



OGDEN VALLEY PLANNING COMMISSION

PLANNING MEETING AGENDA

Meeting Location: EDEN PARK

5510 E 2100 N, EDEN UT

October 03, 2017

5:00 p.m. – 8:00 p.m.

(Note: The meeting location is different than normal.)

Pledge of Allegiance

Roll Call

1. Minutes: Approval of the April 12, 2016 and May 17, 2016 Meeting Minutes
 2. Petitions, Applications and Public Hearings
 - 2.1. Legislative Item
 - a. New Business
 1. ZDA 2017-02 Consideration and action on a request to amend Eden's Blacksmith Village zoning development agreement that was originally approved as part of Ordinance 2008-17 and amended as part of Contracts C2010-100, C2011-38, and C2013-197. The requested amendment involves changes to the conceptual plan, a time extension, and the removal of previously imposed limitations and restrictions. The site is located at approximately 2145 North and 5500 East in Eden.
 2. Remarks from Planning Commissioners
 3. Planning Director Report
 4. Remarks from Legal Counsel
 5. Adjourn Public Meeting to Convene to a Work Session
- WS1. DISCUSSION: Regarding adding "conference/education center" to the list of allowed uses in the Shoreline (S-1) Zone and/or to Agri-tourism farms designated as "small farms" (10-<20 acres)
- WS2. DISCUSSION: ZTA 2017-11: Discuss ongoing changes to the Ogden Valley Sign Co

***The meeting will be held in the Eden Park, 5510 E2100 N, Eden UT
No pre-meeting is scheduled for a work session***

(In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission 24 hours in advance of the meeting at 801-399-8791)



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request to amend the Blacksmith Village (2145 North and 5500 East, Eden) zoning development agreement that was originally approved as part of Ordinance 2008-17 and amended as part of Contracts C2010-100, C2011-38, and C2013-197. The requested amendment involves changes to the conceptual plan, a time extension, and the removal of previously imposed limitations and restrictions.

Agenda Date: Tuesday, October 03, 2017

Applicant: Horseshoe, LLC

Authorized Agent: Shawn Clegg

File Number: ZDA 2017-02

Property Information

Approximate Address: 2145 North and 5500 East Eden, UT

Project Area: 1.31 Acres

Zoning: Commercial Valley-2 (CV-2)

Existing Land Use: Blacksmith Village Commercial Development

Proposed Land Use: Blacksmith Village Commercial Development

Parcel ID: 22-047-0040

Township, Range, Section: Township 7 North, Range 1 East, Section 34

Adjacent Land Use

North: Residential	South: Agricultural/Residential
East: Public Park	West: Agricultural

Staff Information

Report Presenter: Scott Mendoza
smendoza@co.weber.ut.us
801-399-8769

Report Reviewer: RG

Applicable Ordinances

- Title 102 - Administration, Chapter 5 - Rezoning Procedures
- Title 104 - Zones, Chapter 21 Commercial Valley (CV-2) Zones

Summary of Request

The applicant is requesting an approval to amend the Blacksmith Village zoning development agreement that was originally approved as part of Ordinance 2008-17 and later amended as part of Contracts C2010-100, C2011-38, and C2013-197. The requested amendment involves changes to the conceptual site plan and the final, un-built commercial building (Labeled as New Building C on Exhibit B plans), a time extension, and the removal of previously imposed limitations and restrictions. See Map 1 (on page 5 of this staff report) for the project location map.

- See Exhibit A for the applicant's request letter.
- See Exhibit B for the existing conceptual development plan and a schematic elevation of the final, un-built commercial building that is part of the most recently approved zoning development agreement filed as Contract #2013-197.
- See Exhibit C for the newly proposed conceptual site plan and new renderings of the final, un-built commercial building.
- See Exhibit D for the existing zoning development agreement (Contract #2013-197) in its entirety.
- See Exhibit E for a complete list of allowed uses in the CV-2 Zone.

Background and Project History

The Jesse Wilbur Blacksmith Shop is a single-story; Victorian-type brick building that was constructed in 1898. It serves as the anchor and is a part of an existing 1.31 acre commercial development that consists of a new single-story; brick-faced building that is directly connected to the south wall of the Blacksmith Shop. The site also consists of and is divided by a two-lane driveway that leads to a rear parking lot that serves another (2-unit) brick commercial building that is located approximately 55 feet south of the Blacksmith Shop and its addition. All recent construction mimics late 19th and early 20th century commercial architecture; however, the new materials and detailing used are different enough to provide a visual delineation between the new structures and the original Blacksmith Shop.

The current approval covers an area approximately 1.31 acres in size which was rezoned from Agricultural Valley-3 (AV-3) and Commercial Valley-1 (CV-1) to Commercial Valley-2 (CV-2). The intent of the commercial area is to develop new professional office and retail space with a focus on the preservation of the historic Blacksmith Shop.

The following provides a project history:

- The Blacksmith Village site was zoned entirely Agriculture Valley-3 (AV-3) until October of 2000. At this time, the very first request to rezone the property was approved, creating a 0.21 acre area of Commercial Valley-1 (CV-1) Zone over and around the existing Blacksmith Shop structure only. The development agreement associated with this approval limited uses, within the Blacksmith Shop, to a blacksmith shop, museum, gift shop, or antique shop.
- In June of 2008, Weber County approved a request to rezone the Blacksmith Shop site and an additional 1.10 acres to the Commercial Valley-2 (CV-2) Zone. The Ogden Valley General Plan did not support the expansion of commercial uses in the area; however, it specifically listed the Blacksmith Shop as a historic site that should be preserved. In an effort to use zoning as a historic preservation tool, the County agreed to rezone the entire 1.31 acres but required that the Blacksmith Shop be structurally protected, preserved, and placed on the National Register of Historic Places. An expanded, but limited, list of uses was also incorporated into this approval.
- In May of 2010, Weber County approved an amendment to the 2008 concept development plan. The revised concept showed a new design for the Blacksmith Shop addition and the second commercial building. It also moved the western most building ("Building C") from the southwest corner of the property to the northwest corner of the property.
- In March of 2011, the County approved another revision to the concept development plan. "Building C" was redesigned (to match the two existing buildings fronting on 5500 East Street), the pedestrian plaza area (behind the Blacksmith Shop) was reduced in size, and the southern building was added to phase 1 of the project.
- In July of 2013, Weber County approved a request and amended the project's zoning development agreement in order to extend the project's completion date until June 23rd, 2018. See Exhibit B for the existing conceptual development plan and schematic elevation for the final, un-built commercial building that is part of the most recently approved zoning development agreement filed as Contract #2013-197. See Exhibit D for the existing zoning development agreement (Contract #2013-197) in its entirety.
- In October of 2016 and after a rigorous application process, the Blacksmith Shop was placed on the National Register of Historic Places. It stands as the only structure in the Ogden Valley to have this designation.

Proposed Agreement Amendments and Assessment

Since the approval of the last amendment to the Blacksmith Village development agreement, the applicant has discovered an opportunity to preserve another historic building that was constructed on a different property located in western Weber County. The applicant has also realized that the Ogden Valley General Plan has been updated to now show historic "Old Town Eden" as a "village area" that is an appropriate area for new and diversified commercial development.

The following provides a description of the proposed amendments and a planning staff assessment:

1. Revise the plan for the final, un-built commercial building (labeled as "New Building C" on Exhibit B plans) in order to replace it with a historic West Point Canning Co. building which will add approximately 4582 square feet to "Building C's" conceptual footprint. The existing concept shows "Building C" as having a footprint of 3500 square feet.

Planning Staff Assessment: An increase in the building's footprint will not negatively affect auto or pedestrian traffic circulation or views from 5500 East Street or Eden Park. Also, the proposal is consistent with the General Plan's guidance to encourage the construction of buildings that promote historic and rural character. The Plan suggests that the County limit increases in commercial development to village areas shown on the General Plan's *Village Areas Map* (Map 6).

2. Add a rustic water tower, to the plan, that will contribute a rural aesthetic and serve as a landmark.

Planning Staff Assessment: Section 108-7-5 (Exceptions to Height Limits) of the land use code allows water tanks and other similar structures to be constructed to heights that exceed the height limit set by the zone in which the structure is located. Because the code allows an increase in tower height but does not provide a specific height limit, the commission may consider setting a maximum height limit. The water tower's ability to serve as a landmark may contribute to the community's identity and future development of Old Town Eden's "small area plan", as described in the Ogden Valley General Plan.

3. Keep all originally imposed conditions found in the current zoning development agreement's Exhibit C; however, remove all limitations and restrictions on uses. See page 12 of 14, of Exhibit D, for all imposed conditions, limitations, and restrictions on allowed uses.

Planning Staff Assessment: The 2016 Ogden Valley General Plan has been updated and now identifies the area, around Eden Park, as a "village area" that is appropriate for future commercial development. Due to the changes in the General Plan, the commission may consider removing all limitations on uses and allowing all uses provided for in the CV-2 Zone except for those that offer motor service and repair, outdoor and RV storage, and indoor storage units. See Exhibit E for a complete list of all uses provided for in the CV-2 Zone.

4. Extend the existing project completion date of June 23, 2018 to June 23, 2023.

Planning Staff Assessment: Construction of the first two buildings and the project's interface with 5500 East Street and the general public is now complete; therefore, the commission may consider eliminating a completion date from the development agreement.

The following provides general information related to the CV-2 Zone and rezoning procedures:

CV-2 Zone

Section 104-21-1 (Purpose and Intent):

"The CV-2 Zone (General Commercial) has been established for the purpose of providing a broad range of commercial services and goods to serve a larger region of the county like the Ogden Valley. Areas with CV-2 zoning have a principal patronage which originates throughout the Ogden Valley or is due to recreation in the Ogden Valley. CV-2 areas are to be a commercial hub or node of activity. These areas, as outlined in the General Plan, are to be near the traditional town centers of the Ogden Valley and not to be strung out along the highways. Uses in the CV-2 Zone may provide goods and services not typically found amongst commercial areas within resorts including automobile sales and service, sporting goods, service stations, hotels, and professional offices."

Rezoning Procedures

Section 102-5-2 (Development to be in Conformance with the General Plan):

Since the purpose of zoning regulations is to promote the general welfare, safety, health, convenience and economic prosperity of the county, it is county policy that rezoning of property, should further this purpose, by complying with the county's general plans.

Section 102-5-5(a) (Concept Development Plan):

The concept development plan shall be submitted with a rezoning application, and shall supply sufficient information about the development to assist the planning commission and county commission in making a decision on the rezoning application.

