

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING

Tuesday, June 16, 2026, 5:30 p.m.

Ogden Valley Library, 131 S. 7400 E., Huntsville

Name	Title	Status
Richard L. Sorensen	Mayor	Present
Bruce Ahlstrom	Council Member	Present
Sandy Hunter	Council Member	Present
Lewis Johnson	Council Member	Present
Jim Truett	Council Member	Present
William Morris	Legal Counsel	Present
Nikki Wolthuis	Clerk	Present
Beckki Endicott	Clerk	Present
Shannon Smith	Clerk	Present

Citizens: Lander Seehusen- Ogden Boat Club, Jerry Novell, Rudy Eilander- Ogden Boat Club, Karen Stoker- Ogden Boat Club, Red Erickson, Becky Benson, Barbara Walker, Aimee McConkie, Bryant McConkie, Karla Cox, Dawson and Lorraine, Travis Sheppard, Rex Harris, Iain Hueton, Greg Booth, Karen Klein, Jonathan Gardner, Dave Robinson, JR Johansen, Tim Knudson, Sherry Nottingham, Carol Stoker, Olga M- Powder Mountain, Brooke Hontz- Powder Mountain

1 Mayor Richard Sorensen called the meeting to order.

There was a full quorum present.

2-Pledge of Allegiance led by: Attorney Bill Morris

3-Opening Ceremony given by: TCM Bruce Ahlstrom

4. Discussion and/or action on approval of Ordinance 2026-4-20-B Development Agreement Powder Landing (See Attachment #1)

Bill Morris summarized the previous Work Session explaining why they had created a DA and why they wanted a rezone. He suggested they should table the ordinance and have another work session soon with Powder Mountain to discuss the concerns of the community.

Mayor Sorensen motioned to table Ordinance 2026-4-20-B Development Agreement Powder Landing and have a joint work session with Powder Mountain at a later date. TCM Truett seconded the motion. All votes ayes. Motion passed.

5-Public Comments:

Aimee McConkie – She felt that the rules were put in to protect the residents and everyone should follow them. She wanted to build a wraparound porch at her house and paid for the plans but was told she couldn't do it. She didn't protest the decision. The Powder Landing activity was not normal for a Single-Family residential area. She had a list of residents who opposed it.

Jonathan Gardner- He is the closest neighbor to Powder Landing. He's not against Powder Mountain. In fact, he allowed them to park their cars on his property. He's not against the few

events a year, but he is against the constant operation of this property. The zone does not allow it. A DA can allow exceptions. He's happy to sit down and talk with PM about being a good neighbor. He was also interested in having an open forum with the TC where they could speak back and forth.

Becky Benson-She just bought a home next to Jonathan Gardner in April. It's exactly the home they wanted in a quiet neighborhood. She was shocked to find out about all this. Was Powder Mountain rezoning? She was very concerned about being so close. The parking and noise and future expansion were concerns of her husband as well.

Iain Hueton- He has owned property in Huntsville since 1995. Huntsville Town is a quiet residential area except for crazy weekends during the summer. This is a significant commercial development in violation of residential neighborhoods. There are property rights but there's also a responsibility to the neighbors. He believes someone is coming in and changing rules to their benefit. He had an expectation in the community of what he thought our community would be and it's on a different path.

Travis Sheppard- He has owned his property in Huntsville for over 60 years. He is a trained architect. He outlined 6 purposes for zoning and stated that incompatible uses cause problems. He said that Powder Landing was a commercial event space and not good next to residential space. It's not designed to handle that many people. He wondered if Powder Landing was in the vision of Huntsville Town? Is this who Huntsville wants as a neighbor?

Barbara Walker- She was concerned about them paving the dirt road in between the two properties on 200 N. It was hard to get in and out of their neighborhood already and that would make it worse. Would it happen?

Bryant McConkie- He thanked the Town Council for their consideration and appreciated the opportunity to speak. He stated that back in the day his father was Gunn McKay's chief of staff. His father helped Gunn make sure one could develop land on the flat area near Cemetery Point. Back then, as now they recognized they didn't want a commercial zone at the end of the point. He wants to maintain the character of the town.

Dave Robinson- He lives in the old Janse house down the road. He felt that the community members deserved to speak more than 3 minutes each. He asked if they should buy 2 lots each and go up to Powder Mountain and ask them to rezone for them? He answered "No." He stated that Powder Mountain is charging so much money for their properties, and Huntsville doesn't benefit. He said the Town must ask themselves if Powder would look out for the best of the people in Huntsville or the people who paid them millions of dollars?

Ruben Erickson -

He appreciated what everyone had done. It seemed like everyone on the TC and PC were against it. He suggested that if councilmembers were in opposition at all they should keep their resolve. He spoke about fear and litigation, and intimidation. He was in total opposition. He felt for the people having to hear all the music and chaos from the Powder Landing property.

Lander Seehusen- Ogden Boat Club. He explained that the club had been around since the 60s. He clarified that it wasn't for sale. There are 35 members for 6.5 acres. Powder Landing has lots of people for a small area.

JR Johansen- He has lived in Huntsville Town for 52 years. He has seen traffic on 1st street change dramatically over the years. Adding another development would make it even worse. He opposes it and it's a problem for everyone.

Rex Harris- His issue was the process. It felt like the cart was ahead of the horse. He asked whether they shouldn't have petitioned to rezone first. The Town should enforce their ordinances or rezone the property.

Laurel Parkinson- He pointed out that PM is not obeying the ordinances as they are right now and what will make them think they would obey the ordinances in the future? He wondered what was the benefit to the Town?

Richard Hanson- He wondered what the pros and cons were and what it would cost to maintain the road and the water infrastructure. He wanted to know when the events were, how many people would be there per day, and who would enforce the code. He explained that the enforcement officer lived in Morgan. He said it doesn't do good to have a code if it can't be enforced.

Karla Cox- She was not as affected as others living closer to Powder Landing, but she was concerned with the traffic and other things. When she comes home from church, there are cars and boats everywhere. This property would exacerbate that.

Sherry Nottingham- She was worried about access to the cemetery.

Mayor Sorensen- He announced that they were trying to alleviate traffic on 100 S. They had someone the past weekend diverting traffic at 6800 S. when the boat ramp was closed. Pineview is more popular than it was years ago.

Carol Stoker - She described herself as the longest tenured person in the room. She felt like Huntsville Town had changed dramatically. She has tried to prevent changes. They will never again have the good old days where you could ride your horse everywhere. She's heart broken. She feels like having Powder Landing is going to change everything, and they have to stick together as a community.

Tim Knudson He said that once you set a precedent, it opens a door. He's opposed.

*Emails from residents and from Mayor Sorensen and other related Powder Landing explanatory documents are included in the minutes as **Attachment #2**

6. Sheriff's Report: No report.

7. Discussion and/or action on approval of Special Event America 250 Celebration July 5th

Richard explained that it was an interfaith event. No one was there to answer questions about the event.

TCM Sorensen motioned to table Special Event America 250 Celebration July 5th.

TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

8. Discussion and/or action on approval of Minutes for Work Session June 4, 2026 (See Attachment #3)

TCM Ahlstrom motioned to approve Minutes for Work Session June 4, 2026. TCM

Johnson seconded the motion. All votes ayes. Motion passed.

9. Discussion and/or action on approval of Minutes for Town Council Meeting June 4, 2026 (See Attachment #4)

TCM Ahlstrom motioned to approve Minutes for Town Council Meeting June 4,

2026. TCM Truett seconded the motion. All votes ayes. Motion passed.

10. Discussion and/or action on approval of the Utah State Tax Rate (See Attachment #5)

TCM Hunter explained that they couldn't do anything without truth in taxation and it was too late for that. Mayor Sorensen stated that there would be no tax increase this year but that they would need to do it soon. The Town doesn't get a lot of money from property taxes.

TCM Hunter motioned to adopt the Utah State Tax Rate. TCM Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter	X			
CM Lewis Johnson	X			
CM Jim Truett	X			

11. Discussion and/or action on approval of Resolution 2026-6-16-A Ogden Valley City Agreement (See Attachment #6)

Mayor Sorensen explained that they let Ogden Valley use their buildings for meetings and office space free of charge for 6 months. Since they are in financial stress they are

extending the agreement for another 6 months. Beckki added that instead of redoing the resolution every 6 months the clause says the mayor sets the time limit or it becomes administrative.

TCM Truett liked helping out the new city, but he wondered if they were using up too much time and not leaving enough for Huntsville's meetings.

TCM Sandy Hunter wondered whether they could get a calendar of when they were using the chambers room? That way they could know when there was open times to meet.

Beckki noted that OVC drives business to the Town Hall.

TCM Richard motioned to approve Resolution 2026-6-16-A Ogden Valley City Agreement. TCM Hunter seconded the motion. Roll call vote. Votes reflected below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter	X			
CM Lewis Johnson	X			
CM Jim Truett	X			

12. Discussion and/or action on approval of Resolution 2026-6-16-B Interlocal Agreement with Weber County for Surveying Services. (See Attachment #7)

TCM Truett motioned to approve Resolution 2026-6-16-B Interlocal Agreement with Weber County for Surveying Services. TCM Hunter seconded the motion. Roll call vote. Votes reflected below. Motion passed 5-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter	X			
CM Lewis Johnson	X			
CM Jim Truett	X			

Department Updates

Mayor Richard Sorensen- Winter's Grove gate was open. They were in need of 4th of July Ice Shack volunteers.

Councilmember Bruce Ahlstrom-They took out all the chinking in the cabin. The back wall was rotting. They're going to take out the rotted wall and put in foam and cover it in cedar planks. Mayor Sorensen wondered if they needed a pavilion covering the cabin like they have in

Ogden over the Miles Goodyear cabin. Bruce felt like the current work on the cabin would help it last another 50 years. The Aldous family was very involved in the project and they were all getting to know each other.

Council Member Sandy Hunter-no updates

Councilmember Lewis Johnson – He gave his ok for money to be spent in the cemetery on new sprinkler heads. He felt that the traffic problem on 1st street was not due to Powder mtn. and that people who bought property down there were also contributing to the traffic

Councilmember Jim Truett- He spoke about roundabout designs and Huntsville's new parking signs.

Ron Gault- He gave an update on the culinary water system. They found a leak buried in the concrete. They had to bust up the concrete to expose the pipes. They want to replace both pipes and repair the concrete.

He explained that a representative for a nearby property owner approached them about wanting to put up an electric fence by the water plant reservoir. They wanted to trench and connect to the Town's power source. Shannon Smith, clerk, stated that they would need an excavation permit from the city. If there's an agreement with the town, their attorney needs to write up something.

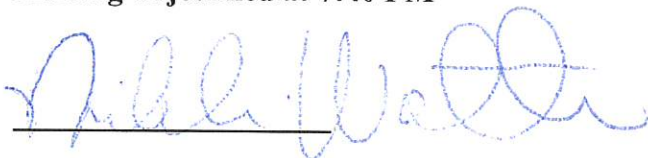
Beckki Endicott- She spoke about numbers saying that during the previous weekend they had 30 people over at her home. They easily accommodated that many people on their 1.5 acre lot. There were also 40-80 people parked along their street to access the beach and it wasn't too loud.

TCM Truett stated that if Pineview was a state park, it would be managed better.

Barbara Walker was concerned about Police action in her neighborhood.

TCM Ahlstrom motioned to adjourn the meeting. There were no objections.

Meeting adjourned at 7:40 PM



Nikki Wolthuis, Deputy Clerk

HUNTSVILLE TOWN
ORDINANCE NO. 2026.4.23 1A

DEVELOPMENT AGREEMENT - POWDER LANDING

AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, ADOPTING A
DEVELOPMENT AGREEMENT FOR POWDER LANDING; SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Huntsville Town (hereafter "Town") is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 allow municipalities in the State of Utah to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the Town;

WHEREAS, Title 10, Chapter 20, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the Town and Powder Landing negotiated the attached Development Agreement in accordance with *Utah Code Annotated* §10-20-508;

WHEREAS, after publication of the required notice the Planning Commission held a series of Public Hearings to take public comment on the Development Agreement in this Ordinance, after which the Planning Commission gave its recommendation to _____ this Ordinance;

WHEREAS, the Town Council received the recommendation from the Planning Commission and held its public meeting on _____, 2026;

NOW, THEREFORE, be it ordained by the Town Council of Huntsville Town as follows:

Section 1: Repealer. Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Development Agreement. The Development Agreement in Exhibit "A" is hereby adopted.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 4: Effective date. This Ordinance take effect immediately upon approval and posting.

PASSED AND ADOPTED by the Town Council on this ____ day of _____, 2026.

Mayor

ATTEST:

Town Clerk

RECORDED this ____ day of _____, 2026.
PUBLISHED OR POSTED this ____ day of _____, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that the foregoing Ordinance was duly passed and published or posted as provided by State Law.

Town Clerk

DATE: _____

DEVELOPMENT AGREEMENT

At 6510 East 100 South, Huntsville, Utah (Powder Landing)

This DEVELOPMENT AGREEMENT, hereinafter referred to as "the AGREEMENT" is entered into this ____ day of _____, 2026, between Huntsville Town, a Utah municipal corporation, hereinafter referred to as "the TOWN", and Powder Beach LLC, a Delaware limited liability company, hereinafter referred to as "the OWNER".

