

MEMO

Date: February 13, 2024

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).

This proposal is returning to the planning commission for consideration on approval to rezone approximately 93 acres to prepare a way for a medium-large residential development and to allow for the Vaquero Village residents to re-plat their subdivision, at their option.

To provide a refresher on the details, the planning staff has included some general information regarding previous meeting discussions. Following that, the staff has included some details about how they feel that the developer's proposal addresses the comments and concerns from the planning commissioners.

On May 9 the Planning Commission held a public hearing to discuss this proposal. The Planning Commission decided to table the decision until the developer supplies water, sewer, and a park letter. The planning commission would like to have more information on the traffic impacts to 900 South.

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.

On November 7th 2023 the decision to take action on the Longhorn Estates and Vaquero Village rezone was tabled until the developer can: Obtain written confirmation from the Marriott's for access and an agreement to the standards in the development agreement, a review from the Fire District indicating that emergency egress is acceptable, until the Little Mountain Sewer District (LMSA) provides in writing that they will take ownership of the sewer lines serving this development, and that an organization capable of managing the secondary water system will step in.

The staff has included documentation from the parties involved that address the questions brought up by the Planning Commission on November 7th. Kami Marrott agrees that one emergency egress may be constructed across their land, as seen in Exhibit B. The Marroitts agreement for one emergency egress would allow for the Longhorn Estates to develop 45 lots, an additional separate emergency access will need to be negotiated at the 46th lot and beyond. Kami M. also acknowledges, in Exhibit B.2, that at the time when their land is developed, the standards written in the development agreement will apply.

To address the question regarding Fire District approval, the Weber Fire Deputy Chief David Reed could approve an emergency access if it is least 26' wide, maintained year round, and is built to support 75,000 pounds. The staff has included an email correspondence from the Fire Marshall in Exhibit H.

The longstanding issues with the secondary water system will need to be resolved. To help ensure that the secondary water system is designed, re-built, and managed properly, the county planning and engineering staff will enforce requirements from the Warren-West Warren Water Improvement District and verify that an organization capable of managing the water system is in place. When this proposal is ready for subdivision, new water system requirements of section 106-4-2.010 (1) (b) will apply. The developer has obtained a signed confirmation letter from Mountain Views Water LLC stating that they will take ownership and responsibility for maintenance and operation of the irrigation pond see Exhibit E.2.

Now that we have covered the outstanding comments and concerns from the public hearing the planning staff have inserted development agreement standards and several exhibits that will aid in visualizing the proposal. To start, please look over the standards in Exhibit A. This will help you to see the many on and off-site improvements that will need to be completed during the subdivision phase.

The latest concept plan, in Exhibit C, shows public right-of-way alignments and pathway locations. The planning staff will require a pathway that runs parallel to the canal, whether that be within the development or on the north side of the canal, the pathway would then be directed southward through the Vaquero Village Development or along the west of the canal. Staff anticipates that cooperation between Warren Irrigation, county staff, and the developer will result in a pathway alignment connecting to Reese park and further south to the long-distant planned transit station near the tracks.

The ability to serve letter from West Warren-Warren Water District, in Exhibit D, 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 E, 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 F, states the district requirements for annexation and connection. The LMSA has corrected their service letter, in that they will take ownership of the sewer lines serving this development, however, the private sewer laterals will be the lot owner's responsibility, which is standard practice.

Exhibit G 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 in Exhibit A 7.3.1 be used to allow for further negotiations.

The planning staff has prepared several recommendations in the form of model motions in Exhibit I 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 pathway is installed within the public ROW or within a designated pathway easement.
2. A bond for the ten-foot-wide sidewalk is created with the Weber County Engineering Department as part of the Longhorn Estates.
3. A sewer line is installed within the public utility easement so that the homeowners within Vaquero Village may connect.
4. Downward-directed and fully shielded street lights are placed on both corners at the entrance of 7100 West Street and 900 South Street.
5. Under the direction of the County Engineer, 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 developer of Longhorn Estates shall install and/or bond for the secondary water system upgrades.

