



# Staff Report to the Weber County Commission

Weber County Planning Division

## Synopsis

### APPLICATION INFORMATION

**Application Request:** A public hearing for consideration of a requested rezone of 4.57 acres located at approximately 2137 N. 5500 E. in Eden from the AV-3 zone to the CV-2 zone.  
**Agenda Date:** Tuesday, December 22, 2020  
**Applicant:** Horseshoe, L.L.C. and Sunnyfield, L.L.C; Agent: Ronda Kippen and/or Shawn Clegg  
**File Number:** ZMA 2020-04

### PROPERTY INFORMATION

**Approximate Address:** 2137 N. 5500 E.  
**Zoning:** The area is currently Agricultural (AV-3)  
**Existing Land Use:** Agriculture  
**Proposed Land Use:** Commercial

### ADJACENT LAND USE

**North:** Commercial  
**East:** Eden Park  
**South:** Agricultural  
**West:** Agricultural

### STAFF INFORMATION

**Report Presenter:** Charles Ewert  
cewert@webercountyutah.gov  
801-399-8767  
**Report Reviewer:** RG

## Applicable Ordinances

§ 102-5: Rezoning Procedures  
§ 104-6: AV-3 Zone  
§ 104-21: CV-2 Zone

## Legislative Decisions

This is a legislative matter. When the Planning Commission has acted on a legislative matter, it was 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 change approximately 4.57 acres from the AV-3 zone to the CV-2 zone. The applicant's formal narrative for the application can be found in Exhibit A attached. The purpose of the rezone is for the remodeling or reconstruction of one or more buildings currently on the site for a farm-store operation to support the adjacent and related farm operation. The Project also consists of the construction of additional new main buildings that will be constructed with storefronts at the public right-of-way in a manner that mimics a main street design commonly found in Old West mine towns.

The property is in the area currently being considered for the Old Town Eden small area plan, and is in the proximity of the plan's contemplated Old Town Eden village. This application is from the same owner as the developer of the neighboring Historic Wilbur Blacksmith Shop. That project resulted in a historically accurate, attractive, and quality product that became a staple in the design considerations later written into the 2016 Ogden Valley General Plan.

Considering the county's timeline thus far in developing the Old Town Eden small area plan, the applicant is seeking entitlements ahead of the completion of that plan. However, the applicant desires to develop the site with similar attention to detail as the neighboring blacksmith shop, and is committed to developing in a manner that will be

complementary to the plan's intended outcomes. The applicant is willing to enter into a mutually beneficial rezone agreement with the county in order to express this commitment.

Planning staff are offering a positive recommendation for the proposed rezone with a primary condition that the applicant enter a mutually agreeable zoning agreement with the County.

The Ogden Valley Planning Commission has forwarded a positive recommendation for this item. Their recommendation clearly states that the rezone approval should be limited to two years. However, it is unclear what they intended to occur at the end of two years. They may have intended that the new zone (CV-2) revert to the original zone (AV-3). After discussions with the applicant's agents, staff are now aware that the Planning Commission's recommendation may be interpreted to mean that the development agreement expires after two years, but that the new zone (CV-2) would remain in effect thereafter.

As an alternative to either of these interpretations, staff have negotiated with the applicant for a termination of the development agreement of 10 years, at which time the CV-2 zone, if not changed before then, will remain on the property. This timeline gives the county ample time to prepare and implement a new village zone prior to the expiration of the agreement. See Attachment A to review this agreement.

### **Policy Analysis**

A complete analysis of the rezone can be found in the Planning Commission staff report (Attachment C). The analysis below offers the Commission three alternatives to the expiration of the development agreement and/or rezone.

The proposed development agreement (Attachment A) contains an "expiration" paragraph and a "termination" paragraph. These paragraphs outline options for the agreement to dissolve and no longer be in effect. Instead of expiring in the next two years, as recommended by the Planning Commission, the agreement will expire in ten years. This gives a longer period of predictability than contemplated in the Planning Commission's recommendation.

Also attached is the proposed rezone ordinance that will rezone the property to the CV-2 zone.

### **Planning Commission Recommendation**

The Planning Commission forwarded a positive recommendation to the County Commission for the proposed rezone of approximately 4.57 acres located at approximately 2137 N. 5500 E. in Eden from the AV-3 Zone to the CV-2 Zone, File #ZMA 2020-04, with the following motion from John Howell:

*I move to recommend to the County Commission, for approval, Petition ZMA 2020-04, request for a rezone of 4.7 acres located at approximately 2137 N 5500 East in Eden from AV-3 Agricultural zone to CV-2 Commercial Valley zone for two years. This is subject to all conditions an all development agreements and all recommendations listed in the staff report and to all state and county agency requirements. This motion is based on the findings listed in the [planning commission] staff report. Seconded by Shanna Francis. The vote was unanimous.*

### **Staff Recommendation**

Staff recommends approving the attached development agreement for this project, with a term of ten years. Staff further recommends approval of the attached ordinance, rezoning the subject property to the CV-2 zone.

### **Attachments**

- Attachment A: Proposed Development Agreement
- Attachment B: Proposed Rezone Ordinance
- Attachment C: Planning Commission Staff Report

**Rezone Agreement  
Blacksmith Village, Phase III**

**PARTIES:** The parties to this Agreement (“Parties”) are Horseshoe LLC and Sunnyfield LLC (known together herein as “the Petitioner”) and Weber County Corporation (“the County”).

**RECITALS**

**WHEREAS**, the Petitioner has previously rezoned a portion of parcel number 22-047-0040 located at 2145 North 5500 East Eden, UT from the Agricultural Valley-3 (“AV-3”) Zone to the Commercial Valley-2 (“CV-2”) Zone for the general purpose of constructing retail and professional space; and

**WHEREAS**, the County seeks to promote health, safety, welfare, convenience, and economic prosperity of the residents of the County through the establishment and administration of zoning regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the Ogden Valley General Plan; and

**WHEREAS**, the Petitioner has requested to rezone the remaining portion of parcel number 22-047-0040, a portion of parcel number 22-047-0052 and a portion of parcel number 22-047-0053, known hereinafter as the “Project Site” and shown in Exhibit “A” attached hereto and incorporated herein by this reference from the AV-3 zone to the CV-2 zone; and

**WHEREAS**, the Board of Weber County Commissioners have determined that Petitioner’s previous rezone resulted in a historically accurate, attractive, and quality product that will stand the test of time and will support the visual desire of the community for the area, and meet the desired outcomes of the Ogden Valley General Plan, and that petitioner followed through on previous development agreement obligations, which are separate from this Agreement, including the listing of the Historic Wilbur Blacksmith Shop on the National Register of Historic Places; and

**WHEREAS**, The Board of Weber County Commissioners desire future development to be of a similar quality and design, and have initiated the process of creating a small area plan for the Eden area to guide future development to similar outcomes; and

**WHEREAS**, the small area planning process has and will continue to take some time to fully vet and implement in accordance with State and County laws; and

**WHEREAS**, the Petitioner is desirous to be supportive of the small area plan process and is willing to develop the Project Site in accordance with the Board of Weber County Commissioners’ desired outcomes of the plan; and

**WHEREAS**, the Petitioner will likely be ready to develop the Project Site prior to the estimated completion of the small area plan, and would like to covenant with the County to develop the Project Site prior to the execution of the plan, but in a manner that will be complementary to the plan’s intended outcomes; and

**WHEREAS**, the Board of County Commissioners find that covenanting with the Petitioner to develop the Project Site prior to the plan’s execution is in the interest of upholding the Petitioner’s private property rights while also advancing the intent of the Ogden Valley General Plan and forthcoming small area plan; and

**WHEREAS**, to support the development of the Project Site in the manner specified herein, the Board of Weber County Commissioners has rezoned the Project Site from the AV-3 zone to the CV-2 zone, provided the Petitioner complies with this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged and accepted, the Parties mutually agree as follows:

## **AGREEMENT**

### **1. Effective Date, Expiration, Termination**

**1.1. Effective Date.** The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.

**1.2. Expiration.** Unless terminated sooner, this Agreement shall be in full force and effect for 10 years or until The County adopts new Old Town Eden Village development regulations that govern development on the Project Site and that:

**1.2.1.** Implement an Old Town Eden Village as contemplated in the Ogden Valley General Plan;

**1.2.2.** Create opportunities for street-level retail operations that directly adjoin the public right-of-way; and

**1.2.3.** Provide building design standards that create a common design theme for new buildings in the village area.

**1.3. Termination.** This Agreement may be terminated as follows:

**1.3.1.** This Agreement may be terminated by mutual written agreement of the Parties; or

**1.3.2.** The County agrees to allow the Agreement to terminate upon the Petitioner's written request (at least thirty days prior to the desired termination date) if the Petitioner desires to terminate the obligations of the Agreement and return the Project Site back to the rights, standards, and regulations of the AV-3 zone. Unless a superseding agreement between Petitioner and the County is executed, the parties agree that termination under this circumstance will:

**1.3.2.1.** Constitute a formal request for the reversion of the Project Site back to the rights, standards, and regulations of the AV-3 zone;

**1.3.2.2.** Require that any new right established thereafter shall comply with the AV-3 zone;

**1.3.2.3.** If any development has begun, not relieve the Petitioner of any obligation owed the County under the terms of this Agreement which are outstanding at the time of the termination;

**1.3.2.4.** Not affect any nonconforming right previously established under this Agreement, as provided by law; and

**1.3.2.5.** Not become effective until the County has rezoned the property back to the AV-3 zone, or 90 days from the date the County receives Petitioner's written request for the Agreement's termination, whichever comes first.

**2. Project Description.** The Project consists of the remodeling or reconstruction of one or more buildings on the Project Site on or after the Effective Date of the Agreement. The Project also consists of the construction of new main buildings on Horseshoe, LLC Parcel # 20-047-0040 that will be constructed at the public right-of-way in a manner that mimics a main street design commonly found in Old West mining towns between the years 1880 and 1910, as generally illustrated in Exhibit D. The Parties understand and agree that the Petitioner is not obligated to construct the buildings illustrated in Exhibit D, but rather that the Petitioner will use the general concept of building layout and street orientation, along with development standards outlined herein, as the guide to designing and constructing the Project's actual buildings. On Sunnyfield, LLC Parcels # 22-047-0052 and 22-047-0053 the designs of

the existing buildings and new buildings are, and will be, more agricultural in orientation, except as may be established otherwise herein.

3. **Design Standards – Parcel #20-047-0040.** Petitioner agrees that until the street frontage of this parcel is fully built-out, any new building constructed on the parcel shall comply with the following requirements.
  - 3.1. **Street-Facing Façade.** The building shall have a street-facing front facade that:
    - 3.1.1. Is directly adjacent to the public street right-of-way and provides a visually obvious main entrance that opens onto the public street right-of-way. The County agrees that portions of a building may be setback from the street right-of-way for entrances, or to provide outside dining, shopping, or other similar human activity that can visually or otherwise attract attention of, or be a point of interest for, the passing general public.
    - 3.1.2. Provides at least 50 percent transparent fenestration on the first story's street-facing façade, and provides at least 30 percent fenestration on the street-facing façade for any other story above the first.
  - 3.2. **Base, Body, and Cap.** The building shall be constructed with a building base, body, and cap as generally illustrated in Exhibit D; each providing different building facade styles, techniques, horizontal planes, materials or similar stylistic diversity to clearly establish a distinction between the three.
  - 3.3. **Vertical Breaks in Horizontal planes greater than 50ft.** Any building facades of greater than 50 feet in length shall provide vertical interruptions through the use of lines, columns, surface depth changes, material changes, or color changes.
  
4. **Design Standards – Parcel #22-047-0052.** Except for buildings that follow the design standards of Paragraph 3 of this Agreement, which are allowed on this parcel, Petitioner agrees that development on Parcel #22-047-0052 will be designed and executed in compliance with following:
  - 4.1. **Building Setbacks.** Buildings will be setback from the public street right-of-way, as determined in Paragraph 7.1 of this Agreement, a minimum of 50 feet. The building setback area will be left open and unobstructed by buildings or other development from the ground to the sky, except that an entrance monument, gateway, archway, sign, or other similar uninhabitable structure that provides insignia is permitted adjacent to the public right-of-way.
  - 4.2. **Building Design.** Any new building constructed in the CV-2 zone on this parcel shall have an old west design that is complimentary to the existing farm structures and agricultural nature of the current farm site.
  - 4.3. **Parking lot location.** A surface parking lot is permitted in the building setback if area for parking cannot be reasonably located on Parcel #22-047-0053 or in the rear of building locations.
  - 4.4. **Main Vehicle Entrance.** A main vehicle entrance to the Project Site will be provided from 5500 East Street. The entrance will remain aligned with 2100 North Street to create a four-way intersection with 5500 East Street and 2100 North Street.
  
5. **Design Standards – Parcel #22-047-0053.** Except for buildings that follow the design standards of Paragraph 3 of this Agreement, which are allowed on this parcel, Petitioner agrees that development on Parcel #22-047-0053 will be designed and executed in compliance with following:
  - 5.1. **Building Setbacks.** Buildings will be setback from the public street right-of-way, as determined in Paragraph 7.1 of this Agreement, a minimum of 50 feet. Buildings accessory and incidental to the agricultural operations that are located within the CV-2 zone will be setback at least 50 feet from the public street right-of-way.
  - 5.2. Buildings within the CV-2 zone will have an old west design that is complimentary to the existing farm structures and agricultural nature of the current farm site.

5.3. County agrees that this parcel may be used for vehicle parking for the entire Project Site.

6. **Allowed Uses.** The Parties agree that the uses allowed in the CV-2 zone, as memorialized in Exhibit B, may be established on the Project Site, excluding those uses shown with strike-through in Exhibit B.

7. **General Provisions**

7.1. **Dedication.** Prior to initiation of construction of any new building on the Project Site, Petitioner agrees to convey to Weber County land along 5500 East Street to meet the following standards and operational provisions:

7.1.1. **Street Right-of-Way Width.** The land that is conveyed shall be sufficient to create the lesser of either:

7.1.1.1. At least a 50-foot wide public street right-of-way half-width, as determined by the County Surveyor; or

7.1.1.2. A public street right-of-way boundary that is aligned with the front of the existing buildings closest to the street right-of-way on Parcel #22-047-0040, and runs parallel to the street centerline for the entire width of the Project Site.

7.1.2. **Street Right-of-Way Infrastructure.** County agrees that Petitioner may install pedestrian and vegetation infrastructure that mimics the infrastructure previously installed for the existing street-front buildings on Parcel #22-047-0040, provided that the infrastructure is designed to meet all state and federal regulations pertaining to public spaces, and provided that Petitioner enters into a separate perpetual maintenance agreement for Petitioner's continuous operation and maintenance of the infrastructure until such time that County is ready to operate and maintain it.

7.1.3. **Effect of Changing Infrastructure Requirements.** County agrees to allow for flexibility in the implementation of any future street right-of-way infrastructure standard or requirement in a manner that will create the least impact, if any, on infrastructure installed by Petitioner but that will still provide for aesthetic and safety consistencies of other future planned infrastructure along the same block-length.

7.2. **Assignability.** The Petitioner, as the landowner of the Project Site at the time of the execution of this Agreement, may sell, convey, reassign, or transfer the Project Site or Project to another entity at any time, provided any resulting division of land, if applicable, complies with County laws.

7.3. **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.

7.4. **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.

7.5. **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.

7.6. **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.

**7.7. 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.

**7.8. 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, whether written or oral.

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

**(Signatures on following pages)**

**Documents Attached:**

Exhibit "A" (Project Site Boundary)

Exhibit "B" (CV-2 Allowed and Excluded Uses)

Exhibit "C" (Legal Description)

Exhibit "D" (General Design Standards)

**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

**“Petitioner”**

**Horseshoe, L.L.C.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Petitioner Acknowledgement

(Corporation)

State Of \_\_\_\_\_)

) ss.