RECITALS

WHEREAS, this Agreement is entered in accordance with Utah Code 10-20-508 for the use of real property located in the TOWN that is owned by the OWNER;

WHEREAS, in furtherance of the land use goals and objectives of the Huntsville Town General Plan, the TOWN has considered a petition for a zone change on certain real property located at approximately 6510 East 100 South, more particularly described as Lots 1 and 2 of the Sanctuary Lakeside Subdivision as set forth in Exhibit A, hereinafter referred to as the "PROPERTY"; and

WHEREAS, the PROPERTY consists of approximately 2.403 acres (104,695.63 square feet) and is currently classified under the Single-Family Residential (R1) zoning designation; and

WHEREAS, the OWNER represents that it is the fee simple owner of the PROPERTY and has petitioned the TOWN to rezone the Property to Recreation Zone (RC) to facilitate the development of a member-only private recreation facility known as "Powder Landing"; and

WHEREAS, the TOWN finds that this Property is directly adjacent to an RC Zone and sits between an RC Zone and significant public spaces and uses; and

WHEREAS, the TOWN has determined that it is in the best interest of the TOWN to provide for a formal transitional zone between the R1 Zone in this case and public uses and that the RC Zone provides an idea transition from residential to public areas by providing distance, protection, natural quieting of uses and other softening; and

WHEREAS, the TOWN finds that by providing the RC Zone as a transition, this Property provides a great benefit to the TOWN as a buffer so long as it is developed and used in accordance with the terms and conditions agreed to by both Parties in this AGREEMENT formally addressing traffic, noise, number of people, costs parking, and other matters; and

WHEREAS, the proposed development and use on the PROPERTY includes three (3) buildings, a parking lot, a lawn area, a pool, and associated recreational amenities as set forth in Exhibit B; and

WHEREAS, the OWNER and the TOWN have identified that the Recreation Zone (RC) is the preferred designation under this AGREEMENT ; and

WHEREAS, the TOWN desires to stridently maintain all of the qualities that make it a beautiful and serene place to live, work and recreate by carefully reviewing all use and development requests in the context of ensuring those values; and

WHEREAS, the TOWN further recognizes that there are certain areas that are appropriate for recreational uses so long as all impacts are mitigated to ensure that the TOWN can maintain the quality of life and work and play environment that exists; and

WHEREAS, the TOWN has provided for all of the necessary and requisite legislative controls necessary to ensure that effort while also recognizing that it is beneficial to the TOWN and those who own property in the TOWN who recognize its unique nature and the benefit to the TOWN in having a diverse tax base and the benefit that buffering between uses provides to its residents as the TOWN seeks to allow for certain uses while creating mechanisms to ensure harmony; and

WHEREAS, the TOWN has required and the OWNER has agreed to limit large events to five (5) per year, certain hours of operation and noise limitations that operate as time, place and manner limitations in order to remain in harmony with neighbors and to facilitate a desirable experience for the OWNER; and

WHEREAS, the OWNER has submitted a Storm Drain Mitigation Strategy designed to manage stormwater through underground pipes and retention systems to prevent direct discharge into Pineview Reservoir during designed storm conditions; and

WHEREAS, the OWNER has proposed a Traffic Plan that limits on-site parking to thirty (30) designated stalls, prohibits off-site parking, requires a shuttle bus for large events and utilizes a shuttle service with dedicated drop-off zones to mitigate the impact on local streets and parking; and

WHEREAS, the OWNER has agreed to providing a shuttle in order to limit vehicular traffic in and around the Property and to limit shuttle usage to 1st Street only in order to secure the area, limit vehicular interaction and increase the safety of the area; and **WHEREAS**, the OWNER has committed to a lighting approach that ensures all fixtures are fully shielded and compliant with the TOWN's "Dark Sky" principles to eliminate upward light spill and overnight illumination of the pool area; and

WHEREAS, the Huntsville TOWN Planning Commission has reviewed the proposed development and recommended the rezoning and this AGREEMENT to the TOWN Council, finding it consistent with the intent of the Recreation Zone (RC); and

WHEREAS, in addition to the requirements set forth in this Agreement, the TOWN finds that there is public benefit to this use and development including acting as a buffer zone, providing a significant influx of revenue into the TOWN budget through sales and property tax, and

WHEREAS, the TOWN Council finds that the use and development of the PROPERTY pursuant to the terms of this AGREEMENT is in the best interest of the health, safety, and welfare of the residents of Huntsville.

AGREEMENT

NOW, THEREFORE, each of the Parties hereto, for and in consideration of the premises and agreement of the other Party hereto, does hereby covenant and agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meaning and content set forth in this ARTICLE I, wherever used in this AGREEMENT:

1.01 "SITE PLAN." The Site Plan depicting the proposed layout, including the welcome lodge, dining/recreation building, pool, and parking, attached and incorporated herein as EXHIBIT B.

1.02 "PRIVATE RECREATIONAL CLUB." Hereinafter referred to as "the CLUB", a limited to a member-based organization whose primary purpose is to provide recreational, social/dining, or leisure amenities exclusively to a limited number of members and their guests.

ARTICLE II

THE PROJECT 2.01 OWNER shall develop the Property in accordance with all TOWN requirements and in accordance with this AGREEMENT and shall not object or otherwise oppose the TOWN amending its Official Zoning Map for the Property to the Recreation Zone (RC).

2.02 In addition to the specific requirements of Exhibit B, the Property shall only be allowed to be used in compliance with the following explicit uses:

ARTICLE III DEVELOPMENT AND USE STANDARDS

3.01 Vested Rights and Use Limitations. The OWNER is vested with the right to develop and use the Property for all uses permitted within the Recreation Zone (RC) as if the PROPERTY is located in the Recreation Zone (RC). However, as a condition of this AGREEMENT, the OWNER shall be subject to the following limitations and site standards which shall govern the project notwithstanding broader allowances in the underlying zone.

3.02 Standards.

B. Lighting (Dark Sky). All fixtures must be fully shielded and certified as Dark Sky compliant in accordance with TOWN Dark Sky principles. Lighting for buildings must meet Full Cutoff (CAC) standards, and pool lighting shall be controlled by timers/sensors to eliminate overnight illumination.

C. Parking and Traffic. Total on-site parking is limited to thirty (30) designated stalls. No street parking is permitted; once the lot reaches capacity, additional guests shall arrive via the CLUB's shuttle service utilizing the designated drop-off zones as set forth in Exhibit C. The OWNER shall maintain two (2) dedicated shuttle drop-off and pick-up zones, which shall be clearly marked and utilized for guest arrival via the club's shuttle service once the primary parking lot reaches capacity. The shuttle service shall utilize 1st Street as the only access route in order to provide a higher level of safety to the surrounding area.

3.03 Special Events.

A. OWNER is limited to five (5) special events per year, subject to procuring necessary special event permits from the TOWN. A special event is an event that involves more than thirty (30) people.

B. OWNER agrees that the daily hours of operation shall be between 8:00AM- and 10:00 PM, and that the hours of operation for special events shall be set by a special permit issued by the TOWN.

C. OWNER agrees that daily operations shall comply with all noise ordinances and limits of the TOWN, and that special events shall be subject to the limits outlined in any special events permit issued by the TOWN.

ARTICLE IV INFRASTRUCTURE AND MITIGATION

4.01 Storm Drain Strategy. No direct discharge of storm water from the PROPERTY shall be made into Pine View Reservoir. Stormwater shall be managed through underground pipes and surface and/or subsurface collection basins, to be retained in an open retention pond and/or an underground storage system approved by the TOWN Engineer. The system shall be designed to prevent direct discharge into Pineview Reservoir as set forth in Exhibit C.

4.02 Wastewater. Development is subject to the installation of an on-site individual wastewater disposal system in accordance with the Rules and Regulations of the Weber-Morgan District Health Department rules.

ARTICLE V REMEDIES

In the event the OWNER fails to meet the requirements set forth:

ARTICLE VI

GENERAL PROVISIONS

6.01 Assignability. OWNER shall not assign this AGREEMENT without the prior written consent of the TOWN, which shall not be unreasonably withheld, provided the assignee demonstrates the financial ability to perform the obligations hereunder.

6.02 Successors and Assigns. This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6.03 Runs with the Land. This AGREEMENT shall be recorded in the office of the Weber County Recorder and shall be deemed to run with the land, binding all future owners of the Property to the Recreation Zone (RC) restrictions unless terminated by OWNER, abandoned by a period of one (1) year of non-use, or as may otherwise be provided by Law.

6.04 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Utah.

6.05 Entire Agreement. This AGREEMENT, including all attached exhibits (such as the Storm Drain Mitigation Strategy and Traffic Plan), constitutes the entire understanding between the parties.

6.06 Notices. All notices required under this AGREEMENT shall be in writing and delivered to the principal offices of the TOWN and the OWNER.

6.07 Force Majeure. Neither party shall be considered in default if performance is delayed by causes beyond their control, such as acts of God, fires, floods, or unusually severe weather.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

TOWN: HUNSTVILLE TOWN
CORPORATION, a Utah Municipal
Corporation

By: _____

Richard Sorensen, Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

OWNER: POWDER BEACH LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Title: _____

APPROVED AS TO FORM:

Attorney

ACKNOWLEDGMENTS

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On this ____ day of _____, 2026, before the undersigned notary public in and for the said state, personally appeared Richard Sorensen, known or identified to me to be the Mayor of Huntsville Town, who executed the foregoing instrument on behalf of said Town and acknowledged to me that said Town executed the same by authority of its Town Council.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public

STATE OF UTAH)
 : SS
COUNTY OF WEBER)

On this ____ day of _____, 2025, before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the _____ of Powder Beach LLC, a Delaware limited liability company, who executed the foregoing instrument on behalf of said LLC and acknowledged to me that said LLC executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public

EXHBIT A
LEGAL DESCRIPTION

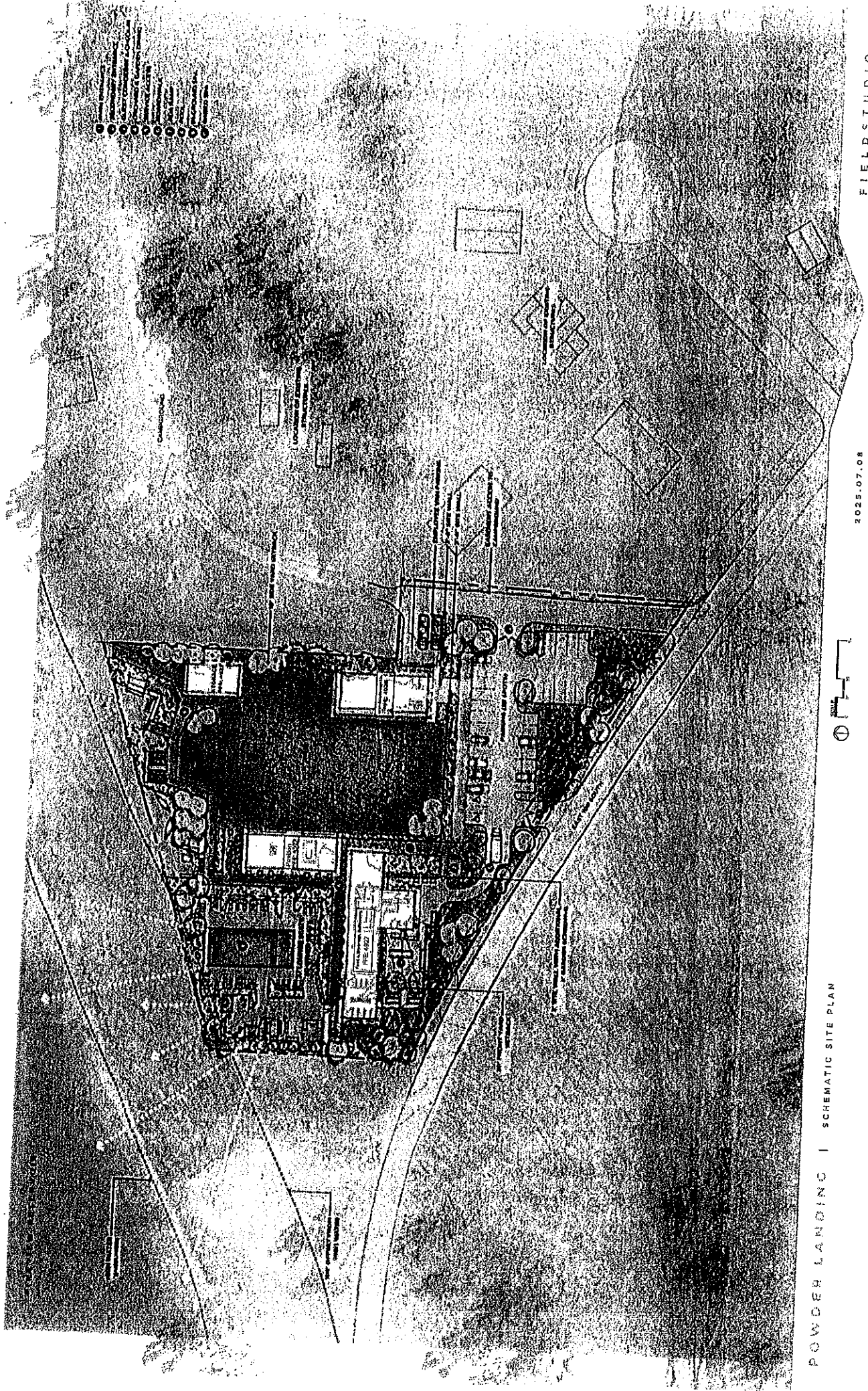
THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND IS CONSIDERED TO BEAR NORTH 89°11'31" WEST 2663.19 FEET. MONUMENTED AT THE SOUTH QUARTER CORNER WITH 3" BRASS CAP AND MONUMENTED AT THE SOUTHWEST CORNER WITH A 3" BRASS CAP. THE BEARING WAS MEASURED IN UTM 12 NORTH, NAD83 ZONE, U.S. SURVEY FEET.