Section 102-5-8(a) (Development Agreement):

The county commission may require an applicant, at the time of zoning approval, to enter into a zoning development agreement which specifies and details the applicant's responsibilities and commitments in carrying out the development contained in an approved concept development plan and which lists the conditions and limitations of development imposed by the county and also the contemplated action of the county in case of default by an applicant or any successors in interest in the rezoned property.

Conformance to the General Plan

Based on staff's assessment, it has been determined that the proposal conforms to the Ogden Valley General Plan by:

- Developing a commercial project within an established commercial village area. (2016 OVGP – Commercial Development Principle 1.1, pg. 25).
- Developing a project that is compatible with the character of Ogden Valley. (2016 OVGP – Commercial Development Principle 2.1, pg 25). The Blacksmith Shop is used as an example of a quality development in the General Plan (pg. 26).

Summary of Suggested Planning Commission Considerations

The following are suggested considerations:

- Is the proposed amendment consistent with the vision of the area?
- Does the proposed amendment conform to the Ogden Valley General Plan?
- Does the proposal to amend the conceptual development plan negatively impact the surrounding properties and uses?

Staff Recommendation

The Planning Division recommends approval of the request to amend the zoning development agreement that was previously approved as Contract #2013-197. This recommendation is based on the proposal conforming to the Ogden Valley General Plan and is specifically described below:

1. Amend the concept development plan as proposed.
2. Limit the proposed water tank to a specific height as determined by the planning commission.
3. Retain all conditions as listed in the Conditions section of Exhibit C found in the existing development agreement (C2013-197) attached to this staff report as Exhibit D.
4. Eliminate the restriction of having no more than two bays for antique car restoration and clarify that the restriction, of having no more than fifteen cars on display, is intended for "outdoor" display only.
5. With the exception of Limitation #3, eliminate all other (Limitation #1, 2, and 4) limitations listed in the Limitations section of Exhibit C found in the existing development agreement (C2013-197) attached to this staff report as Exhibit D.
6. Allow all uses provided for in the CV-2 Zone except for those that offer motor service and repair, outdoor and RV storage, and indoor personal storage units. See Exhibit E for a complete list of all uses provided for in the CV-2 Zone.
7. Eliminate the project completion date from the development agreement.

Exhibits

- A. Applicant's letter requesting the amendment to the existing zoning development agreement (C2013-197).
- B. Existing concept development plan and schematic elevation of the final, un-built commercial building.
- C. New and proposed concept site plan and new renderings of the final, un-built commercial building (West Point Canning Co. Building).
- D. Existing zoning development agreement filed as Contract 2013-197.
- E. Complete list of Commercial Valley-2 (CV-2) Zone uses.

Exhibit A

To: Weber County Planning Department

Date: September 12, 2017

On July 10th, 2013 an amended Zoning Development Agreement between Horseshoe LLC and Weber County Corporation was filed and recorded in Weber County for the property generally located at 2145 North and 5500 East within the unincorporated area of Weber County, Utah. Horseshoe LLC has completed the buildings and installed all landscaping and parking shown in the site plans for Phase 1. The Blacksmith Shop and surrounding buildings including landscaping were carefully designed and built and complement the surrounding park and town center. The Ogden Valley General plan states "Old Eden is smaller than Huntsville but also has a unique historical character and a community-oriented town center. Small local retail establishments border the western and northern streets of Eden Park. The commercial structures in Old Eden, although different in architectural style, rely on historical details and character and provide an attractive, walkable commercial center." Horseshoe LLC has proven that their designs and plans not only fit in line with the guidelines of the General Plan but the blacksmith shop site is used as an example of architectural style elements within the General Plan. This site also sits within a designated Village area that is designated for Commercial Development within the General Plan. The Blacksmith Shop since the completion of Phase 1 has been listed on the National Register of Historic Places and is currently the only structure in the Ogden Valley with this designation.

Horseshoe now desires to move forward with Phase 2 and is requesting the following changes and updates to the Zoning Development Agreement.

- 1) Section 2. The petitioner will develop the subject property based on the concept development plan attached hereto and marked as Exhibit B. The attached plan may be refined and modified but the general concept of the plan will not be changed without prior formal approval of the County. The petitioner will complete the project within 15 years of the original rezoning approval date (June 23, 2008).
- 2) Removal of Limitations and restrictions on Uses in Exhibit C and substitute uses with current CV-2 permitted and conditional uses

The design concept for Phase 2 has changed and Horseshoe LLC requests approval to increase the building footprint and modify the general design and site plan for phase 2 which will be attached as a new Exhibit B to the new amended Zoning Development Agreement. The design changes come as a result of the opportunity Horseshoe LLC had to take down the old West Point Canning Co building in West Haven, UT. The former owners of the building and property were making plans to demolish the building to make way for a municipal building. Horseshoe LLC was able to step in and offer to take down each brick one by one, remove all timbers and building materials pounding out all of the nails and fasteners at a significant cost and has stored all materials with the intent of rebuilding the West Point Canning Co. building at the Blacksmith Shop site in Eden saving a historic building that would have otherwise been lost. The architecture, brick, design and landscaping of Phase 2 not only compliments the existing development but also aligns well with the general plan.

Exhibit A

In Chapter 5. Commercial Development of the Ogden Valley General Plan the following are desires from the Residents of Ogden Valley concerning commercial development along with Commercial Development Principals and Implementation of the County.

“Residents desire that new commercial development be located and clustered in one of the existing commercial areas.”

Commercial Development Principle 1.1 and Implementation 1.1.1 and 1.1.2 call to “limit all new commercial development in the Ogden Valley planning area to Huntsville, the resort areas, and the village areas, as shown on Map 6” which identifies the current property as sitting within the center of the depicted Village area designated for commercial in Old Eden Town. Due to this development sitting within a commercial area within the general plan we are requesting that the limitations on uses are removed so the development can be on the same playing field as current and future commercial neighbors.

“Residents would also like for commercial development in each area to have a consistent design theme.”

“Residents have expressed a strong desire for better design coordination, improved pedestrian spaces, and greater emphasis on quality architecture and landscape design for commercial buildings and areas.”

“new projects in the commercial areas defined above should adopt designs that reflect Ogden Valley’s existing historical rural character and land use patterns.”

Commercial Development Principle 2.1 and Implementation 2.1.1 Require new commercial development to “conform to community design standards to ensure compatibility with the character of Ogden Valley and to provide for aesthetic and functional transition to surrounding residential and agricultural areas.”

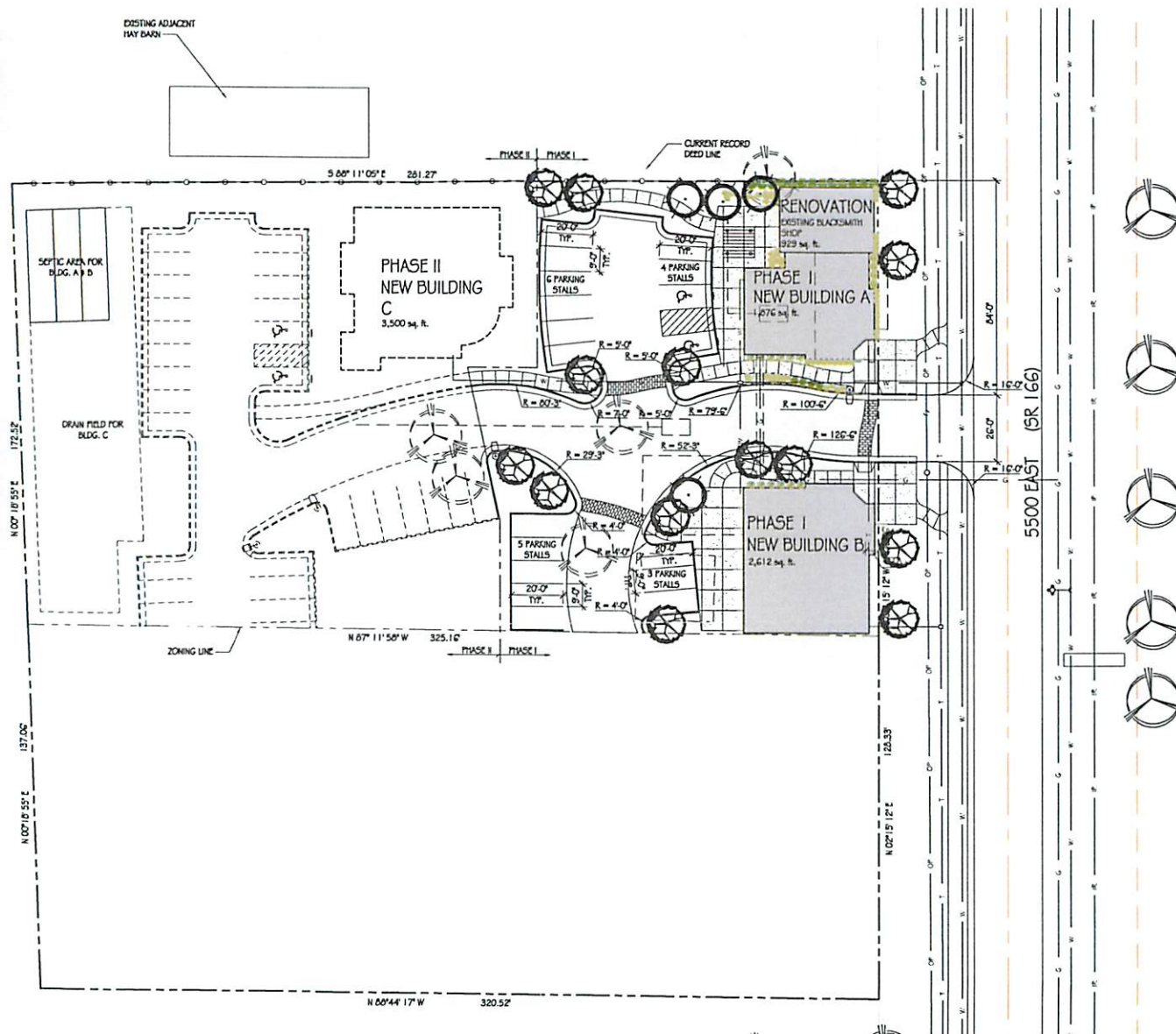
As Horseshoe LLC has shown in Phase 1 the quality of architecture, design, landscaping and build materials used is exceptional and as a result the development is used as an example for design standards within the General Plan. Phase 2 will complement existing structures and also aligns with the historic feel of the Old Town Eden area. The West Point Canning Co building was a historic building in rural Utah and the opportunity to save this structure and have it in our Old Town Eden Center is phenomenal and will increase the rural character of the area. Old West or mine-town architecture which is one of the three architectural style element standards listed in the General Plan and Phase 2 along with Phase 1 exemplifies this architectural style element standard.

