



Staff Report to the County Commission

Weber County Planning Division

Synopsis

APPLICATION INFORMATION

Application Request: A request for approval of a requested rezone from A-1 to RE-15, or, alternatively, R1-15, on approximately 40.00 acres.
Agenda Date: Tuesday, May 30, 2023
Applicant: Patrick Burns and Soderby, LLC
File Number: ZMA 2023-01

PROPERTY INFORMATION

Approximate Address: 3800 W 1800 S
Zoning: The area to be rezoned is currently A-1
Proposed Land Use: Residential, RE-15

ADJACENT LAND USE

North: Agriculture
East: Residential
South: 1800 South St.
West: Residential/Agricultural

STAFF INFORMATION

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794
Report Reviewer: CE

Applicable Ordinances

§ 102-5: Rezoning Procedures

§ 104-3: Residential Estates Zone (RE-15) or § 104-12: Residential Zones (R1-15)

Legislative Decisions

This is a legislative matter. There is wide discretion in making legislative decisions. Criteria for decisions on a legislative matter suggest compatibility with the general plan, existing ordinances, and best practices. Examples of legislative actions are general plan, zoning map, and land use code amendments.

Summary

This item is an applicant-driven request to amend the zoning map from A-1 to RE-15 on 10.00 acres. The applicant is proposing a 116 lot development. The density of the proposed development will not exceed 40.00 acres divided by 15,000 square feet (116 lots). If the legislative body approves the rezone as proposed, the development agreement attached as Exhibit B should also be approved, as it contains the concept plan and development standards.

On February 21, 2023, the Western Weber Planning Commission unanimously forwarded a positive recommendation to the County Commission.

Now that the County Commission has adopted the R1-15 Zone, the County Commission may want to consider rezoning this property to the R1-15 zone instead of the RE-15 zone. The RE-15 zone allows farm animals and the R1-15 zone does not.

Staff recommends rezoning the property to the R1-15 zone and the development agreement attached as Exhibit B reflects that. Should the County Commission desire to rezone the property to the RE-15 zone, the item should be tabled to another meeting to provide time to adjust the development agreement for the RE-15 zone.

Policy Analysis

A complete policy analysis is included in the attached staff report that was presented to the Western Weber Planning Commission.

Planning Commission Recommendation

The Western Weber Planning Commission recommends approval of this rezone request that includes the development agreement which outlines the provisions listed below:

- a. Development agreement with preliminary road designs at subdivision.
- b. That the appropriate amount of right-of-way (40 feet of half-width) along 1800 South St. will be dedicated to the county , along with installation of pathway along 1800 South St., per the newly adopted Western Weber General Plan (2022).
- c. The number of lots shall not exceed the gross area divided by a 1/3 acre (minimum lot size for a 'Medium-size' lot). The development agreement shall govern the lot development standards as previously stated in this staff report. The development agreement will specify that the zoning will govern the allowed uses, except that uses that require one half acre of land or more shall not be permitted.
- d. The concept plan be updated to show recommended pathway locations. Pathways shall be minimum 10 feet wide. If between lots, the pathway shall be in a dedicated right-of-way that is 30 feet wide and lined with trees consistent with the specifications in paragraph f below.
- e. The final layout of streets and infrastructure shall conform to the updated concept plan.
- f. The streets shall be lined with trees, spaced at a distance so that, at maturity, their canopies touch. The trees shall be of a species that are deep-rooting and have a high likelihood of survival, given the unique characteristics of the soils.
- g. The park strips shall have six-inch angular rock.

This recommendation comes with the following findings:

1. The proposal implements certain goals and policies of the West Central Weber General Plan.
2. The development is not detrimental to the overall health, safety, and welfare of the community.

Attachments

- A. Rezone Ordinance
- B. Development Agreement
- C. Staff Report Presented to Western Weber Planning Commission

Attachment A – Rezone Ordinance

See next page.

ORDINANCE NUMBER 2023-_____

AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP FROM A-1 TO R1-15 ON APPROXIMATELY 40.00 ACRES

WHEREAS, the Weber County Board of Commissioners have adopted a zoning map for the unincorporated areas of Weber County; and

WHEREAS, the Weber County Board of Commissioners has received an application from **Soderby, LLC**, to amend the zoning designation on property located at approximately 3908 West 1800 South in unincorporated Weber County ; and

WHEREAS, after consideration, The Weber County Board of Commissioners desires to rezone the subject property from A-1 to R1-15; and

WHEREAS, the Weber County Board of Commissioners and Soderby, LLC mutually agree to the rezone; and

WHEREAS, the Weber County Board of Commissioners and Soderby, LLC mutually agree to execute a development agreement that specifies certain terms of development and establishes a concept plan of the subject property; and

WHEREAS, on February 21, 2023, the Western Weber Planning Commission held a duly noticed public hearing to consider the rezone application, and, after deliberation, forwarded a positive recommendation to the Board of County Commissioners;

NOW THEREFORE, the Weber County Board of Commissioners ordains an amendment to the Weber County Zoning Map to change the zoning designation, as more precisely described in the attached exhibits, from the A-1 zone to the R1-15 zone. The graphic representation of the rezone is included and incorporated herein as Exhibit A. A written description of the rezone is included as Exhibit B. In the event there is conflict between the two, the legal description shall prevail. In the event the legal description is found by a licensed surveyor to be invalid or incorrect, the corrected legal description shall prevail as the description herein, if recommended by the County Surveyor, provided that the corrected legal description appropriately bounds the subject property and fits within the correct legal description of surrounding properties.

This ordinance shall become effective fifteen (15) days after publication or on the day the development agreement between Soderby, LLC and Weber County is recorded, whichever is later.

Passed, adopted, and ordered published this _____ day of _____, 2023, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____,
_____, Chair

Commissioner Froerer voted _____
Commissioner Bolos voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Exhibit B

Written Description

Parcel # 15-057-0006, otherwise described as:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S.SURVEY, WEBER COUNTY, UTAH. CONTAINING 40 ACRES, M/L.

AND INCLUDING HALF OF THE 1800 SOUTH RIGHT-OF-WAY THAT IMMEDIATELY ABUTS THE ABOVE DESCRIBED PROPERTY.

Attachment B – Development Agreement

See next page.

DEVELOPMENT AGREEMENT

Between

WEBER COUNTY, UTAH

and

Soderby LLC

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Exhibit A 13

Exhibit A (Cont.) **Error! Bookmark not defined.**

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DEVELOPMENT AGREEMENT
Soderby, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and Soderby, LLC ("Developer"), known together herein as the "Parties."

RECITALS

WHEREAS, The Developer desires and intends to develop a residential subdivision (the "Project") in the unincorporated area of Weber County;

WHEREAS, The Developer's objective is to develop a subdivision with single family lots that complies with the Connectivity Incentivized Subdivision regulations of Weber County;

WHEREAS, The County's objective is to approve only development that supports and advances the health, safety, and welfare of the community, as generally described in the general plan and as otherwise determined appropriate by the Board of County Commissioners;

WHEREAS, The Project is currently zoned A-1 and Developer desires to rezone the Project to the R1-15 zone consistent with the terms and provisions contained herein; and

WHEREAS, The Project will be located on land referred to herein as the "Project Site". The Project Site is as more specifically described in **Exhibit A**: Project Area Legal Description and Graphic Depiction. A preliminary plan showing the general location and layout of the Project is contained in **Exhibit B** Concept Development Plan

NOW, THEREFORE, in consideration of the recitals (which are incorporated into the Agreement by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Effective Date, Expiration, Termination.