BEGINNING AT A POINT BEING NORTH 89°11'31" WEST 1013.82 FEET ALONG THE SECTION LINE, FROM THE FOUND SOUTH QUARTER CORNER, SECTION 12, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING, THENCE SOUTH 2°00'00" WEST, 216.80 FEET; THENCE NORTHWESTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,363.73 FEET, (CHORD BEARS NORTH 58°43'30" WEST 369.21 FEET), THROUGH A CENTRAL ANGLE OF 6°17'32", FOR AN ARC DISTANCE OF 369.40 FEET THENCE NORTHWESTERLY A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 568.69 FEET, (CHORD BEARS NORTH 64°12'59" WEST, 51.82 FEET), THROUGH A CENTRAL ANGLE OF 5°13'22", FOR AN ARC DISTANCE OF 51.84 FEET; THENCE NORTH 0°45'42" EAST, 161.46 FEET; THENCE NORTH 71°28'10" EAST, 326.43 FEET; THENCE SOUTH 0°45'35" WEST, 239.57 FEET; THENCE SOUTH 88°57'57" EAST, 62.10 FEET; THENCE SOUTH 2°00'00" WEST, 22.08 FEET, TO THE POINT OF BEGINNING.

CONTAINING 104,695.63 SQUARE FEET, OR 2.403 ACRES, MORE OR LESS

EXHIBIT B

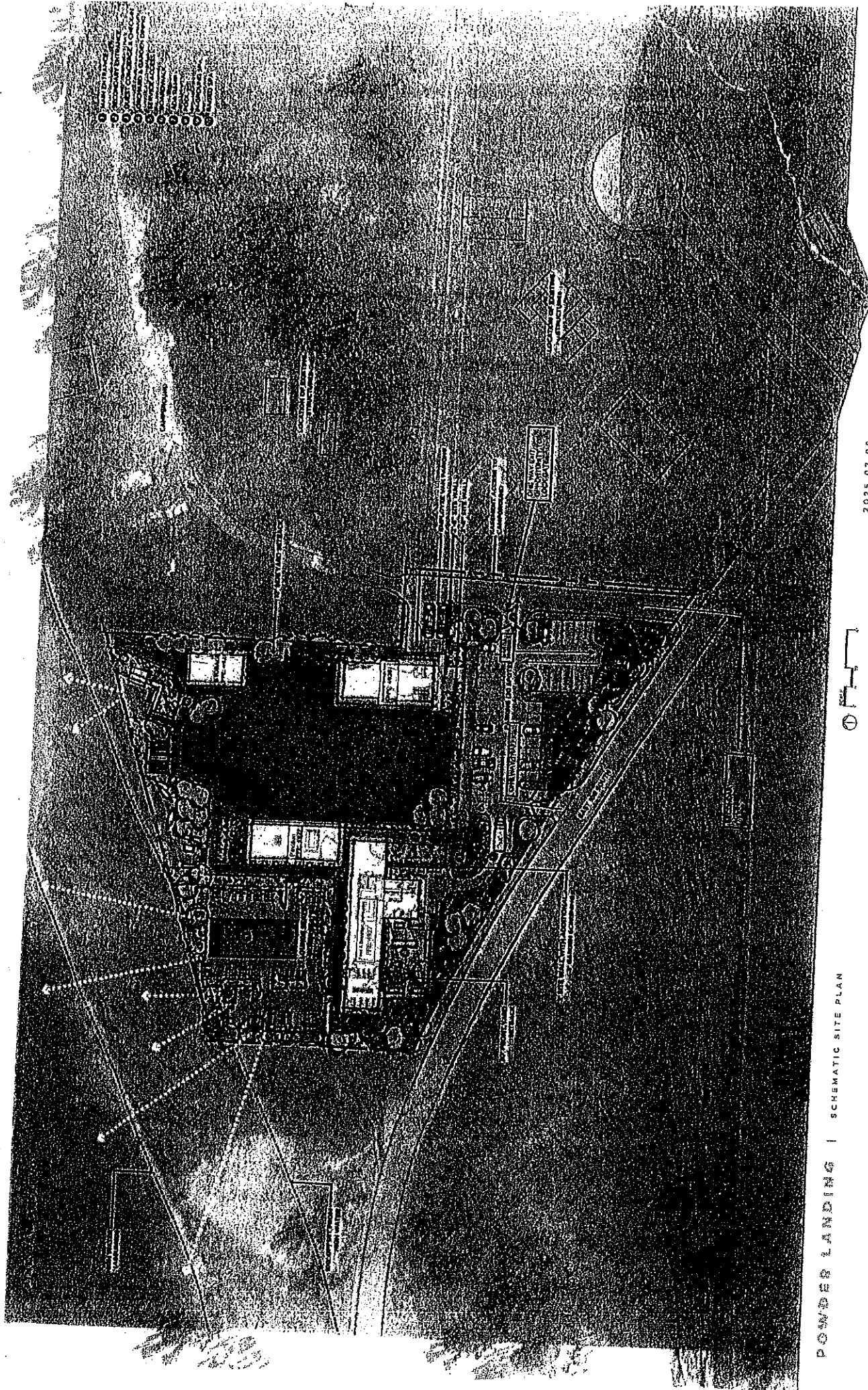
SITE PLAN



POWDER LANDING | SCHEMATIC SITE PLAN

2025-07-08

FIELD STUDIO
LOS ANGELES, CALIFORNIA



POWDER LANDING | SCHEMATIC SITE PLAN



2025.07.08

FIELDSTUDIO
LANDSCAPE ARCHITECTS

Powder Landing Property Comparison

Issue	Existing R-1 Zoning (No Rezone)	Proposed RC Zoning with Development Agreement
Primary Allowed Use	Residential uses are permitted, but a residence is not required to exist on the property. Agricultural and certain other uses are also permitted.	Property is limited by the Development Agreement to a private recreational club.
Is a Single-Family Home Required?	No. The zoning allows a single-family dwelling, but does not require one to be built or maintained on the property.	No. The proposed use does not include a residential requirement.
Are Recreational Uses Allowed?	Yes. Recreational amenities such as lawns, pools, gathering areas, and similar private recreational uses may exist on an R-1 property. A residence is not specifically required before recreational improvements may occur, subject to applicable permitting requirements.	Yes. Recreation becomes the principal use of the property and is the purpose of the Development Agreement.
Limits on Activities	No special-event cap exists in the R-1 code. Activities are regulated through general zoning, nuisance ordinances, business licensing requirements, and other Town regulations.	Maximum of five (5) special events per year involving more than 100 people. Hours of operation limited to 8:00 AM to 10:00 PM.
Parking Controls	Standard zoning and development regulations apply. No site-specific parking cap exists in the R-1 regulations.	Parking limited to 30 on-site stalls. No street parking allowed. Shuttle service required when parking capacity is reached.
Traffic Controls	No site-specific traffic management requirements exist in the R-1 zoning	Dedicated shuttle system, designated drop-off/pick-up zones, and use of 1st Street

Issue	Existing R-1 Zoning (No Rezone)	Proposed RC Zoning with Development Agreement
Lighting Controls	regulations. General Town lighting regulations apply.	as the shuttle access route. Dark Sky compliant lighting required. Pool lighting must be controlled by timers/sensors to prevent overnight illumination.
Stormwater Controls	Standard Town, County, and State requirements apply.	Specific stormwater mitigation plan required. Direct discharge to Pineview Reservoir prohibited.
Maximum Development Potential	Property may be developed consistent with R-1 zoning regulations, including residential uses and other permitted uses. Future development would be governed by applicable subdivision, lot size, frontage, setback, and coverage standards.	Development is restricted to the site plan and limitations contained in the Development Agreement, including buildings, parking areas, pool, lawn area, and associated recreational amenities.
How Many People Could Reasonably Occupy the Property?	Depends on the specific use. The R-1 code does not establish a maximum number of visitors that may be present on a property at one time.	No daily occupancy cap is established, but activity is indirectly limited by 30 parking stalls, shuttle requirements, operating hours, and the special-event restrictions.
Certainty for Neighboring Property Owners	Neighbors know the property remains subject to R-1 regulations, but future uses may change among the uses permitted within the R-1 zone.	Neighbors gain certainty regarding the specific use, site layout, event limitations, parking restrictions, traffic controls, lighting requirements, and operating hours because they are memorialized in the Development Agreement.
Benefits to the Town	Property remains under existing zoning regulations.	The Development Agreement identifies public benefits including a buffer between residential and

Issue	Existing R-1 Zoning (No Rezone)	Proposed RC Zoning with Development Agreement
Key Distinction	Recreational use can occur on an R-1 property, but recreation is not the principal land use regulated by the zone. A single-family home is permitted, but not required.	public uses, traffic mitigation, parking management, dark-sky protections, stormwater controls, and potential tax revenue. Recreation becomes the principal land use, but is subject to specific limitations negotiated by the Town and the developer.

Prepared by Huntsville Town Clerk - Shannon Smith

Beckki Endicott

From: Nick DiVito [REDACTED]
Sent: Saturday, June 13, 2026 7:17 PM
To: Clerk
Subject: Problems with the Powder Landing Development Agreement and rezoning

Dear Mayor Sorensen and Members of the Huntsville Town Council,

My name is Nick DiVito, and I live at [REDACTED] Huntsville, Utah 84317. I am writing to respectfully and strongly ask that the Town deny the proposed Powder Landing Development Agreement and the associated rezoning of the two residential lots near 6510 East 100 South from R-1 to Recreation Zone.

I am asking that this message be shared with the Mayor and all members of the Town Council.

I moved to Huntsville because this place still feels like a real town. It feels quiet, grounded, neighborly, and human. It feels like a place where daily life matters more than outside money, where the people who actually live here should not have to watch the character of their neighborhoods slowly carved up for the convenience of private clubs, luxury real estate interests, and out-of-town ownership structures.

That is why this proposal concerns me so deeply. It is not just one project. It is a decision about what Huntsville is willing to become.

The proposal asks the Town to take two single-family residential lots and convert them into a private recreational club area with buildings, a pool, lawn, parking, dining or social use, events, shuttle operations, and daily activity from 8:00 a.m. to 10:00 p.m. This is not a neighbor building a home. This is not a public park. This is not a community facility. This is a private, member-only amenity tied to a much larger luxury development model. The public is being asked to absorb the impacts while the private beneficiaries receive the upside.

That is the core problem.

The money flows one direction, while the burden flows another.

Powder Beach LLC and the broader Powder Haven ecosystem benefit from added amenities, higher membership value, stronger luxury real estate positioning, and a more attractive private club offering. Their members benefit. Their sales story benefits. Their property values benefit. But the people living in Huntsville receive more traffic, more noise, more congestion, more enforcement problems, more pressure on 100 South, more risk to the quiet character of Cemetery Point, and a precedent that residential land can be converted to serve private resort-style interests.

The Town's draft agreement appears to justify the public benefit through buffering and potential revenue. I do not find that persuasive. Calling this a "buffer" does not make it one. A buffer protects a neighborhood from more intense use. This project introduces more intense use into the neighborhood. A residential lot next to residential homes does not become protective simply because it is relabeled as recreation. A private club with a pool, dining or social facilities, events, shuttles, and extended operating hours is not a soft transition. It is a commercial-style operation inserted into a residential setting.

The revenue argument is also weak. If there is a real, measurable financial benefit to Huntsville, it should be shown plainly and publicly. What exact tax revenue will Huntsville receive? From what taxable transactions? How much annually? What assumptions are being used? How does that compare to the cost of road wear, traffic management, enforcement, staff time, policing, complaints, noise disputes, parking spillover, and the permanent loss of residential character? Without that analysis, the Town is being asked to trade something real and irreplaceable for a vague promise of benefit.

And even if some modest revenue exists, not every dollar is worth taking. A town should not sell the daily peace of its residents for a small trickle of tax money generated by a private club. Huntsville's value is not only its balance sheet. It is the ability to walk quiet streets, raise families, know neighbors, enjoy the reservoir without turning residential roads into resort access corridors, and preserve a small-town character that cannot be rebuilt once it is compromised.

The Town's own General Plan recognizes this. It describes Huntsville as a small, semi-rural town with a quiet village atmosphere, large lots, deep setbacks, open feeling, and a desire to preserve the lifestyle that makes the Town livable. It also recognizes that short-term rentals are not allowed in R-1 and A-3 zones because of the impact such accommodations can have on neighborhood tranquility. If a short-term rental is too disruptive for residential tranquility, then a private club with events, pool use, shuttles, dining or social facilities, and daily 8:00 a.m. to 10:00 p.m. operations should be viewed with even greater caution.

This project also raises a serious zoning concern. Huntsville's rezoning ordinance states that spot zoning is not allowed and requires rezoning decisions to be evaluated against the General Plan, surrounding land uses, infrastructure impact, and the attitudes of impacted residents. This proposal singles out two residential parcels for a different use so that a private entity can operate a member-only amenity in a sensitive location. That is exactly the kind of rezoning decision residents should fear, because once the Town accepts this logic here, it becomes harder to say no the next time another private interest wants a similar exception.

The parking and traffic plan is not adequate. Thirty parking spaces for a facility that may host up to 100 people, plus special events over that threshold, is not a serious answer. It is a problem deferred to shuttles, enforcement, and neighboring streets. The draft says no street parking is permitted, but saying "no street parking" does not magically prevent it. Who will enforce it? How fast will enforcement happen? What happens when guests ignore it? What happens on holidays, weekends, and already busy summer days at Pineview? What happens when Cemetery Point traffic backs up and drivers look for shortcuts through residential streets?