Horseshoe LLC looks forward to continuing our work with Weber County in improving Old Eden Town area and specifically the Blacksmith Village development.

Sincerely,

A handwritten signature in black ink, appearing to read "Pamela Collard". The signature is fluid and cursive, with a large initial "P".

Pamela Collard, Manager



ZONING & PARKING REQUIREMENTS

ZONING: PHASE I
 ZONE: CV-2 (MODIFIED BY DEVELOPMENT AGREEMENT)
 BUILDING USE: OFFICE / RETAIL

SETBACKS	OFFICE / RETAIL	
	YARD	DISTANCE
	FRONT	
	REAR	
	SIDE	

MAX. BLDG. HT.: 35 FT.

COVERAGE: PHASE I

	AREA	% REQ.	% OF LOT
TOTAL LOT AREA OF PHASE I & II	1.31 ACRES		
TOTAL AREA OF PHASE I	25,095 sq. ft.		
EXISTING BLACKSMITH SHOP TO BE RENOVATED	929 sq. ft.		4%
NEW BUILDING A	1,076 sq. ft.		7%
NEW BUILDING B	2,612 sq. ft.		10%
LANDSCAPING	7,327 sq. ft.		30%
PAVING	12,220 sq. ft.		49%

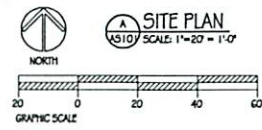
COVERAGE: PHASE II

	AREA	% REQ.	% OF LOT
TOTAL AREA OF PHASE II	32,350 sq. ft.		
NEW BUILDING C	3,500 sq. ft.		10%
LANDSCAPING	17,063 sq. ft.		53%
PAVING	12,133 sq. ft.		37%

PARKING MATRIX

BUILDING AREA:	1,076 SQ. FT.	
USE	RATIO	REQ. STALLS
RETAIL (1,412)	1 PER 200 sq. ft.	7
OFFICE (1,076)	1 PER EMPLOYEE	4
ICE CREAM PARLOR / SANDWICH SHOP (1,200)	1 PER BOOTH OR TABLE	5

STALLS REQUIRED: 16
 STALLS PROVIDED: 10



MANZON
 ARCHITECTURE

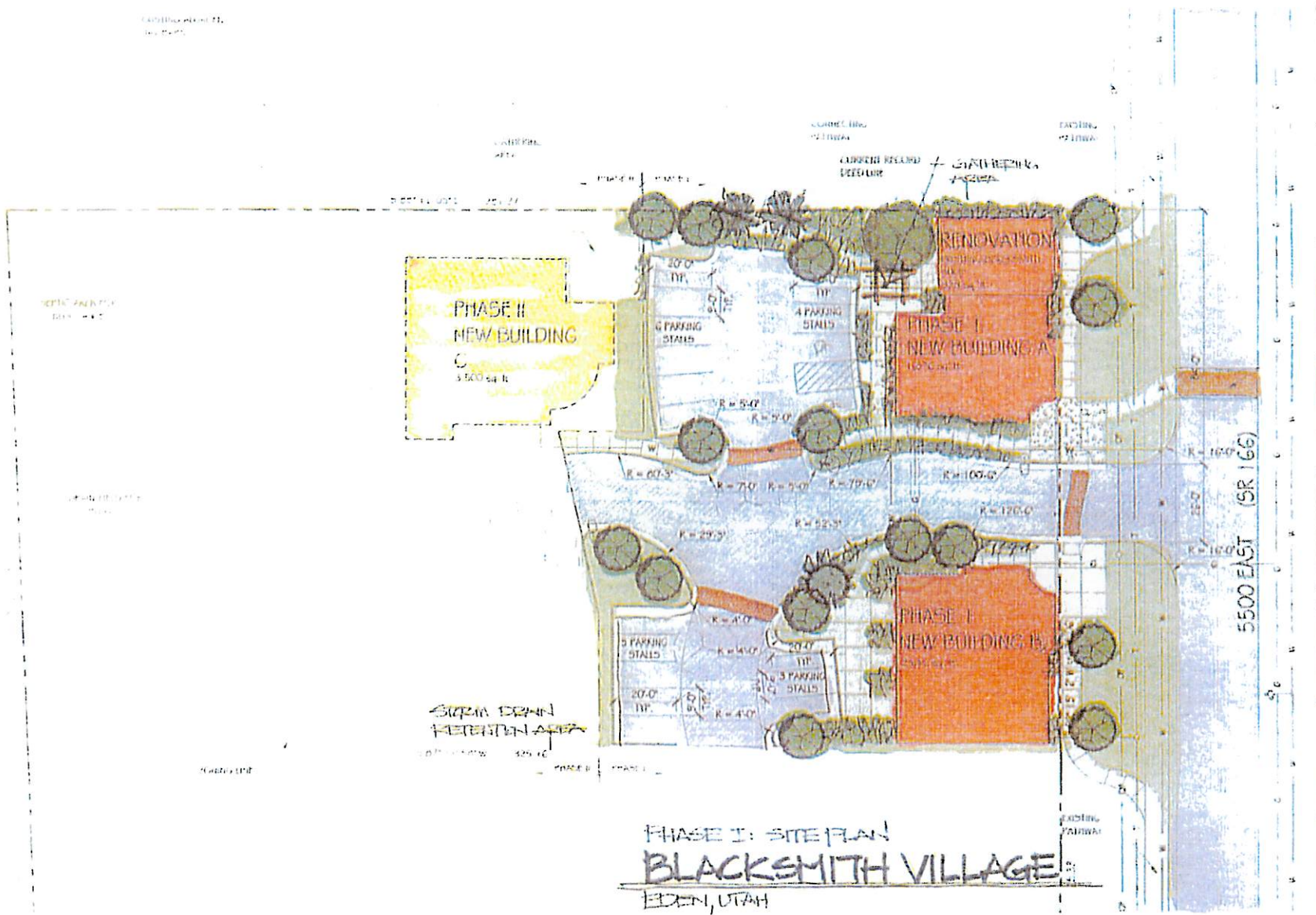
PROJECT: BLACKSMITH VILLAGE PHASE 1
 LOCATION: 2145 NORTH 5500 EAST, HEDEN, UTAH