- 1.1. Effective Date. The Effective Date of this Agreement is the latter of:
 - 1.1.1. The last date upon which it is signed by any of the Parties hereto;
 - 1.1.2. The recordation of this Agreement; or
 - 1.1.3. The recordation of the rezone ordinance to which this Agreement is associated and inextricably linked.
- 1.2. Expiration. This Agreement shall be in full force and effect until (10) years from the Effective Date of this Agreement, at which point this Agreement shall expire.
- 1.3. Termination. This Agreement may be terminated by mutual written agreement of the Parties. This Agreement automatically terminates, without notice, in the following circumstances:
 - 1.3.1. The term of this Agreement expires;
 - 1.3.2. The Project is abandoned or the use is discontinued, as provided for by Weber County Code Chapter 108-12; or
 - 1.3.3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 13 of this Agreement.

2. **Definitions and Interpretation.** For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have the same meaning as provided by the Code. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision

- 2.1. Agreement. "Agreement" means this Development Agreement between County and Developer, approved by the Board of County Commissioners, and executed by the undersigned.
- 2.2. Code. "Code" means the Weber County Code.
- 2.3. County. "County" means Weber County, Utah.
- 2.4. Developer. "Developer" means Soderby, LLC, or its Assignees as provided in Section 11 of this Agreement.
- 2.5. Effective Date. "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.6. Force Majeure Event. "Force Majeure Event" means any event beyond the reasonable control of the affected Party that directly prevents or delays the performance by such Party of any obligation arising under this Agreement, including an event that is within one or more of the following categories: condemnation; expropriation; invasion; plague; drought; landslide; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; pandemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to the Project caused by third Parties; riot or similar civil disturbance or commotion; material or supply delay; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and, actions of a governmental or judicial authority.
- 2.7. Parties. "Parties" means the Developer and the County.
- 2.8. Project. "Project" means a development on the Project Site.
- 2.9. Project Site. "Project Site" means the land area on which the Project will actually be sited, as more specifically described in Attachment A: Project Area Legal Description and Graphic Depiction.
- 2.10. Routine and Uncontested. "Routine and Uncontested" means simple and germane to the Project or Project Site, having very little chance of effect on the character of the area, and not anticipated to generate concern from the public.
- 2.11. Substantial Completion. "Substantial Completion" means the Project is constructed, installed, and a valid business license has been obtained from the county.
- 2.12. Transferee. A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

3. **Omitted**

4. **Project Description.**

The Project is as described herein, and illustrated in Attachment B.

5. Project Location and Illustration.

The Project is as described herein, and illustrated in Attachment B.

6. Vesting.

- 6.1.** To the maximum extent permitted under the laws of the County, the State of Utah, and the United States, the Parties hereto intend that this Agreement grants to Developer the right to develop and use the Project, as outlined in and subject to the requirements set forth in this Agreement, without modification or interference by the County (collectively, the “Vested Rights”). The Parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The Parties specifically intend that this Agreement grants to Developer “vested rights” as that term is construed in Utah’s common law and pursuant to Utah Code Ann.
- 6.2.** Neither the County nor any department or agency of the County shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, regulation, condition, or other measure (each a “New Law”) that reduces or impacts the development rights provided by this Agreement or the Vested Rights. Without limiting the generality of the foregoing, any New Law shall be deemed to conflict with this Agreement and / or the Vested Rights if it would accomplish any of the following results in a manner inconsistent with or more restrictive than applicable law, either by specific reference to the Project or as part of a general enactment that applies to or affects the Project: (i) change any land uses or permitted uses of the Project; (ii) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner so long as all applicable requirements of this Agreement, and the applicable zoning ordinances are satisfied; or (iii) apply to the Project any New Law otherwise allowed by this Agreement that is not uniformly applied on a County-wide basis to all substantially similar types of development projects and project sites with similar zoning designations. Notwithstanding the foregoing, if Developer considers any New Law to be beneficial to the Project, this section does not require Developer to comply with the superseded ordinance, but rather in such cases, Developer may with County approval, which approval may not be unreasonably withheld, conditioned, or delayed, elect to request that the New Law apply to the Project.
- 6.3.** The Developer acknowledges that the County is restricted in its authority to limit its police power by contract and that the limitations, reservations, and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation of the police powers, such legislation shall not modify the Developer’s vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 17-27a-509.5 of the County Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. County of Logan*, 617 P.2d 388 (Utah 1980), it’s progeny, or any other exception to the doctrine of vested rights recognized under State or Federal laws.
- 6.4.** The parties mutually acknowledge that any use lawfully established under vested laws and this Agreement replaces and supersedes any previously approved development agreements pertaining to or recorded against the Property and Project.

7. Development Standards

- 7.1.** Lot Development Standards. The Parties hereby agree that Developer will develop the Project in accordance with the street connectivity subdivision standards in the Weber County Land Use

Code. Further, the Parties agree that the street and pathways layout depicted on the Concept Development Plan of Exhibit B is a satisfactory layout for the Connectivity Incentivized Subdivision. Any conflict between the Concept Development Plan and this agreement shall be interpreted in favor of the greater public improvement.

7.2. Public Improvements Required

7.2.1. Street Right-of-way dedication is required.

- 7.2.1.1.** Street 'A' shall be an 80-foot wide north/south right-of-way which shall connect from 2200 South Street to the northern boundary of the project.
- 7.2.1.2.** 1700 South Street (66 feet wide) shall continue from the western project boundary and stub to the eastern project boundary as depicted on the concept plan (Attachment B).
- 7.2.1.3.** Streets B, D, E, and G shall be considered 'interior' streets and shall be 60 wide, as depicted on the concept plan (Attachment B).
- 7.2.1.4.** Street C shall connect 1800 South Street to the northern Project boundary and shall be 66 feet wide as depicted on the concept plan (Attachment B).
- 7.2.1.5.** A road stub shall connect Street G to the northern Project boundary, between Street A and Street C and shall be 60 feet wide depicted on the concept plan (Attachment B).

7.2.2. Street Improvements. Streets in the Project shall be designed and installed by the Developer in accordance with the street cross sections depicted in Exhibit C.

- 7.2.2.1.** Street 'A' shall be improved from 1800 South Street to the northernmost extent of the project. Street 'A' shall follow the 80-foot standard.
- 7.2.2.2.** 1700 South Street (Street F) shall follow the 66-foot standard. At a minimum, this shall include a 10-foot wide paved pathway along the north side from the western extent of the Project to the eastern extent of the Project.
- 7.2.2.3.** Streets B, D, E, and G shall be improved to the specifications of the County Engineer. At a minimum, this shall include a 10-foot wide paved pathway, and sufficient asphalt width to allow for 6-foot wide bike lane along the shoulder of 2200 South Street. 8-foot wide park strips are required with a minimum 6-inch angular rock mulch.
- 7.2.2.4.** Street C shall follow the 66-foot standard. At a minimum, this shall include a 10-foot wide paved pathway along the east side from 1800 South Street to the northern extent of the Project.
- 7.2.2.5.** Developer shall install high water table street trees along all streets in the subdivision, at an interval so that the specific tree species' canopies touch at their maturity.

