

WORK SESSION – Tuesday, June 16, 2026

Minutes of the Huntsville Town Council and Planning Commission Work Session held at the Ogden Valley Library 131 S. 7400 E., 4:00 p.m.

The work session was scheduled to discuss the Development Agreement with Powder Landing

Attending: Mayor Richard Sorensen, TCM Sandy Hunter, TCM Bruce Ahlstrom, TCM Jim Truett, TCM Lewis Johnson, PC chair Jeff Larsen, PCM Jeff Keeney, Nikki Wolthuis–Clerk, Shannon Smith-Clerk, Beckki Endicott-Clerk, Bill Morris-Town Attorney, Richard Hansen, David Robinson, Michelle Robinson, Carol Stoker, Brooke Hontz-Powder Mountain, Olga M.-Powder Mountain, Fay Michelony, Bob Michelony, Michelle Christie, Jonathon Gardner, Sherry Nottingham, Carol Raleigh, Marc Raleigh, Ron Gault, Judy Gault, Kim Parkinson, Laurel Parkinson, Travis Sheppard

Powder Landing DA (See Attachment #1)

Attorney Bill Morris began by revealing a potential Conflict of Interest with TCM Bruce Ahlstrom and Lewis Johnson who have bees on Powder Mountain property above Eden. He evaluated it and found that there was no direct conflict. They were not getting any money whether the DA was approved or not. They're able to make a decision without being pulled one way or the other. The hives are not located on Powder Landing property in Huntsville.

Mayor Sorensen explained why the meeting time and place was changed which included not all members' ability to attend the meeting on Thursday and Ogden Valley City using their building that night. They were also working around their attorney's schedule.

Attorney Bill Morris noted that planning commission members were quasi-judicial and shouldn't be approached for questions. The public should approach the clerks and the clerks can talk to him about it.

Attorney Morris explained the zone change that would occur with the DA. He explained that you can potentially stay in the R-1 zone with a development agreement, but it wasn't necessarily the best policy. The DA was to mitigate concerns of the community. The RC Zone is being downsized or cut back to only include the boat club activities and development agreements on a case-by-case basis.

Attorney Morris spoke about a flyer circulating around the town **(See Attachment #2)**. He wanted to clear up the inaccuracies in the flyer.

- The Utah Legislature eliminated spot zoning years prior. Cities can put zones wherever they want. There's already another property next door to Powder Landing that's in an RC Zone.
- The DA is to protect the neighborhood. They get three events a year. They have certain hours and they need a special event permit to do the events so the Town knows what's going on.
- There are parking restrictions that include shuttle service. There are no stops in town, and they can only stay on 100 S.
- The DA is a contract and if they breach that then there will be fines. It's easier to place fines under a DA than enforce code violations.

- Septic issues are for the Weber Morgan Health Department. The Town Council has no say in septic systems.
- Missing exhibits- Shannon Smith- Clerk explained where to find them on the website under Government and Planning Commission Agendas 2026.

TCM Ahlstrom wondered what constituted a commercial activity? Attorney Morris interpreted it to mean money is exchanged on the property for goods or services. He told about the case of a man in Arizona who made a haunted house attraction at his house during the Halloween season. The city tried to shut him down because it was a commercial operation in a residential zone. To work around it he decided not to charge people an entrance fee. The neighborhood still gets really crowded and congested during that time of year and the city can't do anything about it.

Mayor Sorensen noted that many complaints are about shuttle services. He asked Attorney Morris if Powder Mountain was violating the code with their shuttles? The use table does not allow shuttles in an R-1 zone. TCM Hunter pointed out that shuttles are not defined in the code.

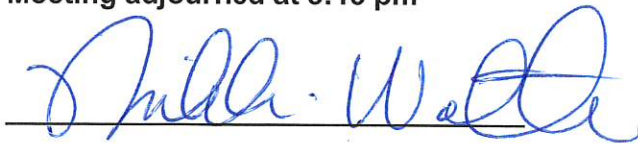
Attorney Morris explained that if Powder Mountain stayed in the R-1 zone then they wouldn't need shuttles. They could have as many cars down there as they wanted. The shuttle service exception in the DA agreement was to address traffic and parking issues for their events.

Mayor Sorensen understood that when the use table was created years ago, the intent of restricting shuttle services in the R-1 Zone was to keep someone from operating a shuttle service out of their home.

Attorney Morris suggested tabling the DA today and having a work session with Powder Mountain to go through some of the concerns of the public.

Mayor Richard Sorensen moved to adjourn the meeting. TCM Ahlstrom seconded the motion. All votes ayes. Motion passed.