The General Plan already says 100 South is the primary road to Pineview Reservoir and sees heavy use. It also recognizes increasing traffic, congestion, speeding in residential areas, and road maintenance pressure. This proposal adds another traffic generator directly onto that problem. It does not solve the issue. It exploits the same road and asks residents to trust that it will somehow be fine.

The draft agreement also appears internally weak. It relies on limits, permits, shuttle plans, lighting standards, and future compliance, but the burden of making those promises real will fall on the Town and residents. If this project becomes a nuisance, neighbors will be the ones documenting it, complaining about it, and living with it. Town staff and elected officials will be forced into ongoing enforcement disputes. Powder Beach gets the amenity. Residents get the enforcement headache.

There is also a troubling mismatch between the RC zone's stated purpose and this project's practical reality. The RC zone refers to private recreation and says it is not available for use by the general public or as a commercial venture or enterprise. Yet the development agreement itself seems to lean on revenue to the Town through sales and property tax as part of the public benefit. That tension should matter. If this is not commercial, then the public revenue justification is thin. If it is commercial in substance, then it does not belong in a zone that says it is not for a commercial venture.

Huntsville should not be used as a support platform for private luxury development that primarily benefits people who do not bear the local consequences. This is the kind of slow, incremental land-use decision that changes a town permanently. First it is only two lots. Then it is only a private club. Then it is only a few events. Then it is only a shuttle route. Then the next applicant points to this approval and asks for the same treatment.

That is how community character is lost. Not all at once, but by exceptions that always sound manageable on paper.

I respectfully ask the Town Council to deny the Development Agreement and the rezoning. If the Council is not prepared to deny it outright, then at minimum I ask that the matter be continued until the applicant provides a complete, public, independently reviewable analysis of traffic, parking, road impacts, enforcement costs, public revenue, stormwater, wastewater, neighborhood compatibility, and consistency with the General Plan. The Town should not approve a permanent zoning change based on broad assurances and private benefit dressed up as public good.

Please protect Huntsville's residents, not just the interests of a private club.

Please protect the neighborhoods that make this town worth living in.

Please deny the Powder Landing Development Agreement and rezoning.

Respectfully,

Nick DiVito


Huntsville, UT 84317

Beckki Endicott

From: Christine Palmer [REDACTED]
Sent: Sunday, June 14, 2026 1:29 PM
To: Clerk
Subject: Powder Beach rezoning

This is Christine Palmer. My address is [REDACTED] in Huntsville I've been a long time resident and I am against the powder beach rezoning.

Please add my name to the list against this action as it will change the feel of Huntsville from a fun bedroom community to a private recreation area. Powder Mountain has no business to be part of Huntsville. Keep them out of our community.

The traffic in the summer is out of control already with just boaters but if you add a private recreation community, it will make it unbearable for the residence .

Thank you,
Christine Palmer

Sent from my iPhone

Beckki Endicott

From: Alan Buttars [REDACTED]
Sent: Sunday, June 14, 2026 1:15 PM
To: Clerk
Subject: Residence against powder, Beach rezoning

Please let the town council know we have enough traffic as it is. Don't give in to companies that have a lot of money to make this change and don't give into threatening lawsuits from them either.
We have lived here 51 years and do not like these changes. Thank you.
Alan and Willow Buttars
Sent from my iPhone

Beckki Endicott

From: [REDACTED]
Sent: Sunday, June 14, 2026 1:06 PM
To: Clerk
Subject: Powder Beach Rezoning

PLEASE don't let this rezoning pass!! Keep Huntsville the close knit family that it is now. These big companies are trying to take away the peaceful little town it is. Most of you on the town board and the mayor grew up here. I Have lived her for 55 years. Please no change! This change is not for us, it will be private. It will affect traffic and noise. This can't be undone once its passed, Please vote NO.

Beckki Endicott

From: Jonathan DiVito [REDACTED]
Sent: Sunday, June 14, 2026 10:46 AM
To: Beckki Endicott
Cc: Clerk
Subject: Re: Please Reject the Powder Landing / Powder Beach Development Agreement

I also want to say it looks like the large drafted letter I wrote for cut off please see the whole letter here

Mayor and Members of the Huntsville Town Council,

I am writing to express my strong opposition to the proposed Powder Landing / Powder Beach development and the accompanying request to rezone residential property to Recreation Commercial (RC). I believe approving this project would set a harmful precedent and fundamentally change the character of Huntsville in ways that provide little benefit to residents while imposing significant costs on the surrounding neighborhood and the community as a whole.

Huntsville is special because it has remained a small, quiet town where residential neighborhoods and community character have been preserved. This proposal moves us in the opposite direction. It is not simply a minor land-use adjustment; it is the introduction of a private commercial recreation facility into an established residential area.

First, rezoning these parcels amounts to spot zoning. Singling out two residential lots for a completely different use than surrounding properties creates a dangerous precedent. If exceptions are made for one well-funded developer today, future requests become increasingly difficult to deny. Over time, Huntsville risks losing the very qualities that residents and visitors value.

Second, the project primarily benefits a private membership organization, not the residents of Huntsville. The proposed amenities—including event spaces, dining facilities, pool areas, and gathering spaces—are intended for members rather than the public. Huntsville residents would bear the impacts while receiving little or no meaningful public benefit.

Third, the scale and intensity of activity associated with this project are incompatible with the surrounding neighborhood. Daily operations extending from morning until evening, increased traffic, noise, and the potential for frequent events would dramatically alter the quality of life for nearby homeowners. People purchased homes in this area expecting a residential environment, not one bordering what effectively functions as a private club and event venue.

Traffic and parking concerns are also significant. A facility capable of serving large numbers of people with only limited parking raises obvious questions. Overflow parking, shuttle traffic, and increased congestion during peak summer weekends will inevitably spill into residential streets. Once these impacts become reality, they cannot simply be undone.

Perhaps most importantly, this proposal appears inconsistent with the vision outlined in Huntsville's General Plan. The purpose of planning and zoning is to ensure that growth occurs thoughtfully and in ways that preserve community character. Approving a project of this nature inside an established neighborhood undermines those principles and weakens confidence in the planning process. Growth is inevitable, but not every project represents good growth. Development should enhance Huntsville, not commercialize its neighborhoods or sacrifice the interests of residents for the benefit of a private organization. Decisions made today will shape the future of our town for decades. Once

residential land is rezoned and commercial activity is introduced, there is no easy way to restore what has been lost.

I respectfully urge the Town Council to reject the proposed Development Agreement and rezoning request. Protect the residents who already call Huntsville home. Preserve the character, tranquility, and sense of community that make Huntsville unique.

Thank you for your time and consideration.

Sincerely,

Jonathan DiVito
[REDACTED]

On Sat, Jun 13, 2026, 20:32 Jonathan DiVito [REDACTED] wrote:
[REDACTED] sorry I forgot to include it!

Jonathan DiVito
[REDACTED]

On Sat, Jun 13, 2026, 19:47 Beckki Endicott <bendicott@huntsvilleutah.gov> wrote:
If you could state your primary address please.

Thank you!

Sent from my iPhone

> On Jun 13, 2026, at 7:23 PM, Jonathan DiVito [REDACTED] wrote:
>
>
> Mayor and Members of the Huntsville Town Council,
> I am writing to express my strong opposition to the proposed Powder Landing / Powder Beach development and the accompanying request to rezone residential property to Recreation Commercial. I believe approving this project would set a harmful precedent and fundamentally change the character of Huntsville in ways that provide little benefit to residents while imposing significant costs on the surrounding neighborhood and the community as a whole.
> Huntsville is special because it has remained a small, quiet town where residential neighborhoods and community character have been preserved. This proposal moves us in the opposite direction. It is not simply a minor land-use adjustment; it is the introduction of a private commercial recreation facility into an established residential area.
> First, rezoning these parcels amounts to spot zoning. Singling out two residential lots for a completely different use than surrounding properties creates a dangerous precedent. If exceptions are made for one well-funded developer today, future requests become increasingly difficult to deny. Over time, Huntsville risks losing the very qualities that residents and visitors value.
> Second, the project primarily benefits a private membership organization, not the residents of Huntsville. The proposed amenities—including event spaces, dining facilities, pool areas, and gathering spaces—are intended for members rather than the public. Huntsville residents would bear the impacts while receiving little or no meaningful public benefit.
> Third, the scale and intensity of activity associated with this project are incompatible with the surrounding neighborhood. Daily operations extending from morning until evening, increased traffic,

Beckki Endicott

From: Sierra Hadfield [REDACTED]
Sent: Monday, June 15, 2026 8:38 AM
To: Clerk
Subject: Don't do this to our beautiful town

I sent this email, but I did not specify. I WANT it shared with the mayor and all the council members, thank you!

Our beautiful town has already gone through so much change. It has become more and more of a secondary home, resort town than a thriving young family community. Anyone that has been here more than a generation and really even more than a decade has seen this fast, change. Many families that have been here for a long time or multiple generations have been pushed out due to expenses from taxes and other concerns throughout the town.

Please help preserve the beauty of Huntsville being a neighborhood, not a resort town.

Powder Mountain will not just stop with a rezoning. They have already infiltrated multiple parts of the valley and now they have with our town. They were supposed to start up on the mountain where they have turned a lot of it private. To have "their" own space up there and they are slowly wanting to take over our beaches, Huntsville town along with other parts of the valley.

I see more powder mountain cars passing through Huntsville then I do a white minivan and that is saying something!

They already have a space over there in Huntsville that they are doing stuff with Just like the rest of us, they should not be allowed to put in their own sewer and club houses on a peninsula with a lake that is already contaminated by So much pollution and Pesticides. It will be a nightmare them bringing in massive amounts of people when cemetery point already gets crowded.

I can tell you right now there will be no respect for the local community because all that they will want is what benefits them not anyone else. We already see this with their proposal.

Please don't allow them to do this!
Save our town!

Thank you again,

Sierra Hadfield

Beckki Endicott

From: Sonya P Shupe <[REDACTED]>
Sent: Monday, June 15, 2026 9:00 AM
To: Clerk
Subject: Save our town

Sent from my iPhone

I Sonya Shupe, that is a life long resident and 5th generation in Huntsville, am very concerned about the rezoning in Huntsville town for powder Mountain to build their resort down by cemetery point. We already have major traffic on that road that we do not need to add to it by a public resort. powder Mountain can stay on the mountain and enjoy what they have destroyed up there but leave Huntsville alone. I already see many powder, Mountain vehicles in Huntsville and I'm concerned about them buying up any land they are able to purchase and making Huntsville a playground for their private rich people. Putting in a sewer system by Pineview Reservoir, that is already contaminated, is very concerning. Let's keep this town for people that want to live here in peace and community, not for the rich that just want to play here and add to our traffic and the noise in town. I am totally against the rezoning. Please share my concerns with all involved in this matter.

Beckki Endicott

From: J Johansen [REDACTED]
Sent: Monday, June 15, 2026 9:53 AM
To: Clerk
Subject: Powder Mountain protest

This is JR and Deanna Johansen. We live at [REDACTED] here in Huntsville. We are definitely opposed to the powder Beach rezoning. Our driveway will become their main alternate route if this is approved. Please inform the Town Council and the mayor of our strong opposition.

Yahoo Mail: Search, Organize, Conquer

Beckki Endicott

From: Eric Benson <[REDACTED]>
Sent: Monday, June 15, 2026 4:14 PM
To: Becky Benson; Clerk
Subject: Powder Landing

Dear Mayor Sorensen and Members of the Huntsville Town Council,

I am writing to express my opposition to the proposed rezoning and Development Agreement for the Powder Landing project.

My wife and I recently purchased a home directly adjacent to the properties proposed for rezoning. We closed on our home at the end of April 2026 and made this significant investment based on the existing residential zoning and character of the neighborhood. At no point during our home purchase were we aware that there was a proposal under consideration to rezone neighboring residential lots for a private recreational facility.

Had we known that a project of this scale and intensity was being contemplated immediately next door, it would have significantly impacted our decision-making process. We chose Huntsville because of its unique character, peaceful residential environment, and the protections afforded by existing zoning.

As one of the property owners most directly affected by this proposal, I am deeply concerned about the permanent rezoning of residential property to accommodate a private members-only recreational facility. The proposed use appears incompatible with the surrounding neighborhood and raises legitimate concerns regarding increased traffic, noise, parking impacts, event activity, and the overall character of the Cemetery Point area. The prospect of daily operations from morning until evening and special events adjacent to residential homes is particularly troubling.

I am also concerned that this rezoning would be permanent and would remain with the property regardless of future ownership. Once approved, the Town would have little ability to restore the residential character of these lots if the property changes hands or the use evolves over time.

Additionally, it is difficult for residents to evaluate the full impacts of this proposal when critical planning information appears to be incomplete. Before any permanent zoning decision is made, I respectfully urge the Council to ensure that all traffic, infrastructure, environmental, and mitigation plans are fully developed, publicly available, and thoroughly reviewed.

Most importantly, I ask the Council to consider whether this proposal serves the broader interests of Huntsville residents and whether it is consistent with the vision and character that make our community so special. Existing homeowners should be able to rely on the Town's zoning framework when making major investments in their properties.

We purchased our home less than two months ago and did so with the reasonable expectation that the neighboring lots would remain residential. I respectfully ask you to deny the proposed rezoning and Development Agreement and preserve the character of this neighborhood for current and future residents.

Thank you for your service and your consideration of these concerns.

