

MEMO

Date: November 7, 2023

To: Western Weber Planning Commission

From: Felix Lleverino

Re: Zoning Map Amendment Application – Longhorn Estates and Vaquero Village rezone from Agricultural (A-1 and A-2) to Residential Estates (R1-15).

On October 17th, 2023 the Western Weber Planning Commission held a work session to discuss development agreement standards that will be included with the zoning map amendment of 76 acres of undeveloped land that will be known as Longhorn Estates.

As a means to remedy the issues that exist within the Vaquero Village Cluster Subdivision, the planning staff made a recommendation that the zoning map amendment include both developments. This would allow for the Vaquero Village residents to amend their subdivision plat and re-configure their lots in a fashion that would absorb the common area known as Parcel B, and remove the subdivision perimeter and midblock pathway easements from the Vaquero Village plat. A rezone to R1-15 of the Vaquero Village Subdivision is appropriate because the lot sizes are not less than 15,000 square feet.

The staff has prepared this memo to include Exhibits A through G and to present additional development standards that will be inserted into the development agreement.

Exhibit A shows what will generally be written into the development agreement. The staff has taken suggestions from the interested parties involved.

The latest concept plan, in Exhibit B, shows public right-of-way alignments and pathway locations. The planning staff will require a pathway that runs parallel to the canal and the appropriate right-of-way widths to conform to the general plan.

The ability to serve letter from West Warren-Warren Water District, in Exhibit C, states the district has the capacity to serve only culinary water and that the secondary water pond must be built to their specifications.

The secondary water plan, in Exhibit D, shows the pond expansion area that will be designed with an impervious membrane lining the secondary water storage pond.

The will-serve letter from the Little Mountain Service Area District, in Exhibit E, states the district requirements for annexation and connection.

Exhibit F contains a development agreement created by the West Warren Parks District. The amount of \$7,500 per lot is not the final amount. Further negotiations may take place and the type of contribution could change. The planning staff recommends that the language included with the development agreement and the staff's recommendation be used to allow for further negotiations.

The planning staff has prepared several recommendations in the form of model motions in Exhibit G for the request to rezone the combined 76-acre parcels that make up the Longhorn Estates and the 17-acre Vaquero Village Cluster Subdivision. The total amount of land included in this proposal is approximately 93 acres.



Exhibit A

7. Development Standards and Use Restrictions

7.1 Public Improvements Required within Vaquero Village Phase 1

7.1.1 Street right-of-way improvements

1. A ten-foot wide concrete or asphalt sidewalk is installed on the east side of 7100 West Street.
2. The ten-foot wide sidewalk that is grade separated from the street and ADA compliant as shown on the Vaquero Village Cluster Subdivision 1st Amendment plat is installed.
3. A bond for the ten-foot-wide sidewalk is created with the Weber County Engineering Department as part of the Longhorn Estates.
4. A sewer line is installed within the public utility easement so that the homeowners within Vaquero Village may connect.
5. Downward-directed and fully shielded street lights are placed on both corners at the entrance of 7100 West Street and 900 South Street.
6. A push-button activated crosswalk shall be placed at the intersection of 7100 West Street and 900 South Street.

7.1.2 Secondary water system

1. The secondary water system shall conform to all requirements of section 106-4-2.010 of the Weber County Code.
2. The secondary water system is redesigned to conform to the private water system industry standards and approved by the County Engineer and the culinary water authority.
3. The secondary water system upgrades are completed or bonded pursuant to existing code requirements for development with the Weber County Engineering Department as part of the Longhorn Estates.

7.1.3 Stormwater detention and management

1. Drainage canals are made to prevent water from pooling on the west and east edges of the subdivision.
2. Drainage canals designed to move water from the west and east edge of the Vaquero Village subdivision and are connected to a functioning drainage that is connected to the larger regional drainage canal.

7.1.4 Escrow

1. A full escrow for all incomplete items for Vaquero Village Cluster Subdivision is provided or all incomplete items are completed prior to conditional acceptance of improvements in Longhorn Estates.

