

## Meeting Procedures

### Outline of Meeting Procedures:

- ❖ The Chair will call the meeting to order, read the opening meeting statement, and then introduce the item.
- ❖ The typical order is for consent items, old business, and then any new business.
- ❖ Please respect the right of other participants to see, hear, and fully participate in the proceedings. In this regard, anyone who becomes disruptive, or refuses to follow the outlined procedures, is subject to removal from the meeting.

### Role of Staff:

- ❖ Staff will review the staff report, address the approval criteria, and give a recommendation on the application.
- ❖ The Staff recommendation is based on conformance to the general plan and meeting the ordinance approval criteria.

### Role of the Applicant:

- ❖ The applicant will outline the nature of the request and present supporting evidence.
- ❖ The applicant will address any questions the Planning Commission may have.

### Role of the Planning Commission:

- ❖ To judge applications based upon the ordinance criteria, not emotions.
- ❖ The Planning Commission's decision is based upon making findings consistent with the ordinance criteria.

### Public Comment:

- ❖ The meeting will then be open for either public hearing or comment. Persons in support of and in opposition to the application or item for discussion will provide input and comments.
- ❖ The commission may impose time limits for comment to facilitate the business of the Planning Commission.

### Planning Commission Action:

- ❖ The Chair will then close the agenda item from any further public comments. Staff is asked if they have further comments or recommendations.
- ❖ A Planning Commissioner makes a motion and second, then the Planning Commission deliberates the issue. The Planning Commission may ask questions for further clarification.
- ❖ The Chair then calls for a vote and announces the decision.

## Commenting at Public Meetings and Public Hearings

**Public comment may NOT be heard during Administrative items, the Planning Division Project Manager may be reached at 801-399-8371 before the meeting if you have questions or comments regarding an item.**

### Address the Decision Makers:

- ❖ When commenting please step to the podium and state your name and address.
- ❖ Please speak into the microphone as the proceedings are being recorded and will be transcribed to written minutes.
- ❖ All comments must be directed toward the matter at hand.
- ❖ All questions must be directed to the Planning Commission.
- ❖ The Planning Commission is grateful and appreciative when comments are pertinent, well organized, and directed specifically to the matter at hand.

### Speak to the Point:

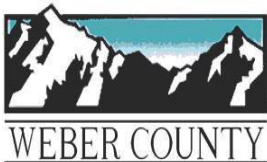
- ❖ Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- ❖ The application is available for review in the Planning Division office.
- ❖ Speak to the criteria outlined in the ordinances.
- ❖ Don't repeat information that has already been given. If you agree with previous comments, then state that you agree with that comment.
- ❖ Support your arguments with relevant facts and figures.
- ❖ Data should never be distorted to suit your argument; credibility and accuracy are important assets.
- ❖ State your position and your recommendations.

### Handouts:

- ❖ Written statements should be accurate and either typed or neatly handwritten with enough copies (10) for the Planning Commission, Staff, and the recorder of the minutes.
- ❖ Handouts and pictures presented as part of the record shall be left with the Planning Commission.

### Remember Your Objective:

- ❖ Keep your emotions under control, be polite, and be respectful.
- ❖ It does not do your cause any good to anger, alienate, or antagonize the group you are standing in front of.



## WESTERN WEBER PLANNING COMMISSION MEETING

### MEETING AGENDA

December 10, 2024

Pre-meeting 4:30/Regular meeting 5:00 p.m.



- Pledge of Allegiance
- Roll Call:

#### 1. Minutes:

08/13/2024

#### Administrative:

1. **LVC071824** - Consideration and action on a request for preliminary subdivision approval of Creekside at JDC Ranch Subdivision consisting of 119 units. Presenter: Tammy Aydelotte

#### Legislative Items:

- 1.1 **File #ZMA2024-14** - A public hearing on an application to rezone approximately 40 acres of land generally known as the Martini Family Trust land, located at approximately 4083 West 1400 South, from the A-1 zone to the R1-15 zone. Applicant: David Laloli Staff Planner Felix Lleverino

2. Public Comment for Items not on the Agenda:
3. Remarks from Planning Commissioners:
4. Planning Director Report:
5. Remarks from Legal Counsel

#### Adjourn to Work Session

#### Work Session Items:

**WS1:** WS1: A discussion regarding a zoning map amendment application and associated development agreement for the Gibson Farms Rezone, a master planned development that will rezone approximately 550 acres of property located within the area bounded by 12th Street, 4700 West, and the Weber River. The zone(s) being proposed will include a Master Planned Development Overlay Zone (MPDOZ), and may include a variety of Single-Family Dwelling (R1), Two-Family Dwelling (R2), and Multi-Family Dwelling (R3) zones, as well as commercial zones, or may include the creation of a new master-planned development zoning designation that is unique to the proposed development. Applicant: Black Pine Group.

The regular meeting will be held in the Weber County Commission Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.

*Public comment may not be heard during administrative items. Please contact the Planning Division Project Manager at 801-399-8371 before the meeting if you have questions or comments regarding an item.*

***In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8371***

## WESTERN WEBER PLANNING COMMISSION

August 13, 2024 Minutes

Minutes for Western Weber Planning Commission meeting and work session of August 13, 2024, 2380 Washington Blvd. 1<sup>st</sup> Floor Breakout Room

**Members Present:** Bren Edwards – Chair; Andrew Favero – Vice Chair; Cami Clontz; Casey Neville; Wayne Andreotti; Jed McCormick; Sarah Wichern

**Staff Present:** Rick Grover- Planning Director; Charlie Ewert – Principal Planner; Tammy Aydelotte – Planner III; Felix Lleverino – Planner II, Liam Keogh – Attorney; Tiffany Snider – Secretary

- **Pledge of Allegiance**
- **Roll Call:**
- **Minutes: No minutes to approve.**

### **Petitions, Applications, and Public Hearings:**

#### **1. Legislative items**

**1.1 ZMA2024-09:** A public hearing and consideration of a proposed rezone of approximately 26 acres from the A-1 (Agricultural) zone to the RE-15 (Single Family Residential) zone at approximately 550 South 4700 West. Applicant – Holland Group. Staff Presenter – Tammy Aydelotte.

Director Grover indicated the Planning Commission will forward onto the County Commissioners (Legislative Body) a recommendation for the proposal. The Planning Commission will need to be sure the proposal complies with the General Plan, open and close a public hearing with a motion, Tammy Aydelotte will be presenting.

Tammy Aydelotte presented to the Planning Commission a proposed rezone of approximately 26 acres from the A-1 (Agricultural) zone to the RE-15 (Single Family Residential) zone at approximately 550 South 4700 West. This was previously presented in July of 2023 to the Planning Commission under a different developer name. The reason it is being presented again is the developer is proposing a slightly different street alignment. Ordinance requires it to be presented again to the WWPC as a recommendation to the County Commission.

It is a 25.5-acre piece in the A-1 zone, located about 600 South 4700 West. The applicant is looking to rezone to R1-15. The application says RE-15, for the purposes of this application planning staff calls it an R1-15. General Plan applicability is presented as the following: "Rezoning property to a zone more reflective of the medium-sized residential designation is not intended to be freely available to any landowner within the designation. Rather, it should only be offered to land that provide commensurate public investment. When granting a rezone to a zone that provides greater land-use rights, the outcome, whether intentional or not, is a greater or more marketable land value."

“One criticism of development is that it creates profits for the landowner or developer while adding costs to the community. To address this concern, a landowner or developer looking to rezone into this zone should be required to provide a public benefit that is commensurate with the benefits of the landowner or developer will enjoy by developing.” Page 37, 2022 Western Weber County General Plan.

“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 1.4.”

The Smart Growth offerings are public street and trail connectivity. They are proposing 2 connections from the north, west, east and one to the south along with pathways throughout the development. Planning reviews connectivity according to block length standards. Additionally, the applicant is proposing a contribution of \$7,500 per lot of open space (\$555,000) to the Taylor-West Weber park district. The applicant has received a letter in support of the proposed contribution.

The applicant is proposing 74 dwelling units. Density for the R1-15 is calculated by taking the gross area and dividing it by 15,000 square feet. If lots average 15,000 square feet, it offers the developer some variety of lot sizes and achieve house affordability goals per the general plan.

Staff recommends approval of this proposal based on connectivity and open space contributions.

Questions for staff or developer.

Casey Neville – Clarify why staff is suggesting the R1-15 zone instead of RE-15.

Tammy Aydelotte – The ordinance was adjusted for the West Weber area. The RE-15 is typical for the Uinta area. Development standards are similar but the R1-15 was specifically created for the West Weber area.

Sarah Wichern – RE-15 zone does not allow for lot averaging but the R1-15 zone does.

This was confirmed by staff.

The chair calls for a motion to open the meeting to public comment. Casey Neville moved to open the meeting for public comment. Motion draws a second. The chair called for a vote. All present voted “aye”; motion passed. The meeting was opened as a public hearing.

### **Public Comments**

Kevin Blanch 573 South 4700 West

- Concerns – Hooper irrigation canal runs through the middle of the property. His brother is in litigation over the canal easement. What is the development planning to use for sewer? The only way to connect is with a pump station. It is against county and state law to use septic tanks. Mr. Blanch wants to see escrowed funds for the pump station before a rezone is granted. Mr. Blanch stated he would not allow the developer to connect to his property. Mr. Blanch wants a plan for infrastructure in place prior to the rezone being approved.

No more public comments. Chair asked for a motion to close the meeting to public comment. Casey Neville moved to close meeting for public comment. Motion drew a second. Vote was taken and passed. Meeting was closed to public comment. Public hearing is over.

Bren Edwards

- 1<sup>st</sup> concern to address is sewer. There was an extensive sewer study done with a previous rezone approved on the west side of 4700. A regional lift station is being built to accommodate development. An infrastructure plan is in place. The PC has seen letters from water (both culinary and secondary) and sewer. Chair explained that infrastructure has been addressed. Regarding the litigation, the development in question is on the other side of the easement and feeling it wouldn't come into play.

Sarah Wichern

- Addressed connection concerns. The PC plans for the future but realizes that current landowners may not be the same as future landowners. The PC objective is not taking land from people to build roads. However, people move or pass away and the PC wants to make sure that current development is set up in such a way to serve the future community.

Trek Loveridge (representing the developer)

- Working with UDOT and traffic engineers.
- Pathways (north and east): Feels the pathways will not get a lot of use as they do not lead anywhere but are willing to oblige if that is the desire of the PC.

Andrew Favero

- Feels the pathway to the south will get used due to a future school. Can take or leave the one to the north and east.

Sarah Wichern

- Discussed relocating the pathway along the canal, on the south side of the property. Currently, there is a home in the way. The PC is asking the developer to work out an easement with the property owner or divert the pathway around the house.

Bren Edwards

- Has concerns with path being along the back of the property due to flooding.

Charlie Ewert

- Suggested the developer secure an easement along the south side of the property along the canal and not build a pathway now. The developer will be required to build curb and gutter, not the pathway. It would be for the future. This would allow the County to work with the canal company to address flooding issues now or in the future.

Casey Neville

- Clarifying the pathway would be 4' instead of 10' along the canal.

Charlie Ewert

- If it is sidewalk and pathway the sidewalk would be 4', the pathway 5'. Also, there needs to be a pathway on 4700 West as well.

Andrew Favero

- Concerned that if a current or future landowner wants to vacate the easement in the future that it does not get approved.

Sarah Wichern

- Where is the staff recommendation for the pathway along 4700 West. It is missing from the developer's map. Developer will add it. Wants clarification about the width of the easement on the south side along the canal.

Charlie Ewert

- Using street connectivity standards with a solid fence 30'. It would be 15' if they had a slated fence.

Trek Loveridge

- Windmill West project is utilizing the open canal and plan to have it open along the regional pathway. Possibly have something like that for this development. Clarification is the PC is asking for a 12' ROW along the entire southern boundary of the development. Yes.

Bren Edwards

- Calls for a motion

Sarah Wichern

- Makes a motion for a positive recommendation to the County Commission for file ZMA2024-09, an application to rezone approximately 25.69 acres of land located at approximately 600 South 4700 West, from the A-1 zone to the R1-15 zone. Making the motion with some recommendations.
  1. Concept plan update:
    - a. Provide concept plan amendments for compliance with connectivity standards.

- b. Provide or contribute towards a non-street adjacent pathway to the south of project, as generally depicted on the general plan's future land use map.
  - c. To give the property owner the entire benefit of the rezone, instead of listing the proposed number of lots in the development, the concept plan and development agreement should rely on the county's adopted maximum density calculations to govern density. If the developer may choose to plat less than the maximum at its option.
2. Parks, open space, and trails:
    - a. Obligate applicant to install all pathways outlined in the development agreement. If phased, ensure a proportionate amount of pathway and appurtenances is installed both within the phase and, if different, along the canal to the south. Follow the adopted 10-foot paved or concrete pathway standards in the Land Use Code. \*\*\*\*\*The following adjustments were made. A pathway along the south boundary of the development from properties 60-55 mark a 12.5' easement and an additional easement on the west of lot 60 a 12.5' easement.\*\*\*\*\*
    - b. Each pathway and sidewalk within the development should be lined with shade trees in intervals and of species such that the crown of one tree, on average at maturity, will touch the crown of the next tree. Use at least three different tree varieties dispersed in a manner to avoid transmission of pests/disease.
  3. Air quality: Require each residence greater than 1800 square feet or not otherwise deed restricted for moderate income housing to:
    - a. Be constructed to an energy efficiency rating that is one climate zone colder than the area.
  4. Weber County's outdoor lighting code should be applied to all lighting in the project.