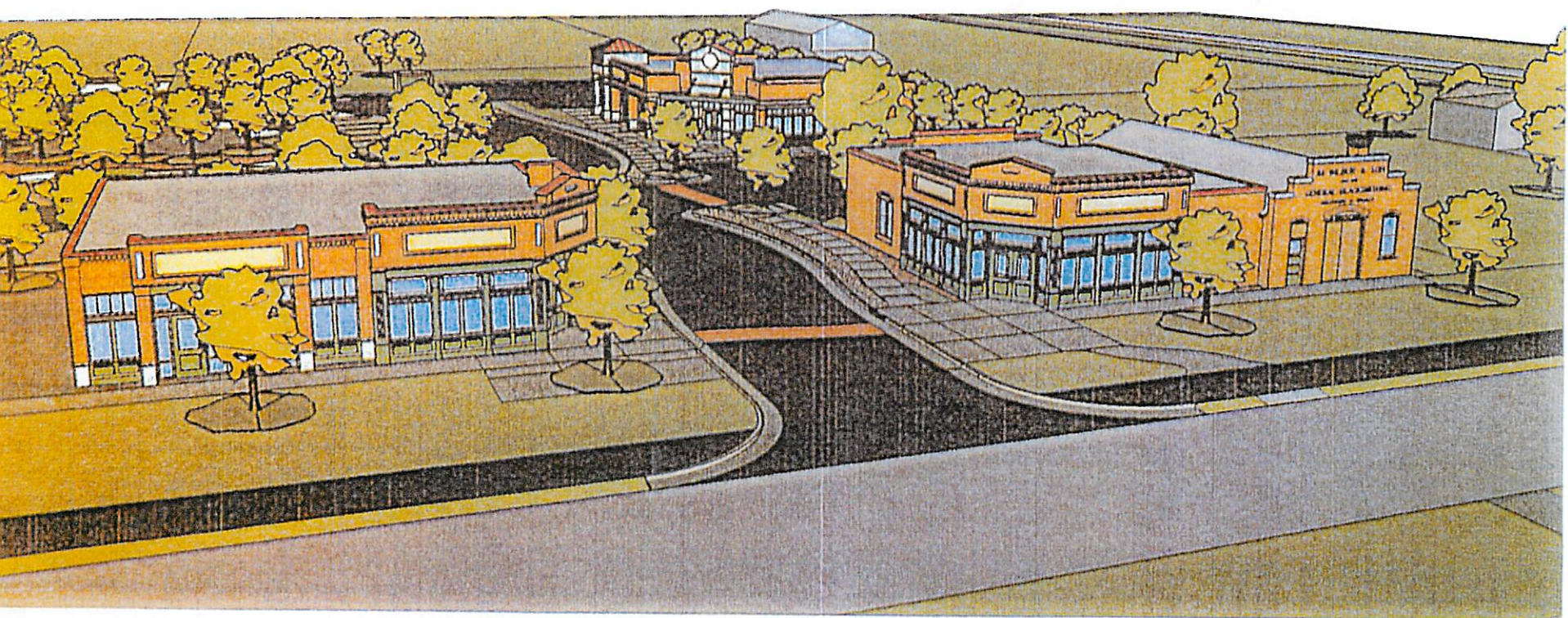
OWNER: HORSESHOE LLC

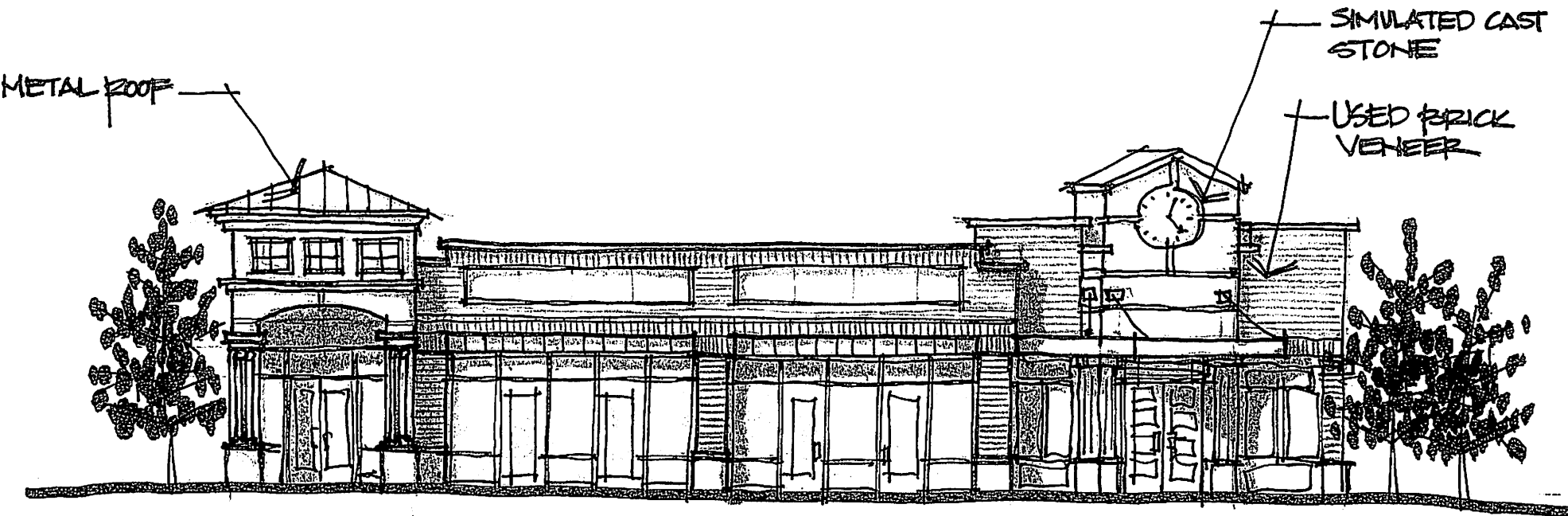
PROJECT: BLACKSMITH VILLAGE PHASE 1
 LOCATION: 2145 NORTH 5500 EAST, HEDEN, UTAH

PROJECT NO: 07035
 DRAWN BY: TCG, MGV
 CHECKED BY: DJV

REVISIONS:





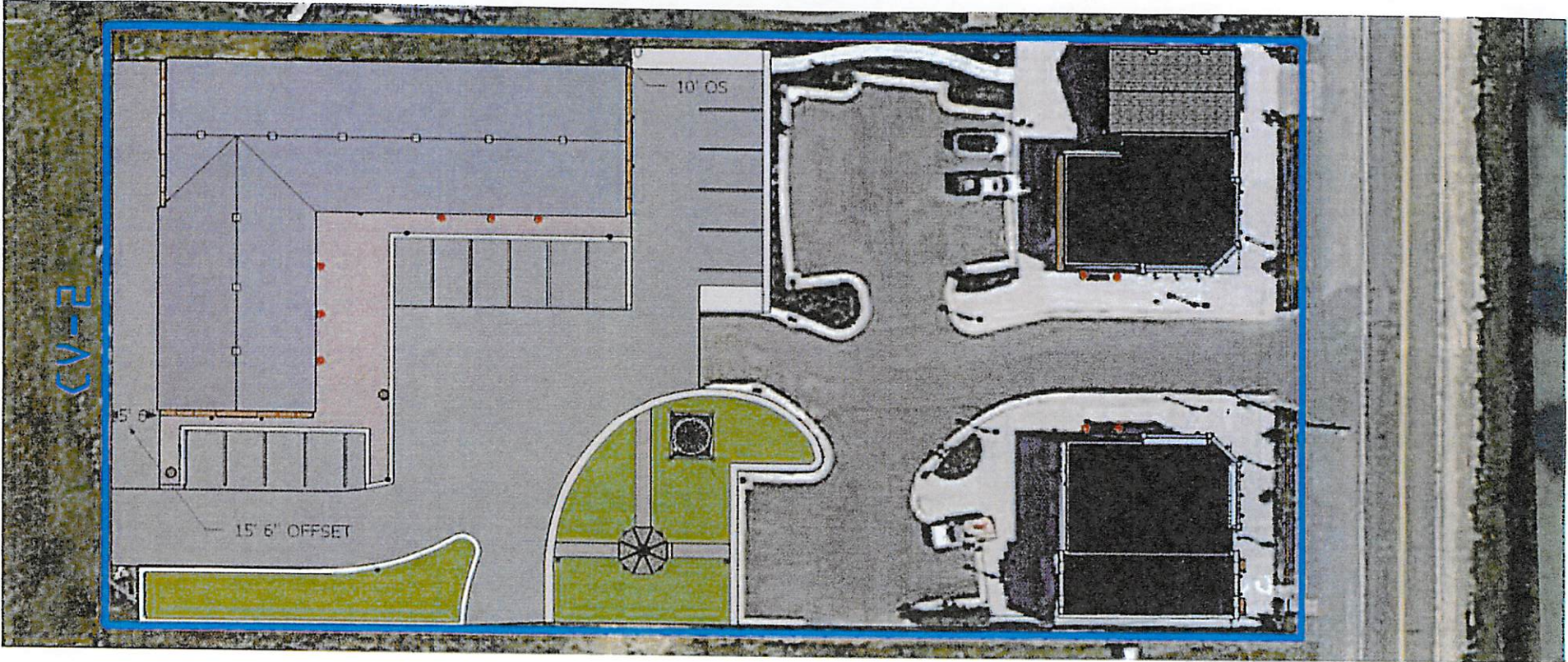


SCHMATIC ELEV. BLDG. C - PHASE II

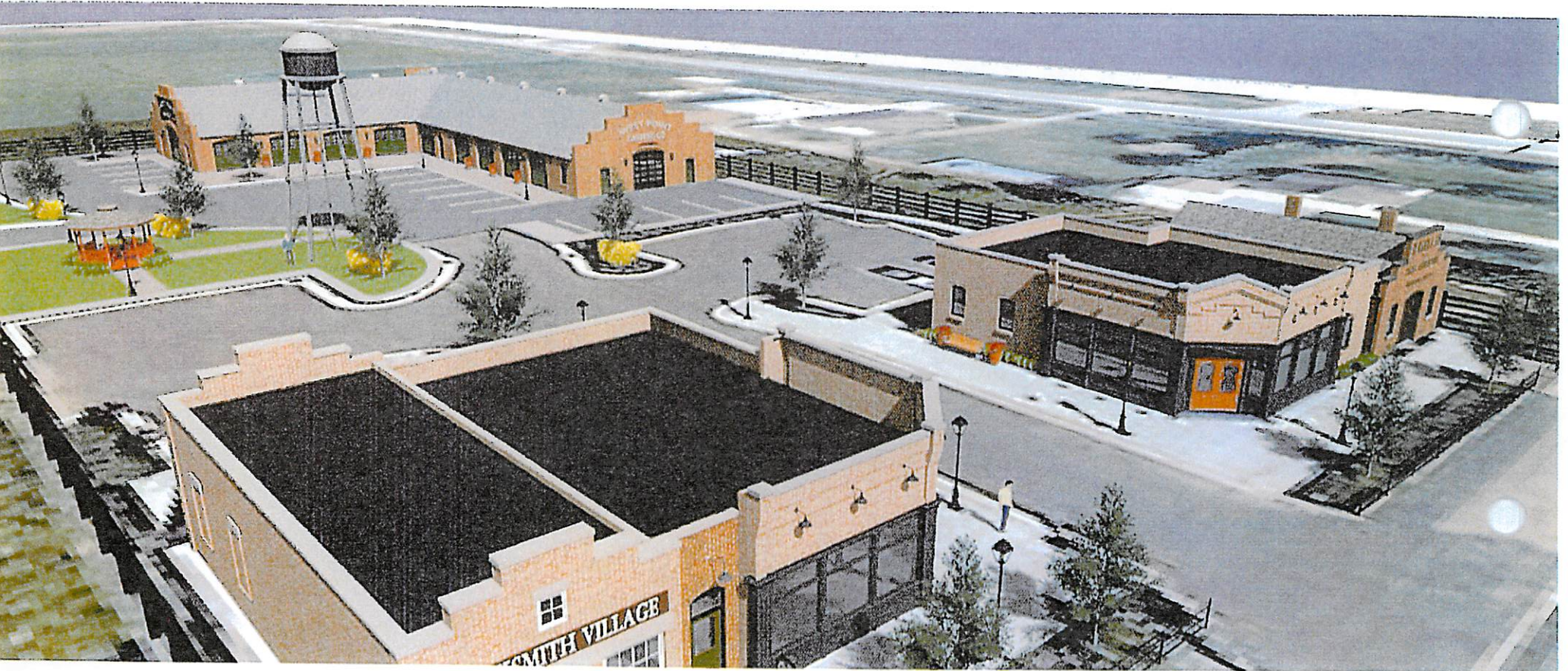
BLACKSMITH VILLAGE

EDEN, UTAH

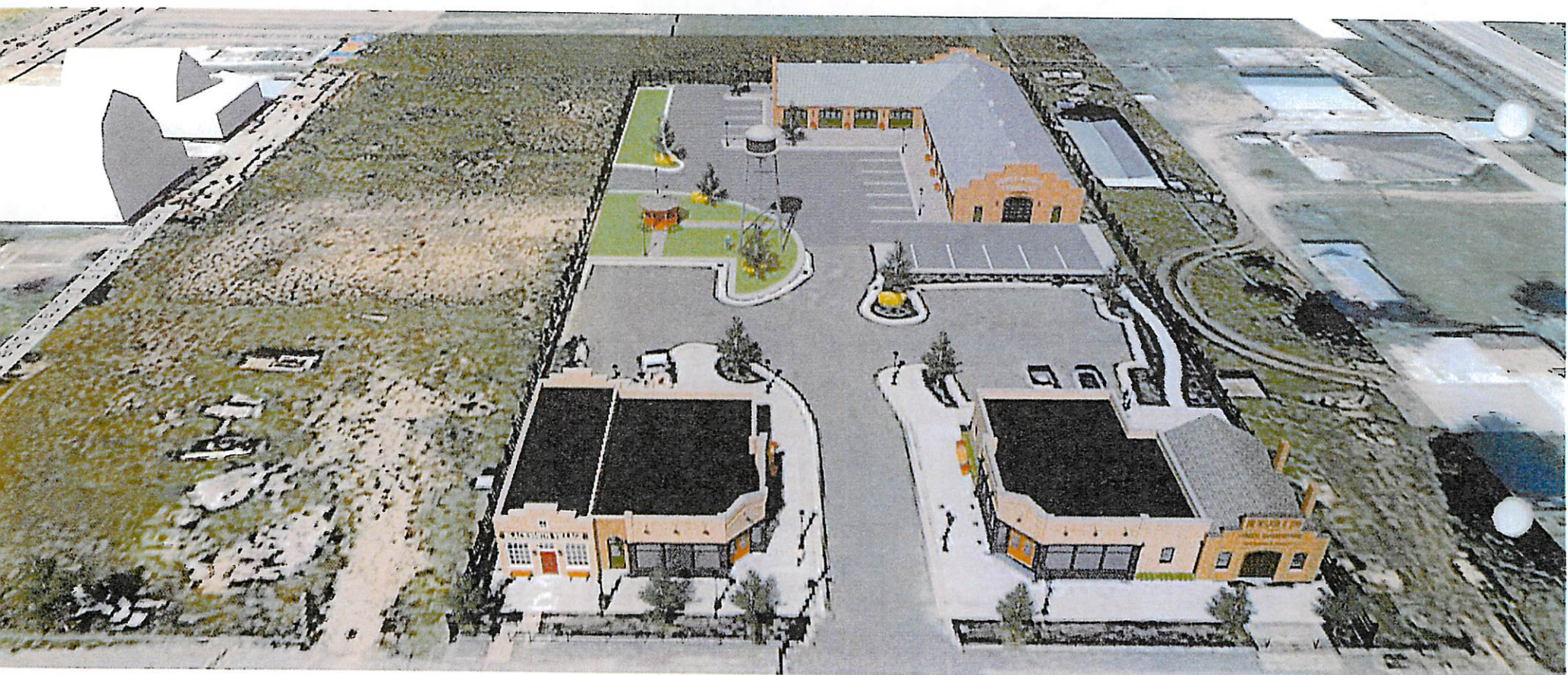
VANZEREN ARCHITECTURE



EXIST-C
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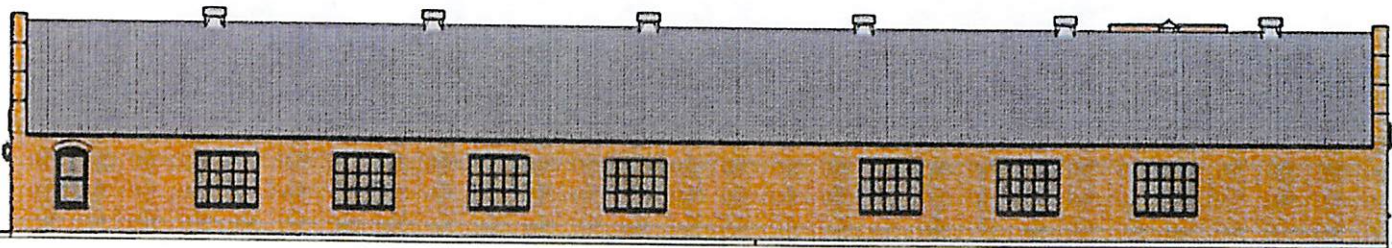
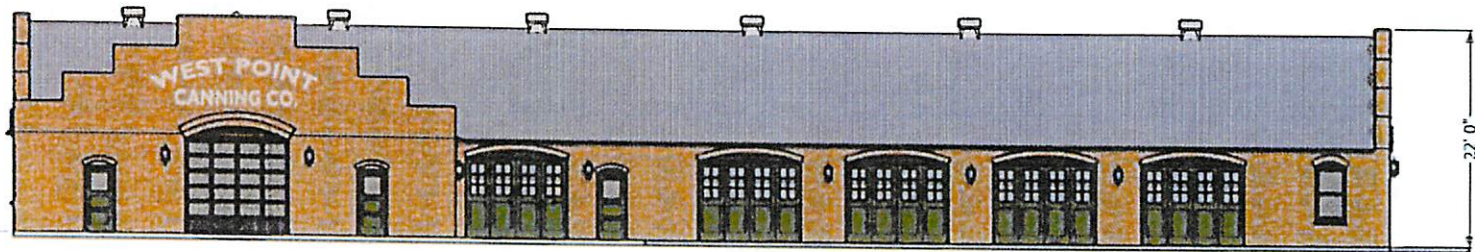


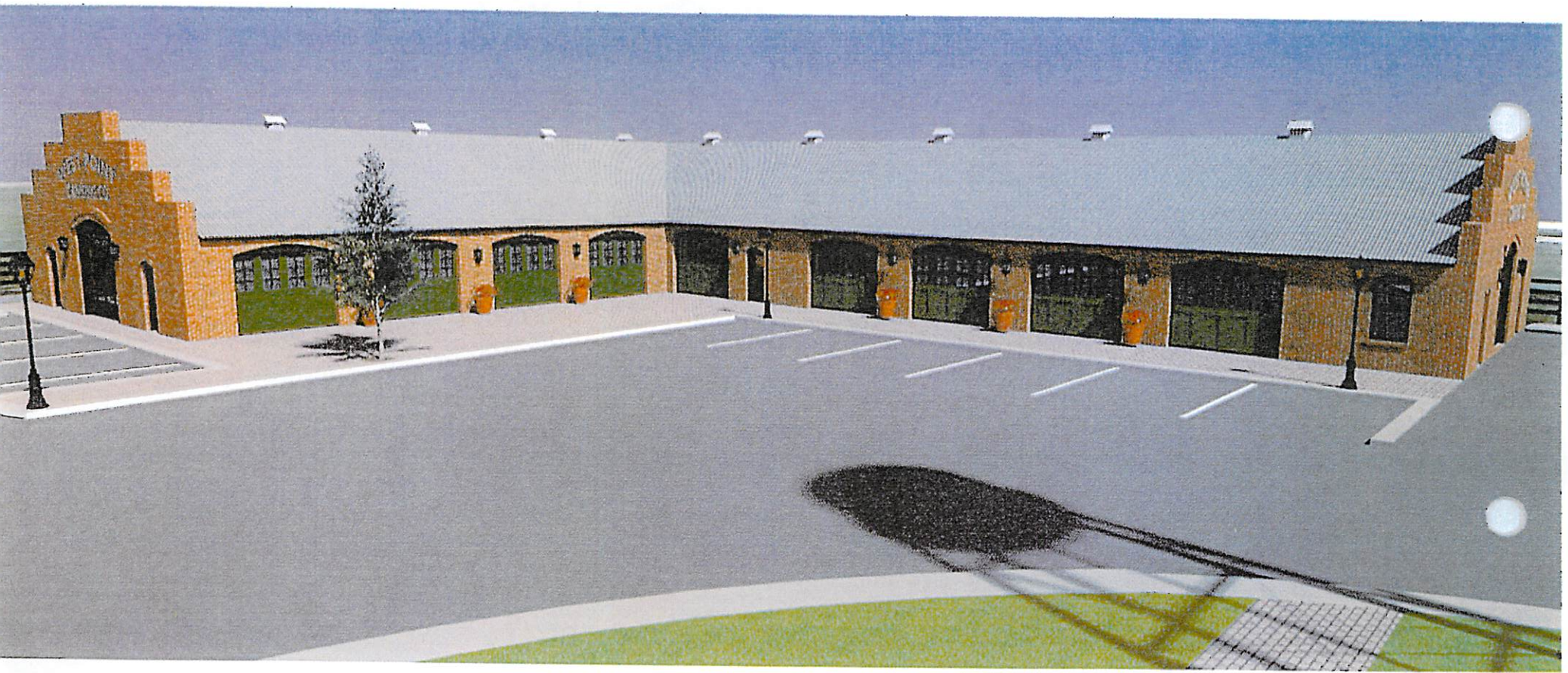
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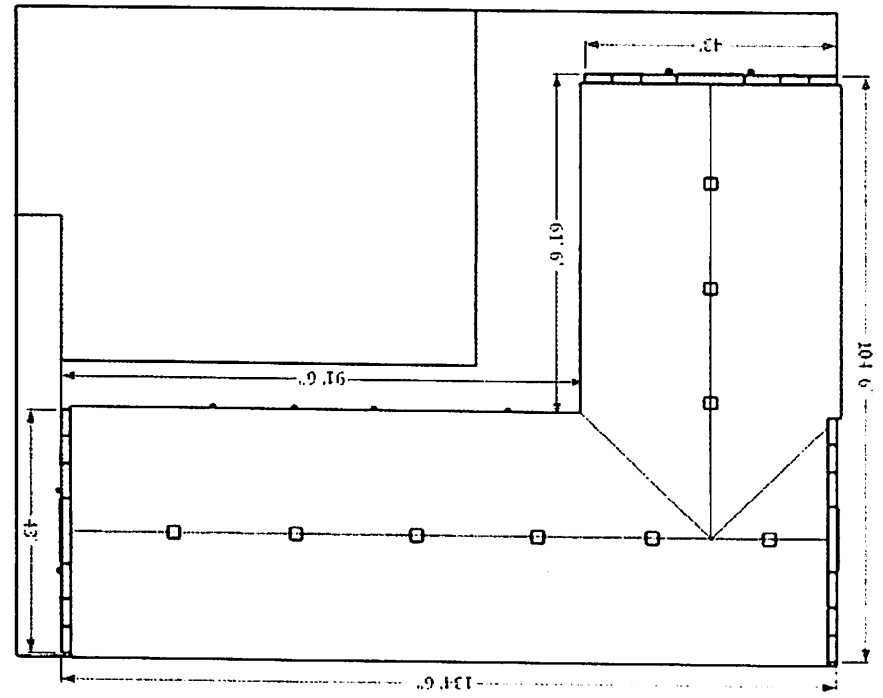
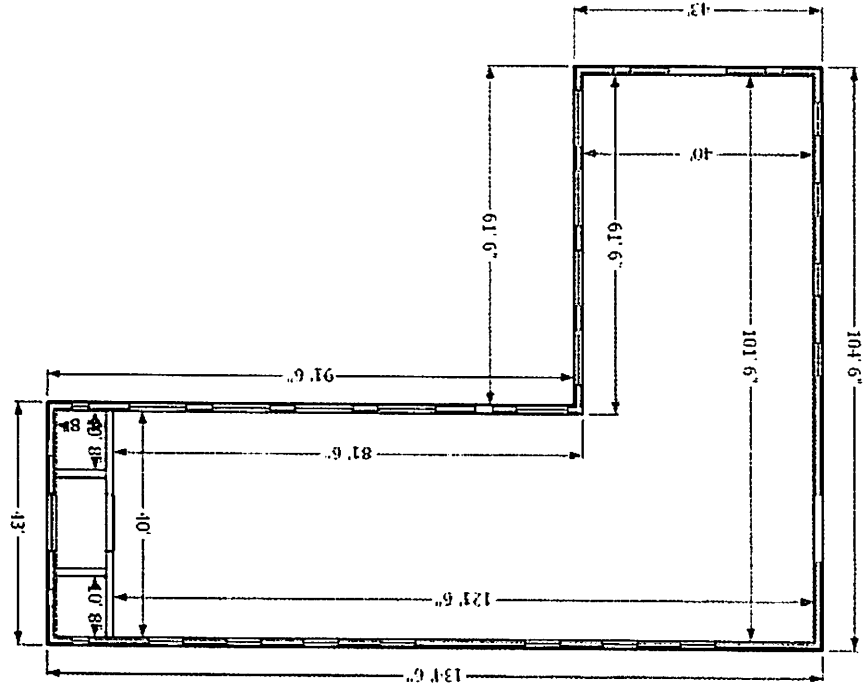
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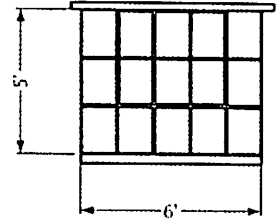
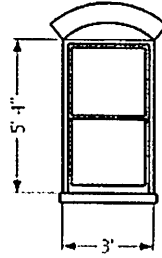
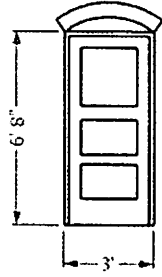
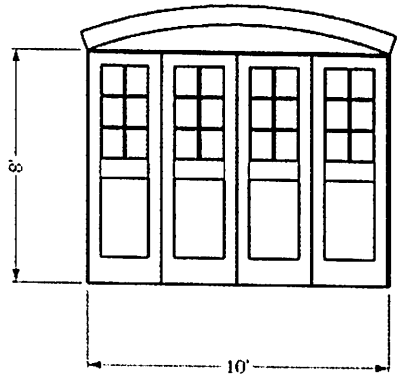
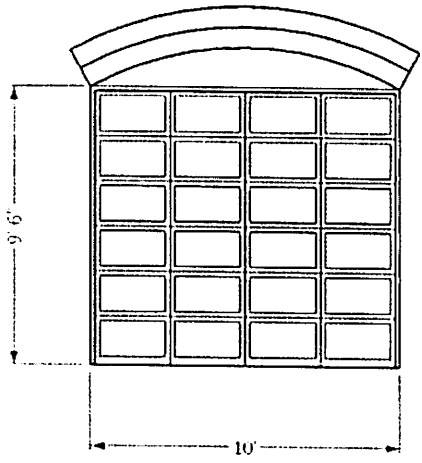