7.2.3. Pathway right-of-way dedication. A public pathway right-of-way shall be provided. The public pathway right-of-way shall be dedicated and installed according to the concept plan shown as Exhibit B. The width of each public pathway right-of-way shall be 15 feet and the Developer shall install a permanent fence that is either no taller than 4 feet at any point or a six-foot fence that is no less than 30 percent open

with openings distributed evenly. A covenant shall run with the land, recorded with the subdivision plat, which stipulates that this fence requirement is applicable to the lot(s) in perpetuity.

7.2.4. Pathway Improvements.

7.2.4.1. Pathway improvements within the public pathway right-of-way specified in 7.2.3 shall be installed as displayed in Attachment D. At least six-inch angular rock mulch ground cover on both sides of the ten-foot pathway is required for the entire remaining right-of-way width.

7.2.4.2. A pathway shall be installed within the public right-of-way on the east side of Street 'A' from 1800 South Street to the northernmost extent of the project as depicted in Attachment C.

7.2.4.3. A pathway shall be installed within the public right-of-way on the north side of 1700 South Street as provided in Section 7.2.2.3.

7.2.4.4. A pathway shall be installed from Street 'D', between lots 408 and 409 and 223 and 410 to Street 'B', as provided in Section 7.2.2.3.

7.2.4.5. A pathway shall be installed from Street 'A', between lots 102 and 103 and 113 and 114 to Street 'E', and continuing northward to the south side of Street 'G'. as provided in Section 7.2.2.3.

7.2.4.6. All pathways shall be constructed of three inches of asphalt on eight inches of base-course.

7.2.5. Sewer and Water Improvements. The parties agree that sanitary sewer, culinary water, and secondary water infrastructure shall be extended to the project by Developer. County agrees to cooperate in good faith with Developer and these utility service providers to enable the Project.

7.2.6. Stormwater Improvements. Developer agrees to provide adequate stormwater facilities, as may be required by the County Engineer.

7.2.7. Park Donation. In consideration of the rezone, Developer hereby volunteers to donate \$2,000.00 per resulting lot to the Taylor West Weber Park District. Developer is not entitled to have any subdivision plat for the Property recorded until County receives written verification from Taylor West Weber Park District that this has been satisfied; nor any other approval or permit authorized by the Weber County Land Use Code.

8. Amendments and Revisions.

This Agreement may be amended by mutual agreement of the Parties only if the amendment is in writing and approved and signed by Developer and County (an "Amendment"). The following sections specify what Project changes can be undertaken without the need for amendment of the Development Agreement, and what changes require Amendment to this Agreement.

8.1. Project Facility Repair, Maintenance and Replacement. Developer shall be permitted to repair, maintain and replace the Project and its components consistent with the terms of this Agreement without amending the Agreement.

8.2. Authorized Changes, Enlargements, or Alterations. As set forth below, County staff may review and approve certain minor changes, enlargements or adjustments ("Changes") to the Project in their respective administrative capacities. The following types of Changes are considered minor,

provided that no such Changes shall directly or indirectly result in significantly greater impacts than those contemplated in the approval of this Agreement.

- 8.2.1.** Changes Necessary to Comply with Other Laws. Any resulting changes as a consequence of obtaining or complying with a federal, state, or local permit or approval; provided that the changes are routine and uncontested and the application thereof does not materially affect the County's original intent, findings, or conditions on the Project in a manner that would have likely resulted in a different decision on this Agreement, as determined by the Planning Director.
- 8.2.2.** De Minimis Changes. Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the RE-15 rezone, and are routine and uncontested.

9. OMITTED

10. OMITTED

11. General Provisions.

- 11.1.** Assignability. The Developer, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the entire Project Site or entire Project to another entity at any time, provided any division of land, if applicable, and complies with County Laws.
- 11.2.** Binding Effect. This Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entities acquiring all or any portion of the Project, any lot, parcel or any portion thereof within the Project Site, or any interest therein, whether by sale, operation of law, devise, or in any manner whatsoever.
- 11.3.** Utah Law. This Agreement is entered into under the laws of the State of Utah, and the Parties hereto intend that Utah law shall apply to the interpretation hereof.
- 11.4.** Authority. Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to execute, deliver and perform its obligations under this Agreement.
- 11.5.** Duty to Act Reasonably and in Good Faith. Unless otherwise expressly provided, each Party shall act reasonably in giving consent, approval, or taking any other action under this Agreement. The Parties agree that each of them shall at all times act in good faith in order to carry out the terms of this Agreement and each of them covenants that it will not at any time voluntarily engage in any actions which frustrate the purpose and intent of the Parties to develop the Project in conformity with the terms and conditions specified in this Agreement.
- 11.6.** Communication and Coordination. The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. The Parties agree to use best efforts to communicate regarding issues, changes, or problems that arise in the performance of the rights, duties and obligations hereunder as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.
- 11.7.** Force Majeure Event. A Force Majeure Event shall be promptly addressed by Developer. County agrees to offer a reasonable period for Developer to cure the effect of the event given the extent of the effect on the Project and the Developer's ability to redress the effect.

12. Notices.

- 12.1. Written Notice. Any notice, demand, or other communication ("Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). A courtesy copy of the Notice may be sent by facsimile transmission or email.
- 12.2. **Addresses.** Notices shall be given to the Parties at their addresses set forth as follows:

If to the County:

Weber County Commission
2380 Washington Blvd, Ste #360
Ogden, UT 84401

With copies to:

Weber County Attorney
2380 Washington BLVD, Ste. #230
Ogden, UT 84401

Weber County Planning Director
2380 Washington BLVD, Ste. #240
Ogden, UT 84401

If to Developer:

Soderby, LLC
2951 N Fairfield Rd, Layton, UT 84041

- 12.3. Notice Effect. Notice by hand delivery shall be effective upon receipt. If deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any Party at any time by Notice to the other Party may designate a different address or person to which such notice or communication shall be given.

13. Default and Remedies.

- 13.1. Failure to Perform Period. No Party shall be in default under this Agreement unless it has failed to perform as required under this Agreement for a period of thirty (30) days after written notice of default from the other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure of the alleged default.
- 13.2. Remedies. The Developer's failure to comply with this agreement constitutes a violation of the Land Use Code of Weber County, and is subject to the enforcement provisions and remedies thereof. In addition, the County may withhold any permits from the Project.
- 13.3. Dispute Resolution Process.
 - 13.3.1. Conference. In the event of any dispute relating to this Agreement, the Parties, upon

the request of either Party, shall meet within seven (7) calendar days to confer and seek to resolve the dispute ("Conference"). The Conference shall be attended by the following parties: (a) the County shall send department director(s) and County employees and contractors with information relating to the dispute, and (b) Developer shall send Developer's representative and any consultant(s) with technical information or expertise related to the dispute. The Parties shall, in good faith, endeavor to resolve their disputes through the Conference.

- 13.3.2.** Mediation. If this Conference process does not resolve the dispute within the 7-day Conference period, the Parties shall in good faith submit the matter to mediation. The Parties shall send the same types of representatives to mediation as specified for the "Conference" process. Additionally, the Parties shall have representatives present at the mediation with full authority to make a settlement within the range of terms being discussed, should settlement be deemed prudent. The mediation shall take place within forty-five (45) days of the Parties submitting the dispute to mediation. If the dispute is not able to be resolved through the mediation process in the 45-day period, the Parties may pursue their legal remedies in accordance with Utah and local law.

14. Entire Agreement.

This Agreement, together with all Attachments hereto, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. This agreement is specifically intended by the Parties to supersede all prior agreements between them or recorded to the property, whether written or oral.

15. Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

IN WITNESS HEREOF, the Parties hereto, having been duly authorized, have executed this Agreement.

(Signatures on following pages)

SIGNATORIES

“County”

Weber County, a body corporate and politic of the State of Utah

By: _____

Gage Froerer
Chair, Weber County Commission

DATE: _____

ATTEST: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

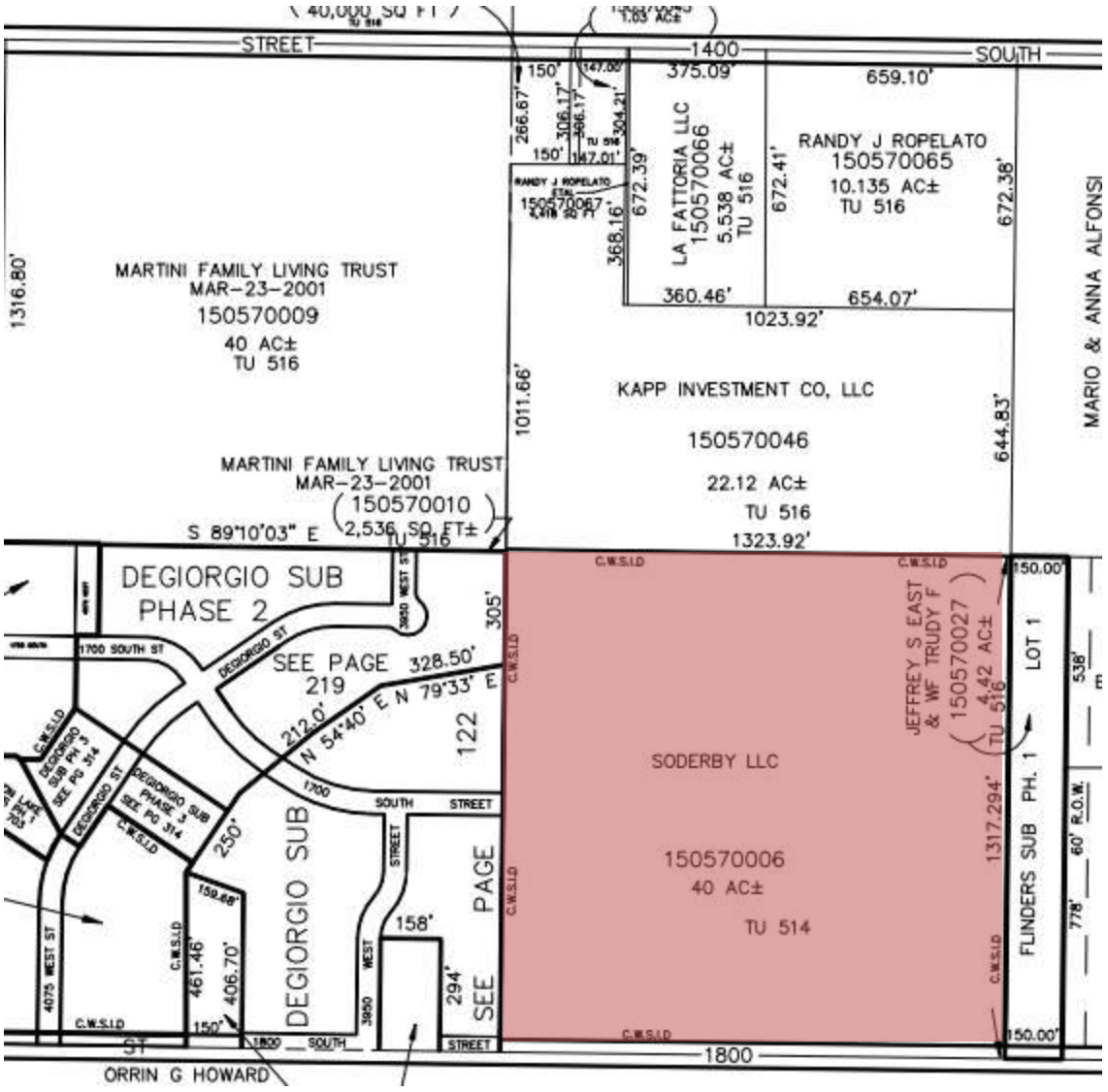