Planning Commission recommendation is offered with the following findings:

1. After the considerations listed in this recommendation are applied through a development agreement, the proposal generally supports and is anticipated by the vision, goals, and objectives of the Western Weber General Plan.
2. The project is beneficial to the overall health, safety, and welfare of the community, as provided in detail in the Western Weber General Plan.
3. A negotiated development agreement is the most reliable way for both the county and the applicant to realize mutual benefit.

Motion for a 2<sup>nd</sup> is given. Vote taken, all voted aye. Motion passes.

**1.2 ZTA2024-03 and GPA2024-03:** A public hearing for a general plan amendment for, and discussion and possible decision regarding, the Taylor Landing Subdivision rezone, a rezone of approximately 78 acres from the A-1 zone to the R1-15 zone and approximately 32 acres from the A-1 zone to the O-1 zone, at approximately 3900 West, 1800 South. Applicant - Heritage Land Development LLC. Staff Presenter - Charlie Ewert

Director Grover indicated the Planning Commission will forward onto the County Commissioners (Legislative Body) a recommendation for the proposal. The Planning Commission will need to open and close a public hearing with a motion, Charlie Ewert will be presenting.

Director Grover will need to be excused for the remainder of the meeting. Charlie Ewert stepping in for Director Grover.

#### Charlie Ewert

- This was previously presented and tabled by WWPC because a General Plan amendment was needed. In addition, better discussion was needed regarding open space donation to the park district. This application includes both the rezone and general plan amendment requests.
- In order to develop Phase 6 the landowner is willing to donate 22 acres to the park district. The landowner is also willing to donate water to the park district.
- With regard to development rights, if all property were developed, including parts that have already been developed, were to be rezoned to the R1-15, there are 89 additional lots that could have come out that property. This wasn't allowed to happen due to lack of street and pathway connectivity. There may be a way to earn back some of those lots as long as they aren't in this subdivision and moved to a different location (TDR). TDR's would be used as an incentive to gain more connectivity. Compensation for phases 1-3 is less than 4-5 due to existing development. Phases 4-5 have just been approved, thus more flexibility. Looking at this in two different ways:
  - Is there enough open space contribution for phase 6 to occur? Phase 6 is proposed to occur right on Phase 4-5 open space. Essentially the open space for phases 4-5 would be traded for an additional 22 acres of park donation (for a total of 32 acres) plus water for irrigating the park. Is this an equitable enough exchange for approval?
  - The numbers: If the landowner offers a \$7,500 per lot donation, this equates to around \$1,000,000 to the park district. The developer is offering land (valued around \$700,000) and water (valued from \$180,000-\$300,000 depending on if they are junior or senior water rights) instead. Sarah Wichern clarified where the values for the land are coming from. These values are taken from the assessor's office and values of other open space parcels in cluster subdivisions.
  - Staff is recommending the entire Taylor Landing development be rezoned to the R1-15 zone and abandon the Cluster Subdivision for this area. All of the existing lots conform to the R1-15 zone.
  - If the PC doesn't want to rezone the area you can look at rezoning just phases 4-5 open space, excluding phases 1-3. The 32 acre park would be zoned open space per the current future land use map.
  - This fits with the General Plan by offering medium to large residential lots and using density averaging. If the landowner/developer uses suggested street connectivity it feeds directly into medium to large residential lot and density averaging general plan stipulations.
  - Staff is also requesting bulbouts or rapid flashing beacons.



Staff is recommending approval based on the following from the packet:

- The concept plan should be updated to reflect the street and pathway connections displayed in **Exhibit C** attached to the staff memo for this meeting.
- Parks and open space:
  - Donation or dedication of the proposed park acreage to the park district shall occur when the first plat is recorded for the property.
  - Water rights and water access/flow shall be provided to the Parks District sufficient to maintain the park's planned vegetation in a healthy manner.
- Trails/pathways:
  - All trails, pathways, and sidewalk that will be dedicated to and maintained by the County or local park district shall be constructed of six-inch thick concrete. Trails, not sidewalks, may be asphalt if maintained by an HOA.
  - An east/west pathway connection through Phase 6 shall be provided from the park on the west through the development and to the western edge of the Winston Park Subdivision, and general displayed in **Exhibit C** of this memo. This provision may be waived if a pathway stub is not and will not be provided to the property from the Winston Park Subdivision.
  - The 3900 West side pathway may deviate from the street right-of-way and run along the park's eastern border before joining back to the 3900 West street right-of-way. If it does not and it runs along 3900 instead, at least three points of access of similar width shall be provided from it to the park property.
  - Where a pathway crosses 3900 West, a curb bulbout shall be provided on both sides. A user activated flashing beacon shall be installed on both sides at each pathway crossing, and a crosswalk and appropriate crosswalk signage shall be installed for each crossing.
  - South of the park, the 3900 West pathway shall be installed on the west side of the right-of-way.
  - At the intersection of 3900 West and 2200 South, a crossing shall be provided for the 3900 West pathway, to connect it to the sidewalk on the south side of the intersection. A curb bulbout shall be provided on both sides of 2200 south. A user activated flashing beacon shall be installed at the pathway crossing for both sides, and a crosswalk and appropriate crosswalk signage shall be installed.
  - Each pathway and sidewalk within the development should be lined with shade trees in intervals and of species such that the crown of one tree, on average at maturity, will touch the crown of the next tree. Use more than one tree variety dispersed in a manner to avoid transmission of pests and disease.
- Streets:
  - The applicant's portion of 3900 West shall be installed to 2200 South as part of this development and development agreement. The applicant shall be responsible for the width of the entire 3900 West, except utilities or sidewalk east of the eastern curb and gutter shall not be required.
  - Any lot that rears or sides on 1800 South Street should be screened with an attractive fence or wall that is visually consistent with other proposals in the area.
  - 1800 South Street should be dedicated and designed as an 80-foot right-of-way.

- Streets should be stubbed to adjacent property as shown on the concept plan, and connected to any streets stubbed to the property, if any.
- The applicant should work with staff to create a street cross section for the streets in the project. The street cross sections should generally reflect those adopted in recent development agreements.
- All overhead power both within the project and within any street right-of-way or utility easement should be undergrounded.
- Lots:
  - Lot widths may be allowed to be decreased to no less than 50 feet, rather than 60 feet.
  - Air quality: Require gas appliances have a minimum 95 percent efficiency rating.
- Apply the Weber County Outdoor Lighting Code to all outdoor lighting in the project.
- Transferable development rights (TDRs): The applicant is entitled to perform to earn no more than 89 TDRs by retrofitting Phases 1-5 for better connectivity. Up to 10 of these TDRs may be platted within Phases 4-6 of Taylor Landing. In the event Developer is unable to earn all 89 TDRs, the unearned difference shall be awarded if the resulting transferred units are deed restricted in favor of the Weber Housing Authority for Moderate Income Housing.

**End of Presentation, questions for staff:**

Bren Edwards

- Would rather have an ordinance in place for TDR's in West Weber prior to using them as a negotiating tool for legislative items. Feels that because 1-3 is already built it will be difficult to get trails built through there after the fact.
- See benefit from the park. Wants more water. Connection needs to be made with phases 4-5 and connection with 3900. Pathways are platted between lots 90-91 & 79-80. Also, 9-10. Staff had recommended a TDR exchange for these pathways. PC can just stipulate they are required for the rezone, no exchange for TDR's. Doesn't like pathways through 17-18 & 29-30 or 99-100 & 101-102.

Casey Neville

- Clarification of 72 addition lots when the developer could be asking for 89.

Charlie Ewert

- If the developer asked for 89, the entire development would need to be re-platted due to the current road configuration.

Bren Edwards calling for a motion to open a public meeting. Motion draws a 2<sup>nd</sup>. Vote is taken, all voted aye to open the public meeting.

**Public meeting now in session.**

Brady Wilcox 2028 South 4300 West

- Would like to see the pathway between lots 70-71 extended as it ends at the property line and is unkempt. Happy with the limit of 72 instead of 89.

David Whitaker 3695 W Glenna Way

- Developer requested participation in the cost of the laterals. Still waiting on cost estimates. Not excited about expanding 3900 West. Not telling others what to do with their property. Would like utilities at a discounted rate. Doesn't want the county to put in something he is responsible for maintaining.

Bren Edwards calls for motion to close public hearing. Motion is made to close public hearing. Motion draws a second. All commissioners vote aye. Motion to close public hearing passes. Public hearing is closed.

### **Commissioner discussion**

Bren Edwards

- Agrees the pathway between lots 70-71 needs to be extended and finished. Connect it to the pathway between lots 99-100.

Casey Neville

- If the developer hasn't come to an agreement with the landowner about 3900 how does that work with the WWPC process for approval? If we approve it and they don't come to an agreement does our approval mean anything?

Charlie Ewert

- The Whitakers own a little more than to the center of 3900 West. If 3900 is part of the development then there needs to be an exchange of property. The applicant could push it over to his side.

Bren Edwards

- Would like to see utility stubs in now so it avoids the cutting of a new road in the future.

Sarah Wichern

- What utilities do they have running along that road right now? None. The utilities will need to be in place if the Whitakers develop. Clarifies that the County does not have control over pricing of development for utilities. It is through the contractor. No TDR. Supports rezone. Road and park dedication.

### **Questions for the developer**

Aaron Robertson 2650 Washington Blvd

- If the numbers as suggested by staff work, the developer will cooperate. If they don't, they will move forward as currently approved. The expansion of 3900 is very expensive because of the canal that is there. TDR's are important to us due to previous approvals expiring. Would rather supply bulbouts instead of rapid flashing signs.

Sarah Wichern

- Makes a motion to forward a positive recommendation to the County Commission for file ZMA2024-03 an application to rezone approximately 104.54 of land located at approximately 3900 West 1800 South from the A-1 zone to the R1-15 zone and 31.81 acres of land to the O-1 zone, as illustrated in Exhibit C of the packet. And in the same zone amend the general plan from parks and rec to medium-large lot residential. I do this with the following additions, edits, or corrections. WWPC will include all of the recommendations from today's memo excluding the TDR components. On #3 (trails and pathways) we will include all connections in phases 4-6 and all possible developments in phases 1-3. In phases 4-6 WWPC is looking for one option to get connection from the gravel pathway near lot 101, not two options. I do this with the findings from today's packet.

Motion draws a second. A vote is taken, all commissioners vote aye. Motion passes.

**1.3 ZTA2024-06:** A public hearing and consideration of a proposed rezone of approximately 2.62 acres located at approximately 2000 South 4300 West from the A-1 (Agricultural) zone to the R1-15 (Single Family Residential) zone. Applicant – John Gonzales. Staff Presenter – Charlie Ewert

Charlie Ewert

- 2.62 acres, two subdivision lots from Sunset Equestrian Development. 2-3 different applicants are working together to rezone 2-3 parcels. Originally only 2 applicants, Daniel Davis may want to join the application as his parcel sits adjacent to one of the applicants.
- The general plan currently shows future plans for these lots are medium-large residential lots. Density averaging play a part in this as well. If approved, the applicants are willing to preserve a street ROW through their open space parcels that will stub to the northern property line and could extend into and connect the streets previously approved (but not yet constructed) in the Taylor Landing Subdivision. The applicants are looking to subdivide in the future with the rezone approval. This would be based on street connectivity incentivized rules. Because of this driving force there will need to be a Development Agreement in place.

#### **Questions for Staff**

None

Chair calls for a motion to open a public hearing. Motion to open a public hearing. Motion draws a second. All commissioners vote aye. Meeting is open to a public hearing.

**Public Hearing is open**

Daniel Davis 1968 South 4300 West

- Owns 3<sup>rd</sup> property. Just moved in. Trying to understand what this request really is. Moved into property without knowledge of the development behind his property. He purchased it for the open space. Has since found out he cannot do with this property what he wants.

Brady Wilcox 2028 South 4300 West

- Has a concern with water. Rain does not absorb into soil quickly. Drainage area doesn't support more homes. Concerns with flooding.

Chuck Spurrier 1984 South 4300 West

- Purchased land hoping to have animals (small farm). Wasn't aware of a school or development going in near his property. Trying to conform to the general plan.

Chair is looking for a motion to close the public hearing. Motion made to close public hearing. Motion draws a second. All commissioners vote aye. Meeting is out of public hearing.

Bren Edwards

- Only concern is making sure the easement for the detention basin remains and the lots that are already there are taken care of. This cleans up the area and falls more in line with the general plan.

Sarah Wichern

- Only option for structures on the Davis land is agricultural. The connectivity incentivized changes would stub a road through Mr. Gonzales and Mr. Spurries land to the Davis parcel.

Charlie Ewert

- Mr. Davis can be part of the approval to rezone and not put the road through on his property until he is ready to develop. There is a section in code that says if you have two stubs to your property, if you want to develop, you have to tie into those two stubs. In addition, the County will make him sign a DA. All applicants will have to address drainage whenever they develop.

Jed McCormick

- Wants to give Davis time to research options and opt out by the time it gets to the County Commission.