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 are 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 within the Vaquero Village Cluster Subdivision is submitted before 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 before 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. Developer is responsible for the construction of a 10' pathway built within a 30' pathway easement that runs parallel to the northern canal. The pathway shall extend from 7500 West Street to the east edge of the Longhorn development.
4. Street adjacent pathways and mid-block pathways are dedicated and constructed to conform to section 106-2-3.
5. 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.
6. Developer provides cross-sections for all rights-of-way, to be included in this development agreement
7. The concept plan generally follows the right-of-way widths and alignments of the Western Weber General Plan.

7.2.2 Landscaping

1. The developer shall create an HOA landscape review board for the enforcement of section 108-7-12 Water-Wise Landscaping.
2. Each lot owner shall submit an HOA-approved landscape plan with the building permit application for the primary structure.
3. 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 pathways and 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

801-399-8791
2380 Washington Blvd. Ste 240, Ogden, UT. 84401
www.webercountyutah.gov/planning/



and pay all subdivision fees to amend the Vaquero Village Cluster
Subdivision Phase 1 plat.



Emergency Access Easement Agreement

This Emergency Access Easement Agreement ("Agreement") is made and entered into on 5 Jan 2024 by and between Western Basin Land & Livestock ("Grantor"), and Lync Construction LLC ("Grantee").

Recitals

WHEREAS, the Grantor is the owner of certain property located at approximately 750 S 7500 W, Ogden, Utah 84404, parcel #10-036-0001, hereinafter referred to as the "Burdened Property";

WHEREAS, the Grantee is developing an adjacent subdivision known as Longhorn Estates, located at approximately 640 S 7500 W, Ogden, Utah 84404, hereinafter referred to as the "Benefited Property";

WHEREAS, the Grantee desires to obtain an easement for emergency ingress and egress over and across a portion of the Burdened Property to ensure proper access to the Benefited Property in case of emergencies, as well as for the installation of a sewer line, over and across a portion of the burdened property;

AND WHEREAS, as part of the consideration for this Easement, the Grantee agrees to assist in rezoning the Burdened Property to benefit the Grantor and to provide sewer stubbing to the Burdened Property for future development to benefit the Grantor;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of Easement:** The Grantor hereby grants and conveys to the Grantee, its successors and assigns, a perpetual, non-exclusive easement over the Burdened Property for the purpose of emergency ingress and egress to and from the Benefited Property and for the installation of a sewer line within the easement (the "Easement").
2. **Location and Extent of Easement:** The Easement shall be located as described in Exhibit A attached hereto and made a part hereof, and shall be of sufficient width (26') and length to accommodate emergency vehicles and other necessary access requirements.
3. **Maintenance and Repair:** The responsibility for installation of maintenance and repair of the road, sewer lines Easement, including the access road and sewer line, shall rest with the Grantee. *installation, KJM PB*
4. **Use of Easement:** The Grantee shall use the Easement exclusively for emergency ingress and egress ONLY and for housing a sewer line to service the Benefited Property and

*PB
KJM*

Exhibit B

shall not interfere with the Grantor's use and enjoyment of the Burdened Property.

- 5. **Alterations and Improvements:** ^{1 km} ~~Two~~ roads with a width of 26 feet, ^{desc. TBD km} will be constructed. These roads will be made of a durable road base material, designed, and built to support a weight of up to 70,000 pounds. This specification is to ensure that the roads can accommodate heavy emergency vehicles, such as fire trucks and ambulances, without sustaining damage. Beneath the road base, a sewer line will be installed. The installation will be completed in accordance with all relevant regulations and standards to ensure functionality and safety. The sewer line will be laid out and constructed prior to the road construction to ensure seamless integration and avoid any future disruptions for maintenance or repairs.
- 6. **Term:** The term of this Easement shall be perpetual.
- 7. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- 8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Emergency Access Easement Agreement as of the day and year first above written.