Exhibit B
Concept Plan Details

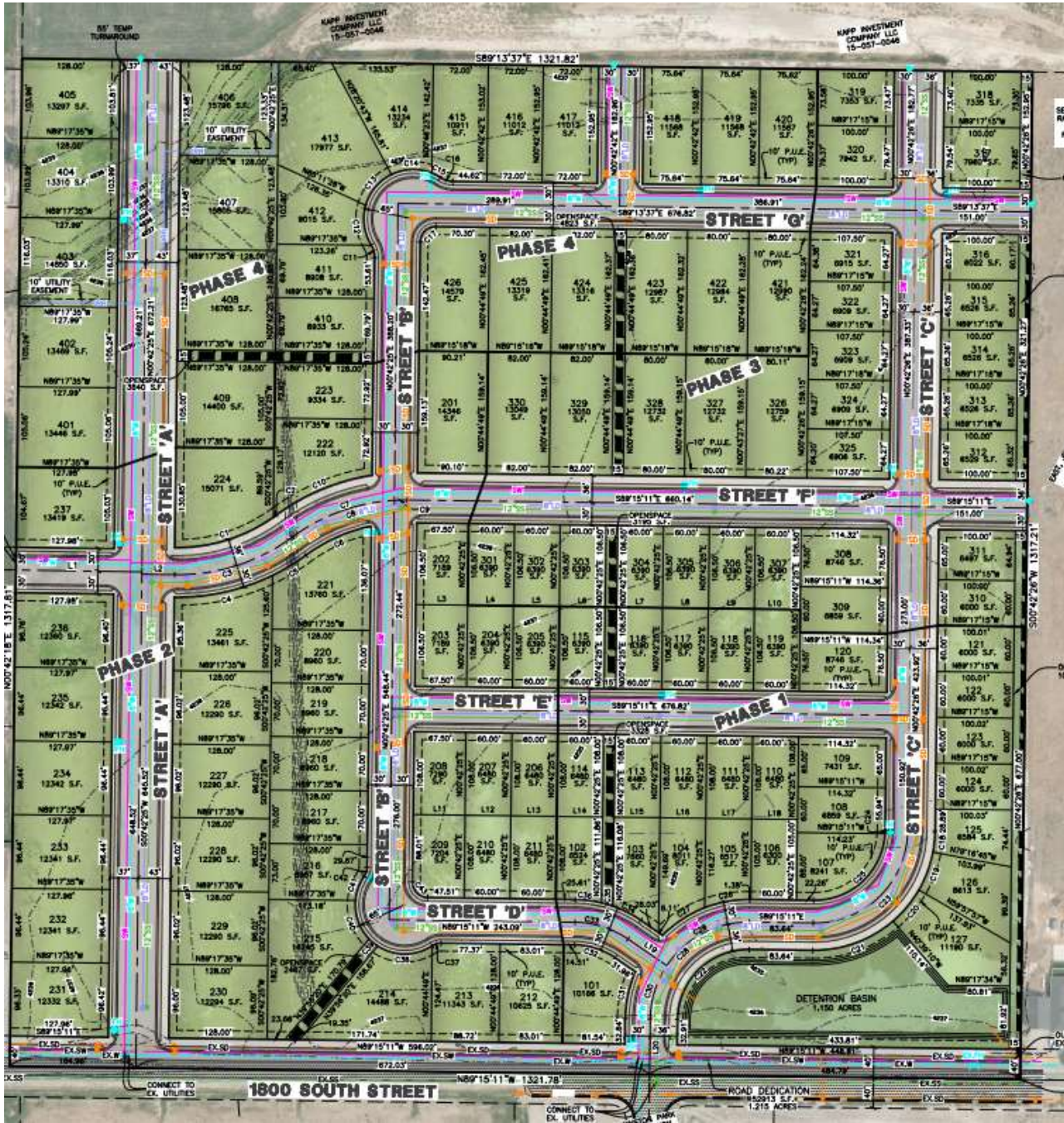
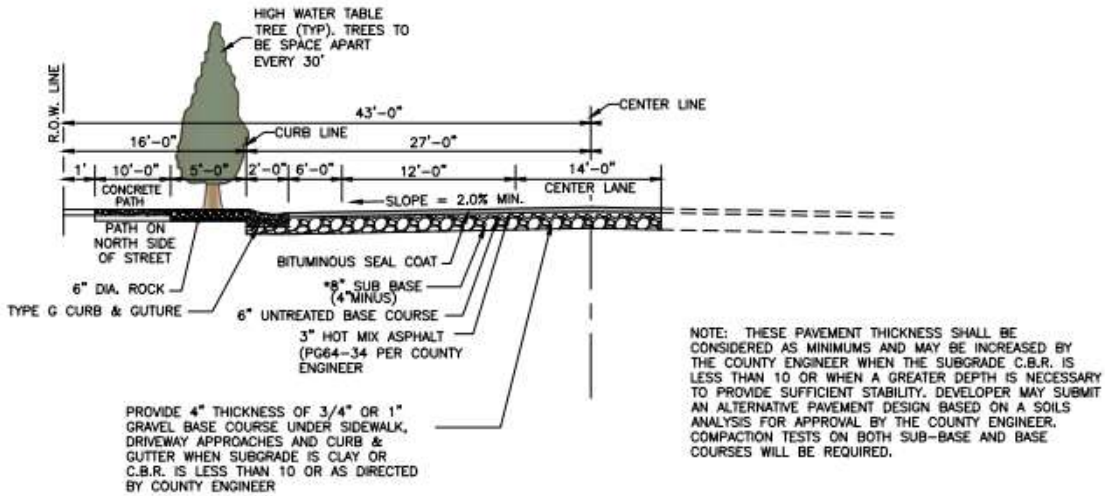
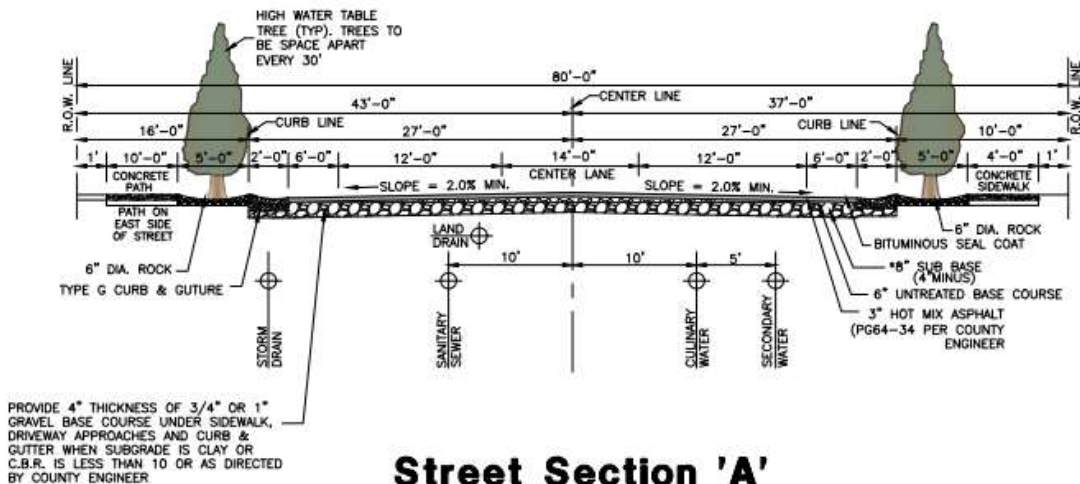


Exhibit C
Right-of-Way Cross Sections



1800 South Street
Street Section (80' R.O.W.)

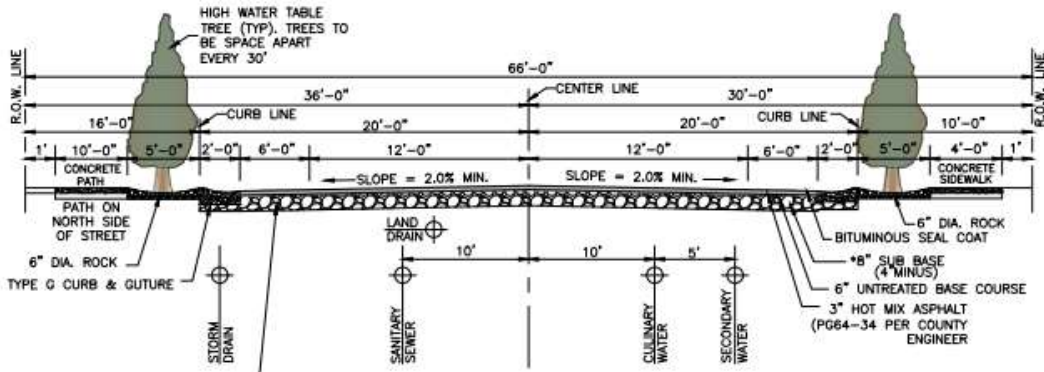
SCALE: NONE



Street Section 'A'
Street Section (80' R.O.W.)

SCALE: NONE

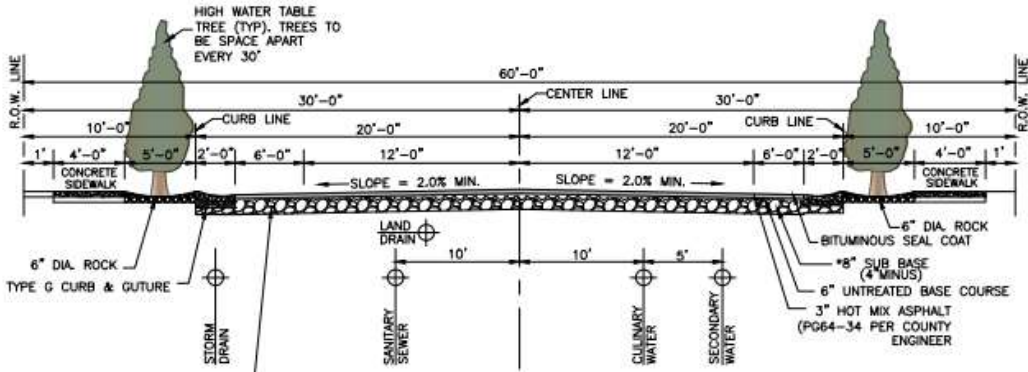
*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.