County Of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public, residing in

**“Petitioner”**

**Sunnyfield, L.L.C.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Petitioner Acknowledgement

(Corporation)

State Of \_\_\_\_\_)

) ss.

County Of \_\_\_\_\_)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of its members or its articles of organization; and said person acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public, residing in

**Exhibit "A"**  
**Project Site Boundary**





**Exhibit "B"**

**CV-2 Zone Use Table**

The following is a list of uses governed by the CV-2 zone at the time of the execution of this Agreement. Petitioner agrees to additional limits to these uses, as graphically shown in ~~strikeout~~ and underline text herein.

The uses designated as "P" are permitted uses. Uses designated as "C" are allowed only when authorized by a conditional use permit obtained as provided by the Weber County Land Use Code. Uses designated with an "N" are not allowed.

	<b>CV-2</b>
Academies/studios for dance, art, sports, etc.	P
Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use	P
Animal hospital	C
Antique, import or souvenir shop	P
Archery shop and range, provided it is conducted within an enclosed building	P
Art and artists gallery or supply store	P
Assisted living facility including convalescent or rest home	P
Athletic, recreational equipment, and sporting goods sales/ rentals, excluding sale or repair of motor vehicles, motor boats or motors	P
Auction establishment	C
Automobile repair including paint, body and fender, brake, muffler, upholstery, or transmission work provided it is conducted within an enclosed building	<del>EN</del>
Automobile, new or used sales/service	<del>EN</del>
Awning sales and service	P
Bakery	P
Bank or financial institution not including payday loan services	P

Barbershop	P
Beauty shop	P
Bed and breakfast dwelling	P
Bed and breakfast inn	P
Bed and breakfast hotel	C
Brewery, micro in conjunction with a restaurant	P
Bicycle sales and service	P
Billiard parlor	C
Boarding house	C
Boat sales and service	<del>EN</del>
Boat and personal water craft rentals as an accessory use to boat sales and service	<del>EN</del>
Book store, retail	P
Bowling alley	C
Butcher shop, excluding slaughtering	P
Cafe	P
Camera store	P
Candy store, confectionery	P
Car rental agency	<del>PN</del>
Car wash, automatic	<del>EN</del>
Car wash, manual spray	<del>PN</del>
Catering establishment	P

Church	P
Clinics, medical or dental	P
Clothing and accessory store	P
Communication equipment building	P
Convenience store	P
Costume rental	P
Data processing service and supplies	P
Day care center	P
Delicatessen	P
Diaper service, including cleaning	P
Drapery and curtain store	P
Drug store	P
Dry cleaning	P
Dwelling unit, if in compliance with section 104-21-4(d)	P
Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that an additional 3,000 square feet of landscaped area is provided for the residential use. The provisions of section 104-21-4(d) are not applicable.	P
Educational institution	P
Electrical and heating appliances and fixtures sales and service	P
Electronic equipment sales and service	P
Employment agency	P
Fabric and textile store	P

Farm implement sales	C
Feed and seed store, retail	P
Flooring sales and service, carpet, rug and linoleum	P
Florist shop	P
Fitness, athletic, health, recreation center, or gymnasium	P
Fruit and vegetable store or stand	P
Furniture sales and repair	P
Fur apparel sales, storage or repair	P
Garden supplies and plant materials sales	P
Gift store	P
Glass sales and service	P
Government office buildings	P
Greenhouse and nursery	P
Grocery store	P
Grooming for small animals	P
Gunsmith	P
Hardware store	P
Health food store	P
Hobby and crafts store	P
Hotel	C
House cleaning and repair	P

Household appliance sales and incidental service	C
Ice cream parlor	P
Insulation sales	P
Interior decorator and designing establishment	P
Jewelry store sales and service	P
Laboratory, dental or medical	P
Laundromat	P
Lawn mower sales and service	P
Library	P
Linen store	P
Liquor store	C
Locksmith	P
Lodge or social hall	P
Meat, custom exempt cutting, wrapping, and processing of livestock and game, excluding slaughtering	C
Medical supplies	P
Miniature golf	C
Monument works and sales	P
Mortuary	C
Motel	C
Motorcycle and motor scooters sales and service	€N
Museum	P

Music store	P
Office supply	P
Ornamental iron sales or repair	C
Paint or wallpaper store	P
Park and playground	P
Parking lot or garage as a main use	<u>EN</u>
Pest control and extermination	P
Pet and pet supply store	P
Pharmacy	P
Photo studio	P
Plumbing shop	P
Post office	P
Pottery, sales and manufacture of crafts and tile	P
Printing, copy sales and services	P
Private liquor club	C
Professional office	P
Public utilities substation	C
Radio and television sales and service	P
Radio or television broadcasting station	P
Real estate agency	P
Reception center or wedding chapel	C

Recreational vehicle storage	EN
Rental, equipment: <u>excluding motor vehicles, motorized watercraft, or their trailers</u>	P
Restaurant	P
Restaurant, drive-in	EN
Restaurant, drive-through	EN
Second-hand store	P
Self storage, indoor units for personal and household items	EN
Service station, automobile excluding body, fender, and upholstery work	PN
Service station, automobile with 1 bay automatic car wash as an accessory use	PN
Sewing machine sales and service	P
Shoe repair	P
Shoe store	P
Snow plow and removal service	EN
Snowmobile, ATV sales and repair	EN
Soil and lawn service	P
Spa	P
Tailor shop	P
Tavern, beer pub	C
Taxidermist	P
Temporary building for uses incidental to construction work. Such buildings shall be removed upon the completion of the construction work.	P
Theater, indoor	P

Tobacco shop	P
Toy store, retail	P
Trade or industrial school	C
Travel agency	P
Upholstery shop	P
Vendor, short-term	P
Ventilating equipment sales and service	C
Video sales and rental	P
Window washing establishment	P

**Exhibit "C"**  
**Legal Description**

Re-Zone Description

A part of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey, Beginning at a point on an existing East and West running fence, Said Point being 988.80 feet North 0°18'55" East along the Section line from the Southeast corner of said Section 34; running thence North 88°07'31" West 281.31 feet; thence North 0°18'55" East 620.14 feet more or less to the South line extended of the current CV-2 Zone; thence along the South line of said Zone CV-2 South 88°11'08" East 325.17 feet to the East right-of-way of 5500 East Street; thence along said right-of-way the following three (3) courses: (1) South 2°15'12" West 314.83 feet, (2) South 88°27'07" East 12.47 feet, and (3) South 2°08'33" West 305.50 feet; thence North 88°07'31" West 35.93 feet to the point of beginning.

Contains 4.569 acres.

**Exhibit "D"**

**Examples of Building Design Standards and  
Period Appropriate Architectural Style**



**EXAMPLE OF PERIOD APPROPRIATE ARCHITECTURAL STYLE**



**ORDINANCE NUMBER 2020-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE WEBER COUNTY ZONING MAP TO REZONE APPROXIMATELY 4.57 ACRES OF LAND LOCATED AT 2137 N. 5500 E. IN EDEN FROM AV-3 TO CV-2.**

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

**WHEREAS**, the Weber County Board of Commissioners has received an application from Horseshoe L.L.C., in partnership with Sunnyfield L.L.C., to rezone approximately 4.57 acres from the AV-3 zone to the CV-2 Zone; and

**WHEREAS**, the Weber County Board of Commissioners and the applicant mutually agree to rezoning the 4.57 acres from the AV-3 zone to the CV-2 zone; and

**WHEREAS**, the Weber County Board of Commissioners and the applicant mutually agree to execute a development agreement that specifies, among other things, the use and development standards of the subject property; and

**WHEREAS**, on December 1, 2020 the Ogden Valley Planning Commission held a duly noticed public hearing to consider the rezone application, and in the same meeting 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 rezone approximately 4.57 acres of land, as more precisely described in the attached exhibits, from the AV-3 zone to the CV-2 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 Levanta, L.L.C. and Weber County is signed, whichever is later.

Passed, adopted, and ordered published this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the Weber County Board of Commissioners.