Liam Keogh

- PC can recommend a rezone without Davis permission. It won't rezone his property but gives him time to opt out prior to the presentation to the County Commission.

Bren Edwards

- Calls Mr. Davis to see if he is comfortable with the PC recommending rezone with an option to pull his request prior to presentation to the County Commission. Mr. Davis said it was fair to him.

Chair calls for a motion.

Andrew Favero makes a motion, using today's packet, to forward a positive recommendation to the County Commission, adding into that recommendation the addition of Mr. Davis's property that is directly to the north of the proposed application. All other findings and recommendations stand contained in today's staff report.

Motion draws a second. All commissioners vote aye. Motion passes.

#### **Public comment on items not on the agenda**

- None

#### **Remarks from Planning Commissioners**

Sarah Wichern

- Concerned with general plan amendments have too many people involved and driving up costs. Concerned with flipping the zoning and increasing cost before they get to the homeowner.

Jed McCormick

- Concerned with the infrastructure not being there and waiting too long for it to be developed. These costs could be driven by waiting.

Bren Edwards/Wayne Andreotti

- Both feel it is landowners right

Charlie Ewert

- The WWPC can tie stipulations to General Plan amendments and development agreements.
- Development agreements typically expire within 10 years. If there is a rezone tied to the development agreement, the rezone expires with the DA.

#### **Acting Director Charlie Ewert**

- Change of date for next meeting

#### **Remarks from Legal Counsel**

- None

Chair calls for a motion to adjourn to a work session. Motion made and draws a second. All in favor, all ayes, motion passes. Meeting was adjourned to a work session.

**Work Session Items**

WS1: Westbridge Meadows Rezone and Zoning Text Amendment Resubmittal Discussion

- Trying to match general plan. Using plans successful by others without submitting for an overlay zone.

WS2: A discussion on a rezoning of land from A-1 to R1-15 for 65 acres owned by the Meibos Family LLC, located at 639 South 6700 West.









# Staff Report to the Western Weber Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Agenda Item:** LVC071824. Consideration and action on a request for preliminary subdivision approval of Creekside at JDC Ranch Subdivision consisting of 119 units.

**Agenda Date:** Tuesday, December 10, 2024

**Application Type:** Subdivision, administrative

**Applicant:** Steve Anderson

**File Number:** LVC071824

### Property Information

**Approximate Address:** 2800 W 2875 N

**Project Area:** 27.375 acres

**Zoning:** R-3

**Existing Land Use:** Vacant

**Proposed Land Use:** Residential

**Parcel ID:** 19-019-0021

### Adjacent Land Use

<b>North:</b> Vacant	<b>South:</b> Future Orchards at JDC Ph 4
<b>East:</b> Residential (Farr West City)	<b>West:</b> Vacant

### Staff Information

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

**Report Reviewer:** FL

## Applicable Ordinances

- Title 101 (General Provisions) Section 7 (Definitions)
- Title 104 (Zones) Chapter 12, Residential Zones
- Title 106 (Subdivisions)

## Background and Summary

9/8/2023 – Zoning Development Agreement for JDC Ranch recorded

3/15/2024 – Application for final approval of The Orchards Phase 4 accepted by Weber County

5/22/2024 – Final approval granted for The Orchards Phase 3

6/12/2024 – Final approval granted for The Villas at JDC Ranch

7/30/2024 – Amendment to recorded ZDA for JDC Ranch was approved by the Weber County Commission

8/13/2024 – Orchards Phase 1 final plat recorded

10/17/2024 – Orchards Phase 2 final plat recorded

Creekside at JDC Ranch Phases 1-8 includes 119 detached single-family lots with 4.23 acres of open space.

So far, the Master Developer received approval for 262 out of the recently approved 1000 units allowed under the development agreement. With the addition of these 119 units, the developer will have approvals for 381 out of the recently approved 1000 units, leaving 618 residential units left to plat in other phases of development.

The proposal follows the development agreement that has been recorded to the property. The following is an analysis of the project and how it complies with the land use code and development agreement.

## Analysis

General Plan: The Western Weber General Plan anticipates a mixed-use commercial and mixed-use residential village in this location. The proposal is for the mixed-use residential portion of this planned village.

Zoning: The subject property is located in the R-3 zone. The following is the purpose and intent of the R-3 zone:

*“The purpose of the R3 Zone classification is to provide residential areas that will accommodate the development of dwelling types from Single-Family Dwellings through Multiple-Family Dwellings with their associated necessary public services and activities. It is also to provide an orderly transition from less intensive, lower density uses to more intensive, higher density uses. Any R-3 zone shown on the zoning map or elsewhere in the Land Use Code is synonymous with the R3 zone.”*

Lot area, frontage/width and yard regulations: Creekside at JDC Phases 1-8 are located in the R-3 zone. R-3 allows single-family lots that have no minimum lot area or width.

Master Plan and Development Agreement: The Creekside Phases 1-8 are located in the East Central and Northeast Villages of the JDC Ranch Master Plan, as shown in the development agreement.

Common and Open Space: The preliminary plan includes 4.23 of open space, some of which will be maintained by the HOA, and the remainder (stormwater detention area) will be maintained by Weber County. The proposed open space with this project is not part of the public open space that is required to be dedicated to the public, however, there is a 10’ public pathway that shall be dedicated along the eastern boundary of this development, per the recorded development agreement. The final plats for each phase will be required to indicate how the open space will be owned/dedicated.

Culinary water and sanitary sewage disposal: Preliminary will-serve letters have been provided by the Bona Vista Water Improvement District for culinary water, Weber-Box Elder Conservation District for secondary water. The Creekside development is annexed into the Central Weber Sewer District. The culinary and secondary water providers will need to submit final approval letters before recording the final plat.

Public street infrastructure: The proposal includes 50 and 60 ft wide streets connecting the public street infrastructure to the future Orchards phase 4. The proposed streets will need to be labeled as public on the final plat, as a condition of approval. Proposed alleys will be 20’ wide, along with 6’ and 10’ wide trails throughout.

The county subdivision code 106-2-2.040 states that before more than 30 lots are allowed, an egress needs to be provided to an existing public street that is not temporarily terminal. A condition of preliminary approval is that the applicant show an egress to an existing, dedicated public street

Street cross sections will be verified for compliance with the development agreement once final improvement drawings are submitted for each phase. There are no public trails planned through this project, other than sidewalks or within the public streets.

Review Agencies: This preliminary plan has been reviewed by the Planning Division and the Weber Fire District. The final subdivision plat and improvement drawings will be reviewed by the county surveyor and engineering division.

### Planning Division Recommendation

The Planning Division recommends preliminary approval of Creekside at JDC Ranch Phases 1 through 8, located at 2850 W 2600 N, consisting of 119 single-family lots. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

1. Final letters of approval shall be submitted from the culinary and secondary water providers prior to recording the final plat.
2. Dual ingress/egress needs to be provided/shown on the final plat to an existing public street that is not temporarily terminal before any final plats can be considered.
3. Open spaces will need to be properly labeled as common area, with appropriate dedication language, on each final plat.
4. Street cross sections will be verified for compliance with the development agreement once final improvement drawings are submitted for each phase.

This recommendation is based on the following findings:

1. The proposed subdivision conforms to the Western Weber General Plan.
2. The proposed subdivision complies with applicable County ordinances and development agreement.

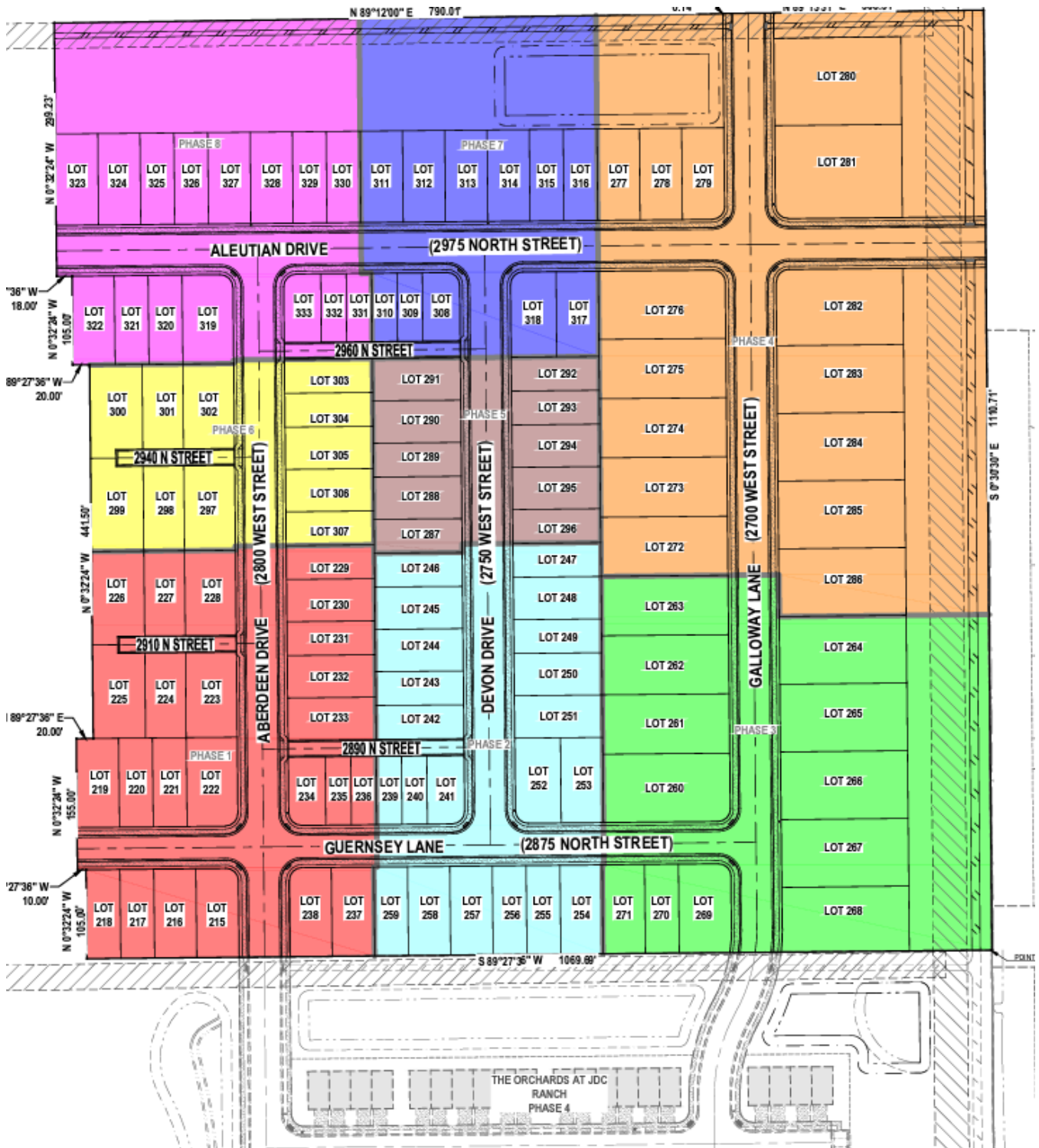
### Exhibits

- A. Preliminary plan
- B. Feasibility Letters

# Location map



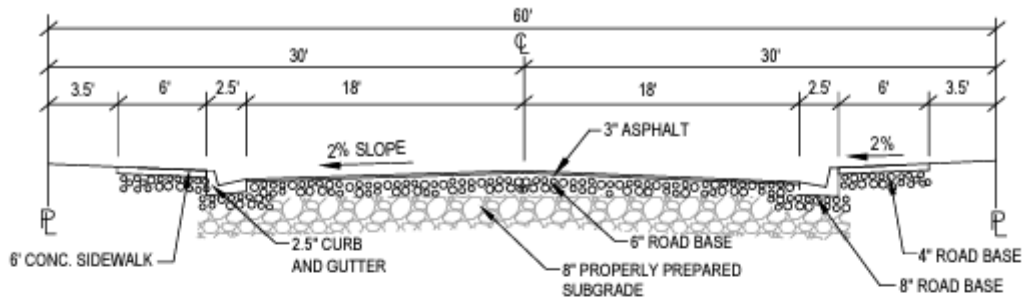
Exhibit A - Preliminary Plan



LAND USE TABLE		
DESCRIPTION	AREA (SF)	TOTAL LOTS
PHASE 1	165,121 SF	24
PHASE 2	129,351 SF	21
PHASE 3	192,070 SF	12
PHASE 4	316,387 SF	15
PHASE 5	60,000 SF	10
PHASE 6	73,608 SF	11
PHASE 7	111,420 SF	11
PHASE 8	144,489 SF	15
TOTAL AREA	1,192,446 sq.ft 27.37 acres	119

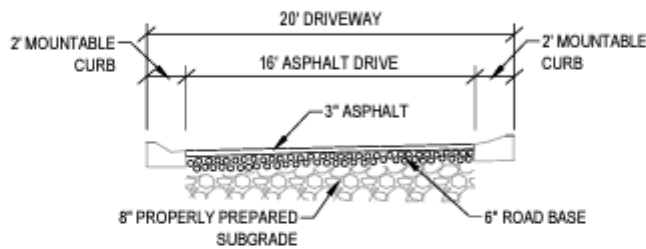
1 TYPICAL 50' STREET CROSS SECTION

SCALE: NONE



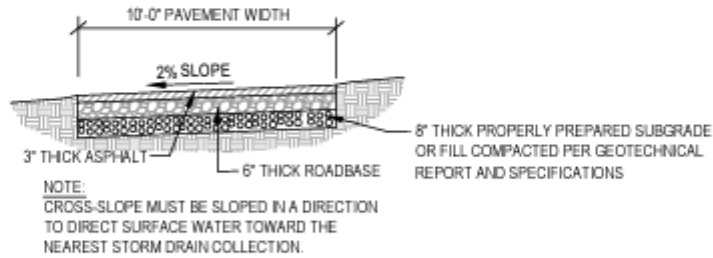
2 60' STREET CROSS SECTION

SCALE: NONE



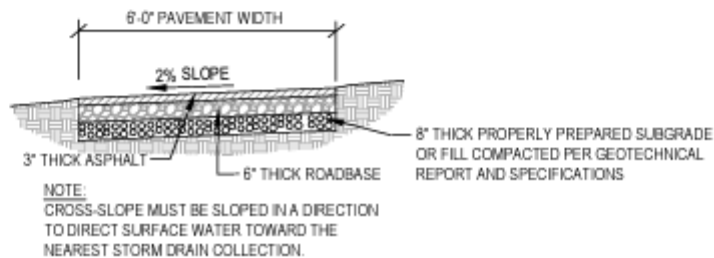
3 ALLEY SECTION

SCALE: NONE



4 CLASS 1 TRAIL SECTION

SCALE: NONE



5 CLASS 2 TRAIL SECTION



## ***Bona Vista Water Improvement District***

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

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July 23, 2024

To Whom it May Concern:

RE: **AVAILABILITY LETTER** – Creek Side At JDC Ranch

The development is located at approximately 2800 West 2600 North and has 119 lots/units .