[Signatures]

Western Basin Land & Livestock

By: Kami F. Marriott

Name: Kami F. Marriott

Title: Manager

Date: 1-5-2024

Lync Construction LLC

By: [Signature]

Name: Pat Burns

Title: Manager

Date: 1-5-2024

Exhibit B

Exhibit A: Map of Easement Area

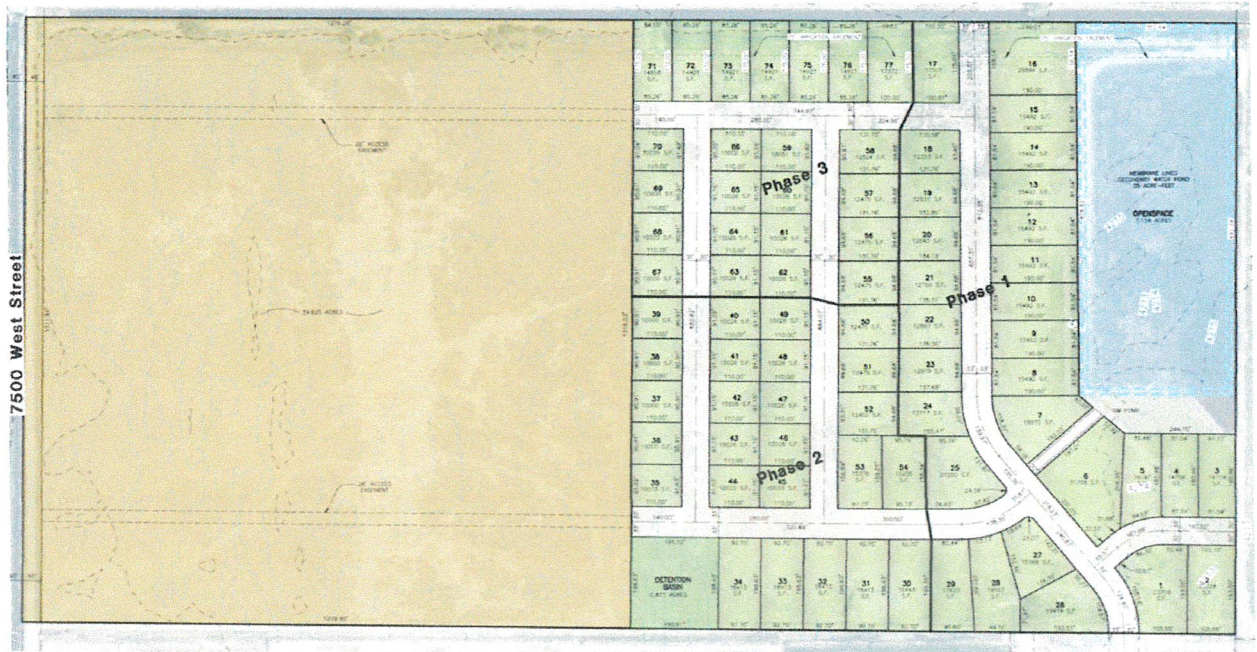


Exhibit B.2


To whom it may concern:

This letter serves to acknowledge and confirm that Western Basin Land & Livestock is the rightful property owner of the 40-acre land parcel, identified as parcel number 10-036-0001, located approximately at 750 S 7500 W, Ogden, Utah 84404 ("Property").

Western Basin Land & Livestock hereby authorizes Pat Burns of Lync Construction LLC to assist in the rezoning of the Property and to file the necessary rezoning application on behalf of Western Basin Land & Livestock.