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_,  
Gage Froerer, Chair

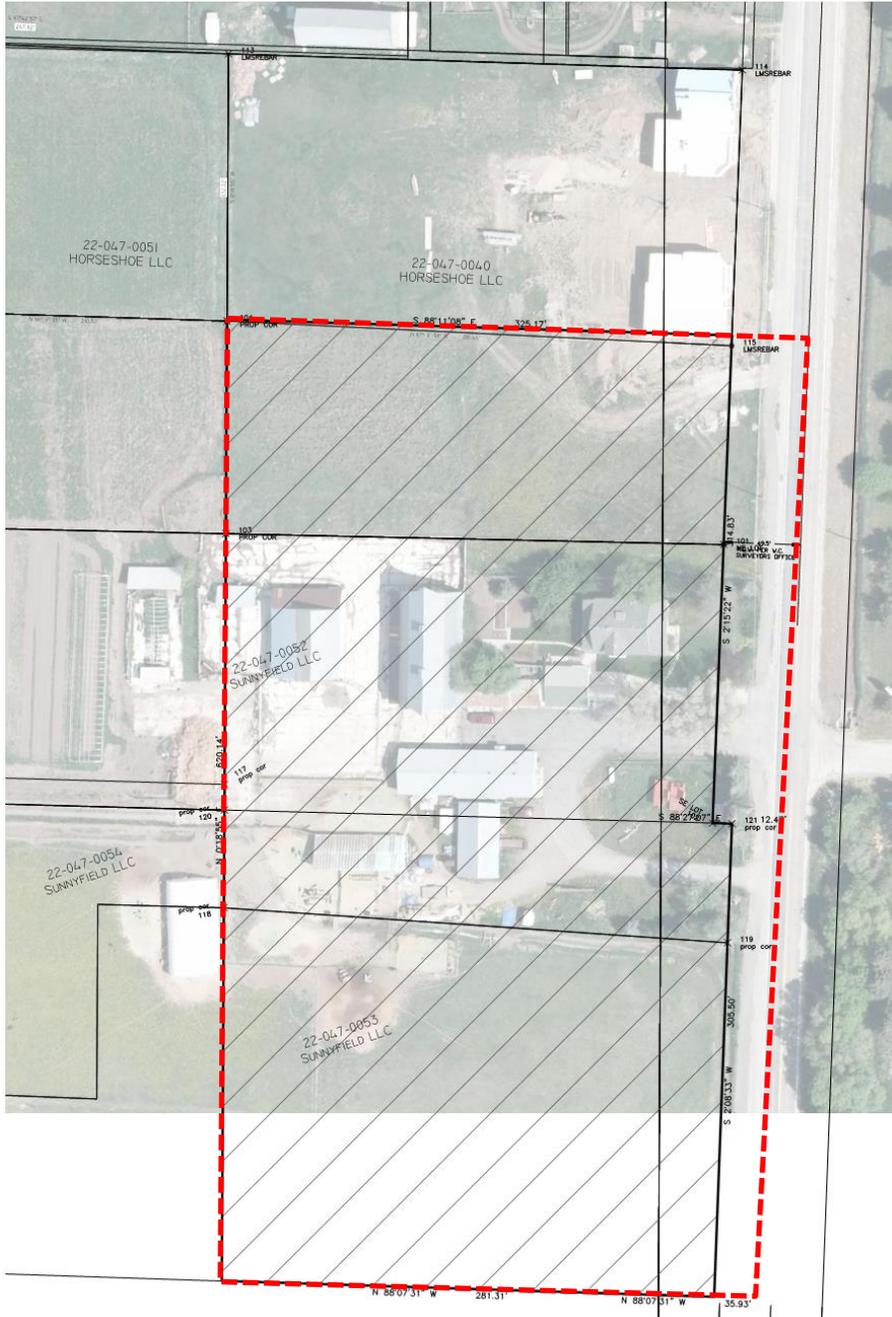
Commissioner Froerer voted \_\_\_\_\_  
Commissioner Jenkins voted \_\_\_\_\_  
Commissioner Harvey voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

# Exhibit A

## Graphic Representation Levanta, L.L.C Rezone from AV-3 Zone to CV-2 Zone



Vicinity Map

Existing Zoning Map

Proposed Zoning Map



BEFORE REZONE

AFTER REZONE

## Exhibit B

### Written Description

The eastern part of Parcels #22-047-0040, #22-047-0052, and 22-047-0053, being more particularly described as:

A part of the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey, Beginning at a point on an existing East and West running fence, Said Point being 988.80 feet North  $0^{\circ}18'55''$  East along the Section line from the Southeast corner of said Section 34; running thence North  $88^{\circ}07'31''$  West 281.31 feet; thence North  $0^{\circ}18'55''$  East 620.14 feet more or less to the South line extended of the current CV-2 Zone; thence along the South line of said Zone CV-2 South  $88^{\circ}11'08''$  East 325.17 feet to the East right-of-way of 5500 East Street; thence along said right-of-way the following three (3) courses: (1) South  $2^{\circ}15'12''$  West 314.83 feet, (2) South  $88^{\circ}27'07''$  East 12.47 feet, and (3) South  $2^{\circ}08'33''$  West 305.50 feet; thence North  $88^{\circ}07'31''$  West 35.93 feet to the point of beginning.

Contains 4.569 acres.

And together with the western half of the N. 5500 E. Street public right of way that abuts these three parcels, extending from the northermost part of Parcel #22-047-0040, and extending southward to the southernmost part of Parcel #22-047-0040.



# Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

## Synopsis

### APPLICATION INFORMATION

**Application Request:** A public hearing for consideration of a requested rezone of 4.57 acres located at approximately 2137 N. 5500 E. in Eden from the AV-3 zone to the CV-2 zone.  
**Agenda Date:** Tuesday, December 01, 2020  
**Applicant:** Horseshoe, L.L.C. and Sunnyfield, L.L.C.; Agent: Ronda Kippen and/or Shawn Clegg  
**File Number:** ZMA 2020-04

### PROPERTY INFORMATION

**Approximate Address:** 2137 N. 5500 E.  
**Zoning:** The area is currently Agricultural (AV-3)  
**Existing Land Use:** Agriculture  
**Proposed Land Use:** Commercial

### ADJACENT LAND USE

<b>North:</b> Commercial	<b>South:</b> Agricultural
<b>East:</b> Eden Park	<b>West:</b> Agricultural

### STAFF INFORMATION

**Report Presenter:** Charles Ewert  
 cewert@webercountyutah.gov  
 801-399-8767  
**Report Reviewer:** RG

## Applicable Ordinances

- § 102-5: Rezoning Procedures
- § 104-6: AV-3 Zone
- § 104-21: CV-2 Zone

## 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 change approximately 4.57 acres from the AV-3 zone to the CV-2 zone. The applicant's formal narrative for the application can be found in Exhibit A attached. The purpose of the rezone is for the remodeling or reconstruction of one or more buildings currently on the site for a farm-store operation to support the adjacent and related farm operation. The Project also consists of the construction of additional new main buildings that will be constructed with storefronts at the public right-of-way in a manner that mimics a main street design commonly found in Old West mine towns.

The property is in the area currently being considered for the Old Town Eden small area plan, and is in the proximity of the plan's contemplated Old Town Eden village. This application is from the same owner as the developer of the neighboring Historic Wilbur Blacksmith Shop. That project resulted in a historically accurate, attractive, and quality product that became a staple in the design considerations later written into the 2016 Ogden Valley General Plan.

Considering the county's timeline thus far in developing the Old Town Eden small area plan, the applicant is seeking entitlements ahead of the completion of that plan. However, the applicant desires to develop the site with similar attention to detail as the neighboring blacksmith shop, and is committed to developing in a manner that will be

complimentary to the plan’s intended outcomes. The applicant is willing to enter into a mutually beneficial rezone agreement with the county in order to express this commitment.

Planning staff are offering a positive recommendation for the proposed rezone with a primary condition that the applicant enter a mutually agreeable zoning agreement with the County.

The Planning Commission should consider planning staff’s recommendation, the comments and concerns of the public, and relevant facts at hand to formulate a recommendation on this item for the County Commission’s consideration. The Planning Commission’s recommendation should be supported with findings of fact.