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W2644723

C 2013 - 197 (6/25)

EH 2644723 PG 1 OF 14
ERNEST O ROWLEY, WEBER COUNTY RECORDER
10-JUL-13 1052 AM FEE \$4.00 DEP TOT
REC FOR: WEBER COUNTY PLANNING

WEBER COUNTY

ZONING DEVELOPMENT AGREEMENT AMENDED

PARTIES: The parties to this amended Zoning Development Agreement (Agreement) are Horseshoe LLC ("the petitioner") and Weber County Corporation ("the County").

EFFECTIVE DATE: The effective date of this Agreement will be the date that rezoning approval is granted as outlined below by the Weber County Commission ("the Commission").

RECITALS: Whereas, the petitioner has rezoned property generally located at 2145 North and 5500 East within the unincorporated area of Weber County, Utah from Agricultural Valley -3 (AV-3) and Commercial Valley - 1 (CV-1) Zone to Commercial Valley-2 (CV-2) for the general purpose of constructing retail and professional space on property which consists of 1.31 acres and is more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference ("the property"); and,

WHEREAS, the County seeks to promote the health, welfare, safety, convenience and economic prosperity of the inhabitants of the County through the establishment and administration of Zoning Regulations concerning the use and development of land in the unincorporated area of the County as a means of implementing the adopted General Plan of all or part of the County; and

WHEREAS, petitioner has requested that certain property be rezoned for purposes of allowing him or his designees to develop the property in a manner which has been outlined to the Planning Commission; and

WHEREAS, the petitioner considers it to his advantage and benefit for the County to review his petition for rezoning based upon having prior knowledge of the development that is proposed for the property so as to more completely assess its compatibility with the County's General Plan and for the area and the existing land use surrounding the property to be rezoned as described in Exhibit A; and

WHEREAS, the County is desirous of rezoning the property for the purpose of developing the property in the manner outlined to the county but does not feel that the property should be rezoned unless the development that the petitioner contemplates is commenced and completed on the property within an agreed upon reasonable time; and

WHEREAS, it is in the best interests of both the petitioner and the County that in the event the petitioner's project is not commenced, constructed and completed within a reasonable time that the zoning of the parcel described in Exhibit A be rezoned back to the zoning that existed prior to granting petitioners initial rezoning request; and

WHEREAS, the petitioner has acknowledged that, due to the lack of progress on the approved project, he will be in default of the previously approved Zoning Development Agreement; and

WHEREAS, the petitioner has requested that the County extend the expiration date of the previously approved Zoning Development Agreement recorded in the Office of the Weber County Recorder as entry number 2519505; and

WHEREAS, the County Commission, after receiving a recommendation from the Ogden Valley Planning Commission, has determined that proposed development continues to conform to the goals and objectives of the Ogden Valley General Plan and continues to be a benefit to both parties involved;

NOW THEREFORE, for good and valuable consideration in receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:


1. The County will maintain, for an agreed upon amount of time, the zoning of the property described in Exhibit A which was rezoned from Agricultural Valley-3 (AV-3) and Commercial Valley-1 (CV-1) to Commercial Valley-2 (CV-2) for the purpose of allowing the petitioner to construct his pre-designed project on the subject property.
2. The petitioner will develop the subject property based on the concept development plan attached hereto and marked as Exhibit B. The attached plan may be refined and modified but the general concept of the plan will not be changed without prior formal approval of the County. The petitioner has begun construction on the designated project described in Exhibit B and will complete the project within 10 years of the original rezoning approval date (June 23, 2008).
3. Petitioner acknowledges that, if the project has not been completed within the time frames outlined above, he will request that the property be rezoned from Commercial Valley-2 (CV-2) to Agricultural Valley-3 (AV-3) and Commercial Valley (CV-1) and this document will serve as his request that the property be rezoned by the County. Petitioner understands that the County's granting of his rezoning petition is contingent upon him completing the project substantially as outlined in Exhibit B and within the time frame outlined in this agreement.
4. The petitioner agrees that only uses which comply with the Zoning Ordinance provisions will be approved on the petitioned property as part of a more specific and more detailed Site Plan. No other uses will be approved.
5. The responsibilities and commitments of the petitioner and the County as detailed in this document, when executed, shall constitute a covenant and restriction, running with the land and shall be binding upon the petitioner/owner his assignees and successors in interest, and shall be recorded in the Office of the Weber County Recorder.
6. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
7. The County will review more detailed development plans and approve/ issue Land Use or Conditional Use Permits for only those uses and site design standards that comply with the Zoning Ordinance provisions.
8. The following conditions, occurrences or actions will constitute a default by the petitioner, his assigns or successors in interest:
 - a. failure to present a detailed development plan including proposed uses for the project, or a major phase thereof, gain County approval and obtain Land Use/Conditional Use and Building Permits and complete construction within the time periods specified in this Agreement.
 - b. disposing of the property for any other purpose than that approved by this Agreement, the concept development plan and general uses and any subsequent more detailed plans and uses approved by the County.
 - c. a written petition by the petitioner, his/her assigns or successors in interest, filed with the County seeking to void or materially alter any of the provisions of this Agreement.
9. In the event that any of the conditions constituting default by the petitioner, his/her assigns or successors in interest occur, the County finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized. In such a case, the County shall examine the reasons for the default and lack of progress or proposed major change of plans, and either approve an extension of time or major change to the concept plan or initiate steps to revert the zoning designation to its former zone.

- 10. The parties may amend or modify the provisions of this Agreement and/or the concept development plan only by written instrument and after considering the recommendation of the County Planning Commission which may hold a public hearing to obtain public input on the proposed amendment or modification if deemed warranted.
- 11. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per approved development plans or until the property covered herein has been reverted to its former zone designation as a result of default.
- 12. Nothing contained in this Agreement constitutes a waiver of the County's sovereign immunity under any applicable state law.
- 13. In the event that legal action is required in order to enforce the terms of this agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this agreement from the defaulting party.
- 14. This agreement constitutes the entire agreement between the parties. No changes or alternatives may be made in this agreement except in writing signed by both parties.

Documents Attached:

- Exhibit A (Commercial Valley – 2 Zoning Description)
- Exhibit B (Concept Development Plan)
- Exhibit C (Conditions, Limitations, and Uses)

Approved by the parties herein undersigned this 2nd day of July, 2013.


Delany Stephens AGENT
 Developer

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
 ss
 County of Weber)

On the _____ day of _____ A.D. 2013

personally appeared before me _____

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Notary Public

Residing at: _____, Utah

CORPORATE ACKNOWLEDGMENT

State of Utah)
ss
County of Weber)

On the 2ND day of July A.D. 2013

personally appeared before me Delaney Stephens duly sworn, did say that he/she is the AGENT of Horseshoe LLC, the corporation which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors that the said corporation executed the same.

Kary C. Serrano
Notary Public

Residing at: Ogden



APPROVED AS TO FORM:

[Signature]
Weber County Attorney

7/3/13
Date

APPROVED:

[Signature]
Chairperson, Weber County Commission

7/9/2013
Date

ATTEST:

[Signature]
Weber County Clerk Auditor

Exhibit A

Parcel #: 22-047-0040

Blacksmith Shop Commercial Zoning Description:

BEGINNING AT A POINT 13.05 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 0.09 CHAINS; THENCE SOUTH 88D30' EAST 0.83 CHAINS; THENCE SOUTH 1D30' WEST 171.00 FEET; THENCE NORTH 88D30' WEST 5 CHAINS; THENCE NORTH 1D30' EAST 176.94 FEET; THENCE SOUTH 88D30' EAST 4.17 CHAINS TO, MORE OR LESS, THE POINT OF BEGINNING.