This letter is **ONLY** to state that the above named project is in the boundaries of the Bona Vista Water Improvement District and water will **ONLY** be available under the following conditions:

- The property is annexed into the District, if necessary.
- The subdivision utility plan is reviewed and approved by the District.
- Review fees are paid to the District.
- Proof of Secondary Water is provided to the District.

The non- refundable fee for the plan review is \$450 plus \$75 per lot residential and commercial \$1000.00 plus \$300.00 an acre and includes running one fire flow model. We consider this fee to be minimal and is only to cover the cost of review by the District administration, inspectors, and the District Engineer. If additional models are requested, supplementary fees will be required. Only the phase in consideration is guaranteed service, and the plan review is good only for a period of one year from the date of the will serve letter, if not constructed.

Furthermore, the District's responsibility is to provide flow and pressure to the development. The Developer and his Engineer are responsible to provide proper flow and pressure throughout the development. This may require some over-sizing within the development, as determined by the District.

This letter is the first of two letters that will be issued for this development. Following the acceptance of the above conditions the District will issue the "Will Serve" letter.

This subdivision, like all other subdivisions, must have a secondary water system for all outside irrigation usage. Prior to the District accepting connection fees, the owner or developer must furnish proof of secondary. If you have any questions please call 801-621-0474, ext 207.

Sincerely,

Matt Fox  
Assistant Manager

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**Board of Directors**

Scott VanLeeuwen, Chairman – Marriott/Slaterville  
Michelle Tait, Vice Chairwoman - Harrisville  
Z. Lee Dickemore – Farr West  
Jon Beesley – Plain City

**Management**

Blake Carlin, Manager  
Matt Fox, Assistant Manager  
Marci Doolan, Office Manager





September 5, 2024

Plain City Planning  
Re: Creekside at JDC Ranch

To Whom It May Concern:

We have reviewed the plans for the Creekside at JDC Ranch development at approximately 2800 W 2600 N. This property is currently not part of our water district. The owner of this property will need to complete inclusion requirements, pay the required fees and provide water shares to bring the property into the water district. We will service this development after the inclusion requirements have been met and construction is completed.

Please contact me with any questions or concerns.

Sincerely,

Brooke Harris  
bharris@pineviewwater.com  
Assessment Clerk  
801-622-4355



## Central Weber Sewer Improvement District

August 21, 2023

Steve Burton  
Weber County Planning Commission  
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: JDC Ranch  
Sanitary Sewer Service  
Will Serve Letter

Steve:

At the request of Steve Anderson of Nilson Homes, for JDC Ranch 725 residences and 175 residential Phase 1 located approximately 2850 W 2600 N. Ogden, Utah. This property has previously been annexed into the district. We offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, Central Weber has the capacity to treat the sanitary sewer flow from this subdivision. The Inasmuch as system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.
2. If any connection is made directly into Central Weber's line the connection must be inspected by Central Weber while the work is being done. A minimum of 48-hour notice for inspection shall be given to Central Weber prior to any work associated with the connection.
3. Central Weber will not take ownership or responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.
4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. Central Weber's Wastewater Control Rules and Regulations state:

*Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.*

5. Impact fees will need to be paid to Central Weber Sewer Improvement District no later than the issuance of any building permits. Annexation Book 86 page 6.



## Central Weber Sewer Improvement District

If you have any further questions or need additional information, please let us know.

Sincerely,

Clayton Marriott

Digitally signed by Clayton Marriott  
DN: C=US,  
E=Claym@centralweber.com,  
O="CENTRAL WEBER SEWER",  
OU="CENTRAL WEBER SEWER",  
CN=Clayton Marriott  
Reason: I am the author of this  
document  
Date: 2023.08.21 10:12:46-08'00'

Clay Marriot

Project Manager

CC: Kevin Hall, Central Weber Sewer  
Paige Spencer  
Steve Anderson



# Staff Report to the Western Weber Planning Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** File #ZMA2024-14, A public hearing on an application to rezone approximately 40 acres of land generally known as the Martini Family Trust land, located at approximately 4083 West 1400 South, from the A-1 zone to the R1-15 zone.

**Agenda Date:** December 10, 2024

**Applicant:** David Laloli

**File Number:** ZMA2024-14

**Frontier Project Link:** <https://frontier.co.weber.ut.us/p/Project/Index/21163>

### Property Information

**Approximate Address:** 4083 West 1400 South, Unincorporated West Weber

**Current Zone(s):** A-1 Zone

**Proposed Zone(s):** R1-15

### Adjacent Land Use

<b>North:</b> Large-lot residential, Agriculture	<b>South:</b> Residential
<b>East:</b> Large-lot residential, Agriculture Subdivision)	<b>West:</b> Residential (Anselmi)

### Staff Information

**Report Presenter:** Felix Lleverino  
fleverino@webercountyutah.gov  
801-399-8767

**Report Reviewer:** CE

## Applicable Ordinances

§Title 102, Chapter 5 Rezone Procedures.  
§Title 104, Chapter 2 Agricultural Zones.  
§Title 104, Chapter 12 Residential Zones.

## Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

## Summary and Background

The applicant's proposal is to rezone the Martini Family land from Agricultural A-1 to the R1-15 zone for the purpose of creating a residential development.

This rezone, if approved, is recommended to be accompanied by a development agreement. Through this development agreement, the county can capture additional considerations unique to the property. The change in zoning will apply to the entire 40-acre parcel and the standards in the development agreement will apply to all lots within the rezone boundary.

In a work session with the planning commission that took place on November 13, 2024, the planning commission was willing to entertain the possibility for town houses on the large lot that will remain owned by

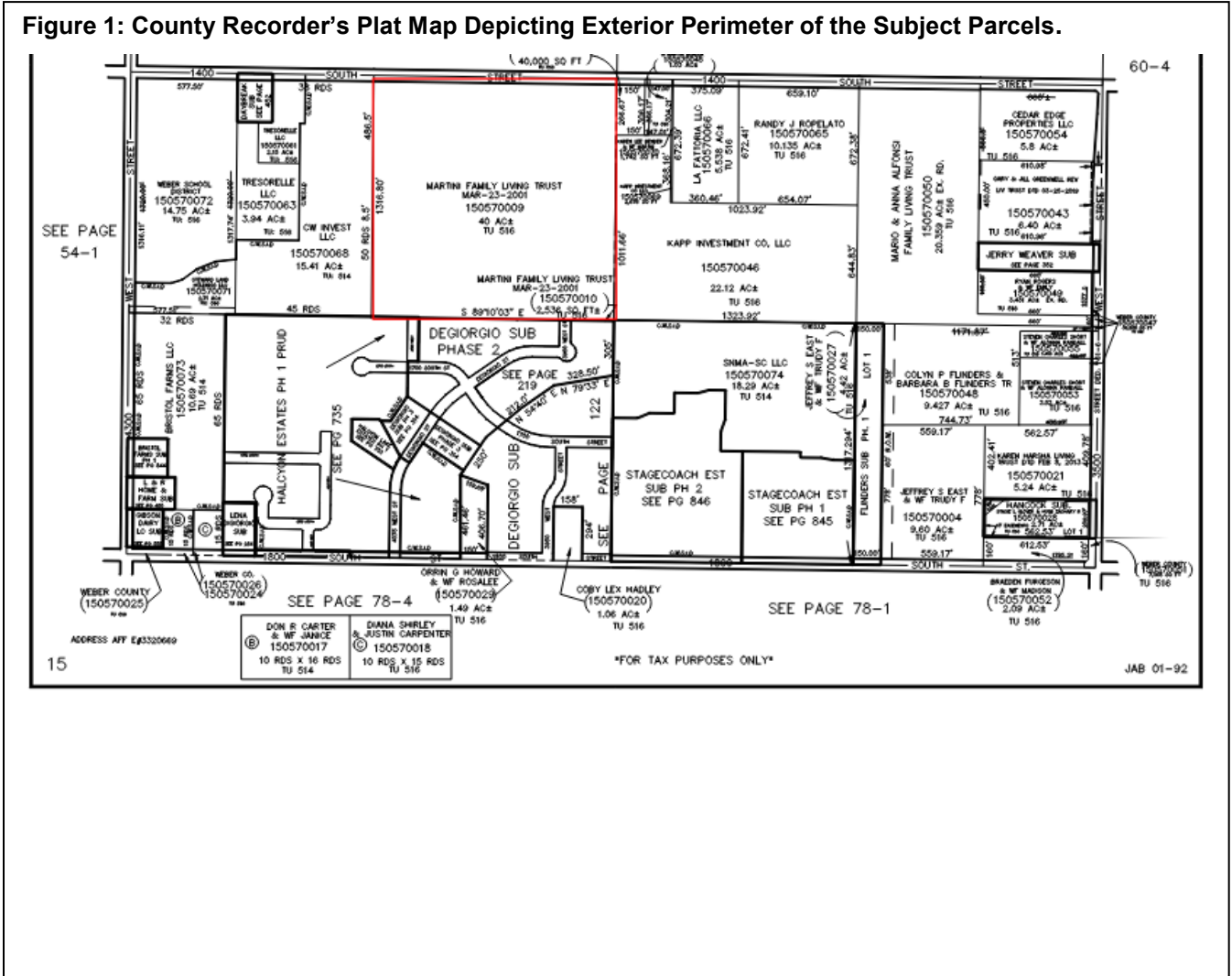
the Martinis. After evaluation by the staff, the option for townhouses in this location would require a General Plan Amendment and a rezone to Residential R-3. Considering that the Martini lot is roughly two acres in area, the planning staff recommends that the uses listed in the Agricultural (A-1) zone remain available for the owner and on lots greater than 40,000 SF.

Staff is recommending approval of the rezone.

**Policy Analysis**

This is a proposed rezone of approximately 40 acres of ground that is currently being used for farming and residential. A rezone to the residential R1-15 zone would create the potential for up to 116 lots. **Figure 1** shows the subject parcels outlined in red.

**Figure 1: County Recorder's Plat Map Depicting Exterior Perimeter of the Subject Parcels.**



The Weber County Land Use Code has a chapter that governs application-driven rezones. The following is a policy analysis of the requested rezone based on the Land Use Code and best planning practices.