## Policy Analysis

The applicant is two entities, Sunnyfield, LLC and Horseshoe, LLC, that are managed by the same person/people. The rezone is intended to apply to the front portion of three parcels: parcel #22-047-0040, parcel #22-047-0052, and parcel #22-047-0053. See **Figure 1** for a graphic of the rezone-related parcels.

The rezone area is on the west side of 5500 E. The Eden Park is across the street. The development extends about 400 feet to the south of the park.

A change to zoning has the potential to change the character of the area. Careful analysis of the change should be considered in order to assure the protection of the overall health, safety, and general welfare of the community. Rezones may not always be optimally beneficial to everyone affected. The rezone process is a time in which the county should try to anticipate whether the detriments to some are appropriately and reasonably mitigated and balanced with the overall desired community outcomes. A general plan’s primary function is to help the county do this in a manner that is focused on the future of the area.

The applicant’s property is within the Ogden Valley General Plan’s planning area. This staff report evaluates the existing and proposed zoning – based on the purpose and intent of the zone – and the allowed uses within the zone, and compares that to the desired outcomes of the general plan.

**Figure 1: Subject Property**



Typically, and unless planned otherwise in the general plan, a rezone should not occur unless it offers a contiguous extension of an existing zone in the area. The proposed CV-2 rezone area is on streetfront property that is immediately adjacent to streetfront property already zoned CV-2, making it a logical and contiguous extension of the existing zone.

### Zoning Analysis

The current zone of the subject parcel is AV-3. The AV-3 zone is typically reserved for agricultural pursuits and large-lot residential uses. **Figure 2** depicts current zoning and the parcels affected by the proposed rezone.

The purpose of the AV-3 zone is specified by the Weber County Code as being:

*The AV-3 Zone is both an agricultural zone and a low-density rural residential zone. The purpose of the AV-3 Zone is to:*

1. *Designate low-intensity farm areas, which are anticipated to develop in a rural residential development pattern;*
2. *Set up guidelines to continue agricultural pursuits, including the keeping of farm animals; and*
3. *Direct orderly low-density residential development in a continuing rural environment.*<sup>1</sup>

The AV-3 zone also has a preferred use described as follows:

<sup>1</sup> See LUC § 104-6-1: [https://weber.municipalcodeonline.com/book?type=ordinances#name=Chapter\\_104-6\\_Agricultural\\_Valley\\_AV-3\\_Zone](https://weber.municipalcodeonline.com/book?type=ordinances#name=Chapter_104-6_Agricultural_Valley_AV-3_Zone)

*Agriculture is the preferred use in Agricultural Valley, AV-3. All agricultural operations shall be permitted at any time, including the operation of farm machinery and no agricultural use shall be subject to restriction because it interferes with other uses permitted in the zone.*<sup>2</sup>

The applicant is requesting the CV-2 zone. **Figure 3** depicts the zoning map if this application is approved. The CV-2 zone's purpose is:

1. *The purpose of the CV-1 and CV-2 zones is to provide suitable areas for the location of the various types of commercial activity needed to serve the people and commerce of the Ogden Valley in unincorporated Weber County. It is also to separate, into two commercial zones, uses based upon the type of activity which are compatible and complementary, as well as the intensity of land utilization and accessory use needs.*
- ...
3. *The CV-2 Zone (General Commercial) has been established for the purpose of providing a broad range of commercial services and goods to serve a larger region of the county like the Ogden Valley. Areas with CV-2 zoning have a principal patronage which originates throughout the Ogden Valley or is due to recreation in the Ogden Valley. CV-2 areas are to be a commercial hub or node of activity. These areas, as outlined in the General Plan, are to be near the traditional town centers of the Ogden Valley and not to be strung out along the highways. Uses in the CV-2 Zone may provide goods and services not typically found amongst commercial areas within resorts including automobile sales and service, sporting goods, service stations, hotels, and professional offices.*<sup>3</sup>

The Weber County Land Use Code has a chapter that governs application-driven rezones.<sup>4</sup> It specifies that rezoning should comply with the general plan. A general plan analysis is provided later in this report. It also sets forth approval criteria when considering a rezone. Because a rezone is legislative, each criterion allows broad deference to the County Commission's legislative decision-making authority. The criterion is fourfold:

- (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, adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and*

**Figure 2: Current Zoning Map and the Subject Properties.**



**Figure 3: Proposed Zoning Map.**



<sup>2</sup> See LUC § 104-6-2: [https://weber.municipalcodeonline.com/book?type=ordinances#name=Chapter\\_104-6\\_Agricultural\\_Valley\\_AV-3\\_Zone](https://weber.municipalcodeonline.com/book?type=ordinances#name=Chapter_104-6_Agricultural_Valley_AV-3_Zone)

<sup>3</sup> See LUC § 104-22-1: [https://weber.municipalcodeonline.com/book?type=ordinances#name=Chapter\\_104-21\\_Commercial\\_Valley\\_Zones\\_Cv-1\\_And\\_Cv-2](https://weber.municipalcodeonline.com/book?type=ordinances#name=Chapter_104-21_Commercial_Valley_Zones_Cv-1_And_Cv-2)

<sup>4</sup> See LUC § 102-5: [https://weber.municipalcodeonline.com/book?type=ordinances#name=Chapter\\_102-5\\_Rezoning\\_Procedures](https://weber.municipalcodeonline.com/book?type=ordinances#name=Chapter_102-5_Rezoning_Procedures)

recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, wastewater, and refuse collection.

- (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, stormwater 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.

Site-Specific Land Use Analysis

Commercial buildings and uses on the subject site has several community impacts worth considering. Given the information and evidence currently available, existing ordinances, and volunteered regulatory standards from the applicant, the Planning Commission may find that most, if not all, negative effects can be reduced within tolerable thresholds, and the advancement of the desires of the general plan that the proposal will make sufficiently balances the detrimental effects. The following analysis offers this consideration.

**Concept development plan.**

As depicted in **Figure 4**, the applicant has provided a concept development plan.<sup>5</sup> It shows the layout of the site and the possible configuration of the buildings, accessways between the buildings, and access to the public street system. The applicant wants the actual building placement and site layout to be flexible so the development can be responsive to the needs/demands of the market. In other words, the county may not likely get the exact layout presented in the concept plan. To offer the county predictability in outcomes while giving the applicant sufficient flexibility, the Planning Commission should consider requesting building design standards as part of the zoning agreement rather than expecting strict compliance with the concept plan. Staff offers recommended design standards in the architectural styling paragraph in this report.

**Access and traffic circulation.**

Access will be provided to the site from 5500 East Street. The applicant is proposing to construct pedestrian facilities in the street right-of-way that extend the existing street infrastructure from the adjacent existing blacksmith shop. The street right-of-way along the property frontage is insufficient for the County to create the street cross section contemplated as part of the Eden area planning. The general plan designates 5500 East Street as a future 100-foot wide street right-of-way. County ordinance requires that prior to receiving any future land use or building permits, an applicant must dedicate any of their frontage required to create a half-width of the planned street right-of-way.

The area that the applicant will be required to dedicate is the area that the applicant will continue the pedestrian improvements. At this time, the applicant is concerned that dedicating the area may eventually negate the purpose of installing these improvements. He would like to maintain

**Figure 4: Concept Development Plan.**



<sup>5</sup> See Exhibit C.

control over the improvements to guarantee their longevity. At the same time, Weber County has not yet adopted a standard for village area street improvements, and therefore has not implemented operation and maintenance plans and budgets. However, not requiring the right-of-way dedication at the time of development will cause the County to forfeit its right to receive the land at no cost as a development-impact mitigation measure. The Planning Commission could recommend that the county require the dedication, but allow a perpetual operations and maintenance agreement with the owner for a mutually agreeable period. This will give the County the street right-of-way it needs for the future while giving the applicant control over the improvements.

The applicant is planning parking in the rear of the buildings.

**Culinary water.**

The applicant has submitted evidence that the Eden Water Works intends to serve the culinary needs of the development. At the time of either subdivision application or building permit application, the applicant will be required to supply a more specific water connection assurance.