7.1.5 Landscaping

1. The landscaping of Parcel A of Vaquero Village Cluster Subdivision shall be escrowed and completed in accordance with the landscape plan originally approved for Vaquero Village and is completed prior to conditional acceptance of improvements in Longhorn Estates.

7.2 Public Improvements Required in Longhorn Estates

7.2.1 Street right-of-way improvements

1. Developer agrees to provide secondary access to the subdivision pursuant to county code and fire authority requirements
2. Developer agrees to provide a traffic study with the subdivision application.
3. 7100 West Street is dedicated as an 80' right-of-way and extends to the northern property line.
4. A pathway that runs parallel to the canal is dedicated and constructed on or adjacent to the canal property.
5. A street connection is made to the east subdivision boundary
6. Street adjacent pathways and mid-block pathways are dedicated and constructed to conform to section 106-2-3.
7. The streets shall be lined with trees, spaced at a distance so that, at maturity, their canopies converge. The trees shall be of a species that are deep-rooted and have a high likelihood of survival, given the unique characteristics of the soils.
8. Developer provides cross-sections for all rights-of-way
9. The concept plan identifies the right-of-way widths in accordance with the general plan.

7.2.2 Landscaping

1. The developer shall create a landscape guide in accordance with the water-wise landscaping and irrigation system design of the Weber Basin Water Conservancy District.
2. All lots within the development will implement water-wise landscaping measures.
3. Each lot owner shall submit a landscape plan with the building permit application for the primary structure.
4. The developer agrees to create an HOA. The association shall be given the responsibility and authority to review and approve all final landscape proposals and shall enforce the same. The HOA shall also be responsible for landscape maintenance along all pathway easements.

7.3 Parks and Open Space

7.3.1 Voluntary Contributions

1. The Parties agree that as part of the mutual consideration of this agreement and the rezone to which it is linked, the Developer will make a donation to the local park district before the final plat recordation. This donation may be actual funds, in-kind contribution, or any other equitable arrangement as mutually agreeable by the park district and developer, as evidenced in writing to the County from the park district.

7.4 Developer Performance

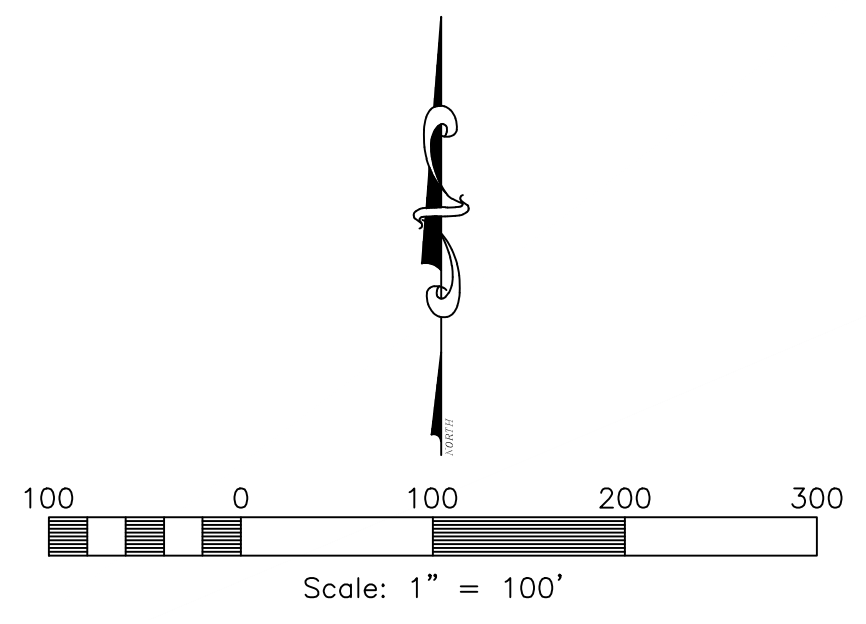
7.4.1 Subdivision Improvements Completion

1. All unfinished and inoperable subdivision improvements within the Vaquero Village Cluster Subdivision Phase 1 are completed and made operable before building permits are issued. This restriction shall not apply to the lots within the Vaquero Village Cluster Subdivision.