PROVIDE 4" THICKNESS OF 3/4" OR 1" GRAVEL BASE COURSE UNDER SIDEWALK, DRIVEWAY APPROACHES AND CURB & GUTTER WHEN SUBGRADE IS CLAY OR C.B.R. IS LESS THAN 10 OR AS DIRECTED BY COUNTY ENGINEER

Street Section Street 'C' & 'F' Street Section (66' R.O.W.)

SCALE: NONE
*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.



PROVIDE 4" THICKNESS OF 3/4" OR 1" GRAVEL BASE COURSE UNDER SIDEWALK, DRIVEWAY APPROACHES AND CURB & GUTTER WHEN SUBGRADE IS CLAY OR C.B.R. IS LESS THAN 10 OR AS DIRECTED BY COUNTY ENGINEER

Street Section (60' R.O.W.)

SCALE: NONE
*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.

Staff Report to the Western Weber Planning Commission

Synopsis

APPLICATION INFORMATION

Application Request: A public hearing for consideration of a requested rezone from A-1 to RE-15 on approximately 40.00 acres.
Agenda Date: Tuesday, February 21, 2023
Applicant: Pat Burns
File Number: ZMA 2023-01

PROPERTY INFORMATION

Approximate Address: 1800 S 3800 W, Ogden, UT, 84401
Zoning: The area to be rezoned is currently A-1
Proposed Land Use: Residential, RE-15

ADJACENT LAND USE

| | |
|---------------------------|------------------------------|
| North: Agriculture | South: 1800 South St. |
| East: Agriculture | West: Residential |

STAFF INFORMATION

Report Presenter: Tammy Aydelotte
taydelotte@webercountyutah.gov
801-399-8794
Report Reviewer: CE

Applicable Ordinances

§ 102-5: Rezoning Procedures

§ 104-2: Agricultural Zones (A-1), 104-3: Residential Estates Zones (RE-15)

Legislative Decisions

This is a legislative matter. When the Planning Commission is acting on a legislative matter, it is acting to make a recommendation to the Board of County Commissioners. There is wide discretion in making legislative decisions. Criteria for recommendations on a legislative matter suggest compatibility with the general plan, existing ordinances, and best practices. Examples of legislative actions are general plan, zoning map, and land use code amendments.

Summary

This item is an applicant-driven request to amend the zoning map from A-1 to RE-15 on 40.00 acres. The owner seeks this zoning to allow for "...greater housing densities near existing or planned school sites..." (see newly adopted General Plan, Land Use Goal 7.1.2, per applicant's narrative). The RE-15 zone has the following minimum site development standards, however the recorded development agreement will govern the lot development standards mentioned in this staff report.

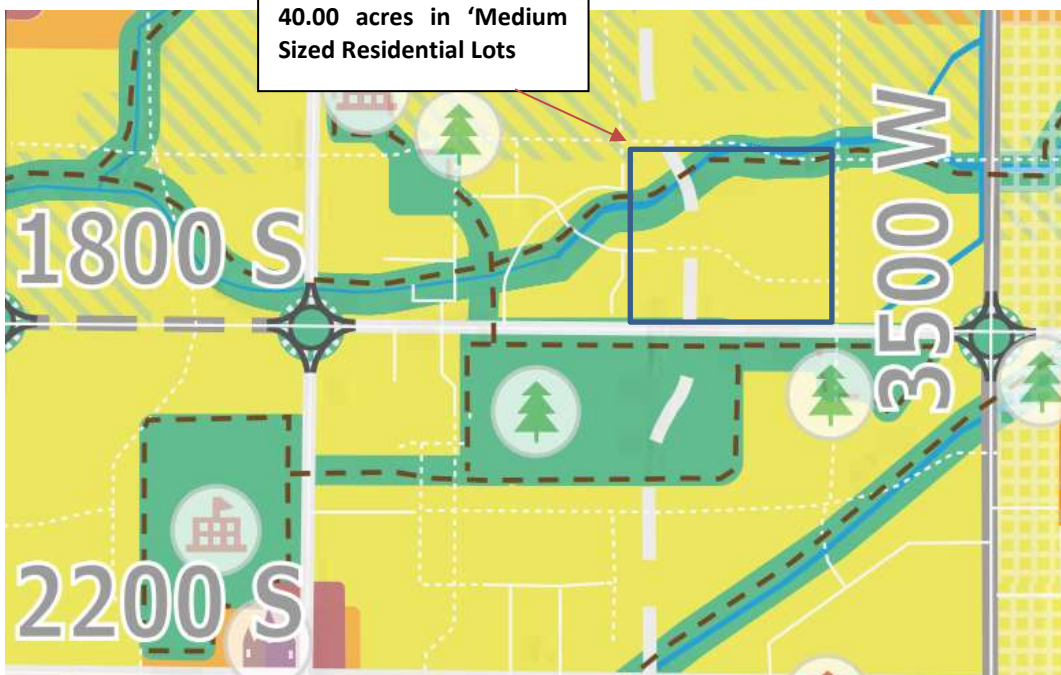
Policy Analysis

Concept Plan

The concept site plan that was provided with this application is below.



40.00 acres in 'Medium Sized Residential Lots



Western Weber County General Plan

The Western Weber County General Plan Future Land Use Map shows this site in a future “medium density” residential area. The general plan states the following rezone requests in areas that allow for medium-sized residential lots: “In areas planned for medium-sized lots, the County should consider rezoning property to allow 15,000 square-foot lots. Generally, this coincides with the RE-15 zone. A rezone of this nature should only be allowed if smart-growth implementation strategies are volunteered by the developer, as provided in Land Use Principle 1.2. Proposed roadway layouts should provide for good network connectivity, and limit dead-end/cul-de-sac streets (2022, pg. 86). Street and pathway networks should be proposed to connect neighborhoods and adjacent land uses (2022, pg. 100, Transportation Principle 6.2)

Zoning

The RE-15 zone would be considered a ‘medium-density’ zone, with a minimum lot area of 15,000 square feet, and a minimum lot width requirement 100 feet. However, with a development agreement, the following standards, per pending ordinance, shall apply:

A maximum building height of 35 feet.

The development agreement will specify lot development standards specific to this proposal. The following shall be included in the recorded development agreement:

Minimum lot area:

In a subdivision, the actual allowed minimum lot area may be reduced to no less than 6,000 square feet if in compliance with the following:

The total number of lots allowed in the subdivision shall be no greater than the gross developable area divided by the minimum Lot area specified in the RE-15 zone.

1. Each lot adjacent to a lot in another subdivision, including across a street, shall be no smaller than the lesser of:
 - (a) 80 percent of the minimum Lot area of 15,000 square feet

2. The following setback shall apply, per the development agreement:
 - **Front:**
 - 20 feet

 - **Rear:**
 - main building: 30 feet

 - Accessory building: 1 foot, except 10 feet where accessory building on a corner lot rears on side yard of an adjacent lot.

 - **Side:**
 - dwelling: 5 feet on one side, 10 feet on the other
 - Minimum other than main dwelling: 20 feet
 - Minimum for side facing street on corner lot: 20 feet
 - Minimum for accessory building: Same as main building, except 1 foot if located at least 6 feet in rear of main building.

Smart-Growth Principles

The following are smart growth principles and how the developer is proposing to meet these goals as a requirement of their rezone request.

