, 15-004-0005 and 15-004-0115, from the A-1 zone to the M-1 Manufacturing Zone
 - c. Consider approval of a conditional use permit for Petersen Inc for a new production line building located at 1461 North 2000 West
 - d. Consider approval of Ordinance No. 2026-17, amending the landscaping requirements in section 17.36.090 in the Farr West City Municipal Code
 - e. Consideration of Resolution No. 2026-08, approving the interlocal agreement with Marriott-Slaterville City for the West Creek Interlocal Agreement
5. Mayor/Council Remarks
 - a. Assignment Follow-up (3 *minutes*)
6. Adjournment

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 801-731-4187, at least three working days prior to the meeting. Notice of time, place and agenda of the meeting was emailed to each member of the City Council, posted in the City Hall, and posted on the Utah Public Meeting Notice Website on August 14, 2026.

Lindsay Afuvai, Recorder

PLOTTED July 16, 2026 BY Jeremy Jensen FILE Z:\2026 PROJECTS\830-2601 JEFF LOWE - PETERSEN INC N EXPANSION - FARR WEST, UT\CAD\SURVEY\BOUNDARY\830-2601 BOUNDARY SURVEY.DWG



SHEET DESCRIPTION:
AMENDMENT MAP

PETERSEN INC. SOUTH EXPANSION
 1459 NORTH 2000 WEST
 FARR WEST, UTAH 84404



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

DATE: 16 JULY 2026
 SCALE: 1" = 50'
 DESIGN BY: J. JENSEN
 CHECKED BY: S. EARL
 APPROVED BY: J. JENSEN
 PROJECT NUMBER: 830-2601
 SHEET: 1/1

Application for Rezoning Real Property



Date Submitted 6-30-26 Applicant's Name Petersen Inc
Applicant's Address [REDACTED]
Applicant's Phone [REDACTED]

Fee Schedule (check one):

Up to 5 acres..... \$150.00 []
More than 5 acres..... \$200.00 []
Commercial or Manufacturing..... \$250.00 [✓]

Fee received by Breganne Date 7/10/2026

I (we), the undersigned property owner (s), request that the following real property (include or attach a legal description and a scale drawing of the real property here):

Parcels #150040110, #150040005, and #150040115 (see attachment for legal descriptions)

Be rezoned from (present zoning) Agricultural (A-1)

To (desired zoning) Manufacturing (M-1)

Include or attach a list of all adjacent property owners within three hundred feet (300') of the property proposed for rezone and their addresses. [✓]

The Planning Commission must review the request from the standpoint that changes in property zoning cannot be made unless it is in the best interest of the citizens of Farr West City generally.

Please answer the following questions: (Attach additional sheets if necessary)

1. How is this request consistent with the policies of Farr West City's General Plan?

In addition to this rezone application, Petersen, Inc. is also requesting an update to the Future Land Use Map in Farr West City's General Plan (see attachment for parcel list). The current future use is designated as Residential-Agriculture. Requested future designation is Manufacturing. These few parcels are currently small islands of Residential-Agriculture surrounded by Manufacturing and Commercial along this stretch of 2000 West.

Application for Rezoning Real Property



2. How will this request benefit the general public and the community?

Rezoning the parcels as requested will allow Petersen, Inc. to expand their manufacturing business with a new building and production line. This will result in additional well-paying jobs for the community.

3. How will this request promote the health, safety, convenience, order or prosperity of the general public?

The parcels are located adjacent to existing manufacturing zones also owned by Petersen, Inc. This will allow manufacturing to remain consolidated into one area while still providing increased jobs and revenue for the City.

Signature of Petitioner(s):

[Signature]

Address:

1527N 2000 W
Fair West UT 84407

✓ Checklist:

- ☒ Fees Paid
☒ Legal Description
☒ Scale Drawing
☒ Adjacent Property Owners List
☒ Public Hearing Set
☐ Adjacent Property Owners Notified

- ☐ Notice Advertised on: _____
☐ Public Hearing Held on: _____
PC Recommendation:
☐ Approve ☐ Reject Date: _____
CC Action:
☐ Approve ☐ Reject Date: _____

Petersen, Inc. Application for Rezoning and Conditional Use Permit

Legal Descriptions for parcels included in Conditional Use and Rezone application:

Parcel #150040110

PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF COTTAM SUBDIVISION 1ST AMENDMENT (BOOK 66 PAGE 032); SAID POINT BEING 764.39 FEET NORTH 89°01'43" WEST ALONG THE SECTION LINE AND 3066.22 FEET SOUTH 00°42'25" WEST, AND 428.07 FEET NORTH 88°40'33" WEST FROM THE MONUMENTED NORTHEAST CORNER OF SAID SECTION 2 (BEING A 1967 BRASS CAP SET IN CONCRETE); THENCE TWO (2) COURSES ALONG THE NORTH AND WEST BOUNDARIES OF SAID SUBDIVISION AS FOLLOWS: (1) NORTH 88°40'33" WEST 118.61 FEET; AND (2) SOUTH 01°03'05" WEST 233.61 FEET (233.59 FEET) TO THE NORTH LINE OF THE WILLARD CANAL; THENCE FOUR (4) COURSES ALONG SAID NORTH LINE AS FOLLOWS: (1) NORTHWESTERLY ALONG THE ARC OF A 315.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 7.55 FEET (CENTRAL ANGLE EQUALS 01°22'27", AND LONG CHORD BEARS NORTH 60°14'19" WEST 7.55 FEET) (2) NORTH 59°33'05" WEST 321.00 FEET TO A POINT OF NON-TANGENT CURVATURE OF WHICH THE RADIUS POINT LIES NORTH 30°26'59" EAST; (3) NORTHWESTERLY ALONG THE ARC OF A 115.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 87.81 FEET (CENTRAL ANGLE EQUALS 43°44'52", AND LONG CHORD BEARS NORTH 37°40'35" WEST 85.69 FEET); AND (4) NORTH 15°48'05" WEST 112.46 FEET TO AN EXISTING FENCE LINE DESCRIBED AS THE NORTH PROPERTY LINE IN WARRANTY DEED, (BOOK 574 PAGE 535); THENCE SOUTH 88°57'13" EAST 524.46 FEET; THENCE SOUTH 10°18'17" WEST 104.11 FEET TO THE POINT OF BEGINNING. CONTAINING 95,843 SQUARE FEET.

Parcel #150040005

PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 10.69 CHAINS WEST AND 2858.08 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 2, AND RUNNING THENCE SOUTH 0°40' WEST 105 FEET, THENCE NORTH 89°20' WEST 383 FEET, MORE OR LESS, TO IRRIGATION DITCH, THENCE NORTHERLY ALONG SAID DITCH 105 FEET, MORE OR LESS, TO A POINT 367 FEET, MORE OR LESS, WEST FROM THE PLACE OF BEGINNING, THENCE SOUTH 89°20' EAST TO THE PLACE OF BEGINNING. LESS HIGHWAY RIGHT-OF-WAY. SAID RIGHT-OF-WAY IS CONTAINED WITHIN A PARCEL OF LAND 50 FEET WIDE ON WEST SIDE OF THE CENTER LINE OF F.A.P. NO. 214.