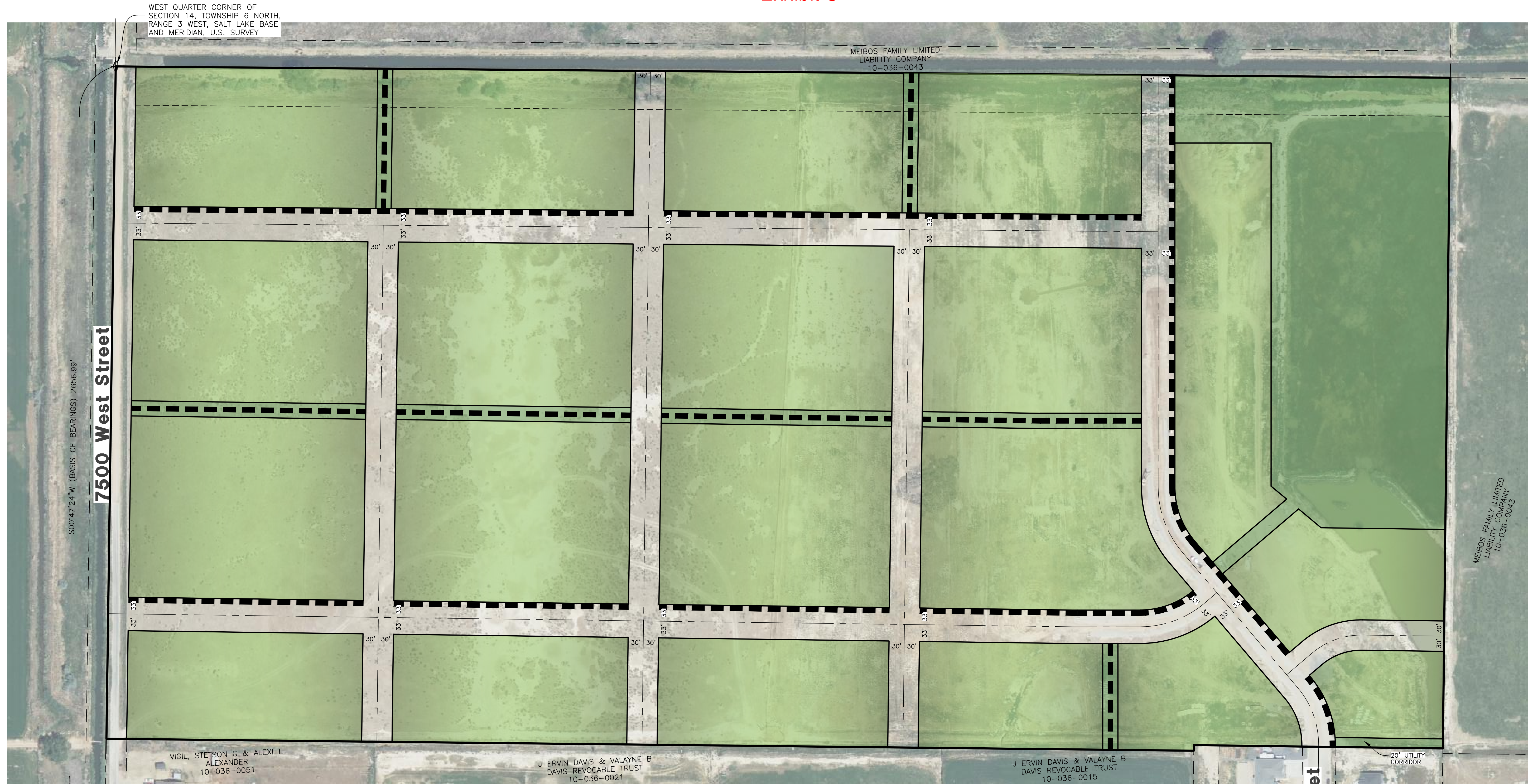
Western Basin Land & Livestock recognizes that, should they decide to develop the Property, they will be required to enter into a Development Agreement with the relevant county authority. This Development Agreement will likely mandate certain improvements to the Property prior to the approval of any subdivision. These improvements may include, but are not limited to, enhancements to the infrastructure on 7500W adjacent to the Property.