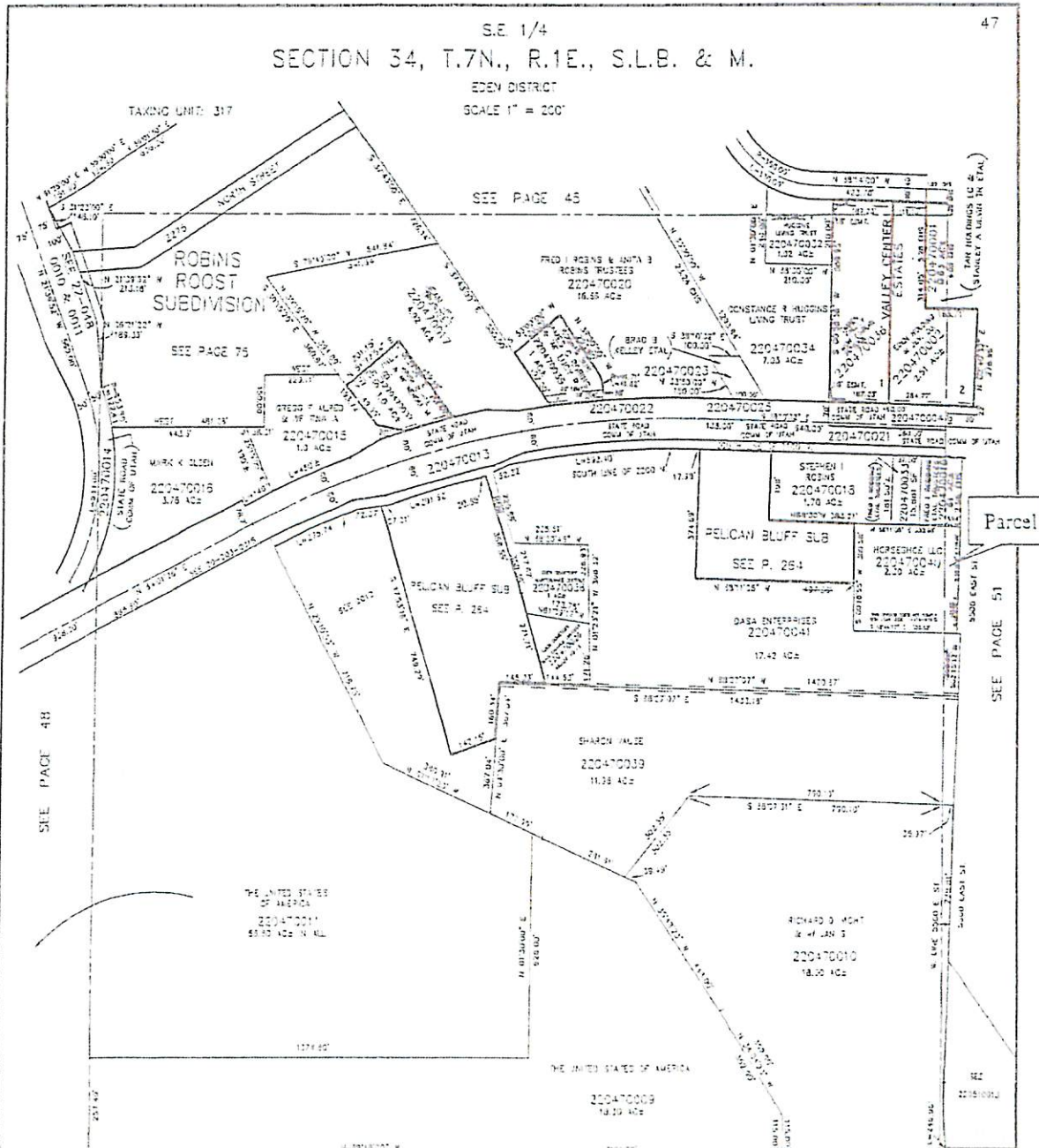
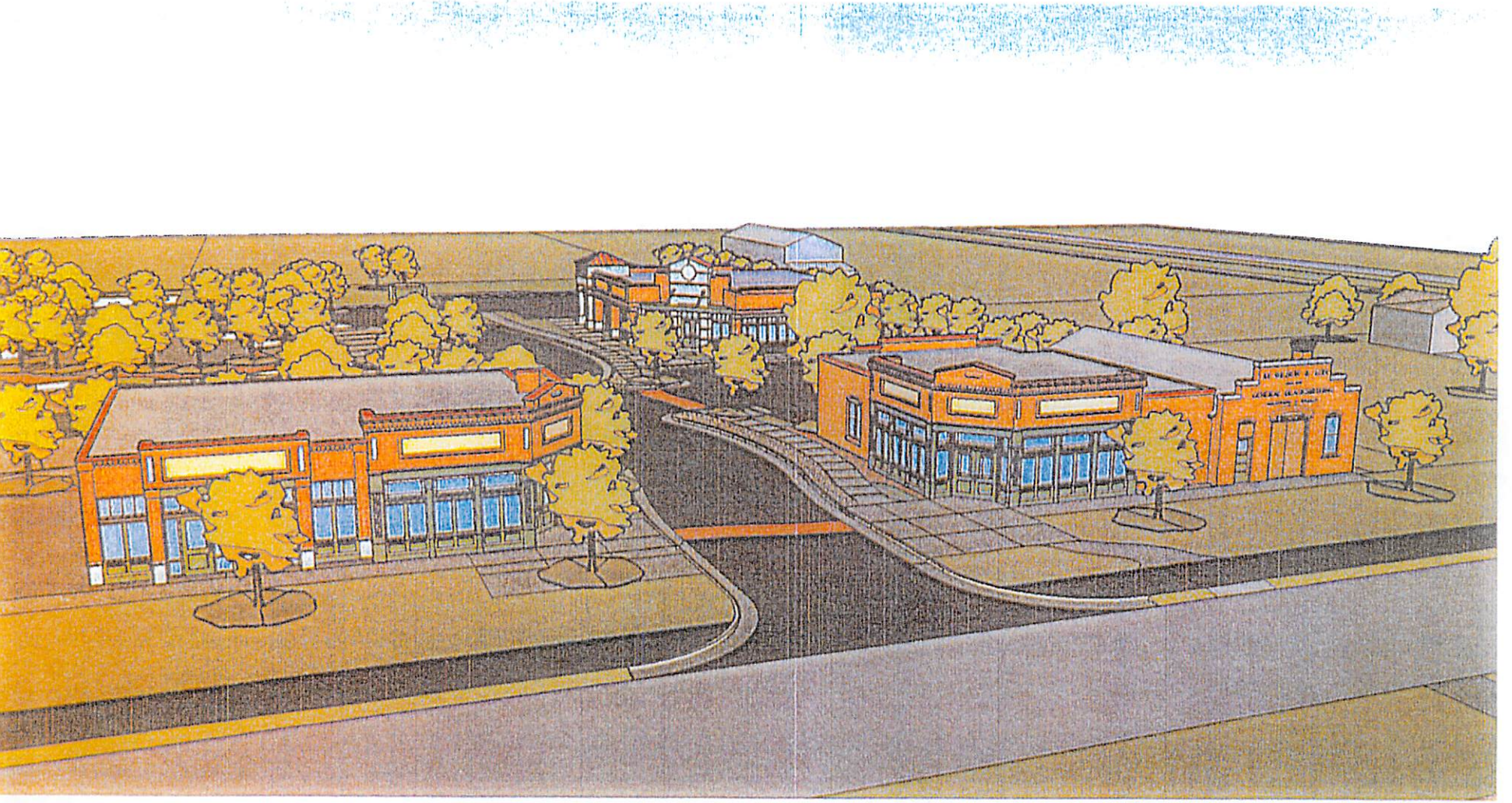


Exhibit B

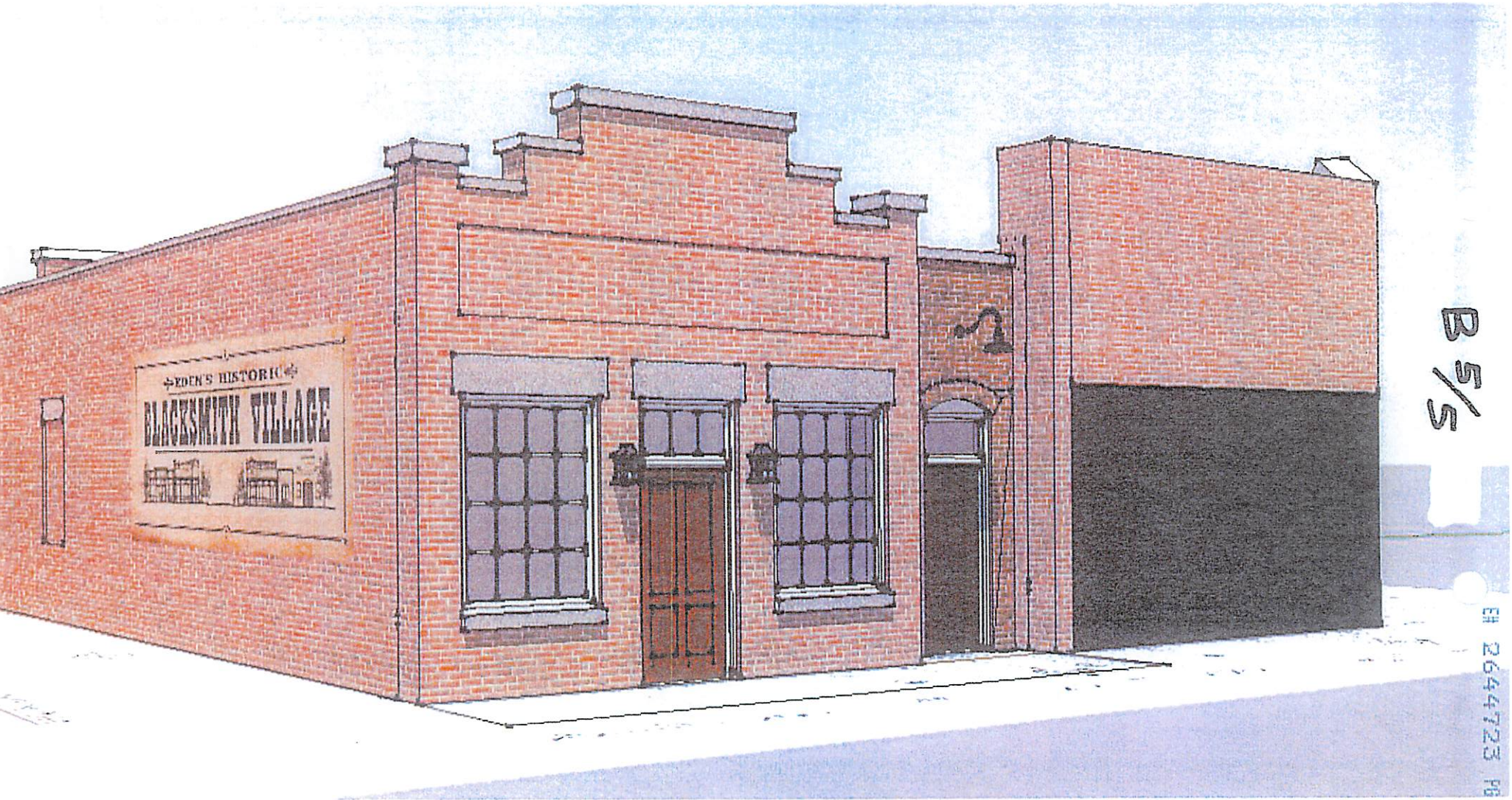
(See Attached Concept Development Plans)