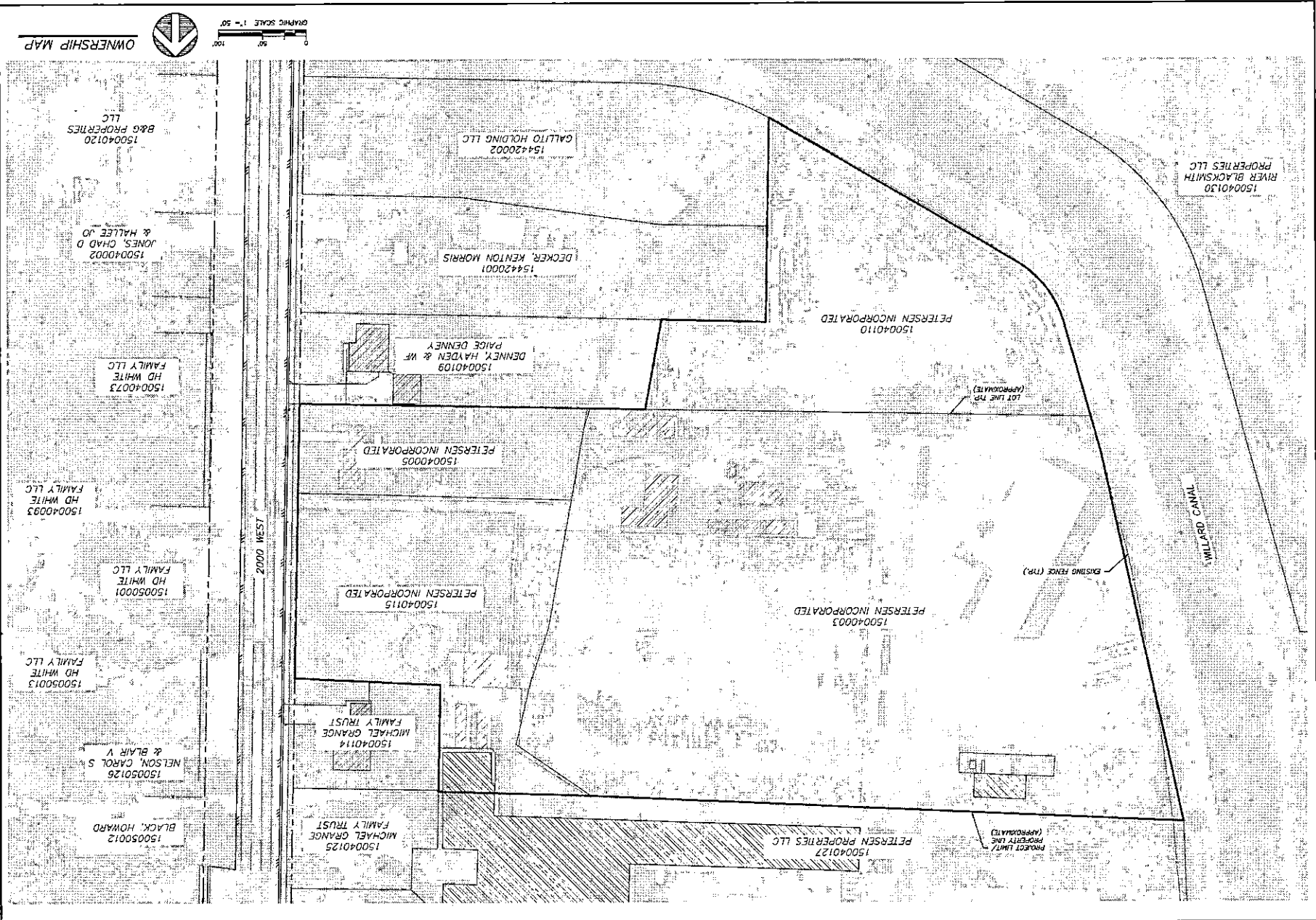
Parcel #150040115

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF 2000 WEST STREET LOCATED 760.97 FEET NORTH 89°01'43" WEST AND 2648.13 FEET SOUTH 01°06'41" WEST FROM THE NORTHEAST CORNER OF SAID SECTION 2; RUNNING THENCE SOUTH 01°06'41" WEST (SOUTH 01°04'13" WEST BY RECORD) 211.26 FEET ALONG SAID WEST RIGHT OF WAY LINE; THENCE NORTH 88°21'41" WEST 310.86 FEET (312.90 FEET BY RECORD); THENCE NORTH 10°18'19" EAST 147.69 FEET; THENCE NORTH 18°13'19" EAST 67.74 FEET; THENCE NORTH 13°13'19" EAST 70.60 FEET; THENCE NORTH 55°39'41" WEST 103.70 FEET; THENCE SOUTH 88°18'39" EAST (SOUTH 88°18'43" EAST BY RECORD) 174.08 FEET; THENCE SOUTH 01°10'23" WEST 121.49 FEET TO AN EXISTING FENCE CORNER; THENCE SOUTH 87°14'46" EAST 165.38 FEET ALONG AN EXISTING FENCE LINE TO THE POINT OF BEGINNING. CONTAINING 1.741 ACRES.

The following legal description is also included in the Conditional Use application (NOT being rezoned):