Sincerely,

Beckki Endicott

From: Bryant McConkie <[REDACTED]>
Sent: Monday, June 15, 2026 4:31 PM
To: Clerk
Subject: Opposition to Powder Beach/Landing
Attachments: Protect Our Neighborhood from Powder Beach_6.13.26_2.pdf

The attached reflects my views and opposition to Powder Beach/Landing. Specifically, I oppose any rezoning or development agreement that would allow Powder Beach/Landing to expand their use of the property. Additionally, I am asking that the town enforce the restrictions and limitations on use that are currently associated with a single-family residential property.

Thank you. See you all tomorrow.

Bryant

Bryant McConkie | McConkie Hales & Jones



McConkie Hales & Jones

This transmission (including any attachments) may contain confidential/privileged/non-public information and material (including material protected by the attorney-client or other applicable privilege). Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

Protect Our Neighborhood:

Residents Against Powder Beach Rezoning

Huntsville Town Council is considering a request by Powder Beach LLC to adopt a Development Agreement, bundled with a rezone, of two single-family residential lots (R-1) to a recreation zone (RC) for their Powder Landing project. These properties are connected to the last home on 100 S., before you reach Cemetery Point. Powder Beach is currently programming this property for their members, disregarding current Huntsville Town zoning ordinances prohibiting this use. **Ultimately, the Development Agreement does not provide the critical planning information needed for informed decision-making and it offers effectively no public benefit to the residents of Huntsville.**

1. This is textbook spot zoning.

The proposal is to change single-family residential lot to a recreation zone (RC). The development agreement is bundled with a re-zone. Singling out specific parcels for different zoning designation than surrounding properties is legally suspect and sets a dangerous precedent — if this works here, any residential lot adjacent to could be commercialized. Powder Beach has resources to buyout the Boat Club members and could expand recreational amenities for their members in the future.

2. This project doesn't protect the neighborhood—it changes it.

Powder Beach LLC states that RC zoning would act as a "buffer" between homes and public space. The "buffer zone" justification is backwards and illogical. These lots are already inside a residential subdivision. Instead of protecting the neighborhood, this rezoning would bring a commercial operation into the middle of it only benefiting a wealthy private membership.

3. An out-of-state LLC wants to commercialize and monetize Cemetery Point neighborhood.

Powder Beach LLC, a Delaware company, is proposing Powder Landing as a private recreational development—not a community project. It is a for-profit, members-only club seeking a private recreation facility and asking the Town to change local zoning rules for its exclusive benefit. Its business model appears similar to Powder Mountain's broader strategy of creating private-member amenities and services associated with the Powder Haven community.

4. Up to 100+ people, 8am–10pm, next to your home — potentially every day.

A private club next to homes brings daily noise, traffic, and activity. The proposed draft agreement asks for large "special events" of more than 100 people up to five per year. However, there is no meaningful limit on daily operations with fewer than 100 people. The proposed pool, lawn area, dining space, and social facilities could operate from 8:00 a.m. to 10:00 p.m. every day, significantly increasing traffic and causing commercial noise in a residential zone.

5. The parking plan will fail.

The proposal includes only 30 parking spaces for a facility that could host more than 100 people (and many more than that at various times during the year). The overflow plan depends on shuttles, but there is no guarantee that everyone will use them. While the agreement says street parking is prohibited, it does not explain how that rule will be enforced. It is unheard of that a city or town would ever approve a permanent project that does not provide adequate parking. This is a major issue with this project. A shuttle service is not a good remedy.

6. Shuttle traffic routes through residential streets.

The agreement says shuttle traffic will use 100 South as its access route. But if traffic becomes backed up, drivers will look for shortcuts through residential streets. Special events will likely occur during holidays and busy summer weekends when traffic around Pineview Reservoir is already heavy.

7. The enforcement money is a farce.

The financial mechanism to ensure compliance in the Development Plan is a \$5,000 escrow deposit. For a commercial operation violating noise ordinances or hosting unauthorized events, \$5,000 is not a deterrent — it's a rounding error. Powder Beach is currently operating against Town code, and they are clearly not concerned with hosting unauthorized events.

8. The zoning change would be permanent.

According to the proposed agreement, the rezoning stays with the land even if the property is sold or ownership changes. If Powder Beach LLC sells, goes bankrupt, or abandons the project, the RC zoning stays on the parcel and binds future owners. This is not a temporary decision; it permanently changes the future use of these lots. Changing from residential to a recreational use is not appropriate and is not conducive with the Huntsville's adopted vision statement or what we all love about Huntsville.

9. A septic system for a social club near Pineview Reservoir is a water quality risk.

The development must use an on-site individual wastewater disposal system (septic). A dining/social club hosting events near Pineview Reservoir, a drinking water source, with only a septic system is an unacceptable environmental risk. The Storm Drain Mitigation Plan (Exhibit D) in their submitted proposal is blank. Therefore, this risk is unknown to the Town and has not been studied. When providing services for 100+ people significant studies need to be performed to ensure proper soil percolation, understand season variation, track the water table, most importantly understand the volume and loading of large crowds. This is not a single-family home that may use 250-300 gallons of water per day, it is a commercial operation that will require significant upgraded infrastructure.

10. Critical exhibits are missing.

Both the Traffic Mitigation Plan (Exhibit C) and the Storm Drain Mitigation Plan (Exhibit D) are blank pages in the proposed development agreement. Councilmembers or the Planning Commission cannot evaluate whether those plans are adequate because they haven't been provided. Approving this agreement without those completed exhibits means approving it blind.

11. There is no public benefit.

The Town cites "public benefit" as justification, but this is a private, members-only club. The public gets no access. Any property tax revenue benefit to the Town does not justify permanently altering a residential neighborhood's character and little to no sales tax would be paid at the location. Powder Beach offered the Town a one-time \$300,000 Community Benefit Agreement. Huntsville Town's legal counsel later advised Council Members not to accept this type of agreement because it could be perceived as a bribe if the project was approved. Ultimately, the proposed development agreement, and bundled rezone, provides little to no benefit to Huntsville and its residents.

BOTTOM LINE:

There is NO public benefit for this project. Additionally, this rezoning takes residential land in a residential subdivision and hands it to an out-of-state LLC to run a commercial operation — permanently. The mitigation plans are literally blank pages. The enforcement mechanism is \$5,000. Once this is approved, there is no going back. Before making a permanent change to the neighborhood, the developer should clearly demonstrate why this project belongs in Huntsville and how it benefits the Town.

Protect Our Neighborhood: Residents Against Powder Beach Rezoning

WHAT CAN NEIGHBORS DO NOW?

Before June 16th contact the Huntsville Town Council by emailing the Town Clerk at clerk@huntsvilleutah.gov. Ask that your message be shared with the Mayor and all Council Members. Tell Huntsville Town leaders your concerns and ask for their protection from Powder Beach LLC and their Powder Landing project. This Development Agreement for Powder Landing may be up for council vote on **Tuesday, June 16, 2026**. Come to the Town Council meeting to learn more.

Huntsville Neighbors are concerned about:

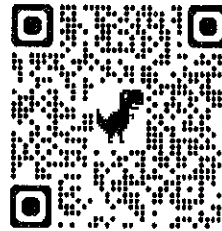
- Powder Beach's Proposal offers little to no public benefit to Huntsville residents. Huntsville receives no sales tax revenue from this club.
- Lack of adequate planning data and information
- Traffic impacts the Town
- Proposal is not consistent with the Huntsville Town General Plan
- A recreation center, for private members, with three buildings, pool, parking lot, event areas, dining, and recreation facilities does not preserve the community character adjacent to Cemetery Point.

Powder Landing Development Agreement:

Scan QR Code

Click 2026 Planning
Commission Agendas

See "DA for Powder Mtn."



Available for Questions:

Jeff Keeney, 170 N. 6500 E. (714) 383-5764 (Text of call)

Bryant McConkie, 6560 E. 100 S. (801) 580-3922 (Text preferred)

CONCERNED HUNTSVILLE NEIGHBORS

Add your name to the list. These Huntsville property owners are concerned about Powder Beach LLC's efforts to adopt a Development Agreement, bundle it with a rezone of two single-family residential lots (R-1) to a recreation zone (RC) to create their Powder Landing project.

- | | |
|-----------------------------|-----------------------------|
| • Eric and Becky Benson | • Jeff Keeney |
| • Red and Amiee Erickson | • Bryant and Aimee McConkie |
| • Tom and Jenny Freeman | • Paul and Kim Stringham |
| • Jonathan and Alisa Garner | |

If you'd want to add your name to the concerned neighbor list and receive updates, please text Aimee McConkie at [REDACTED]

Beckki Endicott

From: Brian Merrick
Sent: Monday, June 15, 2026 11:28 PM
To: Clerk
Subject: Powder Landing Agreement

I submitted this through the Huntsville website so forgive me if this is a duplicate. Please see that this is entered into the record as public comment for the June 16th meeting for joint work session with the Planning Commission regarding the DA with Powder Landing.

Thank you,

June 15, 2026

Huntsville Town Council

RE: Powder Landing Development Agreement -- Ordinance No. 2026-4.23-1A

Dear Distinguished Council Members:

I am writing to you as a Huntsville property owner of more than a decade. Although I am an absentee owner, I chose Huntsville because of its small-town character, beautiful setting, and welcoming residents. Those qualities reminded me of the town where I grew up and where I now reside. Unfortunately, I have witnessed firsthand how similar communities can gradually lose the very qualities that made them special when development agreements are not carefully crafted and enforced.

I understand the need for progress, modern amenities, and the tax revenues they may provide. However, development agreements have consequences that extend far beyond the terms of any current council. Therefore, I respectfully urge you to proceed with caution and carefully consider the long-term implications of this proposal.

The founders of Huntsville established zoning districts for a reason. When an applicant seeks to change the zoning designation of a property, it is because they desire to undertake a use that was not originally contemplated. I believe it is appropriate to ask:

Why was this property originally zoned Single-Family Residential?

Was it because previous generations believed residential use was most compatible with surrounding properties and most consistent with preserving the quality of life envisioned for Huntsville?

What public benefit do the residents of Huntsville receive by changing this property from Single-Family Residential (R1) to Recreation (RC) for the benefit of a private, members-only enterprise?

These are important questions that deserve careful consideration.

In reviewing the proposed Development Agreement, several issues deserve additional scrutiny.

Vested Rights

The agreement grants the owner vested rights associated with the Recreation Zone. If the RC zone allows broader uses than those envisioned today, future owners may argue those rights have become permanently vested. Residents may believe they are approving a quiet private club, while legally approving the broader rights associated with the entire RC zoning designation with only limited restrictions.

Special Events

The agreement defines a special event only as one involving more than one hundred people. This definition leaves numerous possibilities unaddressed, including:

- Multiple events of fewer than one hundred people;
- Weddings and receptions;
- Corporate retreats;
- Concerts;
- Pool parties; and
- Other activities that may substantially impact neighbors without exceeding the one-hundred-person threshold.

Many development agreements address matters such as amplified music, indoor versus outdoor events, deliveries, and other operational impacts. This agreement largely does not.

Noise Impacts

The agreement relies upon compliance with existing ordinances. However, municipal noise ordinances are often complaint-driven and difficult to enforce. In open valleys and near water, sound can travel considerable distances and affect homes far beyond the immediate vicinity.

The agreement should establish objective standards addressing:

- Maximum decibel levels;
- Outdoor amplified music;
- Speaker orientation;
- Bass frequencies;
- Pool noise; and
- Hours during which outdoor activities are permitted.

Deliveries and Maintenance

Employee, maintenance, and delivery activities are exempted from the stated operating hours. Such activities should also be limited to reasonable hours in order to minimize impacts upon neighboring properties.

Traffic and Parking

With only thirty parking spaces, the agreement assumes overflow guests will utilize shuttle service. However, the agreement contains no mechanism for monitoring or enforcing those assumptions. There are no provisions addressing:

- Parking enforcement;
- Towing authority;
- Reservation systems;
- Verification of shuttle use;
- Traffic monitoring; or

- Procedures for addressing overflow parking.

The agreement further provides that shuttle traffic should utilize First Street. If this provision is important for public safety and neighborhood protection, it should be accompanied by meaningful enforcement mechanisms.

Given the potential impacts upon Huntsville's roads and neighborhoods, a professional traffic study should be completed so that the true impact of the project can be understood before approval.

Protection of Views and Community Character

Although the agreement repeatedly emphasizes preserving Huntsville's character, it contains few objective standards addressing:

- Building height;
- Architectural design;
- Exterior materials;
- Reflective surfaces;
- Landscaping;
- Tree preservation; and
- View corridors.

The views and natural beauty of Ogden Valley are among its most valuable assets and deserve meaningful protection.

Enforcement

Enforcement is very weak in this Agreement. Article V establishes only: \$5,000 escrow for enforcement costs. Litigation costs could exceed \$50,000–\$200,000. Thus, the escrow is largely symbolic. Such a figure may ultimately be viewed as merely a cost of doing business. Any Agreement must have teeth and a figure of \$100,000 or more is much more appropriate. Most events the new owner has at this new location will generate more than that per day.

The agreement contains no provisions for:

- Daily fines;
- Permit suspension;
- Revocation procedures;
- Liquidated damages;
- Automatic penalties; or
- Other meaningful remedies.

Any agreement should contain sufficient enforcement mechanisms to ensure compliance and to discourage violations.

Monitoring and Accountability

The agreement also lacks ongoing monitoring requirements. No provisions exist for:

- Annual reporting;
- Traffic counts;

- Parking audits;
- Noise studies;
- Event logs;
- Complaint records; or
- Periodic review by the Town.

Without meaningful monitoring, violations become difficult to prove and the Town loses the ability to revisit the Agreement to ensure that the promises contained in the agreement are actually being honored.