Public Roads and Trails (Street Connectivity and Pathway & Trail Connectivity)

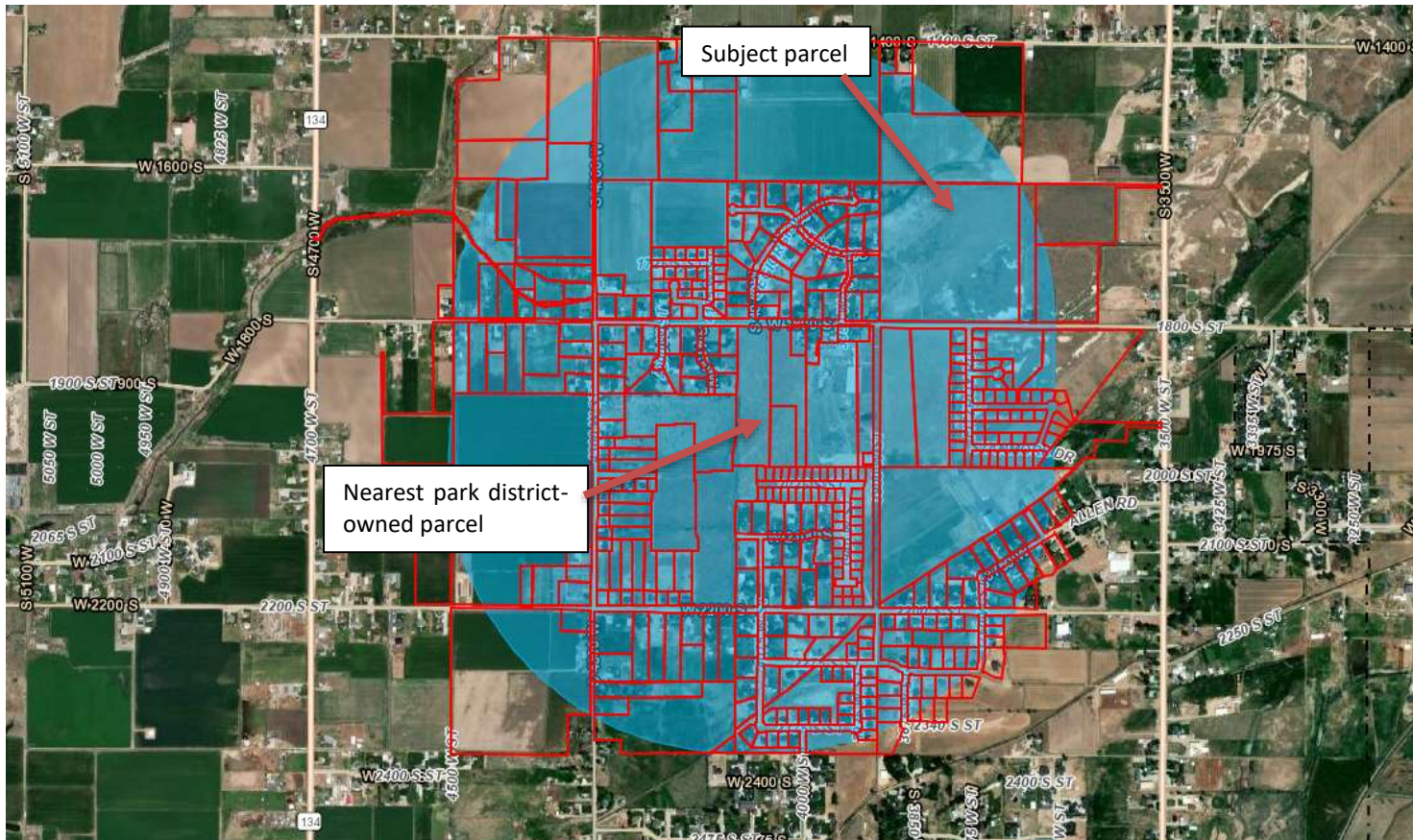
The Western Weber General Plan shows 1800 South as a minor collector street that should be 80 feet wide. The parcel on which the rezone is proposed may need to dedicate sufficient area for a 40 foot half-width, per County

Engineering. Weber County Planning also recommends dedication of roadways throughout this proposal, to ensure continued connectivity to the west (66'), east (66'), north (80' and 66'), south (80' and 66'), as well as smaller roadways to allow for internal circulation of traffic. Planning and Engineering will recommend a more specific street cross-section for the internal roadways, as development continues. Trails are proposed east, west, north, and south. Planning would like to see trails align, when crossing roadways, as well as along drainages and canals (see proposed lots 403, 406, 407. Planning would recommend trail dedication (and some installation) along the entire eastern boundary of this proposal. This would allow for a buffer between the residence(s) to the east, and connectivity to the north. Pathways should also be considered north side of the east/west connector street, as well as along the south side of the main north/south connector (located on the west side of the parcel). Another item for the planning commission to consider: The 80-foot north/south right-of-way should have a pathway running along it's eastern boundary. However, because there will be quite a few driveways accessing this right-of-way, staff recommends moving the pathway to the east behind the lots that front on the 80-foot right-of-way.



Parks and Recreation (Open Space and Recreation Facilities)

The parks district would like to see a 5-acre community park within a ½ mile of every residence, and a regional park within 2 miles of every residence. The image below shows the location of the nearest park located just outside of the ½ mile buffer, as the crow flies, not walking distance from the subject parcel.



The applicant has met with the Taylor West Weber Park District, and has submitted a letter indicating that an agreement has been reached between the District and the applicant regarding a voluntary donation to the District towards park improvements.

Culinary and Secondary Water Conservation Planning

The developer has not specifically addressed this smart-growth principle in his application.

Dark Sky

The developer has discussed compliance with street lighting as well as residential lighting, to the Weber County Dark Sky ordinance.

Emissions and Air Quality

The developer is proposing efficient street connectivity to reduce air pollution.

Renewable Energy

The developer has not specifically addressed this item, however, the Planning Commission may consider this as part of their application, and make recommendations that are proportionate to what the developer is asking for.

County Rezoning Procedure

The land use code lists the following as considerations when the Planning Commission makes a recommendation to the County Commission:

A decision to amend the zoning map is a matter committed to the legislative discretion of the County Commission and is not controlled by any one standard. However, in making an amendment, the County Commission and

Planning Commission are encouraged to consider the following factors, among other factors they deem relevant:

- a. *Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.*
- b. *Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property.*
- c. *The extent to which the proposed amendment may adversely affect adjacent property.*
- d. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, wastewater, and refuse collection.*
- e. *Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.*
- f. *Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.*

Staff Recommendation

Staff recommends one of the following options to the Planning Commission:

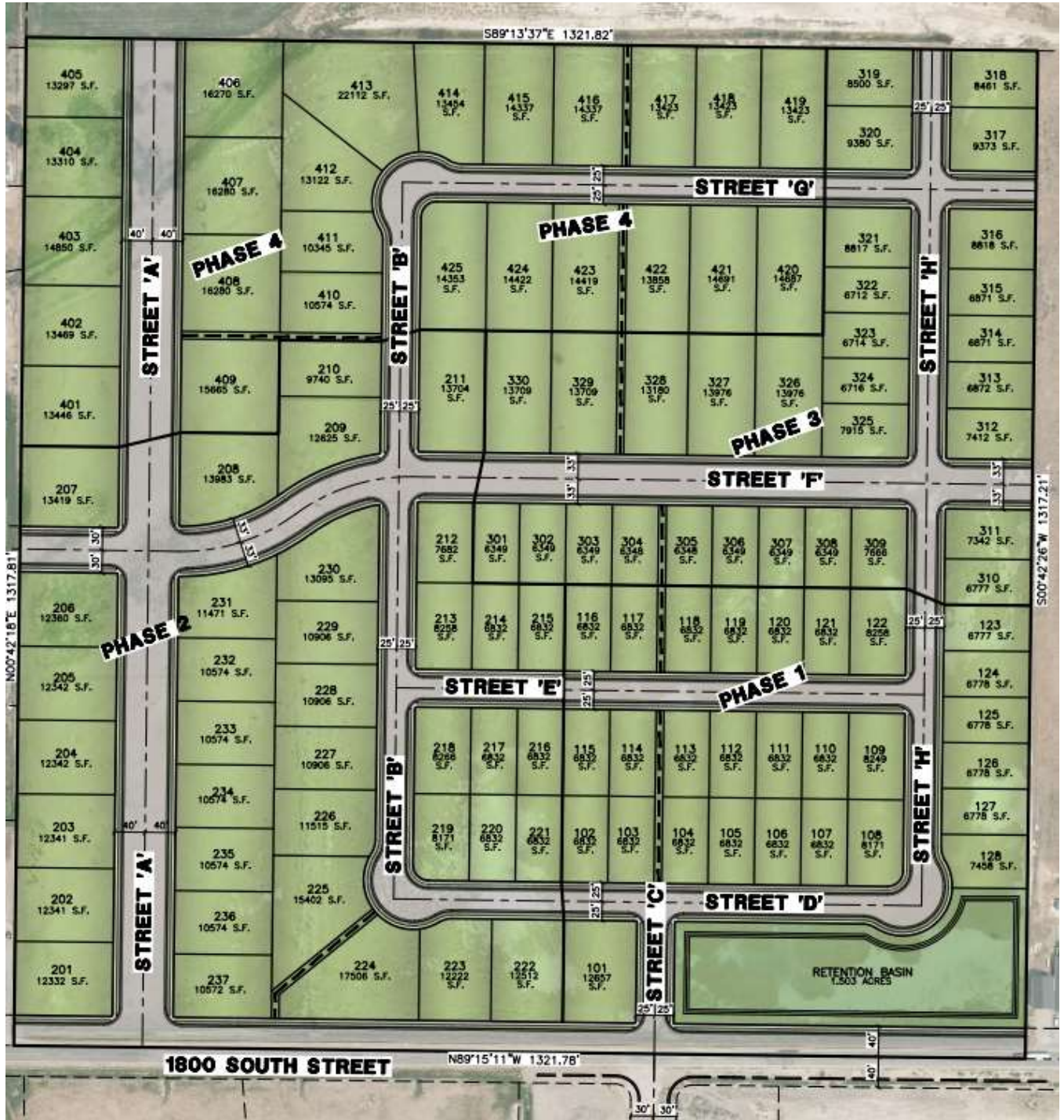
1. Table this item until the Planning Commission feels that all appropriate Smart-Growth principles have been adequately addressed, with feedback from both the Planning Commission, as well as Weber County Planning and Engineering Staff.
2. Forward a positive recommendation to the County Commission. Prior to consideration by the County Commission, the owner will voluntarily enter into a development agreement with the County; that development agreement will include provisions listed below:
 - h. Development agreement with preliminary road designs at subdivision.
 - i. That the appropriate amount of right-of-way (40 feet of half-width) along 1800 South St. will be dedicated to the county , along with installation of pathway along 1800 South St., per the newly adopted Western Weber General Plan (2022).
 - j. The number of lots shall not exceed the gross area divided by a 1/3 acre (minimum lot size for a 'Medium-size' lot). The development agreement shall govern the lot development standards as previously stated in this staff report. The development agreement will specify that the zoning will govern the allowed uses, except that uses that require one half acre of land or more shall not be permitted.
 - k. The concept plan be updated to show recommended pathway locations. Pathways shall be minimum 10 feet wide. If between lots, the pathway shall be in a dedicated right-of-way that is 30 feet wide and lined with trees consistent with the specifications in paragraph f below.
 - l. The final layout of streets and infrastructure shall conform to the updated concept plan.
 - m. The streets shall be lined with trees, spaced at a distance so that, at maturity, their canopies touch. The trees shall be of a species that are deep-rooting and have a high likelihood of survival, given the unique characteristics of the soils.
 - n. The park strips shall have six-inch angular rock.

This recommendation comes with the following findings:

3. The proposal implements certain goals and policies of the West Central Weber General Plan.
4. The development is not detrimental to the overall health, safety, and welfare of the community.

Exhibits

Exhibit A: Concept Plan & Narrative.



STAGECOACH REZONE NARRATIVE

With the passing of the new master plan for West Weber, Lync Construction is respectfully asking for a rezone on its Stagecoach project in accordance with the intent of the Commissioners after considering all options and public comment in proactively working towards and properly facilitating future growth in Weber County.

The proposed development (as seen in the conceptual plans included) will incorporate the Smart Growth Principles as laid out in the master plan and showcase responsible development that fosters close neighborhoods while simultaneously encompassing and embracing the agricultural heritage and legacy of the community upon which the area was founded.

Ongoing conversations to receive feedback from local agricultural producers to determine the best places to grow agriculture and best place to grow the necessary homes to support the thriving economy and growing population as the next generation looks to stay closer to home. Fostering the continuation of family legacies and promoting and attracting new ones..

Exhibit B: Letters from Taylor West Weber and Taylor West Weber Park District and Engineering Comments Regarding Sewer

Weber County Engineering has confirmed that the capacity to service this proposal currently exists with the nearest lift station.



2815 WEST 3300 SOUTH
WEST HAVEN, UTAH 84401
801-731-1668
12/19/2022


Weber County Planning Commission
2380 Washington Boulevard
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that Taylor West Weber Water has the "**Ability**" to serve the proposed area of the Stagecoach subdivision at approximately 3700 W. 1800 S. This is simply an ability to serve the area further reviews of designs and plans will need to be processed.

FINAL APPROVAL AND SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER. THIS LETTER EXPIRES SIX MONTHS FROM THE DATE IT IS ISSUED.

Expires 6/19/2022

Sincerely, 

Ryan Rogers – Manager

Taylor West Weber Water District



Taylor West Weber Park District

January 9, 2023

To Whom it May Concern,

Pat Burns, on behalf of Lync Construction (the "Developer"), appeared before the Board of Trustees of the Taylor West Weber Park District (the "District") in an open and public meeting and proposed a donation to the District as part of its development of the **Stagecoach Subdivision** located within the District boundaries (the "Subdivision").

The District will accept from the Developer a donation of \$2,000 per lot in the Subdivision. Alternatively, the Developer may provide park development services to the District that, at fair market value, is equal to the donation. This donation will help the District provide parks and recreational services to the Subdivision and surrounding communities.

In exchange for the donation, the District hereby declares its support of the Subdivision and the proposed rezone for the Subdivision. This declaration is only valid to the extent that it satisfies Weber County's conditions for the rezone and the County's associated development agreement. If the Developer does not provide the donation to the District, then the District withdraws its support of the proposed rezone for the Subdivision.

This letter does not contractually bind the Developer to provide the Donation to the District. Rather, it is a commitment from the District that, if the Developer provides the donation to the District, the District will support the Developer's proposed Subdivision and associated rezone.

Sincerely,

A handwritten signature in blue ink that reads "Roger Heslop".

Roger Heslop, Chair
Taylor West Weber Park District

Exhibit B – Proposed Concept Plan