Parcel #150040003

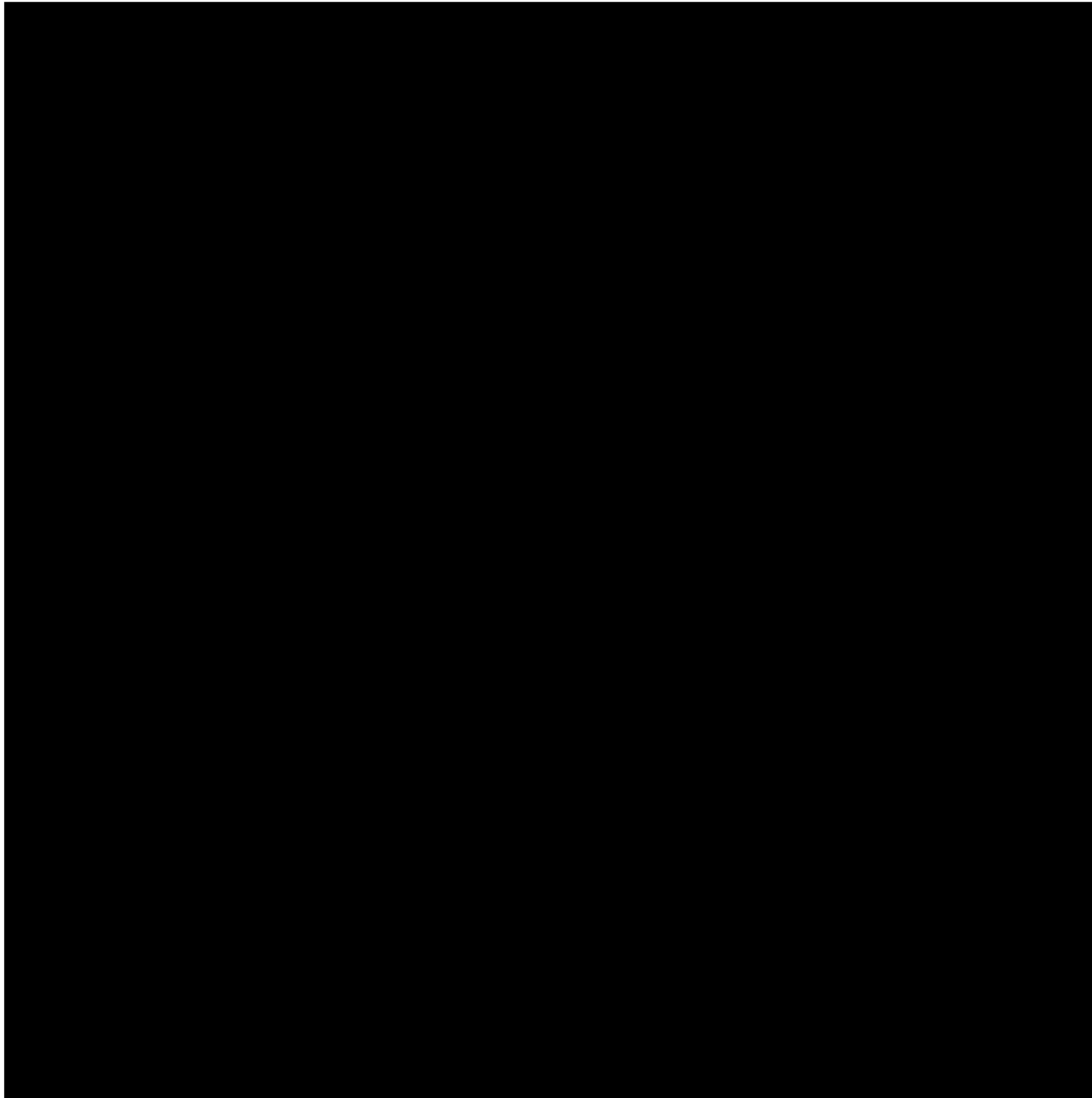
PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 10.69 CHAINS WEST AND 38.27 CHAINS SOUTH 0°13' WEST AND 2.82 CHAINS SOUTH 89°24' WEST AND 103.88 FEET NORTH 88°25' WEST AND 101 FEET NORTH 88°25' WEST FROM THE NORTHEAST CORNER OF SAID SECTION 2, RUNNING THENCE NORTH 88°25' WEST 818.12 FEET, THENCE SOUTH 14°12' EAST 165 FEET, THENCE SOUTH 21°45' EAST 313.84 FEET TO GRANTORS SOUTH LINE, THENCE SOUTH 89°20' EAST 663.96 FEET TO IRRIGATION DITCH, THENCE NORTH 9°20' EAST 253.9 FEET, THENCE NORTH 17°15' EAST 191.34 FEET, THENCE NORTHWESTERLY IN A STRAIGHT LINE TO POINT OF BEGINNING. ALSO: TOGETHER WITH A RIGHT-OF-WAY OVER, ALONG AND ACROSS THE FOLLOWING DESCRIBED ROAD-WAY: PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST SIDE OF STATE HIGHWAY 11.45 CHAINS WEST AND 43.05 CHAINS SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 2, AND RUNNING THENCE SOUTH 0°40' WEST 1 ROD; THENCE NORTH 89°20' WEST 317 FEET TO IRRIGATION DITCH AND THE GRANTEE'S EAST PROPERTY LINE; THENCE NORTH 9°20' EAST 1 ROD, MORE OR LESS, TO A POINT NORTH 89°20' WEST FROM THE PLACE OF BEGINNING; THENCE SOUTH 89°20' EAST TO THE POINT OF BEGINNING. EXCEPT 1.61 ACRES IN WILLARD CANAL (698-154).