For a small rural community such as Huntsville, whose identity is based upon quiet neighborhoods, dark skies, open views, and low traffic, this agreement appears to rely heavily upon the assumption that the operator will voluntarily remain a good neighbor.

Respectfully, I would urge the Council not to rely solely upon good intentions. This is a business venture that seeks to capitalize upon the extraordinary beauty and unique character of Huntsville. The owners possess the resources and sophistication to take advantage of ambiguities and loopholes that may not be apparent today.

The agreement contains many statements concerning harmony and quality of life, but comparatively few objective standards and effective remedies to ensure those goals are achieved.

I am not opposed to the Powder Landing project. I simply believe that any approval should be based upon a carefully considered agreement that is fair to the applicant, beneficial to the Town, and protective of the residents who have made Huntsville such a special place.

Please accept these comments in the spirit in which they are offered, as observations from someone who has witnessed how seemingly small compromises can, over time, fundamentally alter the character of a community.

Thank you for your service and for your thoughtful consideration of these issues.

Respectfully,

--

Brian Merrick

[REDACTED]

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Beckki Endicott

From: MaryJan Munger [REDACTED]
Sent: Tuesday, June 16, 2026 11:56 AM
To: Clerk
Cc: Casey my love
Subject: No to Powder Beach Rezoning

Hello Shannon,

Will you please share this message with the Mayor and all the Council Members?

We are very concerned about the incursion of a private recreation site into our small town. Our town isn't set up to handle the increased traffic, sewage, and water use. The planned parking and shuttle would be a headache in itself and would quickly prove inadequate. The pitiful \$5000 escrow deposit to "ensure compliance" is just Powder Beach LLC admitting that they know they won't comply. There is no way this planned development fits with what we've said we want Huntsville Town to be in our general plan. This will not create a buffer - it's just the wedge to open up our quiet community to more and more commercial groups coming from crowded and noisy places where they aren't tuned in to the character of this peaceful valley. It won't seem to them that it's a big deal to force their way in with louder groups and increased traffic and garbage. But it will change the nature of the community we've chosen to make our homes. They aren't choosing to become our neighbors - they just want a place to kick back, trash and make a quick profit.

And it's not as if the plan brings any community benefit to us - the planned recreation center isn't going to be open for people in town to use facilities, but will instead bring up to a 100 partyers into our backyards. Our town wouldn't even receive any sales tax revenue from this private club - why are we even considering this?

It's even more concerning that this out-of-state group isn't even making a good faith effort to provide adequate planning information and data, apparently believing they can bulldoze over the concerns of local residents as if we were too unaware and powerless to see what they're trying to do and stop them from taking over.

Please don't approve this rezoning!

Casey and MaryJan Munger

Beckki Endicott

From: Melissa Porterfield [REDACTED]
Sent: Tuesday, June 16, 2026 1:22 PM
To: Clerk
Subject: Powder mountain complex rezoning

To whom it may concern, regarding rezoning for the Powder Mountain Complex, I strongly ask that you do not approve rezoning of that property. It would ruin the small town feeling and change the way of life for all who live in Huntsville Town and in the whole valley. Please, please do not allow the rezoning!

Thank you,
Melissa Porterfield

Beckki Endicott

From: Sherry Nottingham [REDACTED]
Sent: Tuesday, June 16, 2026 2:25 PM
To: Clerk
Subject: Opposition to Proposed Rezoning of 6510 East 100 South Huntsville, UT ((Powder Landing)(Powder Beach LLC)). Ordinance no. 2026.4.23 1A

Sherry Nottingham
[REDACTED]
Huntsville, UT 84317
[REDACTED]
June, 16, 2026

Huntsville Town Clerk
Town of Huntsville
Huntsville, Utah

Re: Opposition to Proposed Rezoning of 6510 East 100 South Huntsville, UT ((Powder Landing)(Powder Beach LLC)). Ordinance no. 2026.4.23 1A

Dear Town Clerk,

I am writing to express my strong opposition to the proposed rezoning of single family residential property owned by Powder Beach LLC for use as a private club and event venue.

The proposed use is fundamentally incompatible with the surrounding residential neighborhood and would negatively affect the safety, quality of life, and character of our community.

One of my primary concerns is the significant increase in traffic that this project would generate. The proposal contemplates bussing patrons to the site and providing parking for approximately 40 vehicles. Access to the property would occur through residential streets where many families and young children live. Increased vehicle traffic, buses, rideshare activity, and event-related congestion will create safety hazards for pedestrians, cyclists, and residents. These neighborhood streets were not designed to accommodate the volume and intensity of traffic associated with a private club or event venue.

I am also concerned about the impact on Pineview Reservoir and the surrounding recreational areas. The lake is already experiencing increasing levels of use and overcrowding during much of the year. Introducing a venue that brings large numbers of additional visitors into the area will place further strain on existing infrastructure and public resources. Increased visitation is likely to contribute to more congestion, conflicts among users, and a greater risk of accidents and safety incidents on the lake.

Thank you for your consideration of my comments. I respectfully request that this letter be included in the public record regarding this application.

Sincerely,

Sherry Nottingham

Concerns about Powder Beach Rezone June 16

The Powder Haven group has established a beach / recreation property on 100 S in Huntsville that serves their community's needs but does nothing for the residents of Huntsville town.

I spent 8+ years on the Ogden City Planning Commission at the height of the VRBO battles, and see many of the same patterns of behaviors here in terms of plunging ahead while seeking forgiveness instead of permission for illegal behavior.

Let's be clear: Powder Beach has no interest in Huntsville and its residents beyond providing a vehicle for serving their clients and residents. They have offered, cajoled and even attempted to bribe residents with financial incentives to get their way....and once they have it all constraints are off.

I understand that we have community bylaws and regulations (i.e. noise after 10pm, parking restrictions etc) but they have demonstrated a willingness to ignore community norms and will continue to "push" the legal limit to get their way. The Boat Club was essentially a Trojan Horse in that it facilitates behaviors and activities counter to the interests of the community but the previous owners were not actively pursuing those activities.

I appreciate that City leadership now sees the details of this exploited loophole and is actively working to prevent further property conversions that compromise Huntsville's inherent residential nature. However, we can and MUST find ways to constrain the damage caused by this particular property. 100 S is of course the main road to Cemetery Point and has for decades had busy weekend traffic with mostly peace-and-quiet during the week. Last summer we purchased our home on the corner of 7200 E knowing this pattern of traffic and land-use, and were comfortable with the weekend crazinesswhich now threatens to occur on a daily basis all summer at the hands of Powder Beach traffic / shuttles / vans / buses.

The tools at your disposal are substantial if you are willing to use them:

- deny the rezone and confine the problem to the Boathouse property. The addition of neighboring homes to the west as "buffer" properties merely makes the problem larger while making it substantially worse for the residents of 6500 E cul de sac
- impose and enforce existing noise ordinances stringently. Activities and noise shall cease by 10:30pm. This should be clarified to include that all motor vehicles and transport vans will have left the property by 10:30pm.

- Restrict parking to onsite lots while also managing the total amount of hardscape on the property (landscaping, sight lines and overall property appearance affect neighboring properties and can require community input)
- Lighting systems compliant with community Dark Skies ordinances should be strictly enforced (including the illegal LED lights on every post on the perimeter fence)
- Given the inherent commercial nature of this property it is reasonable to impose the additional carrying costs borne by the Town in the form of fees, annual licensing and inspection etc.
- Parking and safety issues on 100 S will be compromised by shuttle fans and larger vehicles who are more intent on serving their “customers” needs than on protecting public safety. An intensive police presence with appropriate fines aimed at the “company”, AND the individual drivers may provide the right incentives
- Water quality / septic systems are a serious concern: water quality measurements need to be collected before any construction occurs (at various times of year) to establish a baseline dataset. The overall water consumption and sewage treatment for a property of this scale is WELL beyond the scope of normal septic systems. Extreme oversight and performance bonding should be required to ensure compliance

All this being said, there is STILL no benefit to Huntsville town from the presence of this new development. You and I both know that a “benefit” to the community is not required for their plan to meet the legal requirements. However, you still hold the power to deny the rezone and minimize the problem.

If and when you get to the end of this line of discussion, it is worth making a strong case for a partnership and the opportunity for community-building instead of the likely ongoing community conflict. I suspect no residents are in favor of this project and will be upset with Town leadership for permitting it.

There may be a win-win. Huntsville is in need of its own public recreation amenities, so it comes down to a numbers game. There are less than 350 full-time resident households in the town of Huntsville. Many would appreciate access to the kinds of amenities offered at this facility (including the swimming pool). The reality of recreation-facility usage is that everyone says they will use it but a much smaller percentage actually would use it. If you were to request access to the facilities for all full-time Huntsville town residents, that would go a long way to smoothing the waters of conflict that you are now experiencing. The additional sales tax on food and drink sales would stay within the community, and town

residents would get a chance to build relationships with a group of people who have the same positive feelings about Ogden Valley.

Powder Beach leadership will likely balk at this proposal, so it's worth discussing the actual numbers and helping to craft the usage numbers. Concepts could include:

- Daily sign-in sheet for town residents with a cap of 20 people (town residents) on any given day
- A maximum of 6 visitors / friends who are non-residents could accompany residents onsite but would be counted against the 20-person total
- Time-of-day restrictions may be useful (early morning swimmers (7-9am) are far more likely to be town residents than commuters from Powder Haven
- Seasonal restrictions: work with Powder Haven to understand their peak periods and allow more leniency for town residents when the facility is uncrowded
- Require that a significant percentage of town residents walk or bike to the facility (restrict parking)

Thank you for the opportunity to provide input on this contentious topic

Iain Hueton

[REDACTED]
Huntsville, UT 84317
[REDACTED]
[REDACTED]

Beckki Endicott

From: Tina Olsen [REDACTED]
Sent: Tuesday, June 16, 2026 2:39 PM
To: Clerk
Subject: Powder Mountain / Powder Beach

Mayor, Town Council and Town Planning,

I would like to take the time to tell you my thoughts on the proposed Powder Mountain Development (Powder Landing / Powder Beach). My family and I have been residents of Huntsville on 100 south for 35 years. In this time we've lost family pets to the traffic, we saved lives of people who were impaired after leaving the beach, we've picked up and disposed of all kinds of trash from baby diapers to beer bottles that were carelessly tossed onto our property, we've endured unauthorized vehicles parked on our grass and in our driveway, we've had hunters with rifles and bows kill deer in our yard and community. We've had multiple thefts of our property, windows shot out in our home and vehicles. This is just a few examples of the offenses we are confronted with. These incidents have all taken place even though we happily support the sheriff deputies every chance we can. I say without hesitation that I am against having another development at or around "The Point". Powder Mountain and its leadership have no allegiance to Huntsville and its residents and they demonstrate this trait at every opportunity. This development will have no benefit to the town of Huntsville, our community or residents. This is only another way to entertain their wealthy cronies while leaving the rest of us reeling from the effects. I fear that giving them a foot in the door will lead to much, much worse.

Years ago we chose to live and raise our family in Huntsville - NOT POWDERVILLE!

Please do not let this happen to us.

Tina Olsen - Resident

Concern Citizen List regarding Huntsville Development Agreement for Powder Beach

From Aimee McConkie [REDACTED]

Date Tue 6/16/2026 5:13 PM

To Clerk <clerk@huntsvilleutah.gov>

 1 attachment (23 KB)

Huntsville - Concerned Citizen List 6.16.26.pdf;

Huntsville Clerk,

Attached is a list of residents who are concerned about the proposed Development Agreement for Powder Beach. If it is appropriate, please add this to the record for tonight.

Thanks,
Aimee McConkie
[REDACTED]

Concerned Huntsville Neighbors

These Huntsville property owners are concerned about Powder Beach LLC's efforts to adopt a Development Agreement, bundled with a rezone, of two single-family residential lots (R-1) to a recreation zone (RC) to create the Powder Landing project.

FIRST	LAST
Eric	Benson
Becky	Benson
Maree	Burkman
Gil	Burkman
Rudy	Eilander
Redd	Erickson
Amiee	Erickson
Tom	Freeman
Jenny	Freeman
Jonathan	Gardner
Alisa	Gardner
Zach	Grant
Cindu	Grant
Amy	Groll
Tracy	Groll
Judy	Gualt
Sierra	Hadfield
Creed	Hadfield
Rex	Harris
Dawson	Hedges
Lorraine	Hedges
JR	Johansen
Deanna	Johansen
Jeff	Keeney
Jason	Kyle
Lupita	Kyle
Gaylene	Loeffler
Bryant	McConkie
Aimee	McConkie
Mary Jan	Munger
Casey	Munger
Tina	Olsen
Kim	Parkinson
Larel	Parkinson
Heidi	Posnien
Maree	Romero
Lander	Seehuan
Travis	Shepard
Karen	Stoker
Paul	Stringham
Kim	Stringham
Eric	Wangsgaard
Elizabeth	Seamons Ward

Powder Landing Development Agreement – Information and Frequently Asked Questions

Dear Huntsville Residents,

Over the past several days, Town Council members and I have received a number of emails regarding the proposed Powder Landing Development Agreement and rezoning request. I appreciate everyone who has taken the time to share their thoughts, whether they support the proposal, oppose it, or simply have questions.

Because there has been a lot of information circulating, I wanted to provide a brief update on where we are in the process and answer some of the questions we have received most often.

Where does the proposal currently stand?

The Planning Commission has spent significant time reviewing the proposed Development Agreement and holding public hearings. After receiving public comment and discussing the proposal in detail, the Planning Commission voted 4-1 to recommend approval of the agreement with several amendments.

The Town Council discussed the item at our June 2 meeting but chose to table the matter rather than take immediate action. We felt additional discussion was warranted before making a final decision.