Sincerely,

Signature:  Date: 1/5/2024
Lync Construction LLC

Signature:  Date: 1/5/2024
Western Basin Land & Livestock

Exhibit C



WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

MEIBOS FAMILY LIMITED LIABILITY COMPANY
10-036-0043

VIGIL, STETSON G & ALEXI L ALEXANDER
10-036-0051

J ERVIN DAVIS & VALAYNE B DAVIS REVOCABLE TRUST
10-036-0021

J ERVIN DAVIS & VALAYNE B DAVIS REVOCABLE TRUST
10-036-0015

MEIBOS FAMILY LIMITED LIABILITY COMPANY
10-036-0043

SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 14 TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 14; THENCE SOUTH 89°31'02" EAST 2636.52 FEET; THENCE SOUTH 00°38'30" WEST 1328.33 FEET; THENCE NORTH 89°13'20" WEST 491.80 FEET; THENCE SOUTH 00°44'41" WEST 11.23 FEET; THENCE NORTH 89°22'10" WEST 2148.07 FEET; THENCE NORTH 00°47'24" EAST 1328.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,508,583 SQUARE FEET OR 80.546 ACRES.

Density Calculations

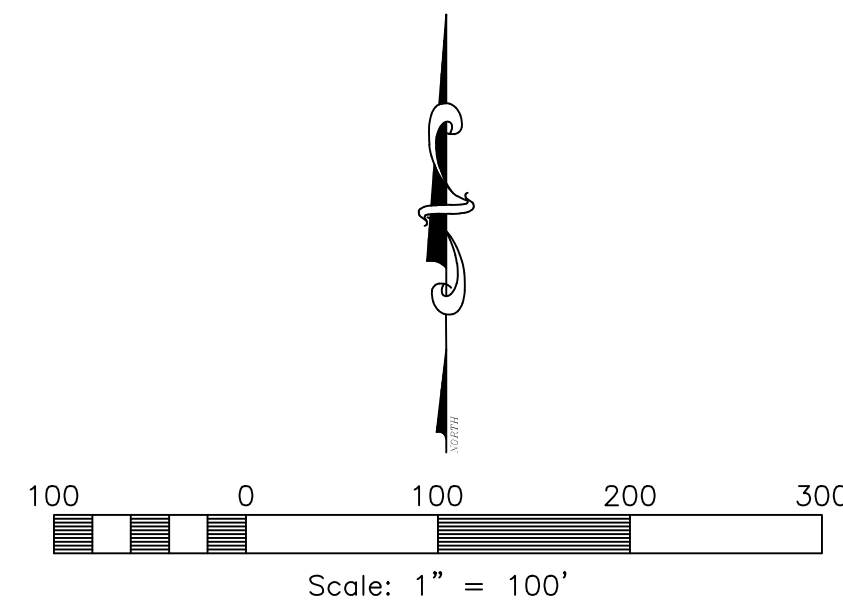
Total Area.....80.55 ac. (3,508,583 s.f.)
Density...3,508,583 s.f./15,000 s.f. = 233.91 Lots

■ ■ ■ = LOCATION OF PROPOSED 10' PATHWAY



VICINITY MAP

NO SCALE



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) 621-2100 FAX: (801) 621-2666 WWW: REEVE-ASSOC.COM
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DATE	DESCRIPTION
1-19-24	County Comments
1-30-24	LAYOUT Updates