Additionally, Petersen, Inc. is also requesting to update the Future Land Use Map in the Farr West City General Plan. The previous parcels, along with the following parcels will need to be updated from future Residential-Agriculture to future Manufacturing:

Parcels #150040114, #150050125, #150050124, #150050123, #150050122, and #150050121

The following property owners are within 300 feet of the properties listed in the Rezone and Conditional Use Application:





Farr West City

APPLICATION FOR ISSUANCE OF CONDITIONAL USE PERMIT

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

Application Date 6-30-26 Applicant Name Petersen Inc

Mailing Address _____

Phone Number _____

Property address of proposed conditional use 1461 North 2000 West Current Zoning: M-1

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

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

Petersen, Inc. is proposing to expand their manufacturing business with a new production line building. The building will be an expansion of their existing manufacturing campus and located adjacent to similar manufacturing buildings. This will result in additional well-paying jobs for local residents as well as increased revenue for the community.

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

The project will be located adjacent to existing manufacturing zones also owned by Petersen, Inc. This will allow manufacturing to remain consolidated into one area. The project will also improve on land that is currently underutilized without destroying or otherwise causing any negative impacts to it or to the surrounding properties.

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

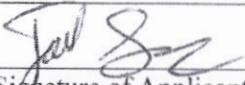
The project will be for manufacturing/assembly. Production will not include hazardous products as listed in Farr West City code #17.40.050. The proposed building meets the required setbacks. A minimum of 10% landscaping will be provided. Parking for employees will be provided. Additional requirements where the property is adjacent to the residential or agricultural zone will be followed including an 8' solid visual fence. (See attached Conditional Use Site Plan).

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

Petersen, Inc. is also requesting an update to the Future Land Use Map in Farr West City's General Plan (see attachment for parcel list). The current future use is designated as Residential-Agriculture. Requested future use designation is Manufacturing. These few parcels are currently small islands of Residential-Agriculture surrounded by Manufacturing and Commercial along this stretch of 2000 West. Updating these parcels in the General Plan will help to create a more consistent area with consolidated uses.

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

The proposed project will improve on the existing land. It will be located adjacent to similar manufacturing uses. Stormwater BMP's will be followed as part of the project to prevent any deterioration or negative impact to the environment or surrounding properties. The finished project will result in increased jobs and revenue for residents and Farr West City.


Signature of Applicant

Property Owner? ☒ Y ☐ N

Date Application & \$100.00 Processing Fee received 7/10/26

Received by Breanne

Date of public hearing: August 13, 2026

Date application was _____ Approved _____ Denied by Planning Commission _____

Conditions/Reasons

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

Conditions/Reasons

Planning Commission Chair

Mayor

Petersen, Inc. Application for Rezoning and Conditional Use Permit

Legal Descriptions for parcels included in Conditional Use and Rezone application:

Parcel #150040110

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Parcel #150040005

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Parcel #150040115

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The following legal description is also included in the Conditional Use application (NOT being rezoned):

Parcel #150040003

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Additionally, Petersen, Inc. is also requesting to update the Future Land Use Map in the Farr West City General Plan. The previous parcels, along with the following parcels will need to be updated from future Residential-Agriculture to future Manufacturing:

Parcels #150040114, #150050125, #150050124, #150050123, #150050122, and #150050121

The following property owners are within 300 feet of the properties listed in the Rezone and Conditional Use Application:



	EXISTING BUILDING		
	PROPOSED BUILDING		
	PROPOSED ASPHALT		
	PROPOSED CONCRETE		
	PROPOSED DRIVEWAY AREA		
	PROPOSED LANDSCAPE AREA	VALUED AT \$1,000 PER SQUARE FOOT	
	PROPOSED STREET LINE		
	PROPOSED WATER LINE AND SIZE		
	PROPOSED SEWER LINE AND SIZE		
	PROPOSED GAS LINE		
	PROPOSED UNDERGROUND POWER CONDUIT		

17.36.090: LANDSCAPING:

A. Area Requirements: An area of not less than ten percent (10%) of the site as depicted on the site plan shall be landscaped with live plantings. The perimeter area and slopes of the retention/detention basins may be included as part of the landscape area if landscaped.