**Secondary water.**

If not otherwise provided by means of culinary water, if allowed by the provider, the facility will need a secondary water irrigation system to maintain non-native landscaping on the site. Automatic drip irrigation systems are preferred for the proposed vegetation that supports it.

**Sanitary wastewater.**

The applicant has submitted evidence of feasibility for a septic system from the Weber Morgan Health Department. The applicant will be required to satisfy any septic system requirements of the Weber Morgan Health Department, including providing area large enough for a primary and backup drainfield.

**Fire.**

The local fire authority does not typically initiate a development review until actual subdivision or construction activities are proposed.

**Landscaping.**

No specific landscape plans have been submitted for review at this time. Before building, the applicant will be required to submit a design review application that includes landscaping plans. Verification that the sites meet minimum landscape requirements will be performed at that time.

**Architectural styling**

To be compliant with the general plan and emerging details coming from the ongoing area plan process, the Planning Commission should consider the following architectural or building design standards<sup>6</sup>:

1. A style that could be found for buildings constructed between 1880 and 1910.
2. Street-facing façade.
3. A discernable base, body, and cap.
4. Interruptions of long horizontal lines
5. A large amount of street-level window and door openings.
6. Main entrances from the street right-of-way.
7. Building at the street right-of-way.

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<sup>6</sup> See also Exhibit D

**Lighting.**

The lighting of the project will be required to comply with the Ogden Valley's outdoor lighting code. If security lighting is desired throughout the night, each lighting device will need to be on a motion detector that stays on for no greater than two minutes after it last detects motion.

**Village considerations**

Staff's primary concern with rezoning any land to the CV-2 zone is that the CV-2 is designed in part to be a vehicle oriented commercial zone. It will be difficult to create the streetscape that the general plan contemplates if all of the commercial areas are developed with emphasis on moving automobiles rather than with emphasis on a pedestrian experience.

This concern was expressed to the applicant. To resolve the concern, the applicant has volunteered to forgo the automobile-intensive uses in the CV-2 zone. Attachment B shows the uses allowed in the CV-2 zone, as modified by the applicant's voluntary use restrictions.

**Development agreement contingencies.**

Even though a development agreement is reserved for County Commission to negotiate, the Planning Commission has the opportunity to influence the terms of the agreement by offering conditions that can be imposed in the agreement. The conditions provided in the staff recommendation may act as a baseline for the Planning Commission's consideration. Removal, addition or modifications of staff's recommended conditions is the Planning Commission's prerogative as this project moves toward creation and execution of a mutually-negotiated agreement and formal legal rezone.

**Staff Recommendation**

Staff recommends that the Planning Commission forward a positive recommendation to the County Commission for the proposed rezone of approximately 4.57 acres located at approximately 2137 N. 5500 E. in Eden from the AV-3 Zone to the CV-2 Zone, File #ZMA 2020-04, with the following requirements to be executed by means of a development agreement:

1. The agreement should extend at least two years to give the County ample time to complete the Eden area plan and adopt design standards.
2. The uses in the project exclude automobile oriented uses, as volunteered by the applicant.
3. Architectural or building design standards should be applied:
  - a. A style that could be found for buildings constructed between 1880 and 1910.
  - b. Street-facing façade.
  - c. A discernable base, body, and cap.
  - d. Interruptions of long horizontal lines
  - e. A large amount of street-level window and door openings.
  - f. Main entrances from the street right-of-way.
  - g. Building at the street right-of-way.
4. Allow the applicant to operate and maintain the street-infrastructure he installs for an agreed upon timeframe. Require a deferral agreement and an operations and maintenance agreement.

This recommendation may come with the following findings:

1. The use helps support the 2016 Ogden Valley General Plan by implementing the pre-planned Eden village area.
2. The proposal offers a design theme recommended by the 2016 Ogden Valley General Plan.
3. The proposal will offer an economic benefit to the community in a well-planned manner that offers relatively minimal community impacts in comparison to other economic development possibilities.
4. The development will enhance the overall health, safety, and welfare of the community.

## Exhibits

Exhibit A: Application.

Exhibit B: Applicant-Volunteered Automobile Use Limitations.

Exhibit C: Concept Development Plan.

Exhibit D: Architectural Standards.

<b>Weber County Zoning Map Amendment Application</b>		
Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401		
Date Submitted	Received By (Office Use)	Added to Map (Office Use)
<b>Property Owner Contact Information</b>		
Name of Property Owner(s) Horseshoe, LLC and Sunnyfield, LLC		Mailing Address of Property Owner(s) 326 N Wilkie St. Kayville, UT 84037
Phone 801-232-4153	Fax	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail
Email Address vclpqq@digir.net		
<b>Authorized Representative Contact Information</b>		
Name of Person Authorized to Represent the Property Owner(s) Ronda Kippen		Mailing Address of Authorized Person PO Box 789 Morgan, UT 84050
Phone 801-710-8303	Fax	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail
Email Address rondakippen@gmail.com		
<b>Property Information</b>		
Project Name Blacksmith Village Phase II	Current Zoning AV-3	Proposed Zoning CV-2
Approximate Address 2137 N 5500 E Eden, UT	Land Serial Number(s) 22-047-0040 22-047-0052 22-047-0053	
Total Acreage 4.9 acres	Current Use Agriculture	Proposed Use Commercial
<b>Project Narrative</b>		
Describing the project vision. See attached		

**Project Narrative (continued...)**

How is the change in compliance with the General Plan?

See attached

Why should the present zoning be changed to allow this proposal?

See attached

**Project Narrative (continued...)**

How is the change in the public interest?

See attached

What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?

See attached

**Project Narrative (continued...)**

How does this proposal promote the health, safety and welfare of the inhabitants of Weber County?

see attached

**Property Owner Affidavit**

I (We), Horseshoe, LLC and Sunnyfield, LLC depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

[Signature] (MANAGER HORSESHOE + SUNNYFIELD)  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this 23 day of JUNE, 2020

[Signature]  
(Notary)



## Blacksmith Village Phase II Narrative

### Background

In June 2008, Horseshoe, LLC and Weber County entered into a Development Agreement for the Blacksmith Village Phase I. The agreement was to rezone a portion of Parcel# 22-047-0040 from AV-3 Zone to CV-2 Zone and to allow for the restoration of the historic 1895 J. M. Wilbur Blacksmith Shop which existed on a portion of this parcel.

Since that time, the Blacksmith Shop has been restored and (per the original promise of Horseshoe LLC) was listed on the National Register of Historic Places on January 17, 2017, making this the ONLY structure in the Ogden Valley to have this prestigious designation and is now a tourist attraction just by itself.

In addition, The Blacksmith Shop is operated as a traditional blacksmith by Aaron Richardson of Ragnar Forge. This allows for visitors to the site to experience the work and expertise of this trade and, also to take lessons in traditional blacksmithing.

Blacksmith Village Phase I has been developed with the building of three new period correct commercial buildings that were approved per the original rezone and amended development agreement. The period buildings were designed to complement the existing Blacksmith Shop and to enhance the surrounding park and town center.

These commercial buildings are fully occupied and attract visitors as part of the development site and are currently used as a physical therapist office and professional office space. The most recent amendment to the development agreement was approved in December 2017 to allow for the placement of another historic building to be reconstructed on this site. The West Point Canning Co. building in West Point, Utah was to be demolished; however, seeing the beauty of this historic building and materials, Horseshoe LLC disassembled the building brick by brick and will reconstruct the building on the Blacksmith Village Phase I site. This building will be used to house Blacksmith Garage, a vintage/antique car sales establishment that was approved in January 2015 as a conditional use permit.

### Current Proposal-Narrative

Horseshoe, LLC and Sunnyfield LLC request to rezone the remaining portion of Parcel# 22-047-0040 (approximately 1 acre and owned by Horseshoe, LLC), the front portion of Parcel# 22-047-0052 (approximately 2 acres and owned by Sunnyfield LLC) and the front portion of Parcel# 22-047-0053 (approximately 1.9 acres and owned by Sunnyfield LLC) from the AV-3 Zone to the CV-2 Zone. The Blacksmith Village Phase II is currently planned to be on the south side of the Blacksmith Village Phase I. The site will be engineered to direct all the storm water into the existing onsite detention pond of the existing Blacksmith Phase I. If necessary, the detention pond will be increased in size to handle the additional storm water due to the new onsite hard surface. The development will continue with the attractively designed complete street to the north and will have building designs that are from the same

time period that will complement the existing Blacksmith Village Phase I, complete a commercial block and improve the general area of the town center.