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

Zoning Exhibit

--

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

Sheet	1
1	Sheets

Revised: Jan 31, 2024

Exhibit D

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

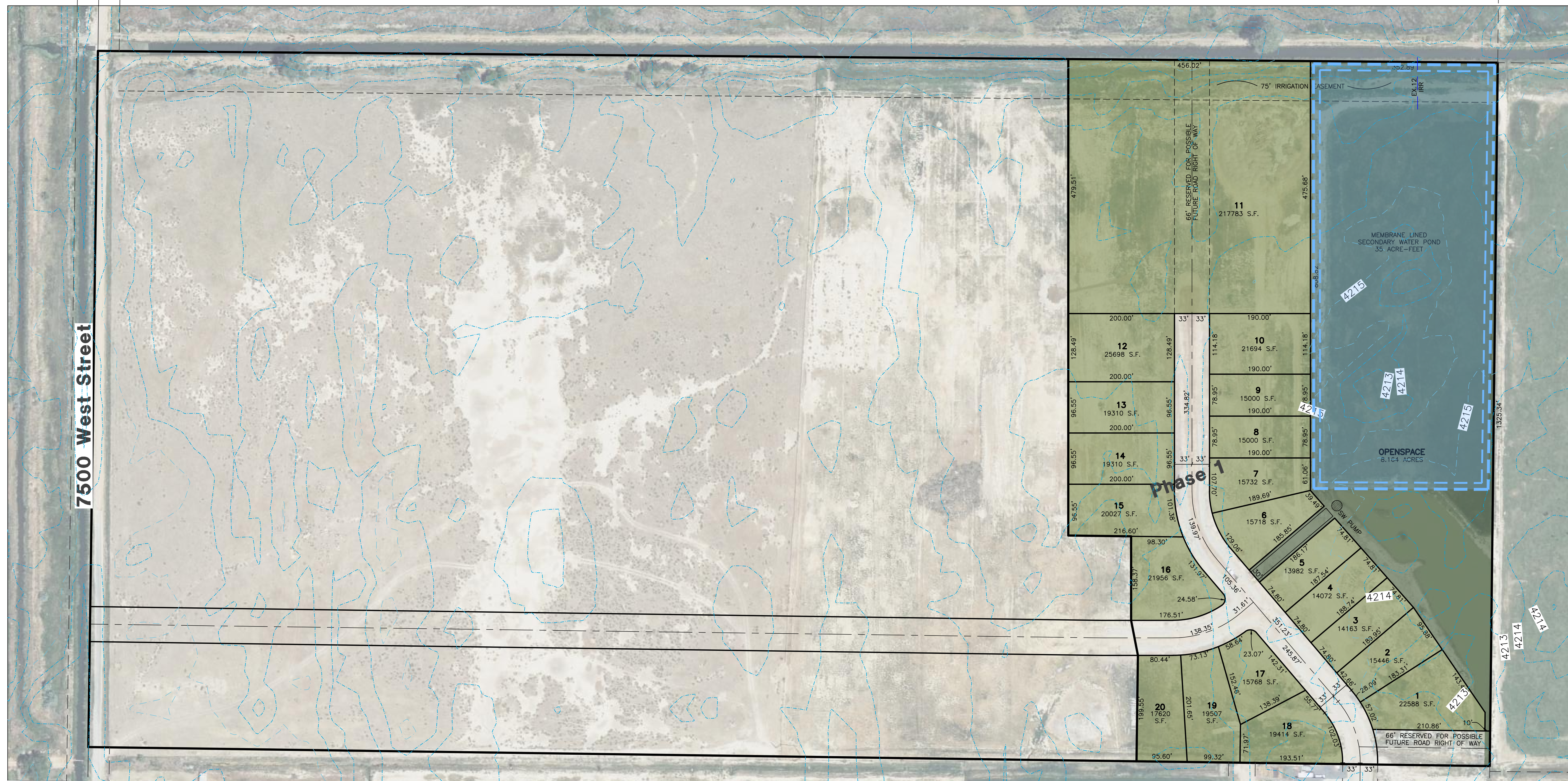


Randy Giordano, Chairman