B. Screening; Visual/Noise: Landscaping prescribed by the Planning Commission to accomplish other requirements of this title, as in visual screening, noise abatement or other needs based on site conditions are required as part of, or in addition to, the ten percent (10%) landscaping requirement.

C. Location: Front setbacks, side setbacks facing the street, and other areas visible to the public are required to be landscaped.

D. Ground Cover: All landscaped areas shall be covered with a minimum three inch (3") layer of decorative rock or other approved medium to allow water to infiltrate the ground and inhibit weed growth. Detention basins shall also be lined with rock.

E. Plant Materials: All landscaped areas shall be planted with plants that are well-suited to conditions at the project site and may include native and locally adapted shrubs, trees, or ornamental grasses and perennials compatible with xeriscape environment. (Xeriscape is a landscaping method developed especially for arid and semiarid climates that utilizes water-conservation techniques.) In the absence of secondary water or if secondary water cannot be provided to the property in question, then xeriscape will be required to fulfill the landscaping requirements.

F. ~~Watering/Irrigation: Required landscaping shall be irrigated using a secondary water supply. Culinary water shall not be used for landscape irrigation. Irrigation systems shall be designed to minimize water consumption using underground drip or bubbler systems with automatic controllers, unless exempted under Subsection G. The landscaping plan shall include a secondary water supply. Culinary water shall not be used. The irrigation systems shall be designed to minimize water consumption by using an underground drip or bubble system with an automatic controller.~~

G. Secondary Water Unavailability & Xeriscaping: Xeriscaping shall only be permitted to fulfill the landscaping requirements of this section if the parcel or lot cannot be serviced by a secondary water system. In such cases, the landscape plan must comply with xeriscape design standards approved by the City.

~~H.~~ Maintenance: The preservation of the landscaping shall be maintained in a healthy, neat, and orderly condition free of weeds and litter. Diseased or dead plant materials shall be removed and replaced by June 1 if due to winter kill or October 1 if the plant materials die during the summer months. The preservation and maintenance of the landscaping in the park strip areas are the responsibility of the property owner/tenant.

~~I.~~ Completion Requirements: Landscaping shall be completed prior to the issuance of the Certificate of Occupancy for the building or structure with which it is associated. In the case of inclement weather that prevents the installation of the required landscaping,

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the time of completion may be extended, in writing, upon approval of the Chief Building Official. (Ord. 2024-12)

RESOLUTION NO. 2026-_____

**A RESOLUTION OF FARR WEST CITY, UTAH, APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
MARRIOTT-SLATERVILLE CITY REGARDING THE WEST CREEK
DEVELOPMENT PROJECT.**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, authorizes public agencies to enter into joint agreements to exercise powers on a cooperative basis for public benefit and efficient resource utilization; and

WHEREAS, Farr West City ("FWC") and Marriott-Slaterville City ("MSC") are public agencies and municipal corporations organized under Title 10 of the Utah Code Annotated; and

WHEREAS, the Parties previously entered into a Master Development Agreement for certain real property located on the border of both municipalities, known as the West Creek Development Project ("West Creek"); and

WHEREAS, FWC and MSC desire to enter into an Interlocal Cooperation Agreement ("Agreement") to establish the operational and financial duties of each City regarding West Creek, including storm water discharge, public road access, trail connectivity, secondary water, and the sharing of designated taxes, building permit fees, and impact fees; and

WHEREAS, the City Council of Farr West City finds that entering into this Agreement with Marriott-Slaterville City is in the best interest of the health, safety, and general welfare of the citizens of Farr West City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FARR WEST CITY, UTAH:

- 1. Approval of Interlocal Agreement.** The Interlocal Cooperation Agreement between Farr West City and Marriott-Slaterville City regarding the West Creek Development Project, attached hereto as Exhibit "A" and incorporated by reference, is hereby approved.
- 2. Authorization of Execution.** The Mayor is authorized and directed to execute the Agreement on behalf of Farr West City.
- 3. Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of Farr West City, Utah, this _____ day of _____, 2026.

MAYOR OF FARR WEST CITY, UTAH

Vote of City Council

By _____
Dave Bolos

Yes No

____ Council Member Anderson
____ Council Member Williams
____ Council Member Shupe
____ Council Member Blind
____ Council Member Jay

ATTEST:

Recorder, Farr West City, Utah

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") made effective this ____ day of _____, 2026, is entered into between Marriott-Slaterville City ("MSC") and Farr West City ("FWC") and may be individually referred to as "Party" or "City", collectively referred to as the "Parties" or "Cities" for the purpose of this Agreement.