2. As a result of default, the zoning classification will be reverted back to its previous classification.
- 7.4.2 Subdivision Plat Amendment of Vaquero Village Cluster Subdivision
1. It shall be the responsibility of the developer of the land called Longhorn Estates to hire a surveyor who will create the subdivision plat and pay all subdivision fees to amend the Vaquero Village Cluster Subdivision Phase 1 plat.



Exhibit B



Longhorn Estates

Weber County, Utah

Developer:
 Pat Burns
 Lync Development
 1407 N Mtn. Rd
 Ogden, UT. 84404
 (801) 710-2234

Reeve & Associates, Inc.
 5160 S. 1500 W. RIVERDALE, UTAH 84405
 TEL: (801) 821-3100 FAX: (801) 821-2666 www.reeve-assoc.com
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION

Longhorn Estates
 PART OF THE SE 1/4 OF SECTION 14 T.6N, R.3W, S.LB & M., U.S. SURVEY
 WEBER COUNTY, UTAH

Concept Plan

Revised: June 20, 2023

Project Info.

Engineer:	N. Reeve
Planner:	C. Cove
Date:	3-16-23
Name:	LONGHORN ESTATES
Number:	6298-23

Sheet	1
1	Sheets

Exhibit C

West Warren-Warren Water Improvement District
1561 S. 7500 W.
Ogden, UT 84404
801-259-7614
westwarrentwtr@gmail.com

October 5, 2023

To Whom it May Concern:

RE: WATER AVAILABILITY LETTER FOR Pat Burns, Long Horn Development (Previously Known as Vaquero Village Phase 2)

This proposed development is located approximately 7100 W and slightly North of 900 S. The West Warren-Warren Water Improvement District (hereafter the District) does have culinary water available for this proposed development.

This letter only states that the above-mentioned project is in the boundaries of the District and water may be made available if the conditions previously discussed with Pat Burns are met. The previous conditions include, but are not limited to, the following issues, all secondary water issues must be resolved affecting both this proposed development as well as the first phase of the Vaquero Village development and a secondary water pond must be built to the specifications of the District with the ability to provide a pressurized secondary water system to both phase one and phase two of the development phases.

This letter is the first of two letters that will be issued for this development. When the previously stated issues and any other necessary additional conditions are met, the District will issue the Will-Serve Letter.

Should you have clerical questions or comments, please contact the district clerk. Please direct questions regarding water systems, materials, etc., to (801-791-7368) Randy Giordano, Chairman of the WWWID Board. This letter expires 1 year from the day it is issued.