Conceptual building renderings have been incorporated as part of this submittal (see Exhibit B) but are not to be misconstrued to be the buildings that Horseshoe, LLC and Sunnyfield LLC intend to build on these parcels. The conceptual renderings are theoretical in nature and are being used only as an example of the buildings in the time era and the beautiful architectural sketches that the design team are currently working with for this project layout. The 2016 Ogden Valley General Plan states that *"Weber County will promote and encourage unique and functional design in new developments, public spaces, and streetscapes to create a visible character distinct to Ogden Valley that enhances the Valley's character."* It is Horseshoe, LLC's and Sunnyfield LLC's desire to support the development of Eden's historic center and by building visually compelling and economically viable historic properties within Blacksmith Village Phase II.

Horseshoe, LLC and Sunnyfield LLC are requesting to rezone this property without a development agreement due to the need to be flexible with the building designs throughout the development process with Weber County. These buildings will be reviewed and analyzed during the Design Review Process with Weber County. Horseshoe, LLC and Sunnyfield LLC feel that they have a good working relationship with Weber County and have historically produced an attractive product that will stand the test of time and will support the visual desire of the community and meet the requirements of the Ogden Valley General Plan, Weber County Land Use Code and the Old Town Eden Small Area Plan.

#### **How is the change in compliance with the General Plan?**

The new commercial development will be focused in the existing "Old Eden" Village Center and will be designed to be compatible with the rural and historic character of the area to assist the County in executing the goals outlined in the 2016 Ogden Valley General Plan to preserve and protect the historic areas within the Ogden Valley (Historic Preservation Goal 1). It is the desire and intent of Horseshoe, LLC and Sunnyfield LLC to support the development of the historic "Old Eden" to *"architecturally design the street scape and commercial structures in a way for the development of the area to be architecturally and visually compatible with neighboring historic properties"* (Historic Preservation Implementation 1.1.3).

#### **Why should the present zoning be changed to allow this proposal?**

Section 5 of the Ogden Valley General Plan Commercial Development Vision states: *"The Ogden Valley community desires sustainable and thriving local businesses in the Ogden Valley."* Horseshoe, LLC's and Sunnyfield LLC's property lies within the ¼ mile circle centered around the "Old Eden" Village Center (see Map 6 of the Ogden Valley General Plan). *"Residents desire that new commercial development be located and clustered in one of the existing commercial areas"* (see page 24 of the Ogden Valley General Plan) such as the "Old Eden" Village Center, residents would like to have *"new commercial development properly scaled and designed to be consistent with the existing pedestrian-friendly historical character"*. Commercial Development Implementation 1.1.2 states: *"Future commercial or mixed-use rezoning*

*should only be considered adjacent to existing commercial or mixed-use zoning in a manner that creates village clusters and avoids strip commercial along highway corridors”.*

The current request to rezone the remaining portion of Parcel# 22-047-0040 and the front portions of Parcel# 22-047-0052 (approximately 2 acres) and 22-047-0053 (approximately 1.9 acres) from the AV-3 Zone to the CV-2 Zone is to continue the adjacent commercial zone on the same parcel and adjacent parcel, to help create the walkable town center of “Old Eden” Village Center and to remove the appearance of “spot” zoning along the west side of the highway by the continuation of the development in a way to create a continuation of the existing complete street design running along the highway. Horseshoe, LLC and Sunnyfield LLC also identify the need for new and desirable commercial sites located within the “Old Eden” Village Center. The proposed rezone expansion of the Blacksmith Development will complement the existing sites and “Old Eden” Village Center.

**How is the change in the public interest?**

By rezoning the remaining portion of Parcel# 22-047-0040 and the front portions of Parcel# 22-047-0052 and 22-047-0053, it will provide for sustainable local business locations to the residents of the Ogden Valley. It will continue the existing complete street design which supports the walkability of the “Old Eden” Village Center with the proximity to the Eden Park. The Blacksmith Village Phase II will also create structures that will preserve and enrich the historic experience of the Village Center.

**What conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?**

Weber County last addressed the Ogden Valley General Plan in 2016. In 2018, the Weber County Planning Division Staff started to work with the students at Weber State University on a generalized overview of the Eden and “Old Eden” Village Center. This presentation by the Weber State students was very conceptual and covered multiple areas within the Ogden Valley; therefore, there was not a lot of focus spent directly on the “Old Eden” area. Since that time, the Weber County Planning Division Staff has initiated a project to start compiling information and generating a Village Area Plan for the “Old Eden” Village Center for which Horseshoe, LLC and Sunnyfield LLC has played an active role as a stakeholder in this process to date. In the Spring of 2019, a stakeholder meeting was held with the Weber County Planning Division Planning Staff. Steve Burton and Charles Ewert provided a professional power point presentation of a future development including a complete street design along the frontage of the Blacksmith Development and the Eden Park with walking connections between both locations. Horseshoe, LLC and Sunnyfield LLC support the concept of the streetscape that were presented during that meeting and would like to design the next portion of the development to support the Village Area Plan.

**How does this proposal promote the health, safety and welfare of the inhabitants of Weber County?**

The Blacksmith Village has become an attraction in the Ogden Valley and the addition to this development will provide for additional commercial sites for businesses who choose to locate in the Ogden Valley. Organized recreational events occur frequently at the Eden Park, which is adjacent to the

Blacksmith Village. The proposed rezone will allow for the completion of Blacksmith Village, which will increase visitors that frequent the site. Visitors of the Blacksmith Village may also choose to spend a part of their day at the Eden Park or choose to take a walk on the pathway that is part of the town center. These elements will help to create a sense of community in the center of the Old Eden Town Center, which will promote an atmosphere of health and welfare for the residents of Weber County. As part of the development of the Blacksmith Village Phase II, a complete street design will be implemented to ensure the safety of the residents of Weber County along the right of way and within the development.

### Blacksmith Village Phase 2 Rezone Exhibit









**Exhibit "B"**

**CV-2 Zone Use Table**

The following is a list of uses governed by the CV-2 zone at the time of the execution of this agreement. Petitioner agrees to additional limits to these uses, as graphically shown in strikeout and underline text herein.

The uses designated as "P" are permitted uses. Uses designated as "C" are allowed only when authorized by a conditional use permit obtained as provided by the Weber County Land Use Code. Uses designated with an "N" are not allowed.

	<b>CV-2</b>
Academies/studios for dance, art, sports, etc.	P
Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use	P
Animal hospital	C
Antique, import or souvenir shop	P
Archery shop and range, provided it is conducted within an enclosed building	P
Art and artists gallery or supply store	P
Assisted living facility including convalescent or rest home	P
Athletic, recreational equipment, and sporting goods sales/ rentals, excluding sale or repair of motor vehicles, motor boats or motors	P
Auction establishment	C
Automobile repair including paint, body and fender, brake, muffler, upholstery, or transmission work provided it is conducted within an enclosed building	<del>EN</del>
Automobile, new or used sales/service	<del>EN</del>
Awning sales and service	P
Bakery	P
Bank or financial institution not including payday loan services	P

Barbershop	P
Beauty shop	P
Bed and breakfast dwelling	P
Bed and breakfast inn	P
Bed and breakfast hotel	C
Brewery, micro in conjunction with a restaurant	P
Bicycle sales and service	P
Billiard parlor	C
Boarding house	C
Boat sales and service	<del>EN</del>
Boat and personal water craft rentals as an accessory use to boat sales and service	<del>EN</del>
Book store, retail	P
Bowling alley	C
Butcher shop, excluding slaughtering	P
Cafe	P
Camera store	P
Candy store, confectionery	P
Car rental agency	<del>PN</del>
Car wash, automatic	<del>EN</del>
Car wash, manual spray	<del>PN</del>
Catering establishment	P