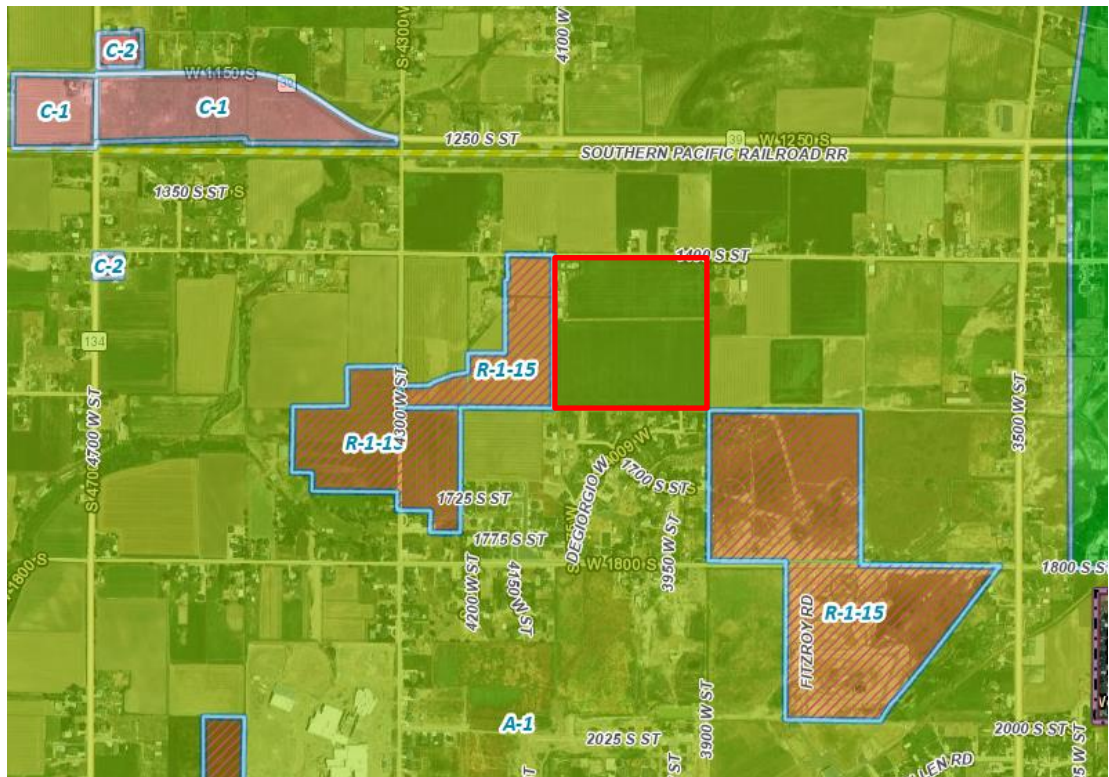
This rezone proposal will utilize the allowances written into the county subdivision code to allow for the developer to calculate the density allowance from the gross land area of 40 acres. If approved, the developer will be able to design to a maximum density of 2.9 units per acre and reduce the lot sizes to a 6,000 SF minimum and a 60' width minimum.

## Zoning Analysis

The current zone of the subject property is A-1. **Figure 2**<sup>1</sup> displays current zoning for the area of the subject property. It also shows the configuration of the property within the larger context of the West Weber area. The A-1 zone is an agricultural zone and a low-density rural residential zone for low-intensity farming areas where agricultural pursuits and rural environment should be promoted and preserved where possible. The purpose and intent of the A-1 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>2</sup>

**Figure 2: Current Zoning Map and the Subject Parcel(s).**



The entire property would be zoned to residential R1-15. The purpose of the R1-15 Zone is:

“... to provide regulated areas for Single-Family Dwelling uses at three different low-density levels. The R1 zone includes the R1-15, R1-12, and R1-10 zones. [...]”<sup>3</sup>

The proposed rezone can be observed in **Figure 3**<sup>4</sup>, with the red square depicting the proposed R1-15 zone.

<sup>1</sup> See also Exhibit B.

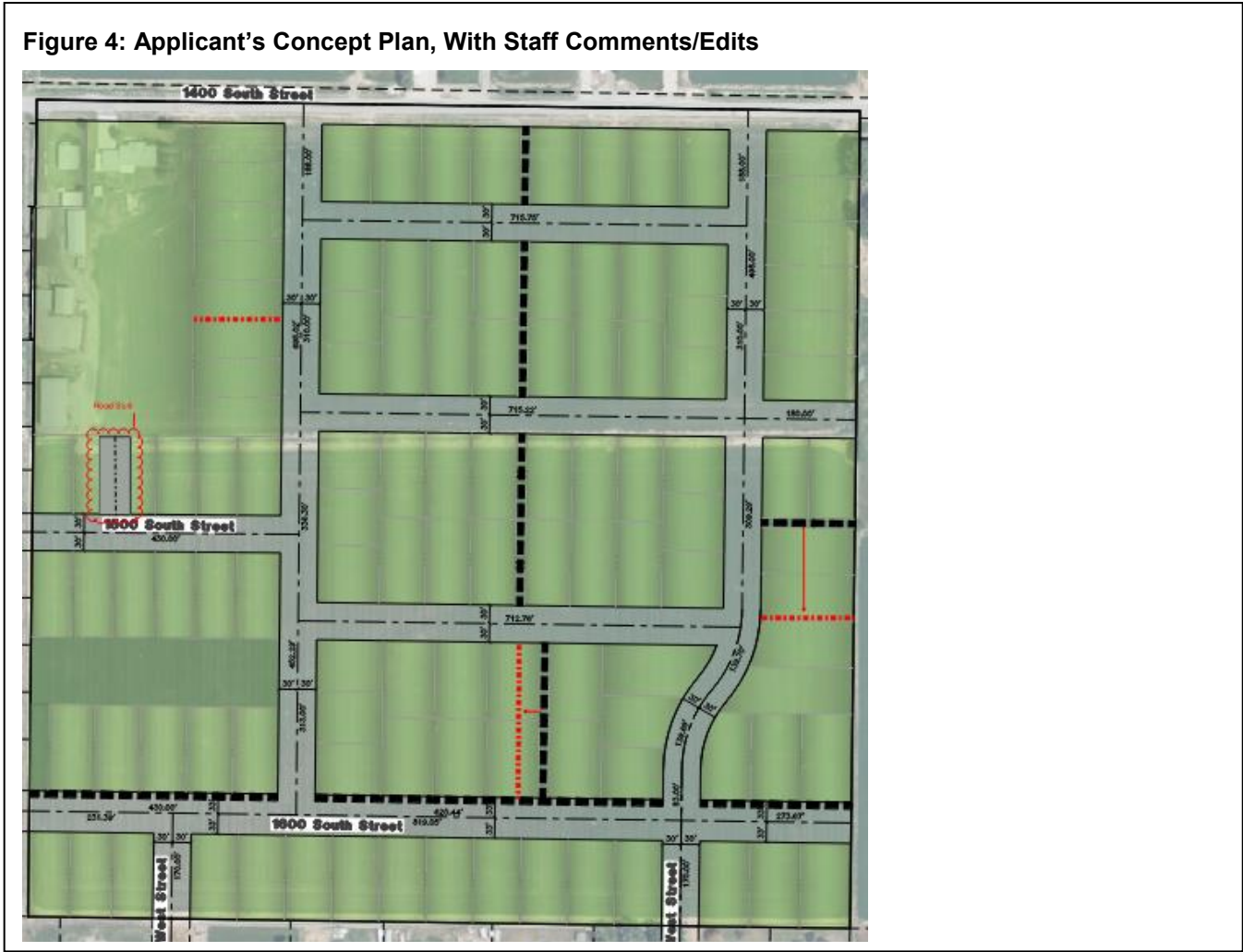
<sup>2</sup> Weber County Code Section 104-2-1.

<sup>3</sup> Weber County Code Section 104-12-1.

<sup>4</sup> See also Exhibit C.



Exhibit D illustrates the proposed concept plan for the property. Figure 4<sup>5</sup> illustrates additional staff-suggested details and/or amendments to the proposed concept plan that are anticipated to bring it into full compliance with connectivity standards.



Weber County Code has six general decision criteria for determining whether a rezone is merited. They are as follows:

- 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, and if not, consideration of the specific incompatibilities within the context of the general plan.
- 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, 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.

The following is an analysis of the proposal in the context of these criteria.

<sup>5</sup> See also Exhibit E  
Last revised 12/4/2024



**(a) Whether the proposed amendment is consistent with goals, objectives, and policies of the County's general plan.**

As a legislative decision, a rezone should advance the goals of the general plan, or at the very least, not be detrimental to them without good cause. The general plan is only a guiding document and not mandatory to follow, however, because it sets the desired future community outcome, deviation from it should be done with caution.

The community character vision is the filter through which all interpretation and understanding of the plan should be run. This is the vision to which all other visions and goals within the plan are oriented. It reads as follows:

*"While the pressure to grow and develop will persist, there is a clear desire for growth to be carefully and deliberately designed in a manner that preserves, complements, and honors the agrarian roots of the community. To do this, Weber County will promote and encourage the community's character through public space and street design standards, open space preservation, and diversity of lot sizes and property uses that address the need for places for living, working, and playing in a growing community."*<sup>6</sup>

The plan prioritizes the implementation of smart growth principles as development occurs. It encourages the county to utilize the rezone process as an opportunity to help developers and land owners gain the benefits of the rezone while implementing the public benefits of these principles. Because the general plan is *general* in nature, no one principle is absolutely mandatory except when adopted into the development code. Similarly, allowing a property to be rezoned is also not mandatory. Both the developer and the County have the ability to substantially gain if a rezone is negotiated well enough.

General Plan Smart Growth Principles

The general plan lists both basic and exemplary smart growth principles. The seven basic smart growth standards are:

1. Street connectivity.
2. Pathway and trail connectivity.
3. Open space and recreation facilities.
4. Dark sky considerations.
5. Culinary and secondary water conservation planning.
6. Emission and air quality.

The proposal's compliance with each of these standards are further provided in this report.

The following nine bullet points is a list of the general plan's exemplary smart growth principles (in italics). A staff analysis regarding how they may relate to this potential project follows each bullet point. Some of these principles are similar to the basic smart growth principles aforementioned, but are designed to provide even greater community benefits.

- *Provision for a wide variety of housing options.*
  - Allowing the developer to plan a residential development with a variety of lot sizes will help prevent the monotony of single-family suburbs while enhancing availability of different housing options.
- *Use of lot-averaging to create smaller lots/housing that responds to the needed moderate income housing.*
  - The developer has not proposed any moderate income housing for this development, however, what has been done in other areas would be to designate a certain percentage of the homes to be made available to the Weber Housing Authority, thereby increasing the supply of more affordable option will help curb the inflation of the housing market.

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<sup>6</sup> Western Weber General Plan (p. 21)

- Staff is not specifically recommending a deed restriction for moderate income housing. If the planning commission desires the developer to specifically provide deed-restricted moderate income housing then the planning commission should add the requirement into the recommendation being sent to the commission.
- *Strong trail network with excellent trail connectivity that prioritizes bicycling and pedestrians over vehicles.*
  - The concept plan has strong sidewalk connectivity throughout, especially if staff's additional suggestions are provided.
- *Strong street connectivity and neighborhood connections that avoid the use of cul-de-sacs or deadends.*
  - The applicant has done well to work with staff to provide quality street connectivity wherever else possible. With the exception of a couple of minor changes to the concept plan, this proposal displays compliance.
- *Large and meaningful open space areas with improved parks, recreation, etc.*
  - The developer has offered a park donation of 7,500 per single-family unit. This contribution is important to the development of public parks and recreation services.
- *Homes that have higher efficiency ratings than required by local building codes.*
  - Buildings are required to be constructed to an efficiency standard based on the climate of the area. Usually, buildings located in higher (colder) elevations need to meet greater efficiency standards. However, given the wide degree of temperature swings in the Western Weber area over a one year period, requiring buildings to be constructed to better efficiency ratings may help alleviate the area's future demand on power and gas. This will also help provide better air-quality related to building emissions. Staff suggests that all of the homes within the Brook View development are built to include efficiency upgrades such as LED lighting, house wraps, and extra attic insulation.
- *Homes that are built with smart appliances such as thermostats and sprinkler controllers.*
  - Staff recommends requiring smart thermostats and smart sprinkler controllers that will optimize efficiency while being an affordable upgrade. Onsite power generation with solar panels remains to be a wise investment. If the developer is able to include these features as a built-in upgrade, the planning commission may consider adding this limited requirement to the development agreement. To assist with affordability, perhaps this requirement can be waived for residences less than 1800 square feet or those deed restricted for moderate income housing, if any.
- *Provisions that create attractive communities for the long term and that create a distinctive sense of place.*
  - The planning commission may determine that the street and pathway connectivity, park donation, and park dedication accomplishes this principle.
  - One additional item for the planning commission to consider on this point: There is one limited access through street within the Brook View plan. Property fronting 1400 South Street is likely to be lined with rear and/or side yards that may be enhanced with landscaping, fencing, and street art. The county does not currently have means to operate and maintain such street improvements, so if the planning commission desires to require these improvements in this development then it would be advisable to require a professionally managed homeowners association to care for the operations and maintenance. This is not included in staff's recommendation herein, but can easily be added by the planning commission if so desired.
- *Use of transferable development rights from agricultural lands identified for protection.*
  - The applicant does not desire to transfer more development to this project.

***(b) Whether the proposed amendment is compatible with the overall character of existing development in the vicinity of the subject property, and if not, consideration of the specific incompatibilities within the context of the general plan.***

Since the adoption of the General Plan, many developers have begun the process of transitioning this area from large-lot rural residential and agriculture to medium-lot residential. Anselmi Acres, which is located directly west, was rezoned to the R1-15 zone and is currently being platted into medium-sized lots; and Stage Coach is directly to the east.

There are also large-lot and agricultural uses nearby. Including one within this rezone proposal. The general plan identifies that many agricultural uses may not be very compatible with residential development/neighborhoods. It is worth evaluating how surrounding agricultural uses may affect this project, and vice versa.

The general plan suggests and acknowledges some incompatibilities will occur as the area develops over time. If the plan is followed, in time, the surrounding area is likely to be more similar to the character of this development than it is the character of the existing area.

***(c) The extent to which the proposed amendment may adversely affect adjacent property.***

When considering how this rezone might adversely affect adjacent property, there are a wide array of factors at play. These include impacts on private property rights and nuisances, as well as other factors such as impacts on a landowner's desires for their neighborhood and the intrinsic values they've imbued into that neighborhood.

First and foremost, the Planning Commission should prioritize fact-based adverse impacts. Then consider the perception-based impacts.