RECITALS

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources; and,

WHEREAS, the Parties are public agencies as defined by the Utah Interlocal Cooperation Act;

WHEREAS, the Parties are municipal corporations duly organized under Title 10 of the Utah Code Annotated;

WHEREAS, on or about January 24, 2025, the Parties entered the Master Development Agreement with West Creek ("Development Agreement") set forth in Exhibit "A" attached hereto and incorporated herein by this reference for certain real property on the northeast border between the Parties;

WHEREAS, this Agreement is to outline the duties and responsibilities of each City relating to the West Creek Development Project ("West Creek");

WHEREAS, this Agreement applied to the real property described in the Development Agreement for West Creek ("Property") as provided in the legal description for the same in the Development Agreement;

WHEREAS, the Parties can obtain mutual benefit under this Agreement;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, the Parties do mutually agree and undertake as follows:

SECTION ONE SCOPE OF AGREEMENT

1. Storm Water. The Parties hereby agree to provide the other, at no cost, with certain storm water and drainage services only as follows:
 - a. West Creek. The Parties may discharge storm water from West Creek into the other Party's existing storm water facilities *only* to the extent that such facilities have engineering capacity to receive the flow. Any new or increased discharge from the West Creek development into a Party's system shall require an engineering capacity review by the receiving City's engineer.
 - b. DUT 5 Building. MSC is authorized to discharge into FWC at the DUT 5 warehouse using a storm drain at or near I-15 that enters a storm water pipe

- under I-15 and discharged into Six Mile Creek and in accordance with a separate agreement.
- c. Other. No other discharge is authorized into Six Mile Creek and Four Mile Creek for the portion where MSC and FWC share a common border along Six Mile Creek and Four Mile Creek without prior written agreement of the other Party.
2. Roads and Access. Each Party shall maintain the portion of the public roads located within its respective municipal boundary subject to this Agreement.
 - a. FWC shall open access to 1900 West Street/Cottonwood Drive from the West Creek public road to location(s) determined by FWC on 1800 North Street in FWC by January 1, 2032.
 - b. If FWC fails to open access within this 5-year period, then FW shall reimburse MSC $\frac{1}{2}$ of the building permit and impact fees previously collected by MSC and paid to FWC.
 - c. MSC may seek specific performance to ensure that FWC opens access to 1900 West Street/Cottonwood to location(s) on 1800 North Street.
 3. Improvements. It is acknowledged by the Parties that because the Community Reinvestment Area ("CRA") anticipated in the Development Agreement to share revenue between the Parties from the CRA was rejected by the taxing entities, the Parties shall not make any improvements as provided Paragraph 5.2 of the Development Agreement except at the sole discretion of the respective City. In the event that a CRA is subsequently formed which CRA includes West Creek, the Parties shall equally share proceeds of the same in a separate agreement.
 4. Taxes and Fees. The Parties shall:
 - a. Building Permit and Impact Fees. The Parties shall share equally between the building permit and impact fees collected under the Development Agreement subject to the terms of this Agreement. The Parties recognize that building and impact fee distribution may be reduced in a proportionate manner to account for the impact fee credit referenced in paragraph 9.17 of the Development Agreement.
 - i. The MSC Park Impact Fee shall be calculated at $\frac{1}{2}$ of the standard rate as applied to West Creek based upon the open space donation to MSC by West Creek.
 - ii. The MSC Secondary Water Fee shall be fully collected and retained by MSC which shall provide a receipt for FWC.
 - b. MSC shall pay FWC its portion of any and all building permit fees and impact fees previously collected from West Creek within 30 days after the execution of this Agreement by FWC.
 - c. Property Taxes. Notwithstanding the Development Agreement, FWC shall collect and retain all of its property taxes on West Creek. MSC shall create a special district that may levy a property tax including West Creek and be retained by MSC through its newly created special district.
 - d. Sales Tax. Each of the Parties shall annual share $\frac{1}{2}$ of its portion of any sales tax collected from the point of sale in the respective City with the other City.
 - e. Any payment due hereunder shall be paid to the receiving City within 180 days after the end of the paying City's fiscal year.