Church	P
Clinics, medical or dental	P
Clothing and accessory store	P
Communication equipment building	P
Convenience store	P
Costume rental	P
Data processing service and supplies	P
Day care center	P
Delicatessen	P
Diaper service, including cleaning	P
Drapery and curtain store	P
Drug store	P
Dry cleaning	P
Dwelling unit, if in compliance with section 104-21-4(d)	P
Dwelling unit as part of a commercial building for proprietor or employee who also serves as a night watchman provided that an additional 3,000 square feet of landscaped area is provided for the residential use. The provisions of section 104-21-4(d) are not applicable.	P
Educational institution	P
Electrical and heating appliances and fixtures sales and service	P
Electronic equipment sales and service	P
Employment agency	P
Fabric and textile store	P

Farm implement sales	C
Feed and seed store, retail	P
Flooring sales and service, carpet, rug and linoleum	P
Florist shop	P
Fitness, athletic, health, recreation center, or gymnasium	P
Fruit and vegetable store or stand	P
Furniture sales and repair	P
Fur apparel sales, storage or repair	P
Garden supplies and plant materials sales	P
Gift store	P
Glass sales and service	P
Government office buildings	P
Greenhouse and nursery	P
Grocery store	P
Grooming for small animals	P
Gunsmith	P
Hardware store	P
Health food store	P
Hobby and crafts store	P
Hotel	C
House cleaning and repair	P

Household appliance sales and incidental service	C
Ice cream parlor	P
Insulation sales	P
Interior decorator and designing establishment	P
Jewelry store sales and service	P
Laboratory, dental or medical	P
Laundromat	P
Lawn mower sales and service	P
Library	P
Linen store	P
Liquor store	C
Locksmith	P
Lodge or social hall	P
Meat, custom exempt cutting, wrapping, and processing of livestock and game, excluding slaughtering	C
Medical supplies	P
Miniature golf	C
Monument works and sales	P
Mortuary	C
Motel	C
Motorcycle and motor scooters sales and service	<u>C</u> <u>N</u>
Museum	P

Music store	P
Office supply	P
Ornamental iron sales or repair	C
Paint or wallpaper store	P
Park and playground	P
Parking lot or garage as a main use	<del>EN</del>
Pest control and extermination	P
Pet and pet supply store	P
Pharmacy	P
Photo studio	P
Plumbing shop	P
Post office	P
Pottery, sales and manufacture of crafts and tile	P
Printing, copy sales and services	P
Private liquor club	C
Professional office	P
Public utilities substation	C
Radio and television sales and service	P
Radio or television broadcasting station	P
Real estate agency	P
Reception center or wedding chapel	C

Recreational vehicle storage	<u>EN</u>
Rental, equipment: <u>excluding motor vehicles, motorized watercraft, or their trailers</u>	P
Restaurant	P
Restaurant, drive-in	<u>EN</u>
Restaurant, drive-through	<u>EN</u>
Second-hand store	P
Self storage, indoor units for personal and household items	<u>EN</u>
Service station, automobile excluding body, fender, and upholstery work	<u>PN</u>
Service station, automobile with 1 bay automatic car wash as an accessory use	<u>PN</u>
Sewing machine sales and service	P
Shoe repair	P
Shoe store	P
Snow plow and removal service	<u>EN</u>
Snowmobile, ATV sales and repair	<u>EN</u>
Soil and lawn service	P
Spa	P
Tailor shop	P
Tavern, beer pub	C
Taxidermist	P
Temporary building for uses incidental to construction work. Such buildings shall be removed upon the completion of the construction work.	P
Theater, indoor	P

Tobacco shop	P
Toy store, retail	P
Trade or industrial school	C
Travel agency	P
Upholstery shop	P
Vendor, short-term	P
Ventilating equipment sales and service	C
Video sales and rental	P
Window washing establishment	P







**Exhibit "D"**

**Examples of Building Design Standards and  
Period Appropriate Architectural Style**

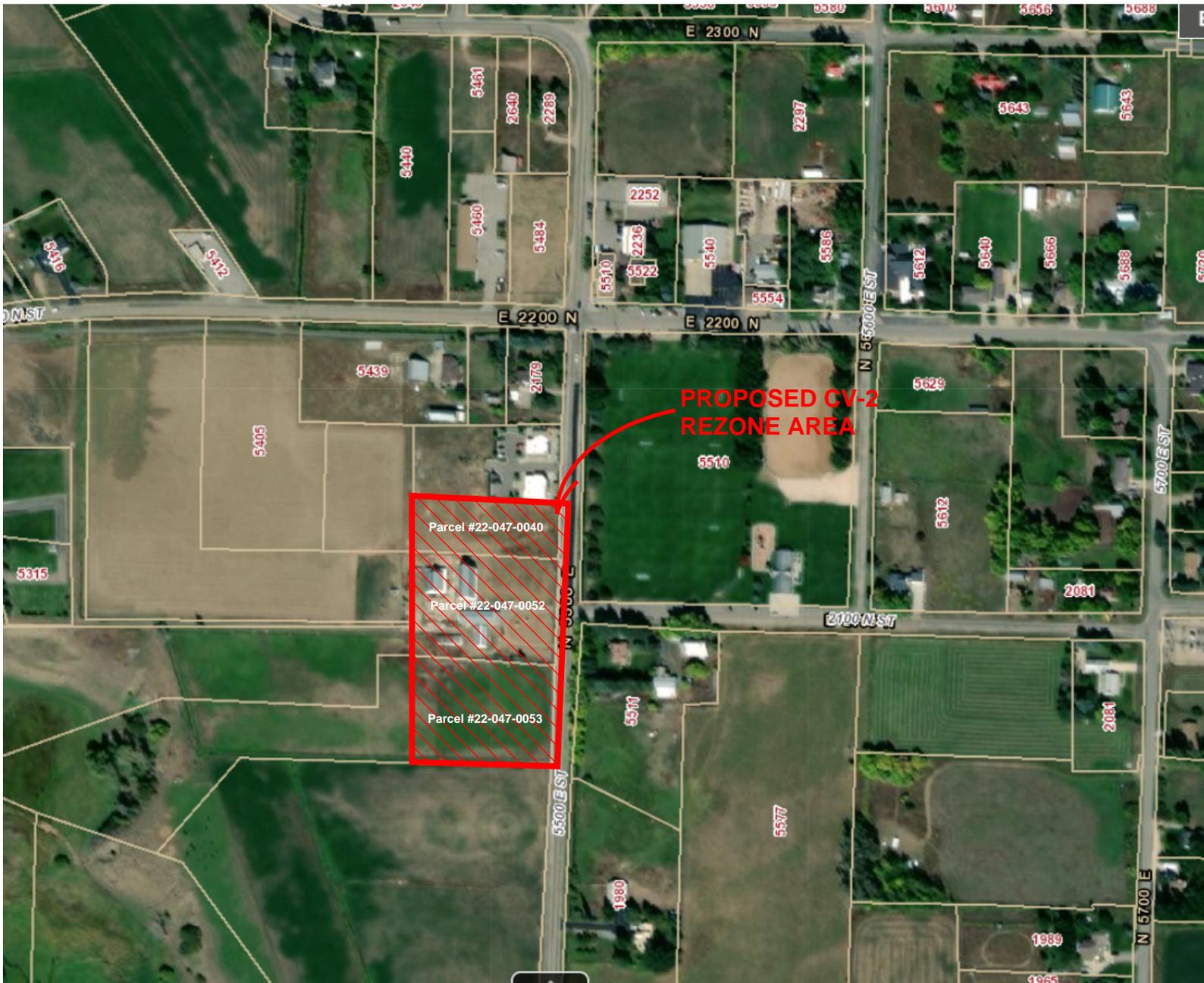
EXAMPLE OF BUILDING  
DESIGN STANDARDS



EXAMPLE OF PERIOD APPROPRIATE ARCHITECTURAL STYLE



## Vicinity Map



# Existing Zoning Map



# Proposed Zoning Map