If rezoned, the development will change the immediate area. New streets and street connections will be constructed. Small, medium, and medium-large-lot residential uses should be expected. The smaller and relatively denser development will change the visual nature of the area, traffic volumes and patterns, and noise potential. The proposed uses are not expected to be greater than that found in a typical residential neighborhood. When developing, the applicant will be responsible for correcting any material degradation in services that the development might create for the area. Thus, other than potential increases to noise, most of the fact-based effects will be required to be mitigated by the applicant.

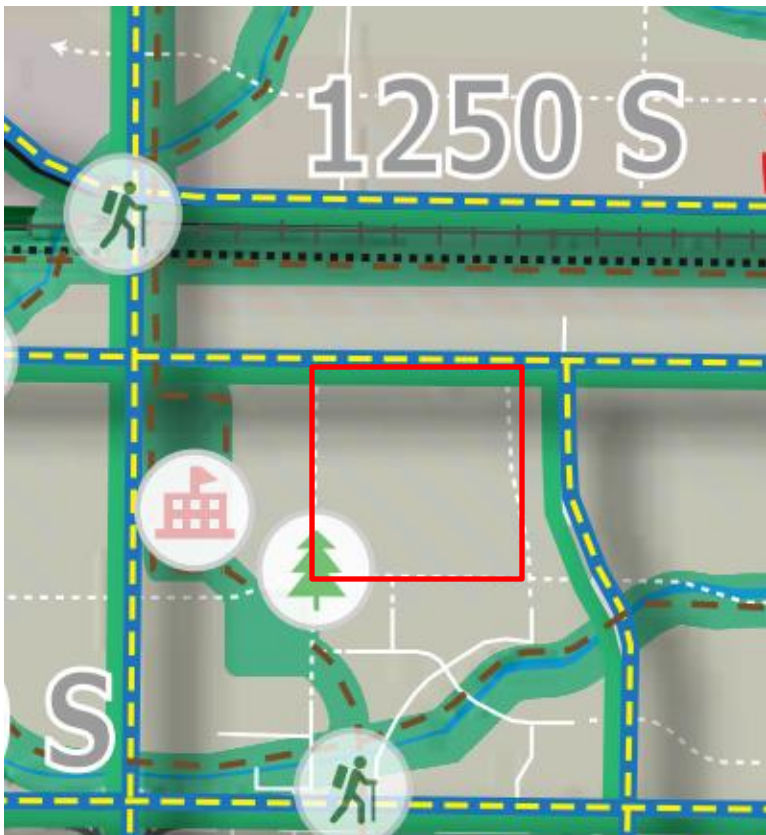
***(d) The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, stormwater drainage systems, water supplies, wastewater, and refuse collection.***

The County's adopted development regulations are designed to specifically require the developer to address their impact on local levels of service. As aforementioned, the applicant will be responsible for mitigating any material degradation of levels of service.

Roadways/Traffic. **Figure 5** shows the planned streets for the area, pursuant to the general plan.

Public roads planned throughout this development are designed for connectivity following the county code. Traffic from the Anselmi Acres and Halcyon developments will be directed to the surrounding neighborhood collectors known as 1400 South, 1600 South, 4125 West, and 4000 West. A Connectivity Plan, prepared by Reeve and Associates displays conformity with the General Plan Future Streets plan. See figure 5a.

**Figure 5: Planned Streets – Western Weber General Plan**



**Figure 5a: Street and Pathway Connectivity Plan**



Police and Fire Protection

It is not anticipated that this development will generate a greater per capita demand for police and fire protection than typical residential development in the area.

Stormwater Drainage Systems

This is not usually a requirement of rezoning, and is better handled at the time specific construction drawings are submitted. This occurs during subdivision application review.

Water Supply

The property is within the Taylor West Weber Water District boundaries. The applicant has provided a letter from the district that acknowledges the rezone application and the potential for them to serve.

In addition to the letter from Taylor West Weber, County Code<sup>7</sup> further specifies minimum culinary and secondary water requirements that are applicable to any subdivision. Like stormwater, these requirements are not actually applicable until the owner files an application for a subdivision, and they may change from time to time. But they are worth noting during the rezone process to provide the planning commission with sufficient evidence and a sense of confidence that the provision for both culinary and secondary water is possible for the subject property.

Wastewater

Central Weber Sewer Improvement District will provide sewer services. The sanitary sewer lines gravity or pressure will be owned and maintained by Weber County.

<sup>7</sup> Weber County Code, Section 106-4-2.010.

Refuse Collection

It is expected at this time that this development will be served by the county's typical contracted garbage collection service. If different, this can be better fleshed out during subdivision review.

***(e) Whether the proposed rezone can be developed in a manner that will not substantially degrade natural/ecological resources or sensitive lands.***

The Utah Geological Survey Interactive Map provides an inventory of suspected wetlands across the Utah. The map shows that there are no wetlands on the property.

***(f) Whether proposed traffic mitigation plans will prevent transportation corridors from diminishing below an acceptable level of service.***

Based on the details already provided regarding street accessibility and street connectivity, the planning commission should be able to find that the applicant is proposing sufficient compensation for its impact on both existing and proposed transportation corridors with the inclusion of road improvements on the 1400 South Street frontage.



2. *Example: The main through streets should be designed for limited access with a 10' sidewalk.*
3. *At least \_\_\_ percent of the homes should be deed restricted under the authority of the Weber Housing Authority for moderate income homeowners.*
4. *Example: Amend staff's consideration item # [ ]. It should instead read: [ \_\_\_ [desired edits here](#) \_\_\_ ].*
5. *Etc.*

I do so with the following findings:

*Example findings:*

1. *The proposed changes are supported by the General Plan. [Add specifics explaining how.]*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the General Plan*
3. *The changes will enhance the general health, safety, and welfare of residents.*
4. *[Example: allowing short-term rentals runs contrary to providing affordable long-term rental opportunities]*
5. *Etc.*

#### **Motion to recommend denial:**

I move we forward a positive recommendation to the County Commission for File #ZMA2024-14, an application to rezone approximately 40 acres of land located at approximately 4083 West 1400 South, from the A-1 zone to the R1-15, as illustrated in Exhibit C. I do so with the following findings:

*Examples findings for denial:*

- *Example: The proposal is not adequately supported by the General Plan.*
- *Example: The proposal is not supported by the general public.*
- *Example: The proposal runs contrary to the health, safety, and welfare of the general public.*
- *Example: The area is not yet ready for the proposed changes to be implemented.*
- *[ \_\_\_\_\_ add any other desired findings here \_\_\_\_\_ ].*

#### **Exhibits**

Exhibit A: Application

Exhibit B: Utility Service Letters

Exhibit C: Amended Concept Plan

Exhibit D: Development Agreement (see pages 20-24 for development standards)



Exhibit A

**Project Name:** Brook View (Martini Family Trust) Zoning Map Amendments

**Address:** 4083 W 1400 S  
**Project Type:** Zoning Map Amendments  
**Project Sub Type:** Zoning Map Amendments  
**Created By:** chris cave  
**Created On:** 9/5/2024  
**Project Status:** Accepted  
**Status Date:** 11/6/2024  
**File Number:** 2024-14  
**Project Manager:** Felix Lleverino

---

**Application**

**Project Description:**

The rezone request is to change the zoning from A-1 to R-1-15 to create a connectivity incentivized subdivision

**Property Address:**

4083 W 1400 S

**Property Owner:**

Martini Family Trust

**Representative:**

David Laloli

801-689

dave@alsdevelopment.net

**Accessory Dwelling Unit:**

False

**Current Zoning:**

A-1

**Subdivision Name:**

**Number of Lots:**

116

**Lot Number:**

**Lot Size:**

10,146 S.F.

**Frontage:**

**Culinary Water Authority:**

Taylor-West Weber Water District

**Secondary Water Provider:**

Hooper Irrigation Company

**Sanitary Sewer Authority:**

Central Weber Sewer

**Nearest Hydrant Address:**

**Signed By:**

David Laloli

---

**Parcel Number(s):**

150570009

---

**Building Descriptions:**

Description:	Building Square Feet:	Valuation:
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---

**Contractors:**

Type:	Name:	Contact:	Address:
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**2815 WEST 3300 SOUTH  
WEST HAVEN, UTAH 84401  
801-731-1668**

8/27/2024

Weber County Planning Commission  
2380 Washington Boulevard  
Ogden, Utah 84401

To Whom It May Concern:

This is to inform you that **Preliminary Will Serve** approval has been given and Taylor West Weber Water District has the capacity to provide **only** culinary water for Martini Family Trust Subdivision, a 116-lot subdivision. The address is approx. 3890 W. 1400 S. West Weber UT. Plan review will be required. This subdivision must have a pressurized secondary water system for outdoor use. Plan review fees and water right impact fees must be paid before subdivision approval is granted. The water line on 1400 South will need to be upgraded from a 6" line to an 8" water line to meet the Division of Drinking Water Standards. Plan approval must be signed off before construction. A pressurized secondary water system must be functional before final approval to build will be granted.

Requirements:

- Plan review fee=**\$200 per lot total= \$23,200**
- Water Right Impact fee= **\$7,842 x per ERU total = \$909,672.00**
- Complete plan reviews.
- Will serve letter from Hooper Irrigation.
- Impact fees=\$6,856.00 per lot. This fee includes the cost of the meter. This fee will be collected at the time building permits are requested. Fees are subject to change.
- Installation of the water line and services. Taylor West Weber will need to be notified prior to working on the water lines. Taylor West Weber standards must be followed in all installation procedures.
- Construction of the pipelines must pass all inspections.
- Taylor West Weber Water reserves the right to make or revise changes as needed or as advised by the district engineer or the district attorney.

**FINAL SUBDIVISION APPROVAL MUST NOT BE ISSUED UNTIL APPROVAL IS GIVEN BY TAYLOR WEST WEBER WATER. A SIGNATURE BLOCK FOR TAYLOR WEST WEBER WATER MUST BE ON THE FINAL RECORDED MYLAR AND SIGNED BY A REPRESENTATIVE OF THE DISTRICT.**

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan Rogers", with a long, sweeping underline.

Ryan Rogers-Manager

Taylor West Weber Water District

Expires 2/27/2025



## Central Weber Sewer Improvement District

September 4, 2024

Felix Llevernio  
Weber County Planning Commission  
2380 Washington Blvd #240, Ogden, UT 84401

SUBJECT: Brookview  
Sanitary Sewer Service  
Will Serve Letter

Felix:

We have reviewed the request of Laloli Properties to provide sanitary sewer treatment services to the subdivision called Brookview (formally Martini Legacy) comprising 116 residential lots located at approximate address 4000 West 1400 South, Weber County. We offer the following comments regarding Central Weber providing sanitary sewer service.

1. At this time, Central Weber Sewer Improvement District (District) has the capacity to treat the sanitary sewer flow from this subdivision. Inasmuch as the system demand continuously changes with growth, this assessment is valid for three (3) years from the date issued on this letter.
2. If any connection is made directly into the District's facilities the connection must be constructed in accordance with District standards and must be inspected by the District while the work is being done. **A minimum of 48-hour notice for inspection shall be given to the District prior to any work associated with the connection.**
3. Central Weber Sewer Improvement District is a wholesale wastewater treatment provider to Weber County. Connection to the sewer system must be through a retail provider, which we understand to be Weber County. The District will not take responsibility for the condition, ownership or maintenance of the proposed sanitary sewer lines (gravity or pressure) or system that will be installed to serve this subdivision.
4. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. The District's Wastewater Control Rules and Regulations state:



## Central Weber Sewer Improvement District

*Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allow to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.*

5. **The entire parcel of property to be served must be annexed into the Central Weber Sewer Improvement District prior to any sewer service connection or connection to the District's facilities.** This annexation must be complete before the sale of any lots in the subdivision. Annexation into the District is permitted by the District's Board of Trustees. This will serve letter is a statement of available capacity and does not guarantee board approval of annexation.
6. Impact fees must be paid no later than the issuance of any building permits.

If you have any further questions or need additional information, please let us know.

Sincerely,

Clay Marriott

Project Manager

CC: Chad Meyerhoffer, Weber County  
Kevin Hall, Central Weber Sewer  
Paige Spencer Central Weber Sewer  
Laloli Properties



PO Box 184	Phone: (801)985-8429
5375 S 5500 W	Fax: (801)985-3556
Hooper, Utah 84315	<a href="mailto:hooperirrigationco@msn.com">hooperirrigationco@msn.com</a>

September 23, 2024

Weber County Planning Commission  
2380 Washington Blvd, #240  
Ogden, Utah 84401

RE: PRELIMINARY WILL SERVE LETTER – Brookview

The development is located at approximately 1600 South and 4000 West and consists of 116 lots and a 1.01-acre detention basin. Hooper Irrigation Company has pressure irrigation water available for the aforementioned project located at the above-noted address.

This letter states that the afore-named project is in the boundaries of Hooper Irrigation Company. A formal application has been made to our office. The developer met with the Hooper Irrigation Company Board to discuss private ditches, connection requirements, and specifications to meet Hooper Irrigation standards.

The subdivision plat plan has been reviewed by Hooper Irrigation. The preliminary plans have been conditionally approved for the above subdivision. This project alone is in consideration and guaranteed service and the plan review is good only for a period of one year from the date of this letter, if not constructed.