5. Annual Accounting and Audit Rights. The Parties acknowledge that proper financial accountability is essential to the administration of this Agreement. Accordingly, the Parties agree as follows:
 - a. Annual Reconciliation Statement: Each City shall provide to the other City their annual accounting report detailing all building permit fees, impact fees, and shared tax revenues (if any) collected from or attributed to the West Creek project area during the preceding fiscal year. Said annual accounting report shall be due no later than 180 days after the end of each City's fiscal year.
 - b. Right to Inspect and Audit: Upon thirty (30) days' written notice, either Party shall have the right, at its own expense, to inspect, review, and audit the financial records, ledgers, receipt books, and accounting documentation of the other Party directly relating to the West Creek project and any fees or revenues governed by this Agreement.
 - c. Cooperation: Each Party shall coordinate and assist the other Party or the staff or designated independent certified public accountant (CPA) of either Party and provide reasonable access to personnel and requested records during standard business hours.
 - d. Correction of Discrepancies: If the annual accounting report reveals an underpayment or overpayment of shared fees or revenues, the responsible Party shall remit the corrected balance to the aggrieved Party within forty-five (45) days of the final audit determination.
 - e. Record Retention: Both Parties agree to maintain all financial records related to the West Creek project area for a minimum of seven (7) years following the fiscal year in which the fees were collected or distributed.
6. Secondary Water. MSC, or a district established by MSC, shall be solely responsible for providing, securing, and managing all secondary water requirements and delivery requirements necessary to serve West Creek even with FWC boundaries. FWC shall have no obligation, responsibility, or liability—financial, administrative, or operational—for the provision, maintenance, or fulfillment of any secondary water requirements associated with West Creek or any developments therein.
7. Trail. The Parties acknowledge and agree that comprehensive trail connectivity to and throughout the project area is vital to maximizing regional community benefits. To achieve the highest quality and most cohesive trail network possible, the Parties shall actively cooperate and coordinate on the planning, location, design, engineering, and connection of all trail infrastructure within their respective jurisdictions as it relates to the project.

SECTION TWO GENERAL PROVISIONS

1. Contacts. MSC designates its Mayor as primary contact under this Agreement. FWC designates its mayor as primary contact under this Agreement.
2. Duration. This Agreement is effective for the maximum time period for which interlocal agreements are allowed under state law in effect at the time this Agreement was entered and may be extended as needed.

3. Amendment. This Agreement may only be amended, modified, or terminated by separate writing mutually agreed by the Parties.
4. Effective Date. This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the Parties as provided U.C.A. § 11-13-101, as amended.
5. Documentation. Either Party may record this Agreement at the Office of the Weber County recorder with the legal description related to the Property. The Parties shall provide this Agreement to the Utah State Tax Commission or other agency in order to effectuate this Agreement.
6. Entity. This Agreement does not create a separate entity and does not waive, limit, or modify any governmental immunity protections afforded to either Party under the Utah Governmental Immunity Act (Utah Code § 63G-7-101, et seq.). The agents, officials, and employees of each City shall remain employees of their respective City.
7. Entire Agreement. This Agreement, together with any written amendments, shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except for the resolutions of each Party herein attached and incorporated by reference.
8. Enforcement & Legal Fees. If either Party defaults in the performance of any provision of this Agreement, or if legal action is commenced by either Party to enforce or interpret the terms hereof, the non-prevailing Party agrees to pay to the prevailing Party all reasonable costs, expenses, and attorney fees incurred by the prevailing Party in connection with such action or proceeding.
9. Employee Status. It is understood and agreed by the Parties that any and all personnel furnished by the Parties shall remain employees of the respective Parties and shall abide by the personnel policies of the respective Parties.
10. Warranties. The Parties each represent and warrant that they are public agencies within the meaning of the Interlocal Cooperation Act, and such are authorized to execute and deliver this Agreement. The Parties state there is no litigation, legal action or investigation between the Parties that would adversely affect this Agreement.
11. Documents on File. Executed copies of this Agreement are maintained by each Party.
12. Governing Law. It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
13. Non-transferable. Rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the written consent of the Parties.
14. Rules of Construction and Severability. Standard rules of construction, as well as the context of this Agreement, shall be used to determine the meaning of the provisions herein. Headings in this Agreement are used for convenience only and afford no right. If

any provision, article, sentence, clause, phrase, or portion of this Agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement. It is thus the intention of the Parties that each provision of this Agreement shall be deemed independent of all other provisions herein.

DATED this ____ day of _____, 2026.

FOR FWC CITY:

Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

City Attorney

DATED this ____ day of _____, 2026.

FOR MARRIOTT-SLATERVILLE CITY:

Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

City Attorney

INSERT NOTARY BLOCK HERE