Sincerely,



Melissa Murray, Clerk

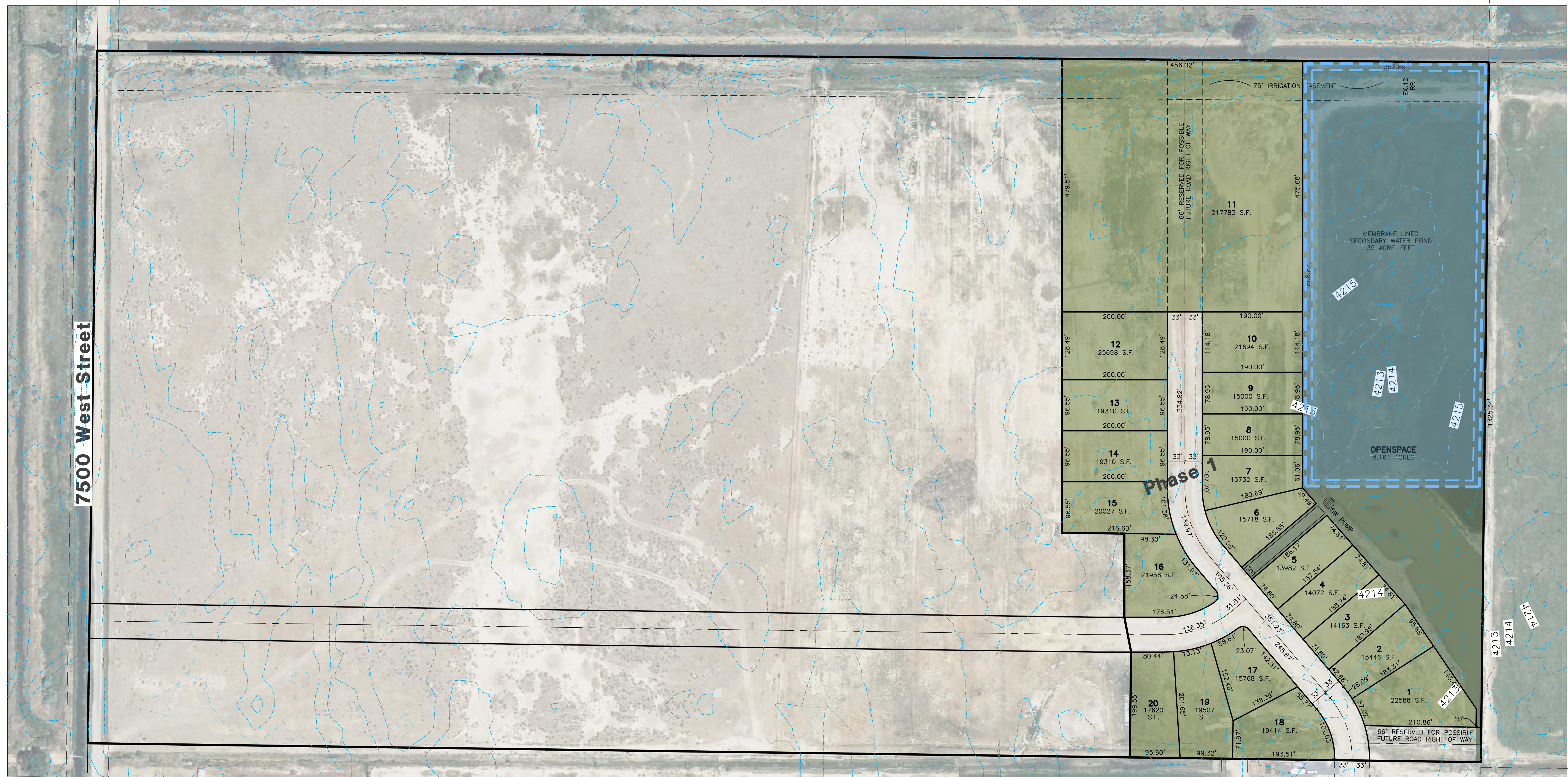


Randy Giordano, Chairman



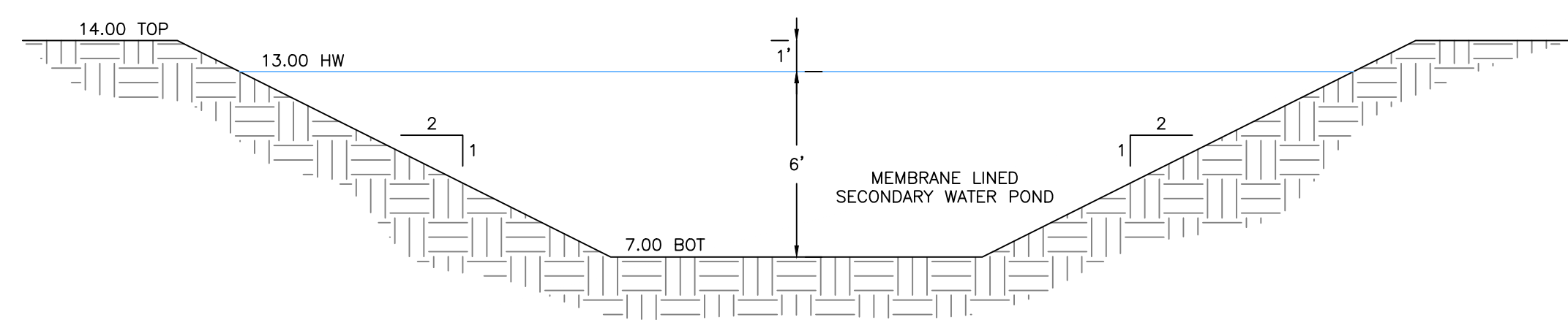
Pat Burns, Lync Construction

Exhibit D

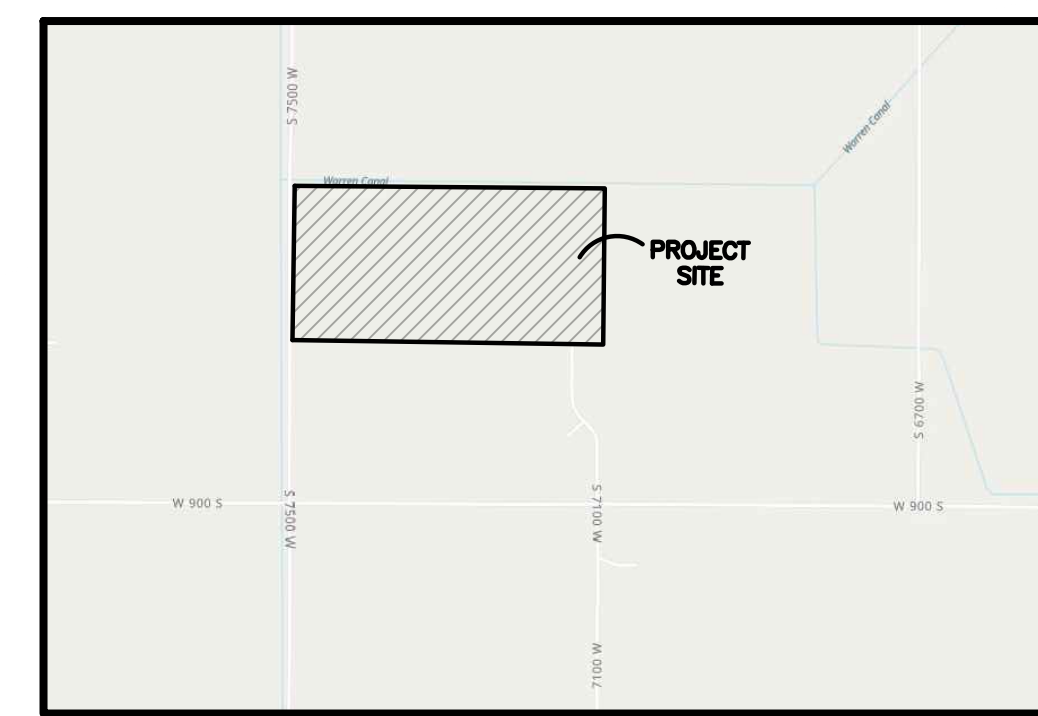


7500 West Street

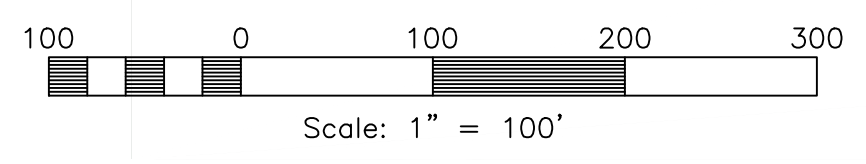
7100 West Street



Secondary Pond Detail
SCALE: NO SCALE



VICINITY MAP
NO SCALE



Longhorn Estates

Weber County, Utah

Developer:
Pat Burns
Lync Development
1407 N Mtn. Rd
Ogden, UT. 84404
(801) 710-2234

Revised: June 20, 2023



Reeve & Associates, Inc.
5160 S. 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 WWW: REEVE-ASSOC.COM
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LITTLE MOUNTAIN SERVICE AREA DISTRICT (LMSA) WASTEWATER WILL-SERVE LETTER

October 30, 2023
Weber County Planning Office
2380 Washington Blvd #240, Ogden Utah 84401

SUBJECT: Will-Serve Letter (Conditional, pending annexation)

At the request of Pat Burns, the LMSA board of Directors has reviewed an application for will-serve for the Longhorn Estates subdivision. This project is currently not located in the LMSA sanitary sewer service district, but is currently being evaluated for annexation.