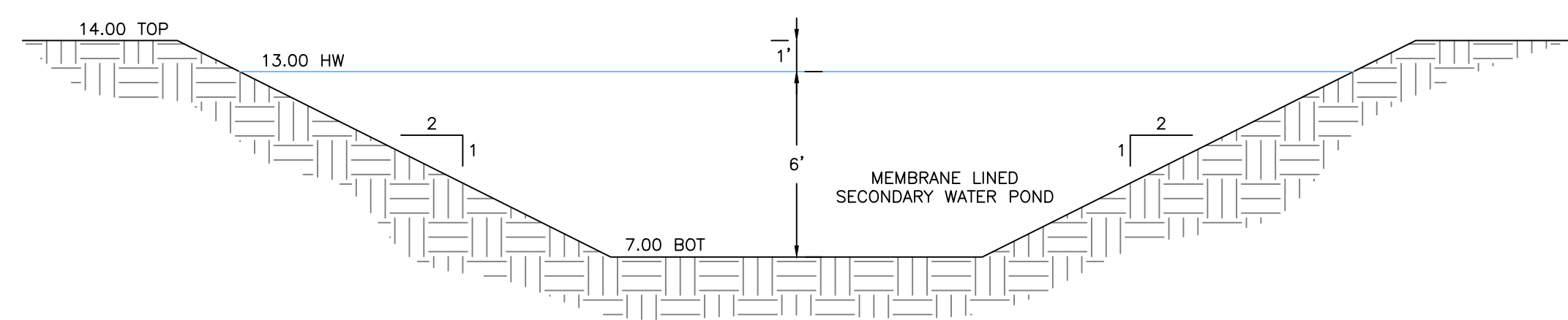
Pat Burns, Lync Construction

Exhibit E



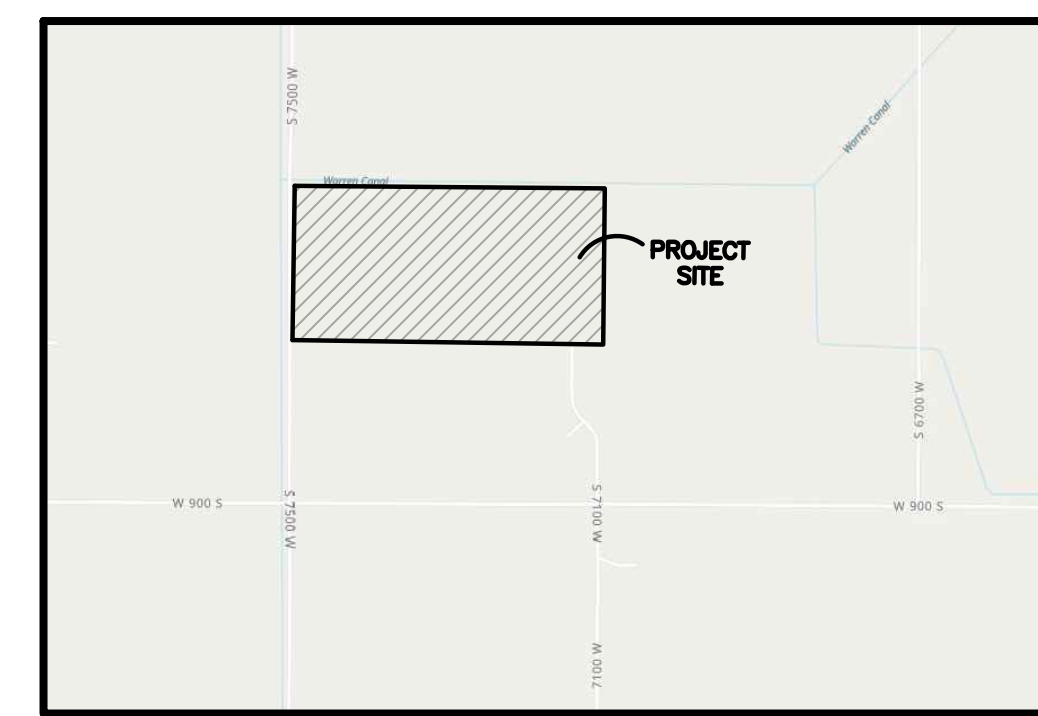
7500 West Street

7100 West Street



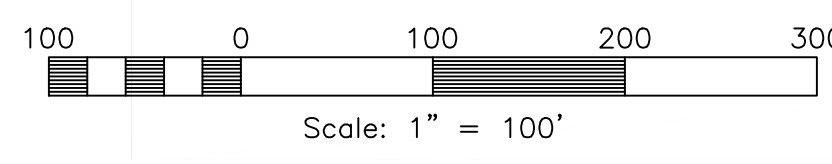
Secondary Pond Detail

SCALE: NO SCALE



VICINITY MAP

NO SCALE



Scale: 1" = 100'