Hooper Irrigation's specifications are available at the Company office.

If you have questions, please call 801-985-8429.

Sincerely,

Michelle Pinkston  
Office Manager  
Board Secretary



**VICINITY MAP**  
NOT TO SCALE

**DESIGN DATA**

TOTAL AREA.....40.1 ACRES  
 DENSITY - 1,746,756/15,000 S.F. = 116 LOTS  
 116 LOTS PROPOSED

**SETBACK NOTE**

FRONT SETBACK: 20'  
 SIDE SETBACK: 5' & 10' INTERIOR/15' CORNER LOTS  
 REAR SETBACK: 30'

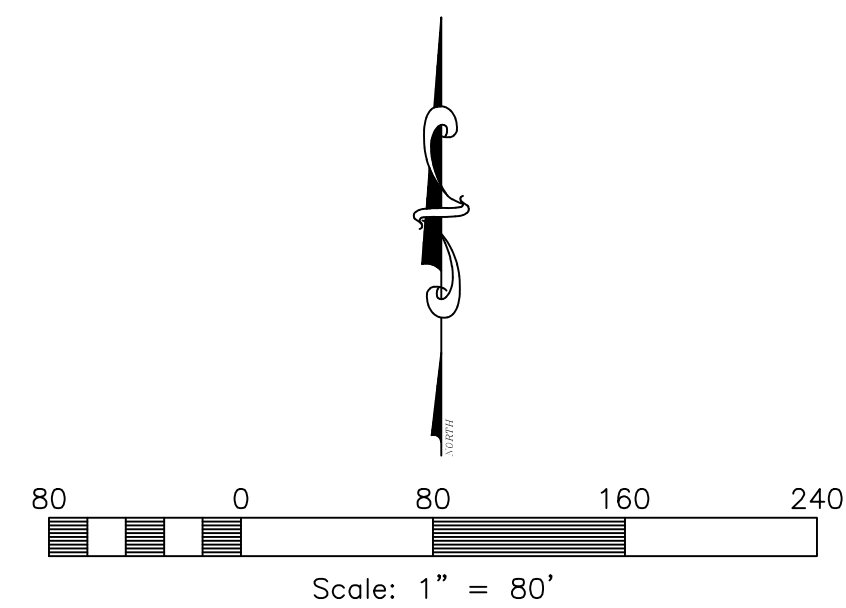
■ ■ ■ = LOCATION OF PROPOSED 10' PATHWAY

**BOUNDARY DESCRIPTOIN**

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 89°12'02" EAST 1326.07 FEET; THENCE SOUTH 00°42'18" WEST 1317.81 FEET; THENCE NORTH 89°10'04" WEST 1323.83 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 00°36'26" EAST 1317.06 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 1,745,530 SQUARE FEET OR 40.072 ACRES.



**Brook View Subdivision**

Weber County, Utah

**Developer:**

Dave Laloli  
 dave@ipaveutah.com  
 (801) 698-0244

**Reeve & Associates, Inc.**  
 5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405  
 TEL: (801) 698-0244 FAX: (801) 698-2666 WWW: REEVE-ASSOC.COM  
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS  
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION
DATE	

**Brook View Subdivision**  
 PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, S.L.B. & M., U.S. SURVEY  
 WEBER COUNTY, UTAH

**Zoning Exhibit**


**Project Info.**

Engineer:	N. Reeve
Planner:	C. Cove
Designer:	E. Roche
Date:	8-15-24
Name:	
Number:	8065-04

Sheet	<b>1</b>
<b>1</b>	Sheets

**Exhibit D**

**DEVELOPMENT AGREEMENT**

**Between**

**WEBER COUNTY, UTAH**

**and**

**David Laloli**



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## DEVELOPMENT AGREEMENT

### Brook View

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between Weber County, Utah ("County") and David Laloli ("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 known as West-Central Weber;

**WHEREAS**, The Developer's objective is to develop a residential subdivision that complements the character of the community and is financially successful;

**WHEREAS**, The County's objective is to only approve 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 **Attachment A**: Project Area Legal Description and illustrated in **Attachment B**: Project Area Graphic Representation. A concept plan showing the general location and layout of the Project is contained in **Attachment C**: Concept 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. This Agreement may be extended for two 5-year terms upon mutual agreement of the Parties before the expiration date(s) with such approval not to be unreasonably withheld.

- 1.3. Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:
- 1.3.1.** The term of this Agreement expires and is not extended as provided above;
  - 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 11 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 consistent 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 apply to all genders whenever the context 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 the 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. County Laws.** "County Laws" means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.
- 2.5. Developer.** "Developer" means David Laloli or its Assignees as provided in Section 11 of this Agreement.
- 2.6. Effective Date.** "Effective Date" has the meaning set forth in Section 1 of this Agreement.
- 2.7. 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 governmental or judicial authority.

**2.8. Parties.** "Parties" means the Developer and the County.

**2.9. Project.** "Project" means the development of a subdivision on the Project Site pursuant to this Agreement and the County Code.

**2.10. Project Site.** "Project Site" means the land area on which the Project will be sited, as more specifically described in Attachment A: Project Area Legal Description and Attachment B: Project Area Graphic Depiction.

**2.11. 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.

**2.12. Substantial Completion.** "Substantial Completion" means the Project is constructed, installed, and valid approval is obtained from the county.

**2.13. Transferee.** A party to which the Project is transferred or assigned in part or in whole. "Assignee" shall also mean the same.

### **3. Conflicting Provisions**

Development of the Project shall be in accordance with the County Laws in effect as of the Effective Date, and this Agreement and its Attachments. In the event of a conflict between the County's laws and this Agreement, the more specific provisions of this Agreement and its Attachments shall control. In the event of a conflict between the Attachments of this Agreement and the main body of this Agreement, the main body shall control.

### **4. Project Description.**

A residential subdivision within the R1-15 zone that complies with the requirements of Code Section 106-2-1.020 "Connectivity-Incentivized Subdivision," and which provides a contribution to the Taylor West Weber Parks District.

### **5. Restriction on Right to Protest Annexation**

If a city or district attempts to annex the Property, Developer, on behalf of itself and any successive property owner within the Project, hereby waives the right to protest the annexation, and agrees that any filed protest is void, and agrees to support the annexation unless County agrees, in writing, with and to the protest. If more than one municipality or district is available into which the entire Project can be annexed, Developer may choose which municipality or district the entire project will join.

### **6. Project Location and Illustration.**

The Project is located on property as described in Attachment A, and illustrated in Attachment B.

**7. Vested Rights and Reserved Legislative Powers.**

- 7.1. Vested Rights.** Developer shall have the vested right to develop and construct the Project on the Property in accordance with the R1-15 zone, development standards, and other matters specifically addressed in this Agreement, subject to compliance with the terms and conditions of this Agreement and other applicable County Laws in effect as of the Effective Date. The Parties intend that the rights granted to the Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity.
- 7.2. Exceptions to Vesting.** The Parties understand and agree that the Project will be required to comply with future changes to County Laws that do not limit or interfere with the vested rights granted pursuant to the terms of the Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the County that would be applicable to the Project:

  - 7.2.1.** Future laws that Developer agrees in writing to the application thereof to the Project;
  - 7.2.2.** Future laws which are generally applicable to all properties in the County and which are required to comply with State and Federal laws and regulation affecting the Project;
  - 7.2.3.** Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety, or welfare;
  - 7.2.4.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the County to all properties, applications, persons and entities similarly situated;
  - 7.2.5.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the County (or a portion of the County as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law; and
  - 7.2.6.** Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected.
- 7.3. Reserved Legislative Powers.** Developer acknowledges that the County is restricted in its authority to limit its police powers 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 under its police powers, any such legislation shall only be applied to modify the vested rights of Developer as referenced herein under

the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code 17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the unincorporated areas of the County; and unless in good faith the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

**8. Development Standards.**

- 8.1. Project Density.** In exchange for the benefits offered by the developer in this Agreement, County agrees to allow no more than 116 total dwelling units within the original 40-acre boundaries of the Brook View Subdivision.
- 8.2. Connectivity Incentivized.** Developer hereby volunteers and agrees to follow the minimum street and pathway standards as provided in Section 106-2-4.030 of the Code. The County hereby agrees to allow the flexible lot standards as provided by that section of Code. The County also agrees that the conceptual street layout illustrated in **Attachment C** satisfactorily complies with that code section.
- 8.3. Street Right-of-way dedication**
  - 8.3.1. 1400 South Street (Minor Collector).** Developer agrees to provide the appropriate road dedication for at least an 80-foot wide public street right-of-way named 1400 South Street, spanning from the westernmost edge of the Project to the east edge.
  - 8.3.2. Through-Streets (Major Residential).** Developer agrees to provide at least a 66-foot wide public street right-of-way for all streets that:
    - 8.3.2.1.** Provide a continuous route through the development;
    - 8.3.2.2.** That contains a 10-foot paved pathway.
  - 8.3.3. Limited-Streets (Minor Residential).** Developer agrees to provide at least a 60-foot wide public street right-of-way for all streets that do not provide significant connection through the project or to collector streets.
- 8.4. Street Improvements.** Streets in the Project shall be designed and installed by the Developer in accordance with the street cross sections depicted in **Attachment C**.
  - 8.4.1. 1600 South Street Improvements.** The Developer agrees to install the following for 1600 South Street.
    - 8.4.1.1.** Developer shall install a two-lane street within the street right-of-way, with a 10' wide asphalt or concrete multi-use pathway on the north side of the street.
  - 8.4.2. Driveway Accesses along 1400 South.** Developer agrees that no lot will be platted to provide driveway access to 1400 South Street. County agrees to allow these lots to front these streets if they are provided access by means

other than these streets.

**8.4.3. Street Fencing along Rear-Facing or Side-Facing Lots.** Developer agrees to fence 1400 South Street within the Project Site where the rear or side of a lot abuts or is otherwise adjacent to and visible from these streets. Fencing of these streets shall be designed to provide visual breaks in the horizontal fence plain at least every 20 feet, such as a column or similar, and the fence shall have a base and a cap distinctly different from the body. Examples of such a fence is provided in Attachment F. Alternative fencing along these streets may be approved by the Planning Director if it provides similar or better visual qualities and materials. Vinyl fencing along these streets is prohibited.

**8.4.4. Street Landscaping.**

**8.4.4.1. Street Trees.** All streets shall be lined with shade trees in the parkstrip. Trees lining an adjacent and parallel sidewalk or pathway shall suffice for the street's trees.

**8.4.4.1.1.** Except as provided herein or when otherwise prohibited by Code, the trees shall be planted in intervals and of a species such that the average crown of one tree, averaged at maturity, will converge with the crown of the next tree.

**8.4.4.1.2.** At least two different tree varieties shall be use and dispersed in a manner to avoid transmission of pests/disease, or as may otherwise be specified by a landscape architect or other professional qualified in tree health, such that the trees have optimal chance of long-term survival.

**8.4.4.1.3.** Reasonable openings in the tree canopy should be expected for driveway locations and intersection clear-view triangles.

**8.4.4.1.4.** Developer agrees to provide each street tree with an irrigation mechanism tied either to a homeowner's association master meter, or tied directly to the secondary water meter of the lot immediately adjacent.

**8.4.4.1.5.** No tree with a caliper less than two inches shall be planted.

**8.4.4.1.6.** Developer is responsible for tree health throughout the duration of the warranty period plus two additional years, whereafter Developer continues to be responsible for tree health until the adjoining property is sold, after which the adjoining owner is responsible for the tree's health.

**8.4.4.2. Park Strip Landscaping.** Except around the base of a tree (root area), Developer shall place six-inch rock, 8-inches deep, in each park strip, with a weed barrier beneath. Alternatively, County agrees that Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Additional plantings may be placed along other streets by the Developer or homeowners, to be

operated and maintained either by the adjoining owner or a homeowners association.

**8.4.4.3. Construction Drawings to Include Landscaping.** Each development application submitted shall provide a detailed landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

**8.4.4.4. Public Landscaping Completion Collateral.** Developer agrees to provide a financial guarantee for all required landscaping improvements within the project's public rights-of-way in accordance with Title 106, Chapter 4 of the Code. Developer further agrees that required landscaping shall be installed before a certificate of occupancy is given for any building on the lot fronting those improvements. County agrees that Developer's financial guarantee for required landscaping improvements is not required until either the project enters conditional acceptance or the County starts issuing building permits in the Project, whichever occurs first. However, at all times during the term of this agreement, the amount of the financial guarantee held by the County for all project improvements must equal at least 110 percent of the then-current cost to complete and warrant the installation of all required landscaping improvements that have not yet been completed.

## **8.5. Non-Public Landscaping**

**8.5.1. Water-wise landscaping.** All lots within the development will implement water wise landscaping measures as follows:

**8.5.1.1. Smart Controller.** A smart watering controller shall be installed and prewired for at least six irrigation zones. A smart water controller, such as an Orbit B-Hyve smart controller or a Rainbird ESP smart controller, is an automatic landscape watering controller that can connect to the internet to automatically adjust watering schedules or amounts based on local weather and environmental conditions.

**8.5.1.2. Certificate of Occupancy Requirement.** This requirement shall be satisfied prior to any dwelling unit receiving a certificate of occupancy.