1. LMSA has the capacity to treat the sanitary sewer flow from this subdivision.
2. If any connection is made directly into LMSA's line, the connection must be inspected by LMSA while the work is being done. A minimum of 48-hour notice for inspection shall be given to LMSA prior to any work associated with the connection commencing.
3. LMSA 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. LMSA's Wastewater Control Rules and Regulations state:
5. 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.
6. The entire parcel of property to be served will need to be annexed into the District prior to any connection to the District's line. This annexation must be complete before the sale of any lots in the subdivision.
7. Impact fees will need to be paid to LMSA no later than the issuance of any building permits.

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

Best Regards,

A handwritten signature in black ink, appearing to read "Stephanie Russell".

Stephanie Russell
Little Mountain Service Area, Board Manager

CC: John Price, LMSA Board Chair

Exhibit F

DEVELOPMENT FEE AGREEMENT

This Development Fee and Services (“**Agreement**”) is made and entered into on the date of execution below (“**Contract Date**”), by and between the **WEBER COUNTY SERVICE AREA #6/WEST WARREN PARK DISTRICT**, a political subdivision within the state of Utah (“**District**”), and **LYNC CONSTRUCTION**, a Utah corporation (“**Developer**”). District and Developer are referred to herein as the “**Parties**” and sometimes individually as a “**Party**.”

RECITALS

- A.** The District owns Parcel No’s. 100440013 100440058, which is located at 7100 West 900 South within the District’s boundaries and within unincorporated Weber County (“**Park Property**”).
- B.** The Developer has applied for a development agreement with Weber County.
- C.** As part of the application process, the Developer has entered into an agreement with West Warren Park District as required by Weber County’s Master Plan.
- D.** The Developer is willing to pay to the District a per-lot fee.
- E.** Developers shall pay to the District \$7,500 (seventy five hundred dollars) for each lot that Weber County approves for development in the Developer’s development agreement (the “**Development Fee**”). Developer is currently seeking approval for 107 lots, and therefore the Development Fee equals \$802,500. If Weber County otherwise approves more or fewer than 107 lots, then the Development Fee shall be adjusted to equal \$7,500 multiplied by the final number of lots approved for residential development. Prior to each development phase construction, West Warren Park requires payment of the full amount due (\$7,500 X total homes in that phase) before the phase begins.

Article II

TERM AND TERMINATION

- A. Term.** The term of this agreement is one year. The term shall begin upon the day of execution.
- B.** The contract between Lync Construction/Marriot Properties Longhorn Subdivision will require a yearly review as well as with each phase by the West Warren Park Board and Pat Burns. The park board has the right to amend the amount with each review.
- C.** If the Developer, sales any piece of the property currently outlined in the attached rezone application, our agreement goes with it.
- D. Termination.** This agreement may be terminated before the term expires upon mutual written and signed consent of both parties. Developers shall pay the District any outstanding Development Fee within 60 days of early termination.

ARTICLE III
MISCELLANEOUS

- A. Indemnification.** Developer shall indemnify and hold harmless District and its agents and employees from and against any and all claims, damages, losses, and costs, whether direct, indirect, or consequential, arising out of or resulting from Developer's negligent acts or omissions related to this agreement. Developer's negligent acts or omissions shall also include negligent acts or omissions by any subDeveloper, any person or organization directly or indirectly employed by Developer or any subDeveloper to perform or furnish any of the In-Lieu Services, or anyone for whose acts any of them may be liable. Developer's obligation to indemnify District is not limited or waived in any way by Developer's insurance coverage limits. Developer will be required to indemnify District to the fullest extent allowed by law, regardless of whether District has sufficient insurance to cover this obligation.
- B. Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- C. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law, unless the invalidation of the term materially alters this Agreement. If the invalidation of the term materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties.
- D. Whole Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements, and agreements, whether oral or written and whether made by a party hereto or by anyone acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect.
- E. Effect of Non-Enforcement.** The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SIGNATURES