Longhorn Estates

Weber County, Utah

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



REVISIONS	DESCRIPTION
DATE	

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 E.2

To whom it may concern:

This letter serves to acknowledge and confirm that Mountain Views Water LLC will take ownership and responsibility for the maintenance and operation of the irrigation pond and system in the Longhorn Estates subdivision located at approximately 640 South 7100 West, Ogden, UT, 84404.

Sincerely,

Name: John Priez

Signature: 

Date: 1-29-24



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 lateral sewer lines (gravity or pressure) or on site 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", is written over a light blue horizontal line.

Stephanie Russell
Little Mountain Service Area, Board Manager

CC: John Price, LMSA Board Chair

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: _____

Lleverino, Felix

From: Mike Lync <mzurn@lynconstruction.com>
Sent: Friday, January 12, 2024 9:27 AM
To: Ewert, Charles; Lleverino, Felix
Cc: Alexander Owens; Ashley Hampton; Pat Burns
Subject: [EXTERNAL] Fwd: Emergency Access Approval for a Development in Weber County
Attachments: 2023.12.21 Concept Plan.pdf

CAUTION: This email originated from outside Weber County. Do not click links or open attachments unless you know the sender and are expecting the link or attachment. **Think Before You Click!**

Good morning Charlie Felix,

This is regarding Longhorn Estates.

I have attached an email from David Reed (Weber County Fire Marshal) let me know he is good with the emergency access road were we have indicated it as long as it is 26ft wide, can support 75,000 pounds, maintained year round and if we have a legal agreement signed by the Mariotts. We have a verbal from the Mariotts and will be getting you a signed letter.

Please let me know what additional questions you have.

Thank you,

Michael Zurn
385-205-1318
Lync Development

Begin forwarded message:

From: David Reed <dreed@weberfd.com>
Date: January 11, 2024 at 2:17:59 PM MST
To: Mike Lync <mzurn@lynconstruction.com>, Jared Taylor <jtaylor@weberfd.com>, "Aydelotte, Tamara" <taydelotte@webercountyutah.gov>
Cc: Alex Owens <alex@lynconstruction.com>, Ashley Hampton <ashley@lynconstruction.com>, Pat Burns <pat@lynconstruction.com>
Subject: **Re: Emergency Access Approval for a Development in Weber County**

Mike,

The emergency access will work if it has the legal agreement, is at least 26' wide, and has a drivable surface that can support 75,000 lbs. It will also need to be maintained year-round. The full review will be documented when the project enters Frontier as a subdivision.

Exhibit H

Tamara,

I can't find Charlie's email, so would you please forward this to him?

Thanks!



David Reed
Deputy Chief
8017823580 ext.205

From: Mike Lync <mzurn@lynconstruction.com>
Sent: Wednesday, January 10, 2024 1:11 PM
To: David Reed <dreed@weberfd.com>; Jared Taylor <jtaylor@weberfd.com>
Cc: Alex Owens <alex@lynconstruction.com>; Ashley Hampton <ashley@lynconstruction.com>; Pat Burns <pat@lynconstruction.com>
Subject: Emergency Access Approval for a Development in Weber County

Hello David and Jared,

My name is Michael Zurn and I work with Lync Development. In speaking to the county we need to get signed off from the fire marshal our emergency access for our development. Below is a plat map of the development and outlined in red is the proposed easement.

Our address is roughly 600 S 7100 W, Ogden, Utah 84404.

Can you help direct me on what additional information you need from me to get this approved and signed off?

Thank you and have a great day.

Michael Zurn
385-205-1318
Lync Development

Exhibit I

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. All 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* _____].