B 3/5



B 4/5



B 5/5

Exhibit C

Conditions, Limitations and Uses

Conditions:

- 1) The Blacksmith Shop will be placed and maintained on the National Register of Historic Places once the restoration of the Blacksmith Shop is complete.
- 2) The project will develop according to the approved site plan.
- 3) The Blacksmith Shop's interior and exterior will be restored according to the National Register Standards.
- 4) The Blacksmith Shop will be structurally protected simultaneously with any initial improvements to the property.
- 5) The Blacksmith Shop will be completely restored within five (5) years of the rezone approval. Progress for the restoration of the Blacksmith Shop shall be reported with each Commercial Site Plan or Conditional Use Permit application.
- 6) The Blacksmith Shop will retain a blacksmith shop theme or motif.
- 7) The Blacksmith Shop, once restored, will offer an educational element such as a walking tour, brochure or signage explaining its history and historical importance.
- 8) All new commercial buildings will project similar architectural styles and use similar materials to that of the Blacksmith Shop and the existing residence on site.
- 9) The property owner or developer will provide for the cost of additional traffic safety signs and cross-walk, as necessary for the Blacksmith Village development, if deemed appropriate by the County Engineer and/or County Commission.
- 10) The northeast corner of Blacksmith Village Concept Plan is update to show landscaping.
- 11) Year round landscape or other permanent screening will be used along all project boundaries that are adjacent to parcels with existing homes.
- 12) The developer acknowledges that prior to rezoning, a majority of the Blacksmith Village and all of adjacent properties are zoned Agricultural Valley - 3 (AV-3) which lists "agriculture" as the preferred use in agricultural zones. The developer also acknowledges that agricultural operations, as specified in the Zoning Ordinance for a particular zone, are permitted at any time including the operation of farm machinery and no allowed agricultural use shall be subject to restriction on the basis that it interferes with activities of the future Blacksmith Village commercial development.

Limitations:

- 1) All new structures are limited to one or single story.
- 2) All structures are limited to the square footage footprint as indicated on the approved site plan.
- 3) No drive-thru services allowed.
- 4) Any Bed & Breakfast Inn or Bed & Breakfast Hotel is limited to 4 guest rooms.

Uses:

- Antique/ souvenir shop (P)
- Art/artist supply store (P)
- Automobile (Antique Only) Sales/Service* (C)
- Bakery limited to goods prepared on site (P)
- Bank or financial institution (P)
- Barber/Beauty shop (P)
- Bath and massage establishment (P)
- Bed and Breakfast Inn/Hotel (C)
- Bicycle sales and service (P)
- Book Store (P)
- Bookbinding (C)
- Blacksmith shop (P)
- (P)
- Café (P)
- Camera Store (P)
- Carpet or Rug Service (P)
- China, crystal and silver shop (P)
- Christmas tree sales (P)
- Clothing and accessory store (P)
- Convenience store (no gas service) (P)
- Day care center (P)
- Dairy product store(cheese shop) (P)
- Delicatessen (P)
- Drapery/curtain store (P)
- Dry cleaning pick-up station (P)
- Electronic equipment sales/service (P)
- Employment agency (P)
- Fabric/textile shop (P)
- Florist shop (P)
- Fruit store or stand (P)
- Furniture sales/repair (P)
- Garden supplies and plant materials (P)
- Gift store (P)
- Green house/nursery (P)
- Gunsmith (P)
- Laboratory (medical or dental) (P)
- Leather goods, sales and service (P)
- Legal offices (P)
- Library (P)
- Linen store (P)
- Locksmith (P)
- Luggage store (P)
- Meat, fish and seafood store (P)
- Medical/dental office (P)
- Museum (P)
- Music store (P)
- Needlework, embroidery or knitting store
- Novelty store (P)
- Optometrist, optician or oculist (P)
- Paint or wallpaper shop (P)
- Pet and pet supply store (P)
- Pie manufacturer (P)
- Pharmacy (P)
- Photo studio and supplies (P)
- Popcorn or nut shop (P)
- Professional office (P)
- Plumbing shop (P)
- Real estate agency (P)
- Recreation center (C)
- Restaurant (P)
- Seed and feed store, retail (P)
- Sewing machine sales/service (P)
- Shoe repair or shoe shine shop (P)
- Tailor shop (P)
- Taxidermist (P)
- Toy store, retail (P)
- Travel agency (P)
- Upholstery shop (P)

CHAPTER 21. - COMMERCIAL VALLEY ZONES CV-1 and CV-2

Sec. 104-21-5. - Uses.

In the following list of possible uses, those designated in any zone as "P" will be a permitted use. Uses designated as "C" will be allowed only when authorized by a conditional use permit obtained as provided in title 108, chapter 4 of this Land Use Code. Uses designated "N" shall not be allowed in that zone.

	CV-1	CV-2
Academies/studios for dance, art, sports, etc.	C	P
Accessory building incidental to the use of a main building; main building designed or used to accommodate the main use to which the premises are devoted; and accessory uses customarily incidental to a main use	P	P
Animal hospital	N	C
Antique, import or souvenir shop	N	P
Archery shop and range, provided it is conducted within an enclosed building	N	P
Art and artists gallery or supply store	P	P
Assisted living facility including convalescent or rest home	P	P
Athletic, recreational equipment, and sporting goods sales/ rentals, excluding sale or repair of motor vehicles, motor boats or motors	N	P
Auction establishment	N	C
Automobile repair including paint, body and fender, brake, muffler, upholstery, or transmission work provided it is conducted within an enclosed building	N	C
Automobile, new or used sales/service	N	C
Awning sales and service	N	P
Bakery	C	P

Exhibit E

Bank or financial institution not including payday loan services	P	P
Barbershop	P	P
Beauty shop	P	P
Bed and breakfast dwelling	P	P
Bed and breakfast inn	N	P
Bed and breakfast hotel	N	C
Brewery, micro in conjunction with a restaurant	N	P
Bicycle sales and service	P	P
Billiard parlor	N	C
Boarding house	N	C
Boat sales and service	N	C
Boat and personal water craft rentals as an accessory use to boat sales and service	N	C
Book store, retail	P	P
Bowling alley	N	C
Business office	P	P
Butcher shop, excluding slaughtering	C	P
Cafe	P	P
Camera store	P	P
Candy store, confectionery	P	P
Car rental agency	N	P

Exhibit E

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

Exhibit E

Electrical and heating appliances and fixtures sales and service	N	P
Electronic equipment sales and service	N	P
Employment agency	N	P
Fabric and textile store	C	P
Farm implement sales	N	C
Feed and seed store, retail	N	P
Flooring sales and service, carpet, rug and linoleum	N	P
Florist shop	C	P
Fitness, athletic, health, recreation center, or gymnasium	N	P
Fruit and vegetable store or stand	P	P
Furniture sales and repair	N	P
Fur apparel sales, storage or repair	N	P
Garden supplies and plant materials sales	C	P
Gift store	P	P
Glass sales and service	N	P
Government office buildings	N	P
Greenhouse and nursery	N	P
Grocery store	C	P
Grooming for small animals	P	P
Gunsmith	P	P

Exhibit E

Hardware store	N	P
Health food store	P	P
Hobby and crafts store	P	P
Hotel	N	C
House cleaning and repair	N	P
Household appliance sales and incidental service	N	C
Ice cream parlor	P	P
Insulation sales	N	P
Interior decorator and designing establishment	P	P
Jewelry store sales and service	P	P
Laboratory, dental or medical	N	P
Laundromat	P	P
Lawn mower sales and service	N	P
Library	P	P
Linen store	N	P
Liquor store	N	C
Locksmith	P	P
Lodge or social hall	N	P
Meat, custom exempt cutting, wrapping, and processing of livestock and game, excluding slaughtering	N	C
Medical supplies	N	P

Exhibit E

Miniature golf	N	C
Monument works and sales	N	P
Mortuary	N	C
Motel	N	C
Motorcycle and motor scooters sales and service	N	C
Museum	C	P
Music store	C	P
Office supply	N	P
Ornamental iron sales or repair	N	C
Paint or wallpaper store	N	P
Park and playground	P	P
Parking lot or garage as a main use	N	C
Pest control and extermination	N	P
Pet and pet supply store	N	P
Pharmacy	P	P
Photo studio	P	P
Plumbing shop	N	P
Post office	C	P
Pottery, sales and manufacture of crafts and tile	N	P
Printing, copy sales and services	N	P

Exhibit E

Private liquor club	N	C
Professional office	N	P
Public utilities substation	C	C
Radio and television sales and service	C	P
Radio or television broadcasting station	N	P
Real estate agency	C	P
Reception center or wedding chapel	N	C
Recreational vehicle storage	N	C
Rental, equipment	N	P
Restaurant	C	P
Restaurant, drive-in	N	C
Restaurant, drive-through	N	C
Second-hand store	N	P
Self storage, indoor units for personal and household items	N	C
Service station, automobile excluding body, fender, and upholstery work	P	P
Service station, automobile with 1 bay automatic car wash as an accessory use	C	P
Sewing machine sales and service	N	P
Shoe repair	P	P
Shoe store	N	P
Snow plow and removal service	N	C

Exhibit E

Snowmobile, ATV sales and repair	N	C
Soil and lawn service	N	P
Spa	N	P
Tailor shop	P	P
Tavern, beer pub	N	C
Taxidermist	N	P
Temporary building for uses incidental to construction work. Such buildings shall be removed upon the completion of the construction work.	P	P
Theater, indoor	N	P
Tobacco shop	N	P
Toy store, retail	N	P
Trade or industrial school	N	C
Travel agency	C	P
Upholstery shop	C	P
Vendor, short-term	P	P
Ventilating equipment sales and service	N	C
Video sales and rental	P	P
Window washing establishment	N	P



Weber County Planning Division

MEMORANDUM

To: Ogden Valley Planning Commission
From: Charles Ewert, AICP
Date: September 27, 2017
Subject: ZTA 2017-11 -- Sign Code Amendments (Non-OVBA)

Planning Commissioners,

In your October 3rd Planning Commission meeting we will continue our review and amendment of the Ogden Valley Sign ordinance. I have yet to complete the changes we discussed in our last meeting, but will have something to you by week's end. Please note that we have opened a new ordinance amendment file (ZTA 2017-11). This has been separated and is now unrelated to the Ogden Valley Business Association's request.

I do not anticipate having a motion-ready ordinance after this next meeting. I suspect that will come after a couple more work sessions.