FOR: **Weber County Service Area #6/West Warren Park District**

Joe Giordano, Chair

ATTEST

Calene Ingram, Clerk

FOR: _____

Name/Title: _____

Exhibit G

Model Motion

The model motions herein are only intended to help the planning commissioners provide clear and decisive motions for the record. Any specifics provided here are completely optional and voluntary. Some specifics, the inclusion of which may or may not be desired by the motioner, are listed to help the planning commission recall previous points of discussion that may help formulate a clear motion. Their inclusion here, or any omission of other previous points of discussion, are not intended to be interpreted as steering the final decision.

Motion for positive recommendation **as is**

I move we forward a positive recommendation to the County Commission for File #ZMA2023-04, a developer-initiated application to amend the Weber County Zoning Map to rezone a total of 93-acres located at 640 South 7500 West and all of the Vaquero Village Cluster Subdivision Phase 1 from the A-1 and A-2 Zones to the R1-15 Zone. I do so with the following findings:

Example findings:

1. *The zoning map amendment are supported by the Western Weber General Plan.*
2. *The proposal serves as an instrument to further implement the vision, goals, and principles of the Western Weber General Plan*
3. *The changes will enhance the general health and welfare of Western Weber residents.*
4. [_____ *add any other desired findings here* _____].

Motion for positive recommendation **with changes**

I move we forward a positive recommendation to the County Commission for File #ZMA2023-04, a developer-initiated application to amend the Weber County Zoning Map to rezone a total of 93-acres located at 640 South 7500 West and all of the Vaquero Village Cluster Subdivision Phase 1 from the A-1 and A-2 Zones to the R1-15 Zone. I do so with the following findings:

1. The development standards, or some variation of these standards, contained within Exhibit A of this memo are included with the final development agreement.
2. The concept plan includes the appropriate ROW widths as indicated by the Future Streets and Transportation Map of the 2022 Western Weber General Plan.
3. The concept plan shall display conformity with the staff-recommended ROW alignments and the planned ROW alignments within the 2022 Western Weber General Plan.
4. That the concept plan includes a pathway parallel to the canal.
5. The number of lots shall not exceed the gross area divided by a 1/3 acre (minimum lot size for a 'Medium-size' lot).
6. The final layout of streets and pathways shall generally conform to the County Commission-approved concept plan and applicable code requirements.
7. The developer shall create a landscape guide and an HOA to enforce the implementation of water-wise landscaping design for the lots within the Longhorn Estates.
8. All artificial outdoor lighting for residential purposes shall conform to the Weber County Outdoor Lighting Code.

Findings:

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

Motion to table

I move we table action on File #ZMA2023-04, a developer-initiated application to amend the Weber County Zoning Map to rezone total of 93-acres located at 640 South 7500 West and all of the Vaquero Village Cluster Subdivision Phase 1 from the A-1 and A-2 Zones to the R1-15 Zone to [_____ *state a date certain* _____], so that:

Examples of reasons to table:

1. *We have more time to review the proposal.*

2. *Staff can get us more information on secondary, culinary, and sewer services.*
3. *The applicant can get us more information on traffic impacts to 900 South Street.*
4. *More public noticing or outreach has occurred.*
5. [_____ *add any other desired reason here* _____].

Motion to recommend denial:

I move we forward a recommendation for denial to the County Commission for File #ZMA2023-04, a developer-initiated application to amend the Weber County Zoning Map to rezone a total of 93 acres located at 640 South 7500 West and all of the Vaquero Village Cluster Subdivision Phase 1 from the A-1 and A-2 Zones to the R1-15 Zone. I do so with the following findings

Examples findings for denial:

1. *The proposal is not adequately supported by the General Plan.*
2. *The appropriate Ability to Server letters are not provided*
3. *The area is not yet ready for the proposed changes to be implemented.*
4. [_____ *add any other desired findings here* _____].