Meeting adjourned at 5:15 pm



Nikki Wolthuis, Huntsville Town 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

EXHIBIT A
LEGAL DESCRIPTION

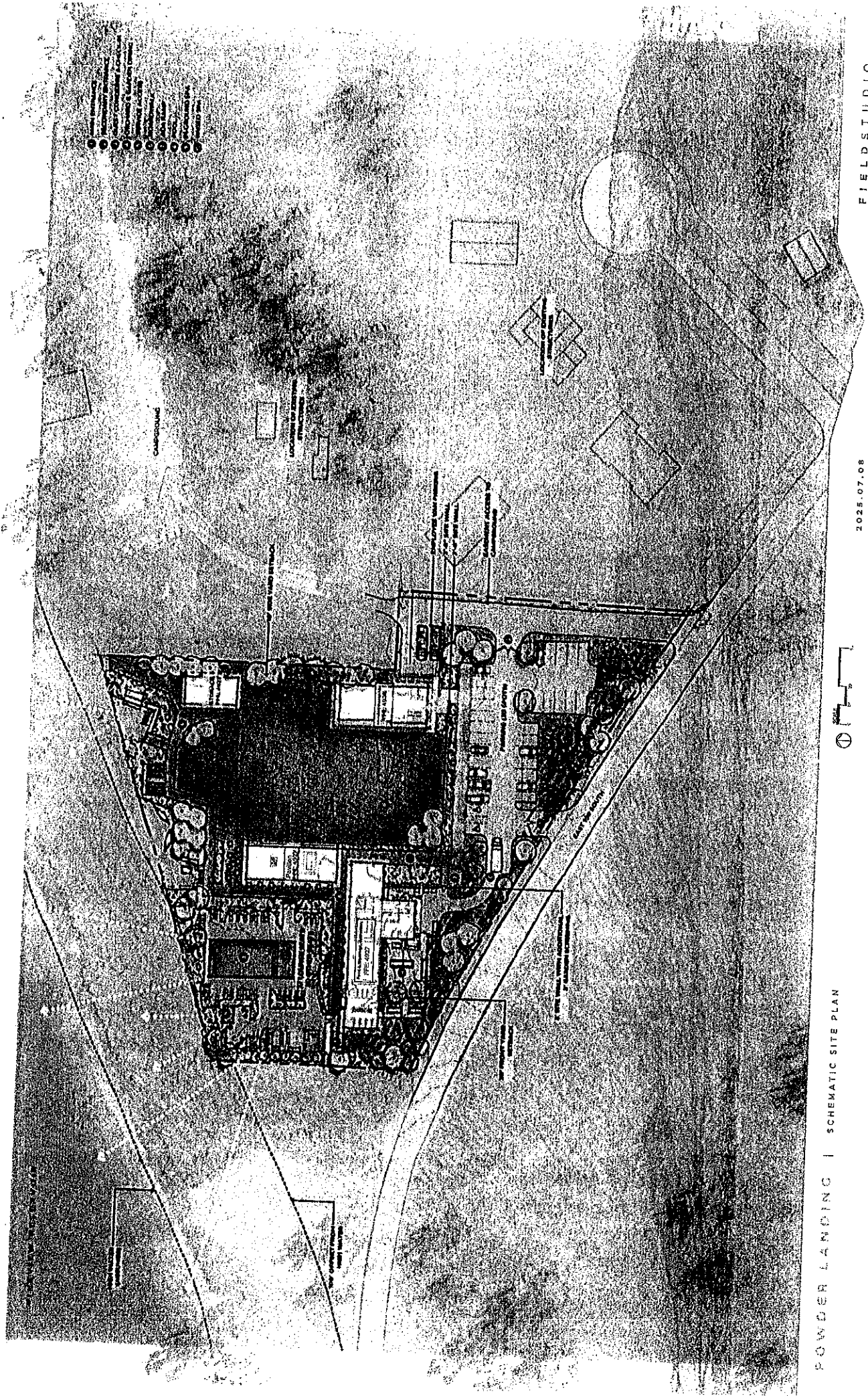
THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND IS CONSIDERED TO BEAR NORTH 89°11'31" WEST 2663.19 FEET. MONUMENTED AT THE SOUTH QUARTER CORNER WITH 3" BRASS CAP AND MONUMENTED AT THE SOUTHWEST CORNER WITH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



- 1. Main Building
- 2. Courtyard
- 3. Parking
- 4. Landscape
- 5. Road
- 6. Path
- 7. Utility
- 8. Fence
- 9. Gate
- 10. Sign
- 11. Light
- 12. Bench
- 13. Tree
- 14. Shrub
- 15. Flower
- 16. Grass
- 17. Water
- 18. Sky
- 19. Sun
- 20. Moon

POWDER LANDING | SCHEMATIC SITE PLAN

2025.07.08

FIELDSTUDIO
Landscape Architecture

EXHIBIT C
TRAFFIC MITIGATION PLAN

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:

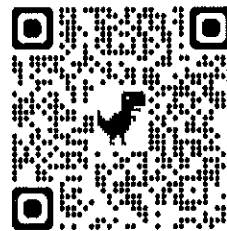
- Powder Beach's Proposal offers little to no public benefit to Huntsville residents. Huntsville receives no sales tax revenue from this club.
- Lack of adequate planning data and information
- Traffic impacts the Town
- Proposal is not consistent with the Huntsville Town General Plan
- A recreation 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 (801) 634-8910.