On June 16, the Town Council, Planning Commission, and Town Attorney will hold a joint work session to discuss the remaining questions and concerns. The Town Council may consider the agreement during its regular meeting that evening.

Has the Town Council approved the project?

No. No final decision has been made.

Will public comments be considered?

Absolutely.

The comments submitted during Planning Commission hearings are part of the public record, and the emails and letters currently being submitted to the Town are being provided to Council members as well. Public participation is an important part of the process.

What is a Development Agreement?

A Development Agreement is a contract between a property owner and the Town that establishes specific conditions, limitations, obligations, and protections related to a development. In many cases, it provides requirements that go beyond what would otherwise exist in the zoning ordinance.

What issues are being considered?

- Traffic and parking
- Neighborhood compatibility
- Operating hours and event limitations
- Enforcement provisions
- Public benefit
- Long-term land use considerations
- Infrastructure, drainage, and wastewater issues
- Parcel consolidation
- Rezoning

These and other topics will continue to be discussed before any final decision is made.

What about the exhibits and supporting documents that have been discussed publicly?

Several residents have asked questions about exhibits and supporting materials referenced in the draft agreement. Those materials, along with other technical information, are part of the ongoing review process and will continue to be discussed as the proposal moves forward.

Does the Planning Commission recommendation determine the outcome?

No.

The Planning Commission serves in an advisory capacity and makes recommendations to the Town Council. The final decision rests with the Town Council. The Town Council then carefully considers the information and recommendations of the Planning Commission, as well as any new information that may come forward.

Are flyers, social media posts, emails, and public comments official Town positions?

No.

Residents, applicants, supporters, and opponents are all entitled to share their opinions and

perspectives. We encourage respectful public participation and welcome differing viewpoints. However, those statements represent the views of the individuals making them and should not be interpreted as official findings or positions of Huntsville Town.

Official actions are taken only by the Planning Commission and Town Council during public meetings.

How can I stay informed?

Residents are encouraged to review meeting materials, attend public meetings, and continue sharing their thoughts with elected officials.

As mayor, I understand that people care deeply about Huntsville and about the future of our community. This proposal has generated strong opinions on all sides, which is understandable given the location and the issues involved.

My commitment, and I believe the commitment of the Town Council as a whole, is to carefully review the facts, listen to public input, seek legal guidance when necessary, and make the decision we believe is in the best long-term interest of Huntsville.

Thank you for taking the time to stay involved.

Sincerely,

Richard Sorensen
Mayor, Huntsville Town

WORK SESSION – Thursday, June 4, 2026

**Minutes of the Huntsville Town Council Work Session held at the Huntsville Town Hall
7474 E. 200 S., 4:00 p.m.**

The Work Session was scheduled to discuss the 501c3 Historic Huntsville Preservation Fund, The Huntsville Town Budget, and other TC agenda items

Attending: Mayor Richard Sorensen, TCM Bruce Ahlstrom, TCM Jim Truett, TCM Lewis Johnson, Melissa Knowles- Treasurer, Tommy Christie- HHP fund board member, Mikel Weil- HHP fund chair, Nikki Wolthuis-Clerk, Beckki Endicott Clerk, Blaine Vernon- Town Maintenance

Zoom- Will Vandertoolen- PC member

Tommy Christie, spoke about the purpose of the 501c3 and the vision for the future. **(See attachment #1)** He named the board members who would be serving, including himself, Kevin Anderson, Huntsville Treasurer, Melissa Knowles and chair, Mikel Weil.

The Town Council and Huntsville staff had questions for the board including if the board would write grants, how the partnership with the town would work, and if the money were guaranteed to stay in town. Tommy Christie explained that the fund was not a replacement for the town's efforts but an enhancement. Mikel Weil asked for a list of projects and a list of people who the TC thought might be able to donate. The TC expressed interest in getting help with funds for the aging playground. The board planned to make a website soon and was looking for historical photos.

The TC spent the remainder of the meeting discussing the budget.

Melissa Knowles, treasurer, went through a list of project expenses for FY26 and FY27**(See Attachment #2)**. She went through the budget line by line and the TC gave their input on what was needed in the coming year. The extension of the Pineview Loop trail further into town, the water system, the 4th of July celebration, a new building at the cemetery, a water bottle filling station, and a new truck or Bobcat were all discussed.

Meeting ended at 5:46 pm

Nikki Wolthuis, Huntsville Town Clerk

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING**Thursday, June 4, 2026, 6:00 p.m.****Huntsville Town Hall, 7474 E. 200 South, Huntsville**

Name	Title	Status
Richard L. Sorensen	Mayor	Present
Bruce Ahlstrom	Council Member	Present
Sandy Hunter	Council Member	Excused
Lewis Johnson	Council Member	Present
Jim Truett	Council Member	Present
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present
Beckki Endicott	Clerk	Present
Melissa Knowles	Treasurer	Present

Citizens: Steve Starks, Rex Harris, Matthew McKay, Jonathon Gardner, Tommy Chrsitie, Ron Gault, John Fuentes- Commander American Legion, Rebecca Benson, Eric Benson, Jeab Ammar, Dave Grant, Jeff Keeney, Olga Mariasina, Brook Hontz, Will Vandertoolen, Bryant McConkie, Aimee McConkie, Kaidon Lyman

1 Mayor Richard Sorensen called the meeting to order.

There was a full quorum present.

2-Pledge of Allegiance led by: John Fuentes

3-Opening Ceremony given by: TCM Lewis Johnson

4-Sheriff's Report- The busy season has started. There were a large number of traffic stops this past month.

5-Public Comments:

John Fuentes, Commander, American Legion Post 129-

There is lots of activity at the American Legion. They are replacing the tables and security system, relocating the flag pole, and rebuilding the stage in the back with speakers and lights. They would like to have concerts for veterans and the community. They have a new cook-Brittney's Grill. The restaurant is open to the public.

Rex Harris- has a solution for Memorial Day weekend traffic at Cemetery Point. He would like to get the booth off of the road. He can talk more about it later with the Forest Service and others.

Jonathan Gardner- Lives next to Powder Landing property. He had concerns and thought the development was being done improperly.

Aimee McConkie 6560 E. 100 S.- She felt that the Development Agreement would not benefit the Town. She wondered why they had been allowed to operate on a residential lot thus far. It felt like Powder Mountain gave the town a bunch of money, and the gates were open to them.

Jeff Keeney -Huntsville Town Planning Commission member-

He explained that he also lived near the Powder Landing property. Right now his neighborhood is a peaceful and safe place and he'd hate to lose that. He stated that Powder Mountain's property didn't benefit the town. He read from a prepared statement outlining his thoughts and concerns. **(See Attachment #1)** He felt that Powder Mountain couldn't be trusted and he would like to keep their property in the R1.

Bryant McConkie-6560 E. 100 S. He felt that the PM property was inconsistent with what Huntsville's goals were for the future. He was concerned that Huntsville's public body was prepared to act on it and there wasn't a proper record of the process. There needed to be a more robust discussion.

Will Vandertoolen- member of the Town Planning Commission- the PC did the best they could to include proper language in the Development Agreement in case it was passed. There was good work put into it. The safety of the residents who walk and cycle through that area was important to him. He wasn't sure there was a benefit that outweighed the impact.

6. Discussion and/or action on approval of Minutes for Town Council Meeting April 30, 2026 (See Attachment #2)

TCM Ahlstrom motioned to approve Minutes for Town Council Meeting April 30, 2026. **TCM Truett** seconded the motion. All votes ayes. Motion passed.

7. Discussion and/or action on approval of Minutes for Town Council Meeting May 27, 2026 (See Attachment #3)

TCM Truett motioned to approve Minutes for Town Council Meeting May 27, 2026. **TCM Ahlstrom** seconded the motion. All votes Ayes. Motion passed.

8. Discussion and/or action on approval of the Iron Lung Ride (See Attachment #4)

Kaidon Lyman, race director, explained that is the 10th year of the race. They wehave not changed much from years' past. The race is July 18th and there will be about 150 riders.

Mayor Sorensen motioned to approve the Iron Lung Ride. **TCM Truett** seconded the motion. All votes ayes. Motion passed.

9. Discussion and/or action on approval of Ordinance 2026-06-04-B Development Agreement Powder Landing. (See Attachment #5)

Mayor Sorensen motioned to table Ordinance 2026-06-04 Development Agreement Powder Landing and have a work session on June 16th. **TCM Truett** seconded the motion. All votes ayes. Motion passed.

10. Discussion and/or action on approval of Business License Rocky Mountain Aluminum Art LLC (See Attachment #6)

They are setting up in front of the legion and will spend 14 days selling aluminum statues from June 28-July 12th.

TCM Ahlstrom motioned to approve Business License Rocky Mountain Aluminum Art LLC. TCM Truett seconded the motion. All votes ayes. Motion passed.

11. Discussion and/or action on approval of lot line adjustment Dale Grant Subdivision (See Attachment #7)

Dave Grant, Dale's son came to explain the plan. The family has subdivided a few times and the family resolution is to sell his lot.

Mayor Sorensen motioned to approve lot line adjustment for Dale Grant Subdivision 4th Amendment. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

11. Discussion and/or action on approval of up to \$5,000 for drinking fountain/bottle filling station for Huntsville Park.(See Attachment #8)

TCM Truett explained that there were a few needs in the park including replacing the drinking fountain. Water bottle fillers are pretty common. You see them wherever you go. They can get two and stay under the budget.

Mayor Sorensen motioned to approve up to \$5,000 for drinking fountain/bottle filling station for Huntsville Park, TCM Ahlstrom seconded the motion. Roll call vote. Votes reflected below. Motion passed 4-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter				X
CM Lewis Johnson	X			
CM Jim Truett	X			

TCM Truett motioned to close the regular meeting and begin the Public Hearing. TCM Ahlstrom seconded the motion. All votes Ayes. Motion passed.

12. PUBLIC HEARING

There were no public comments.

Melissa Knowles, treasurer, summarized the state of the budget which included a list of project requests for the coming year. She noted some RAMP grants received for audiovisual equipment for the community center and for repairs to the Aldous cabin. They were hoping to break even on the 4th of July celebration this year.

Mayor Sorensen motioned to close the Public Hearing and reconvene the public meeting. TCM Johnson seconded the motion. All votes Ayes. Motion passed.

13. Discussion and/or action on approval of Amended Budget FY26 (See Attachment #9)

TCM Ahlstrom motioned to approve the Amended Budget for FY26. TCM Truett seconded the motion. Roll call vote. Votes reflected below. Motion passed 4-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter				X
CM Lewis Johnson	X			
CM Jim Truett	X			

14. Discussion and/or action on approval of Proposed Budget FY27 (See Attachment #9)

TCM Ahlstrom motioned to approve the Proposed Budget for FY27. TCM Truett seconded the motion. Roll call vote. Votes reflected below. Motion passed 4-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter				X
CM Lewis Johnson	X			
CM Jim Truett	X			

15. Discussion and/or action on approval of Ordinance 2026-04-20-A Development Agreement McKay Meadows. (See Attachment #10)

Steve Starks, McKay Meadows owner, explained that his intention was not to sell lots. The property was for his family to live on in the future.

TCM Truett motioned to approve Ordinance 2026-04-20-A. TCM Johnson seconded the motion. Roll call vote. Votes reflected below. Motion passed 4-0.

VOTES	AYE	NAY	ABSTAIN	EXCUSED
Mayor Richard Sorensen	X			
CM Bruce Ahlstrom	X			
CM Sandy Hunter				X
CM Lewis Johnson	X			
CM Jim Truett	X			

16. Culinary Water System updates and review of culinary water recommendations for McKay Meadows.(See Attachment #11)

Ron Gault, Water Board manager, gave a briefing on the status of the culinary water system. There were close to 4 million gallons lost from the plant to town in May. There were 3 million lost in April. They are getting ready to replace the water line on 1800 S. They are chasing leaks right now. He wrote a letter of recommendation to McKay Meadows owners about keeping their water pipes the same material and size as those in other areas of the town.

Department Updates

Mayor Richard Sorensen- About 17 people had signed up to participate in the Adopt a Hydrant program. They got some high bids for sod in the park, but they found someone who will do it for half the price.

Councilmember Lewis Johnson – no updates

Councilmember Bruce Ahlstrom- They have started work on the Aldous Cabin. And they are going to remove the chinking on Saturday at 9 am. It's going to cost a little less with volunteer labor.

Councilmember Jim Truett- The goal was to break even on the 4th of July celebration. They have a good sponsor for the fireworks this year. They have raised the booth fees. There will be no breakfast in the park this year. They are going to replace the "no parking" signs in town and Blaine is going to straighten signs. Traffic is going to be crazy for the 4th of July, but they are working on a plan that includes message boards to alert drivers.

He gave Tommy Christie time to talk about a project they are working on. They want to see if Cemetery Point can be managed by Huntsville Town. Tommy stated that he has written a letter and it is being looked at by Senator Curtis' office. It's a major revenue generating opportunity for the Town.

Tommy gave a quick summary on the new Huntsville Historic Fund 501c3 which will help Huntsville tap into funds for special projects.

TCM Ahlstrom motioned to approve the April 2026 Bills. TCM Truett seconded the motion. All votes Ayes. Motion passed.

TCM Ahlstrom motioned to approve the May 2026 Bills. TCM Truett seconded the motion. All votes ayes. Motion passed.

Mayor Sorensen motioned to adjourn the meeting. There were no objections.