## **8.6. Public Utilities**

**8.6.1.** Developer agrees to underground all utilities in a manner that complies with adopted standards, including any existing overhead utilities within the property and within any right-of-way adjacent to the property. High voltage power transmission lines are exempt from this requirement.

## **8.7. Parks, Open Space, and Trails**



In consideration of the rezone of the Property, Developer hereby agrees to provide, at no cost to the County, the following parks, open space, and trails amenities:

**8.7.1. Parks and Open Space:**

**8.7.1.1. Parks Financial Donation.** Developer agrees to donate \$7,500 per residential lot to the Western Weber Park District. Developer agrees that this is a donation offered of the Developer's own free will and not a fee or exaction imposed by the County or Park District. The per-lot donation shall be remitted to the Park District prior to recordation of a subdivision plat. No building division or planning division application will be accepted or approved until the County receives written confirmation of this donation from the Park District.

**8.7.1.1.1. Non-Street Adjacent Pathway Landscaping.** For pathways that are not adjacent to a street, Developer shall place three-to-four-inch rock, six-inches deep, on the shoulders of each pathway, with a weed barrier beneath. Alternatively, County agrees that Developer may install alternative planting and landscaping as long as it is operated and maintained by a homeowner's association. Refer to Attachment E for a depiction of these pathways.

**8.7.1.1.2. Construction Drawings to Include Landscaping.** Each subdivision's improvement plans shall provide a detailed landscape plan that, at a minimum, shows landscaping materials proposed to be used, the proposed location, species, including the measurements of each tree's mature crown, and the method of vegetation irrigation.

**8.7.1.1.3. Pathway Street Crossings.** Wherever a pathway intersects with a street, Developer agrees to install crosswalk signage and zebra-style crosswalk paint on the street, and to repaint after the street is sealed. Developer agrees to install or cause to be installed a battery powered and solar charged user-activated rapid flashing beacon as well as crosswalk signage in advance of the crosswalk if located on a collector or arterial street or on a street planned to be a collector or arterial street.

**8.8. Environmental and Air Quality Standards.**

**8.8.1. Energy Efficiency.** Developer agrees that all buildings include house wrap and the attic has added insulation to at least an R-60 insulation value. The following are also required:

**8.8.1.1. Smart Thermostat.** Prior to certificate of occupancy being issued, a smart thermostat shall be installed. A smart thermostat is an automatic thermostat that can connect to the

internet to automatically adjust temperature based on local weather and environmental conditions

- 8.9. Outdoor Lighting.** Developer agrees that all outdoor lighting within the Project will be governed by the County's Outdoor Lighting ordinance, Chapter 108-16 of the Code.

**9. 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.

- 9.1. 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.
- 9.2. 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.
- 9.2.1. 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.
- 9.2.2. Landscaping Changes.** Any changes to this Agreement's landscaping designs, guidelines, standards, plantings, materials and installation of the same anywhere in the project.
- 9.2.3. De Minimis Changes.** Other de Minimis changes requested by the Developer, which are reasonably consistent with the intent of this agreement and the R1-15 Zone, and are Routine and Uncontested.

**10. General Provisions.**

- 10.1. Assignability.** The rights and responsibilities of the Developer under this Agreement may be assigned as provided herein.
- 10.1.1. Total Assignment of Project and Project Site.** 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.

- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. Force Majeure Event.** 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 as mutually determined by Developer. If mutual determination cannot be reached, the Developer may employ a third party to make a determination. The County shall have the right to reject any third party selected if it determines that the select third party does not possess the necessary expertise in the specific effect of the event.
- 10.8. Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- 10.9. Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to Developer or the County

- 10.10. Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 10.11. Other Necessary Acts.** Each of the Parties shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.
- 10.12. No Third Party Beneficiaries.** All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

**11. Notices.**

- 11.1. 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.
- 11.2. Addresses.** Notices shall be given to the Parties at their addresses set forth as follows in this section.
- 11.3. 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.

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**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

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**If to Developer:**

CW Investments  
David Laloli

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**12. Default and Remedies.**

**11.1. 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.

**11.2. 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.

**11.3. Dispute Resolution Process.**

**11.3.1. 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.

**11.3.2. 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.

**13. 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.

**14. Covenants Running with the Land**

The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise

**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)

**SIGNATURES**

**“County”**

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

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

Jim Harvey  
Chair, Weber County Commission

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Ricky D. Hatch, CPA  
Weber County Clerk/Auditor





**“Owner”**

**CW Investments, LLC**

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

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

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

**DATE:** \_\_\_\_\_

**Owner Acknowledgment**

State of Utah )

)ss.

County of Davis )

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

# **BOUNDARY DESCRIPTOIN**

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 89°12'02" EAST 1326.07 FEET; THENCE SOUTH 00°42'18" WEST 1317.81 FEET; THENCE NORTH 89°10'04" WEST 1323.83 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 00°36'26" EAST 1317.06 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 1,745,530 SQUARE FEET OR 40.072 ACRES.

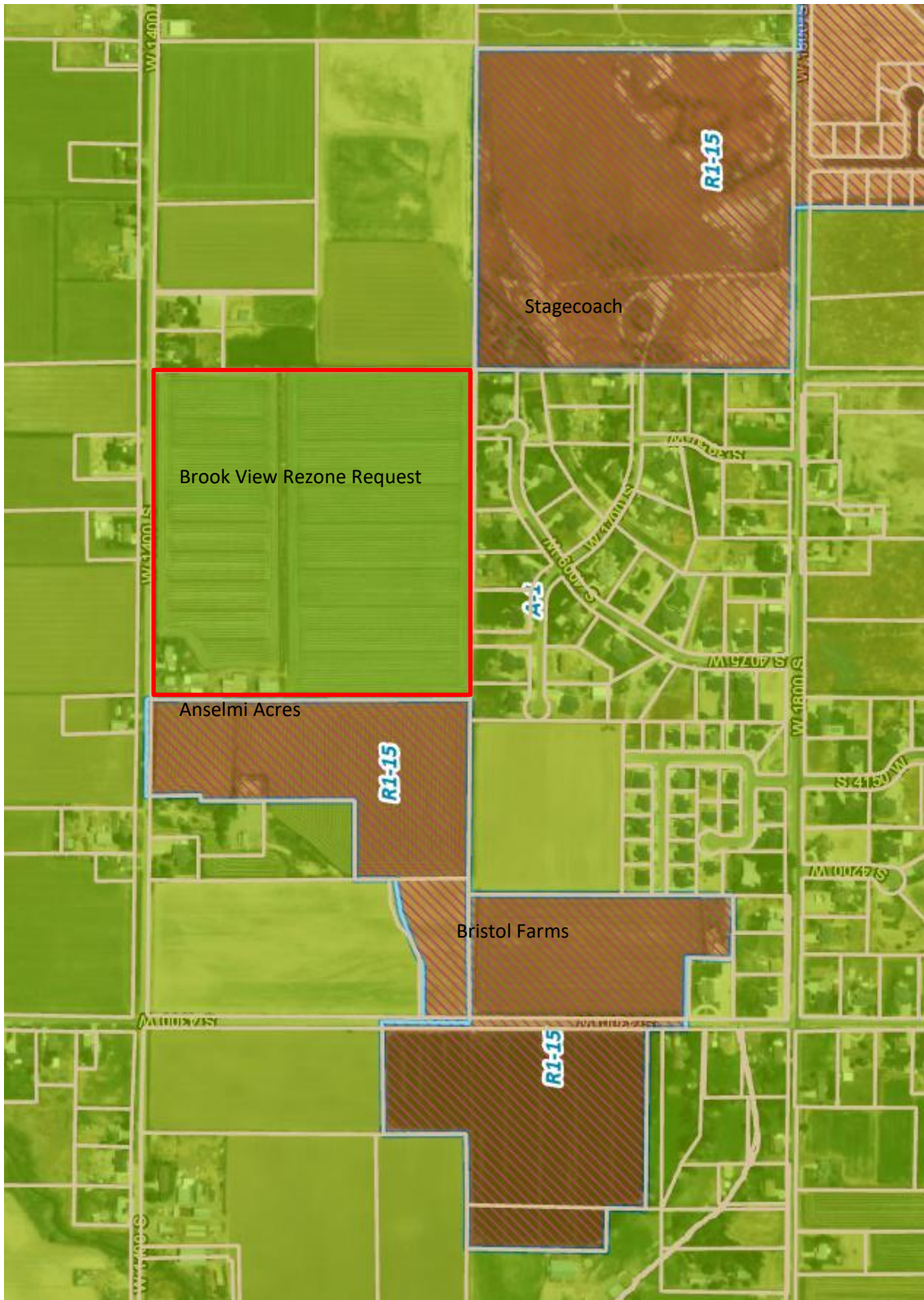
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**Attachment B – Project Area Graphic Depiction**

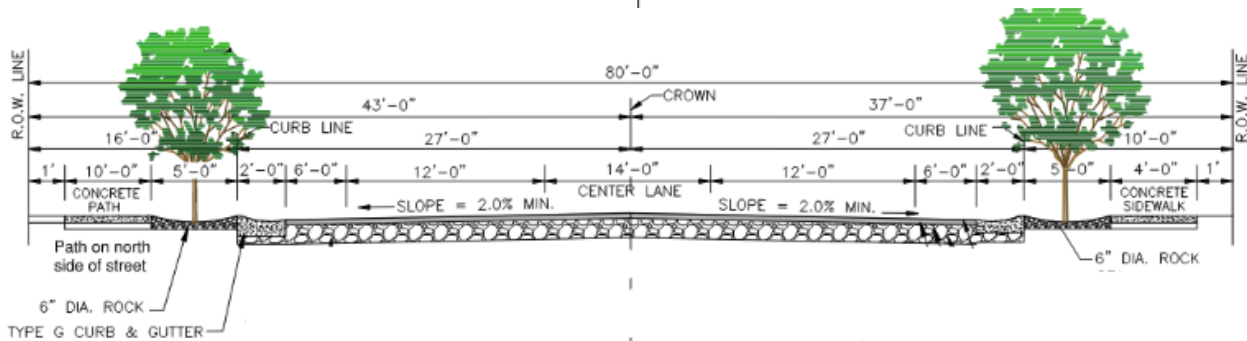
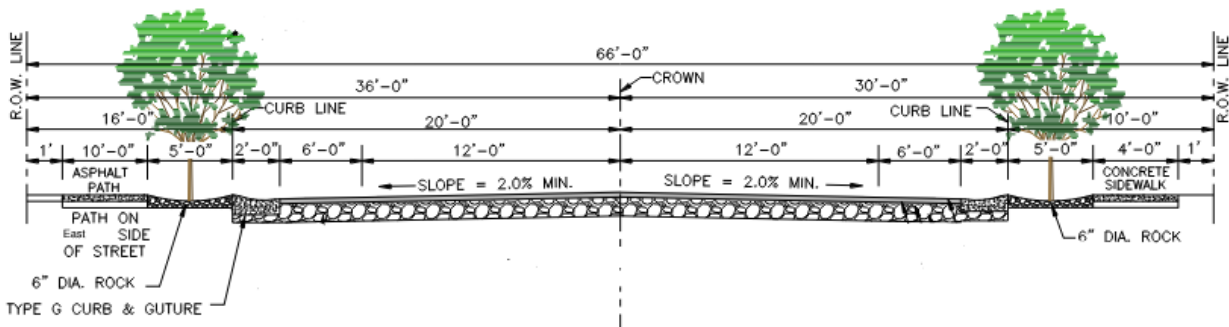
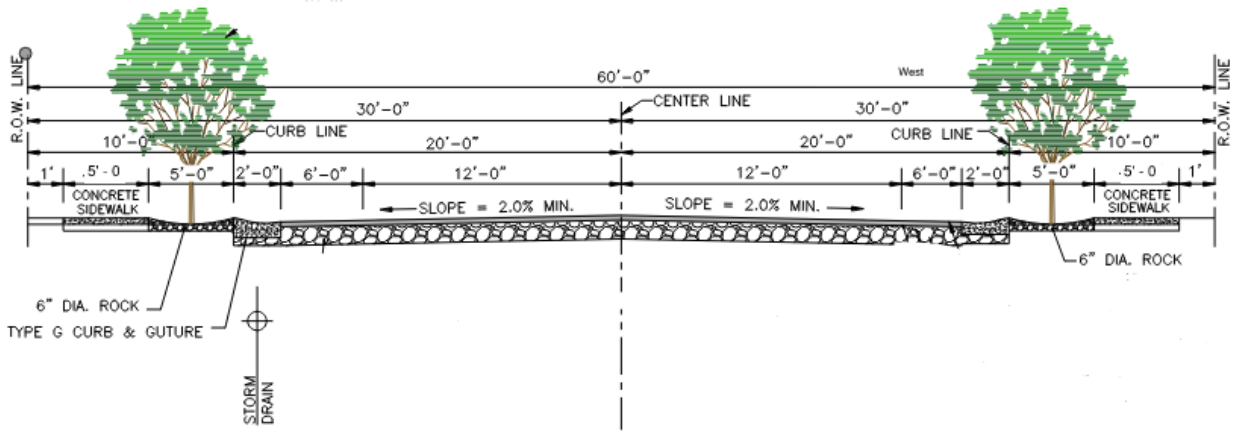




**Attachment D – Associated Rezone Area**



## Attachment E – Street, Pathway Cross Sections





**Attachment F – Fencing Examples**