Meeting adjourned at 7:46 PM

Nikki Wolthuis, Deputy Clerk

DRAFT

Utah State Tax Commission - Property Tax Division Tax Rate Summary (693) ENTITY: 3030 HUNTSVILLE TOWN	Form PT-693 Rev. 2/15
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WEBER COUNTY

Tax Year: 2026

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
10 General Operations §11-5-112	0.000635	0.000635	.007	123,106
Total Tax Rate	0.000635	0.000635	Total Revenue	\$123,106

Certification by Taxing Entity

I, _____, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: _____ Date: _____

Title: _____ Telephone: _____

Mailing address: _____

Utah State Tax Commission - Property Tax Division Resolution Adopting Final Tax Rates and Budgets	Form PT-800 Rev. 02/15
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Utah State Tax Commission - Property Tax Division Resolution Adopting Final Tax Rates and Budgets	Form PT-800 Rev. 02/15
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County: WEBER

Tax Year: 2026

It is hereby resolved that the governing body of:

HUNTSVILLE TOWN

approves the following property tax rate(s) and revenue(s) for the year:

2026

1. Fund/Budget Type	2. Revenue	3. Tax Rate
10 General Operations	123,106	0.000635
190 Discharge of Judgement		
	\$123,106	0.000635

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 29-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____

STAFF REPORT TO TOWN COUNCIL

June 16, 2016

Utah State Tax Rate

Findings:

Mid June, Weber county provides entities with certified state tax rates given by the State of Utah. If an entity wishes to raise the property tax rate, Truth in Taxation is required. To go through Truth in Taxation, the county requires advance notice and the process must begin end of April/beginning of May, with certain deadlines needing to be met between May and June.

If Truth in Taxation is not happening, an entity only has two options:

1. Adopt the certified tax rate as it was given to them
2. Adopt a LOWER rate than was given to them

Without Truth in Taxation, there is no option adopt a higher rate.

Staff Recommendations:

Due to larger sales tax and energy tax revenue than was anticipated, the staff recommended to NOT raise property tax rates at this time. It was suggested that an entire year of new sales and energy tax revenue be collected to better budget for future years, and revisit raising property tax rates in future years if still needed.

This year's certified tax rate is .000635 which will result in roughly \$123,106 in property tax revenue. (Last year's certified tax rate was .000610 which resulted in roughly \$117,096 in revenue.)

* It is the Staff's recommendation to adopt the certified tax rate as was provided by the county.*

Required Action:

Motion to Adopt Certified Rate Example: I move to adopt the Utah State Tax Rate.
(Roll call vote needed.)

Motion to Adopt a LOWER Rate Example: I move to adopt a tax rate of _____, lower
than the Utah State Tax Rate. (Roll call vote needed.)

**HUNTSVILLE TOWN
RESOLUTION NO. 2026-06-16-A**

OGDEN VALLEY CITY SUBSEQUENT AGREEMENT

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING THE
SUBSEQUENT AGREEMENT FOR USE OF TOWN HALL BY OGDEN
VALLEY CITY.**

WHEREAS, Huntsville Town (hereafter "Town") is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, Ogden Valley City (hereafter "City") is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, Utah Code §10-3-717 and §10-8-2 allows the governing body of Huntsville Town to exercise all administrative powers by resolution, including the use and operation of municipal property;

WHEREAS, the Town and the City have negotiated the Subsequent Agreement attached hereto and incorporated herein by this reference for use of the Town Hall;

WHEREAS, the Town and the City now desire to enter into a Subsequent Agreement for the purposes contained therein;

WHEREAS, any extensions to the agreement shall be subject to the negotiation between the mayors of Huntsville Town and Ogden Valley City;

NOW, THEREFORE, be it resolved by the Town Council of Huntsville, Utah, as follows:

Section 1: Agreement. The Mayor is hereby authorized to finalize and execute the Subsequent Agreement adopted and incorporated herein by this reference as set forth in Exhibit "A" attached hereto.

Section 2: Effective Date. This Resolution shall be effective immediately upon adoption.

VOTES	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen				
CM Bruce Ahlstrom				
CM Sandy Hunter				
CM Lewis Johnson				
CM James Truett				

PASSED AND ADOPTED by the Town Council on this 16TH day of JUNE, 2026.

Richard L. Sorensen – Huntsville Town Mayor

ATTEST:

Huntsville Town Clerk

RECORDED this 16TH day of JUNE, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal clerk of Huntsville Town, hereby certify that foregoing resolution was duly passed and published, or posted at 1) Town Hall 2) www.huntsvilletown.com 3) pmn.gov

Huntsville Town Clerk

DATE: _____

EXHIBIT "A"

TOWN OF HUNTSVILLE-OGDEN VALLEY CITY SUBSEQUENT AGREEMENT SUPPLEMENTING MEMORANDUM OF UNDERSTANDING REGARDING USE OF HUNTSVILLE TOWN HALL

1. **Definitions.** Huntsville town (hereafter "Town") is a municipal corporation, duly organized and existing under the laws of the State of Utah. Ogden Valley City (hereafter "City") is a municipal corporation, duly organized and existing under the laws of the State of Utah.
2. **Purpose and Scheduling.** It is anticipated that the City will use the Town Hall facilities for City Council meetings, public meetings, internal work meetings, and other municipal-related purposes, with the advance notification and permission of the Town. The City will advise Huntsville Town of its regular city council meeting schedule and other anticipated needs shortly after City certification. Reasonable advance notice will be provided to a person designated by Huntsville Town of all desired usages. Permission and scheduling will be at the sole discretion of the Town.
3. **Electronic Support:** Huntsville Town will make available the electronic support it utilizes for its own regular town council meetings and other municipal events, including but not limited to Wi-Fi, recording capabilities, and other technical elements in support of the City's meetings.
4. **Additional Facilities:** The City may also use the meeting room in the Maintenance Building located at 167 South 7500 East, Huntsville, Utah, for its preliminary offices and the basement storage space available in its Town Hall. Any City materials stored there will be the exclusive responsibility of the City, including any shelving, supplies, or other items required for such storage and security.
5. **Facility Maintenance:** City will maintain the condition of the facilities it uses in the same condition as they were provided, including cleaning, chair and table take-down, snow removal as needed, and other reasonable maintenance as directed by Huntsville personnel. The parties agree that there will be no rent or other charges for the first 6 months. Thereafter it will be at least \$500 per month to offset utility costs.
6. **Review and Modification:** This Subsequent Agreement will be reviewed in June 2026, allowing both parties the opportunity to modify its terms based on changing circumstances. It is acknowledged that until such review, there will be no charge for the usage provided herein due to the preliminary nature of City operations. Nothing in this Subsequent Agreement shall prevent either party from revisiting or adjusting the terms of

14. **Counterparts.** The Parties may sign this Subsequent Agreement with multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Furthermore, the Parties shall treat a copy of an original signature to this Subsequent Agreement for all purposes as an original signature. The Parties shall consider a copy of the signed Subsequent Agreement for all purposes as an original of the Subsequent Agreement to the maximum extent permitted by law, and no Party to this Subsequent Agreement shall have any obligation to retain a version of this Subsequent Agreement that contains original signatures in order to enforce this Subsequent Agreement, or for any other purpose.

IN WITNESS WHEREOF, the Parties hereto have executed this Subsequent Agreement, effective on the date signed by all the Parties.

TOWN OF HUNTSVILLE, a municipality and political subdivision of the State of Utah:


Richard Sorenson, Mayor

Date: 1-8-26

ATTEST:


Town Clerk

APPROVED AS TO LEGAL FORM:


William Morris, Town Attorney

OGDEN VALLEY CITY, a Municipality and political subdivisions of the State of Utah:


Janet Wampler, Mayor



**HUNTSVILLE TOWN
RESOLUTION 2026-06-16-B**

**WEBER COUNTY PLAT REVIEW SERVICES
A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ENTERING AN
INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND
HUNTSVILLE TOWN RELATING TO PLAT REVIEW SERVICES**

WHEREAS, Huntsville Town (hereafter "Town") is a duly incorporated municipality under the laws of Utah;

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, the Town desires to enter the attached Interlocal Agreement (hereafter "Agreement") with Weber County as forth in Exhibit "A" incorporated herein by this reference for the purposes contained therein;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Utah, that the Agreement set forth in the attached "A" is incorporated herein by this reference and is approved and adopted. The Town Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the Town.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2025

Mayor

ATTEST:

Town Clerk

Huntsville Town Resolution 2026-06-16-B
Adoption of Survey and Plat Review Services

ROLL CALL VOTE:	AYE	NAY	RECUSED	EXCUSED
Mayor Richard Sorensen				
CM Lewis Johnson				
CM Sandy Hunter				
CM James Truett				
CM Bruce Ahlstrom				

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that the foregoing Ordinance was duly passed and published or posted as required by state law.

Clerk – Huntsville Town

DATE: _____

Exhibit A

INTERLOCAL AGREEMENT
between
WEBER COUNTY
and
HUNTSVILLE TOWN
for survey related services

THIS AGREEMENT is between WEBER COUNTY ("County"), a body corporate and politic of the State of Utah and Huntsville Town ("Town"), a municipal corporation in Weber County. County and Town may be referred to jointly as the "parties."

RECITALS

WHEREAS, County and Town are public agencies as defined by Title 11, Chapter 13, Utah Code Ann. (the "Interlocal Act"). Section 11-13-202 of the Interlocal Act provides that any two or more public agencies may enter into an agreement with one another to provide services that they are each authorized by statute to provide; and

WHEREAS, Huntsville Town desires to use the Weber County Recorder/Surveyor's Office for Subdivision Reviews, and Additional Survey services; and

WHEREAS, Huntsville Town has the resources and is capable of providing the activities requested by Town as described in this Agreement; and

THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. SCOPE OF SERVICES

- The Weber County Surveyor's Office ("Surveyor") agrees to review all plats of proposed subdivisions within the town limits, for Town, to help ensure compliance with the survey related requirements of U.C.A. § 17-79-7, U.C.A. § 10-20-8, and Weber County Code Title 106 as applicable.
- Town may request that Surveyor verify location of new land survey monuments for a subdivision which has been reviewed by the Surveyor.
- Town may request additional surveys or survey related services from Surveyor. Any additional services requested by Town will be agreed upon after consultation between

the Town and the County defining the scope of services to be performed and total sum for each request.

- All services provided pursuant to this section shall be at the request of Town and subject to the discretion of the Surveyor.

2. EFFECTIVE DATE

This Agreement shall be effective upon execution and shall continue for a period of 5 years ("Term"). The parties may extend the Term of this Agreement for an additional 5 years in the form of an amendment executed by the parties.

County and Town reserve the right to review this Agreement during the Term or additional terms regarding performance and cost and may negotiate costs and additional or amended service elements. Any changes to this Agreement shall be in a written amendment executed by the parties.

3. TERMINATION

The parties reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional terms whenever the terminating party determines, in its sole discretion that it is in the terminating party's interest to do so. If a party elects to exercise this right, the terminating party shall provide written notice to the other party at least 30 (thirty) days prior to the date of termination for convenience. The parties agree that termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

4. CONSIDERATION

- A fee of \$900 + \$25 per lot and/or unit for any subdivision review consisting of 2 review cycles shall be paid directly to the Weber County Surveyor's Office prior to the start of any review. A change fee of \$300 + \$25 per lot and/or unit applies for any change in boundary, phasing, lot, or road configuration to a plat previously submitted for review, to be paid directly to the Weber County Surveyor's Office prior to the start of any subsequent reviews. A plat submitted which has not addressed prior comments is considered a non-compliant submittal and the office may require a \$75 fee to be paid before completing the review per Sec 45-4-3 of Weber County Code.
- A fee of \$400 per monument shall be paid directly to Weber County Surveyor's Office prior to start of any monument verification process. This fee only applies to new monuments within a subdivision which has been reviewed by the Surveyor.
- Specific survey services not otherwise specified hereon will be done on a lump sum basis in an amount agreed upon between the Town and Surveyor.

5. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Town under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Town of employer and employee, partners or joint ventures'. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

6. AGENT

No agent, employee or servant of either party is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. County and Town shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. County and Town shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

7. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by either party of applicable law, rule or regulation, shall constitute an event of default under this Agreement. County and Town are responsible, at their sole expense, to acquire,

maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

9. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

10. NON-FUNDING

If either party's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the governing legislative body, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to either party of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of either party, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

11. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Utah.

12. INDEMNIFICATION

Both parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these parties. Subject to and consistent with the terms of the Act, the parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither party shall have any liability whatsoever for any negligent act or omission of the other party, its employees, officers, or agents. Neither party waives any defenses or limits of liability available under the Act and other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

13. INSURANCE

Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

14. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

15. INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act, §§ 11-13-101 *et seq.*, and in connection with this Agreement, the parties agree as follows:

- a. This Agreement shall be approved by each party pursuant to § 11-13-202.5;
- b. This Agreement shall be reviewed as to the proper form and compliance with applicable law by an authorized attorney on behalf of each party pursuant to § 11-13-202.5;
- c. An executed original counterpart shall be filed with the keeper of records for each party pursuant to § 11-13-209;
- d. The term of this Agreement shall not exceed fifty (50) years pursuant to § 11-13-216 of the Interlocal Cooperation Act;
- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party; and
- f. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire integrated understanding between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations, or negotiations, whether written or oral, between the parties relating to such subject matter. This Agreement may not be enlarged, modified, or altered, except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties execute this Agreement.

By: _____
WEBER COUNTY COMMISSION CHAIR

By: _____
_____ TOWN

Date: _____

Date: _____

Commissioner Harvey voted _____

Commissioner Bolos voted _____

Commissioner Froerer voted _____

Attest: _____
Weber County Clerk/Auditor

Approved as to form

Approved as to form

Date

Date